

00-547-CD
COUNTY NATIONAL BANK -vs- GARY A. GABORIAULT et al

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

⑩ COUNTY NATIONAL BANK, : No. 00-547-CD
Plaintiff : Type of Case:
vs. : FORECLOSURE
⑩ GARY A. GABORIAULT and : Type of Pleading:
⑩ MARY J. GABORIAULT, : COMPLAINT TO CONFESS
Defendants : JUDGMENT
: 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

MAY 10 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
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :

COMPLAINT TO CONFESS JUDGMENT

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 Defendants are GARY A. GABORIAULT and MARY J. GABORIAULT, husband and wife, who reside at 1002 Plymouth Road, Norristown, Pennsylvania, 19401-2546.

3. The real estate subject to this action is known as 211 Ogden Avenue, Second Ward, Clearfield Borough, Clearfield, Pennsylvania, 16830. The real estate is more particularly described as follows:

ALL that certain lot of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, being the corner of Ogden Avenue and center line of vacated alley which separated this said piece of ground from the right-of-way of Tyrone and Clearfield Railway (Conrail); thence along said alley the following courses and distances: South forty-six (46°) degrees forty-six (46') minutes West forty-four and five tenths (44.5) feet to a point; thence South forty-seven (47°) degrees forty-nine (49') minutes West, forty-four and five tenths (44.5) feet to a point; thence South forty-eight (48°) degrees

forty-six (46') minutes West forty-four and five tenths (44.5) feet to a point; thence South forty-nine (49°) degrees forty-nine (49') minutes West forty-four and five tenths (44.5) feet to an iron pin; thence South fifty (50°) degrees forty-three (43') minutes West, forty-four and five tenths (44.5) feet to an iron pin, corner of Lot Number Six; thence by the line of Lot Number Six, North forty (40°) degrees sixteen (16') minutes West fifty-four and five hundredths (54.05) feet to an iron pin; thence North forty-seven (47°) degrees sixteen (16') minutes East, two hundred nineteen and nine tenths (219.9) feet to an iron pin on Ogden Avenue; thence by Ogden Avenue, South forty-three (43°) degrees seventeen (17') minutes East, fifty-nine and zero tenths (59.0) feet to the corner of Ogden Avenue and center line of vacated alley and place of beginning.

BEING the same premises conveyed to the mortgagors by deed of BJR, Inc. dated July 12, 1995, and recorded in Clearfield County Record Volume 1688, Page 383.

4. On July, 14, 1995, the Defendants executed a Mortgage in favor of County National Bank with principal amount of \$245,500.00. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference and marked Exhibit A.

5. The Defendants also executed a variable interest rate Promissory Note dated July 14, 1995, in favor of County National Bank, and promised to repay it in 180 equal monthly installments of \$2,676.94 together with initial interest of 10.250% 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.

6. The Defendants entered a Mortgage Amendment Agreement dated July 14, 1995, which reduced the principal debt to \$190,112.16. A true and correct copy of said amendment is attached hereto and incorporated herein by reference and marked Exhibit C.

7. The parties entered a second Amendment in June of 1999, under which County National Bank agreed to accept interest only payments from June 13, 1999 through May 13, 2000. However the

final due date will remain the same. A true and correct copy of said amendment is attached hereto and incorporated herein by reference and marked Exhibit D.

8. Plaintiff has not assigned this mortgage, note or amendments.

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

10. Defendants are entitled to no credits or set-offs.

11. Defendants failed to make the full monthly payments from April 14, 2000, and at no time since then have all monthly payments been made which constitutes a default.

12. The amount of Defendants' delinquency was \$1,430.09 on April 24, 2000.

13. Oral demand has been made upon the Defendants to make said payments to Plaintiff and correct this default, but they have failed to do so.

14. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of April 24, 2000, are as follows:

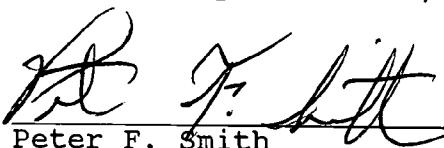
a)	Balance	\$168,381.63
b)	Late Charge	\$ 00.00
c)	Interest Due to 4/24/00	\$ 1,937.54
d)	Interest accruing after 4/24/00 at \$46.1319534 per day (to be added)	
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
	PRELIMINARY TOTAL	\$170,319.17
	FINAL TOTAL	\$ _____

15. This is a commercial debt; therefore the Defendants are not entitled to the Act 6 & 91 Notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 14 above, authority to foreclose its notes against the assets, and such other relief as the court deems just.

Respectfully submitted,

Dated: 5-10-00


Peter F. Smith
Attorney for Plaintiff

THIS MORTGAGE, dated

July 14

19 95

is between the mortgagor(s), **Gary Gaboriault and Mary J. Gaboriault**
of **Philipsburg, Pennsylvania**

XXXXXX (corporation, partnership or other individual)

organized and existing under the laws of the State of

PA

(and whether one or more persons, jointly and severally obligated and called "Owner"), and the mortgagee,

COUNTY NATIONAL BANK, P.O. Box 42, Clearfield, Pennsylvania 16830-0042

(called "Lender").

As used in this Mortgage,

shall be called "Debtor." If no person is named as Debtor, however, any reference to "Debtor" in this Mortgage shall refer only to Owner.

A. THE PROPERTY: FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, as security for the prompt payment and performance of all obligations (as defined below in Paragraph B), Owner grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, all of Owner's right, title and interest in the real property described in Schedule "A" (called the "Property"), which is attached to and made a part of this Mortgage, together with all present and future buildings, improvements, additions and fixtures, and all alleys, passageways, easements, rights (including mineral and water rights), liberties, privileges, hereditaments and appurtenances, and all reversions, remainders, rents, royalties, issues and profits, now or later accruing or pertaining to the Property. The Property is commonly known as

Please see attached legal description

with Uniform Parcel Identifier (i.e., Tax Parcel Number): **4-2-K8-224-67****B. OBLIGATIONS SECURED BY THIS MORTGAGE.** As used in this Mortgage, "Obligations" means any and all of the following:

1. the liabilities and obligations of Debtor and/or Owner to Lender arising out of a note; surety agreement; other (describe)

in the amount of **Two Hundred Forty-five Thousand Five Hundred** ~~-----~~ Dollars (\$245,500.00), (called the "Instrument"), plus interest and costs as provided therein, and/or any modifications or extensions and any other instrument or agreement that may be substituted therefor;

2. all other existing and future liabilities and obligations of Debtor and/or Owner, or any of them, to Lender, whether arising from this or any other transaction, or of the same or different kinds or classes of indebtedness; and

3. full and complete performance by Owner of all warranties and representations, covenants and agreements and other obligations under this Mortgage.

C. WARRANTIES AND REPRESENTATIONS: Until the Obligations are paid and performed in full, Owner warrants and represents as follows:

1. **Purchase Money Mortgage:** If checked, this is a Purchase Money Mortgage and the proceeds of the Instrument will be utilized by Owner primarily

to purchase the Property.

2. **Payments:** All payments on or secured by the Instrument will be made when and where due, including payments due by acceleration of maturity or on demand. All Obligations will be paid promptly and performed in full in accordance with their terms.

3. **Title:** Owner has fee simple title to the Property and the right to mortgage the Property. Owner will defend Owner's title against any person claiming any right in the Property prior to or superior to the lien of this Mortgage.

4. Hazardous Conditions and Substances: While Owner has been in possession of the Property, there has been no use, manufacture, storage, treatment, disposal or release of any hazardous substance or waste on, under or about the Property, nor is Owner aware of the existence of any such activities occurring on the Property prior to Owner's possession of the Property, which activities have not previously been disclosed in writing to Lender. Neither Owner nor the Property is the subject of pending or threatened litigation or regulatory proceedings regarding any hazardous substances or waste, or other activities conducted on or about the Property, which have not previously been disclosed in writing to Lender. As used in this Mortgage, "hazardous substance or waste" means any substance which does not occur naturally on the Property and which, if released into the environment, could or would pose a real and substantial threat to the public health, safety and welfare.

D. COVENANTS AND AGREEMENTS: Until the Obligations are paid and performed in full, Owner covenants and agrees as follows:

1. Insurance: Owner will maintain insurance on the Property of such kinds, in such amounts, with such companies and with such mortgagee or loss-payable clauses as are satisfactory to Lender. At Lender's request, Owner will promptly provide evidence of such policies, including paid receipts, to Lender. Owner shall not engage in nor permit any lessee of all or any part of the Property to engage in any activity on the Property which, if resulting in loss or damage to the Property, would not be covered by such insurance. Owner shall notify Lender of any loss or damage to the Property, submit to such insurers a proof or proofs of loss, and apply the proceeds of any such insurance to the repair of the Property or to reduce the outstanding balance of the Obligations, at Lender's election. Lender is hereby authorized, without notice to Owner, to file such proof or proofs of loss on behalf of Owner, if Owner fails or refuses to do so, and to sign Owner's name to any check, draft or other instrument in payment of insurance proceeds.

2. Taxes: Owner will pay all taxes, assessments, ground rents and governmental charges when they come due, and all other charges of any kind which are levied on the Property at any time and which, if unpaid, would result in a lien or other security interest in the Property superior to that of Lender's. Owner will deliver to Lender, on request, all receipts evidencing such payments. Neither Debtor nor Owner will claim a credit under the Instrument or this Mortgage for such payments.

3. Use, Condition and Repair: Owner will maintain the Property in good repair, order and condition. Owner will not commit nor permit any strip, waste, nuisance, impairment or deterioration of the Property. Lender's representatives may inspect the Property at any reasonable time or times. Owner will not bring manufacturing, disposal, release or any other purpose, unless with Lender's prior specific written approval. Owner will comply with all applicable laws, regulations and ordinances, federal, state and local, relating to the use and possession of the Property.

4. Escrow: At Lender's written request, Lender will be paid, with each payment of Principal or Interest on the Instrument, an additional sum equal to one-twelfth of the aggregate annual amount which will become due for the payment of all taxes to be levied and assessed on the Property, land, water and sewer rents, and any insurance required to be placed on the Property, as reasonably estimated initially and from time to time by Lender. If the sums held by Lender shall not be sufficient to pay such charges as they fall due, any deficiency shall be paid within 15 days from the date notice is mailed by Lender to Owner. All sums so deposited may be commingled with other funds held by Lender, shall NOT be held in trust for Owner, shall NOT bear interest, and are pledged as additional security for the sums secured by this Mortgage.

5. Transfers: Owner will not sell, assign or transfer the Property or any portion thereof, voluntarily or involuntarily, to any other person, nor grant anyone rights in the Property, without Lender's prior written consent. If the Property has been leased in whole or in part, Owner will comply with the provisions of such leases, but Owner will not collect more than one month's rent, exclusive of any security deposit for non-payment of rentals or damage to the Property, in advance.

6. Judgments: Owner assigns all judgments or awards for damage to the Property, or otherwise, in their entirety, to Lender, and Lender may apply the same to the Obligations secured by this Mortgage. Lender is authorized by Owner to institute or defend such actions and to appeal from any such judgments. If all or any part of the Property is subject to condemnation by any public authority, any award granted in such proceedings shall be paid to Lender as its interest shall then appear.

7. Assignments: Owner will not assign the rents, profits or income from the Property without first obtaining the written consent of Lender.

8. Suits: Owner shall not permit any action to enforce any other lien or claim against the Property prior to the lien of this Mortgage to be commenced and not discontinued and withdrawn within 10 days.

9. Restrictions: Owner shall comply with all restrictions or governmental regulations affecting the use, title or possession of the Property, and shall not make use of the Property or engage in any activity as a result of which the Property may be forfeited to any person.

E. EVENTS OF DEFAULT. Each of the following shall constitute an "Event of Default" under this Mortgage:

1. Debtor and/or Owner fails to make any payment on the Instrument as and when due or on demand;
2. Debtor and/or Owner fails to pay or perform any of the Obligations as and when due; or
3. Any warranty or representation or covenant or agreement contained in this Mortgage, in the Instrument, or in any document or instrument evidencing any of the Obligations, is breached.

F. REMEDIES. On the occurrence of any Event of Default, Lender may do any or all of the following:

1. At its sole discretion, cure the Event of Default and add the costs of such cure to the principal sum then due on the Obligations. Lender may charge interest on such payment, from the date of such payment, at a rate equal to the greater of 15% per annum or the rate provided in the Instrument.

2. On providing any timely notice of default and of Owner's right to cure the default as may then be provided by law, and failing appropriate and timely cure by Owner, accelerate and declare immediately due and payable all amounts due under the Instrument and under any or all of the Obligations.

3. Refer this Mortgage to an attorney for collection and/or to foreclose on the Property, or to take such other action at law or in equity for the enforcement of this Mortgage as the law may allow, for the entire unpaid balance thereof, together with Lender's costs in curing any Event of Default, with interest thereon at the greater of 15% per annum or the rate charged on the instrument, and all reasonable attorneys' fees.

All

that certain lot of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, being the corner of Ogden Avenue and center line of vacated alley which separated this said piece of ground from the right-of-way of Tyrone and Clearfield Railway (Conrail); thence along said alley the following courses and distances: South forty-six (46°) degrees forty-six (46') minutes West forty-four and five tenths (44.5) feet to a point; thence South forty-seven (47°) degrees forty-nine (49') minutes West, forty-four and five tenths (44.5) feet to a point; thence South forty-eight (48°) degrees forty-six (46') minutes West forty-four and five tenths (44.5) feet to a point; thence South forty-nine (49°) degrees forty-nine (49') minutes West forty-four and five tenths (44.5) feet to an iron pin; thence South fifty (50°) degrees forty-three (43') minutes West, forty-four and five tenths (44.5) feet to an iron pin, corner of Lot Number Six; thence by the line of Lot Number Six, North forty (40°) degrees sixteen (16') minutes West fifty-four and five hundredths (54.05) feet to an iron pin; thence North forty-seven (47°) degrees sixteen (16') minutes East, two hundred nineteen and nine tenths (219.9) feet to an iron pin on Ogden Avenue; thence by Ogden Avenue, South forty-three (43°) degrees seventeen (17') minutes East, fifty-nine and zero tenths (59.0) feet to the corner of Ogden Avenue and center line of vacated alley and place of beginning.

Page 2 of 3

SECURITY AGREEMENT

purpose. _____
not me) _____

es of crops growing or to be grown, the description of the real estate is:
A MORTGAGE ON REAL ESTATE IN THE STATE OF KANSAS, NEAR DOWNTOWN, A. M. MORTGAGE AT 211
MILLIPLESBURG, BA.

numerous publications, or other benefits (including, but not limited to, general or trade government programs [including, but not limited to, the ACS]) may have any rights in intellectual property, including, but not limited to, the right to use the name, and the right to sue for infringement.

services rendered, whether or not I have earned such payment by
clients and friends, applicants for patients, parents, copyrigths,
and refusals, and the date to be my case
number) which I may have by law or agreement against any
clients, chattel paper and loans and obligations receivable.

to Paymet: All rights I have now and that I may have in the future
produced in my farming operations,
, produce and replacements.

described below that I now own and that I may own in the future

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

The Property will be used for a personal business agricultural agicultural purposes.

If checked, file this agreement on the real estate records. Record owner (if not me)

THIS AGREEMENT COVERS THE NUMBER OF CROPS (INCLUDING OIL AND GAS), FIXTURES OR GROWING THINGS TO BE GROWN, THE DESCRIPTION OF THE REAL ESTATE IS:

Government Permits and Programs: All permits, letters of entitlement, workhouse payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, other benefits (including, but not limited to, diversions in kind, deficiency payments, grants, accounts, and the right to use my name), diversions in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, other benefits (including, but not limited to, diversions in kind, deficiency payments, grants, accounts, and the right to use my name), which are administered by the Commodity Credit Corporation or the ACSs, but not limited to, all programs administered by the Commodity Credit Corporation or the ACSs.

- Farm Products: All farm products including, but not limited to:
- (a) All crops, animal products and their products, along with their products, produce and replacements;
- (b) All poultry and livestock, animal products, and other supplies used or produced in my farming operations;
- (c) All feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations;
- (d) All equipment, and other supplies used or produced in my farming operations;
- (e) All documents, instruments, and other rights to property, but not limited to:
- (f) Acccounts, instruments, documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:

- **Equipment:** All equipment including, but not limited to, tools, machinery, vehicles, furniture, fixtures, manufacturing equipment, form machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which is given to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

SECURITY

ADDITIONAL TERMS OF THE NOTE

APPLICABLE LAW - The law of the state of Pennsylvania will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

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

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

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

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

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

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

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.
- (6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

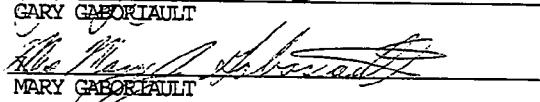
- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION - I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

SIGNATURES: I AGREE TO THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON PAGES 1 AND 2). I have received a copy on today's date.


X GARY GABORIAULT


X MARY GABORIAULT

SIGNATURE FOR LENDER: X 
X JEFFREY A. HERR

MORTGAGE AMENDMENT AGREEMENT

Gary A. & Mary J. Gabrinutt

Residing at: 901 E. Presqueisle St.
Philipsburg, Pa. 16866
 (hereinafter "MORTGAGOR")

A
 N
 D

COUNTY NATIONAL BANK, a national
 banking institution, with principal
 place of business at the corner of
 Market and Second Streets and mailing
 address of PO Box 42, Clearfield, PA
 16830 (hereinafter "CNB")

Recorded in Clearfield
 Co., PA in Mortgage/Record
 Volume 1688 Page 387
 Dated July 14, 1995
 Original Amount \$245,500.00
 Date Recorded July 14, 1995.

WHEREAS, the parties entered the mortgage identified above, together with a bond (hereinafter "bond and mortgage"), both of which are referred to and incorporated herein by reference as though set forth in full; and

WHEREAS, the parties desire to amend those instruments.

NOW WITNESSETH:

The Parties, for themselves, their heirs, successors and assigns, intending to be legally bound hereby, in consideration of their on-going banking relationship and their mutual promises, agree to the following terms and conditions.

The parties agree to insert "N/A" in any of the following terms which are inapplicable to this particular transaction.

1. The original principal stated in the Bond and Mortgage shall be reduced from \$245,500. to \$190,112.16.
2. The interest rate imposed in the original Bond and Mortgage of _____ percent shall be reduced to _____ percent per annum effective _____, 19 _____.
3. The reduction of principal and/or lower interest rate shall reduce the monthly payments due from the MORTGAGOR to CNB to \$2116.78 per month.
4. MORTGAGOR shall commence making the reduced monthly payments of \$2116.78 on June 13, 1996, and shall continue to make said reduced monthly payments every month thereafter until the mortgage and bond are repaid according to their other terms and conditions.

5. As a result of the foregoing changes in the terms of the Bond and Mortgage, the due date upon which final payment due from MORTGAGOR to CNB under these agreements shall be accelerated from the original date of _____, 19____, to a new due date of _____, 19_____.

6. The parties otherwise ratify and reaffirm all other terms, conditions, stipulations, prohibitions, rights and remedies contained in the Bond and Mortgage which shall remain in full force and effect.

7. The parties have executed this Mortgage Amendment Agreement in two counterparts, and MORTGAGOR acknowledges receipt on one signed counterpart.

Made this 9th day of May, 19 96.

COUNTY NATIONAL BANK

Jeff A. Stein

MORTGAGOR

Ray J. Lovewell
Ray J. Lovewell



COUNTY NATIONAL BANK

AMENDMENT

To the Commercial Note 1175534-3 ("Note") dated July 14, 1995 in the original principal amount of \$245,500.00 between County National Bank ("Bank") and Gary A. & Mary J. Gaboriault ("Borrower").

Whereas the Borrower has requested interest only payments for one year, without extending the maturity date of the Note, and the Bank has agreed.

Now, therefore, Bank and Borrower agree that on June 13, 1999 interest only will be billed and continue through May 13, 2000. On June 13, 2000, the scheduled monthly payment of \$2,091.96 will resume and continue on the 13th of each month until the loan is paid in full. Borrower recognizes and agrees the final payment will be a "Balloon" payment and as such could/will be substantially larger than the regular monthly payment. The final payment of the entire unpaid balance of principal and interest will be due July 13, 2010.

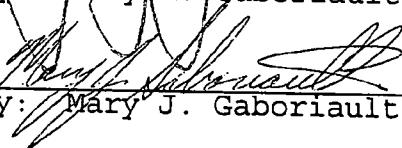
The Bank and Borrower agree that all other terms and conditions of said Note shall remain in force and unchanged.

Agreed to June , 1999.



County National Bank
By: Jeffrey A. Herr
Assistant Vice President



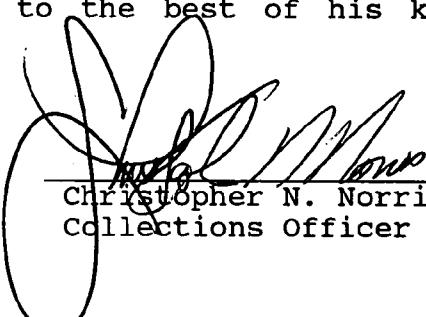
By: Gary A. Gaboriault


By: Mary J. Gaboriault

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

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



Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 9th
day of ~~April~~^{May} 2000

Holly A. Bressler
Notary Public

NOTARIAL SEAL
HOLLY A. BRESSLER, Notary Public
Clearfield Boro, Clearfield Co., PA
My Commission Expires Sept. 12, 2002

Leave over margin

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

10/24/04/ Smith pd \$80.00
Signature
J. C. Shantz

20 July 2004 Document
Reinstated/Retained to Sheriff/Attorney
for service.

John F. Shantz

(2)

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

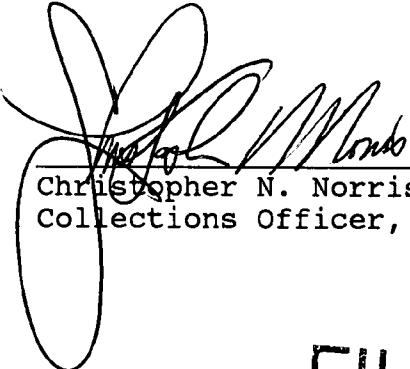
COUNTY NATIONAL BANK :
Plaintiff :
vs. : No. 00-547-CD
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
.

AFFIDAVIT PURSUANT TO Pa.R.C.P. 2951(a)(2)(ii)

COMES NOW, Christopher N. Norris, Collection Officer of County National Bank, who being duly sworn according to law deposes and says:

1. My full name is Christopher N. Norris. I am an adult and otherwise competent to execute this Affidavit.
2. I am a Collection Officer for County National Bank with principal office at One South Second Street, Clearfield, Pennsylvania, 16830.
3. In my capacity as Collection Officer I am personally familiar with this action and the underlying mortgage.
4. The debt at issue in this action is not part of a "consumer credit transaction."
5. Rather, the Defendants incurred this debt for business purposes to acquire a commercial building and land for rental purposes.

FURTHER deponent saith not.


Christopher N. Norris
Collections Officer, CNB

SWORN TO AND SUBSCRIBED
before me this 9th
day of April, 2000
May

Holly A. Bressler
Notary Public

NOTARIAL SEAL
HOLLY A. BRESSLER, Notary Public
Clearfield Boro, Clearfield Co., PA
My Commission Expires Sept. 12, 2002

FILED

MAY 10 2000

William A. Shaw
Prothonotary

FILED

Rec'd
May 10 2000
A 34/1200
William A. Shaw
Prothonotary

(3)

PETER F. SMITH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK
VS
GABORIAULT, GARY A.

00-547-CD

COMPLAINT TO CONFESS JUDGMENT
SHERIFF RETURNS

NOW MAY 11, 2000 JOHN DURANTE, SHERIFF OF MONTGOMERY COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD
COUNTY TO SERVE THE WITHIN COMPLAINT TO CONFESS JUDGMENT ON
GARY A. GARBORIAULT AND MARY J. GABORIAULT, DEFENDANTS.

NOW MAY 26, 2000 SERVED THE WITHIN COMPLAINT TO CONFESS
JUDGMENT ON GARY A. GARBORIAULT AND MARY J. GABORIAULT,
DEFENDANTS BY DEPUTIZING THE SHERIFF OF MONTGOMERY COUNTY.
THE RETURN OF SHERIFF DURANTE IS HERETO ATTACHED AND MADE A
PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON
GARY GABORIAULT.

28.54 SHFF. HAWKINS PAID BY: PLFF.
49.00 SHFF. DURANTE PAID BY: PLFF.
10.00 SURHARGE PAID BY: PLFF.
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

9th ~~DAY~~ May ~~2000~~ 2000

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

SO ANSWERS,

*Chester A. Hawkins
by Marley Harry*

CHESTER A. HAWKINS
SHERIFF

FILED

JUN 09 2000
01940
William A. Shaw
Prothonotary
CJ

SHERIFF'S RETURN

PROTHONOTARY

DEFENDANT: : Gary A. Garboriaut & Mary J. Gaboriault

DOCUMENT SERVED: Civil

INDIVIDUAL SERVED: Gary Gaboriault

RELATIONSHIP TO DEFENDANT: husband & defendant

DATE AND PREVAILING TIME: May 26, 2000 @5:45

LOCATION 1002 Plymouth Road, Norristown, PA

The above document was served on the defendant as per information listed above in the County of Montgomery, Commonwealth of Pennsylvania.

Affirmed and subscribed before me on this day so answers.

My 31, 2000
Notary Public

John P. Durnate
Sheriff of Montgomery County

Helene Friedman
Notarial Seal
Helene Friedman, Notary Public
Norristown Boro, Montgomery County
My Commission Expires Apr. 1, 2004

Deputy Sheriff
Ludwig

Michael Ludwig



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641

AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-6089

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

NO. 00-547-CD

VS

ACTION: COMPLAINT TO CONFESS JUDGMENT

GARY A. GABORIAULT & MARY J.
GABORIAULT

SERVE BY: 6/9/00

or

HEARING DATE:

SERVE: GARY A. GABORIAULT and MARY J. GABORIAULT

ADDRESS: 1002 Plymcuth Road, Norristown, Pa.

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of MONTGOMERY County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 11th day of MAY 2000.

Respectfully,


CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: COUNTY NATIONAL BANK

W2130

FORM MCSO 101



**SHERIFF'S OFFICE
COUNTY of MONTGOMERY**

CUSTOMER'S COPY

296183

COURT HOUSE

AIRY AND SWEDE STREETS
NORRISTOWN, PENNSYLVANIA 19404
TELEPHONE (610) 278-3331

Plaintiff

Defendant

Filed By

Date
5-17-00

INVOICE for charges
 RECEIPT for payment

Docket No.
W 230

Type of Transaction

AMOUNT

Docketing and Service

48

Additional Defendant

Surcharge

Writ of Execution

Garnishment

Interrogatory

Affidavit-Notary

Pistol Permit No.

Property Claim

Poundage

Notarial Certificate

Sheriff's Acknowledgment

Prothonotary Acknowledgment

Mileage

Additional Mileage

80205

FIVE THOUSAND FORMS

(4)

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

COUNTY NATIONAL BANK, :
Plaintiff :
:
vs. : **No. 00-547-CD**
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

ANSWER AND NEW MATTER

AND NOW COMES the Defendant, Gary A. Gaboriault, and states as follows:

1. Admitted.
2. Admitted in part and denied in part. It is admitted that Defendant Gary Gaboriault's address is as stated. It is denied that Defendants are married and that Mary J. Gaboriault resides at said address. Defendants are divorced. Answering Defendant believes that Defendant Mary J. Gaboriault's address is 2615 Dekalb Pike, Apt. 614, Norristown, Pennsylvania, 19401. It is believed, and therefore averred, that Defendant Mary J. Gaboriault has never been served with the Complaint in this matter.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted to best of Defendant's knowledge.
9. Admitted.
10. Admitted.

FILED

JUN 28 2000

William A. Shaw
Prothonotary

11. Admitted in part and denied in part. It is admitted that Defendant has not made full monthly payments as stated. It is averred that full monthly payments were postponed under the June 1999 amendment which permitted Defendant to pay interest only.

12. Denied. Defendant is unaware of the amount of any delinquency since Plaintiff has never provided any notice of default.

13. Denied. Defendant had discussions with Plaintiff regarding the sale or transfer of the property. No demand for payment or to cure a default was made.

14. Denied. Defendant, after reasonable investigation is without sufficient information to form a belief as to the truth of the averments of this paragraph. Strict proof thereof is demanded.

15. Admitted.

NEW MATTER

16. The allegations of the Answer in paragraphs 1 through 15 are incorporated herein by reference.

17. Defendant received no notice of default nor demand for payment as provided in the note and mortgage.

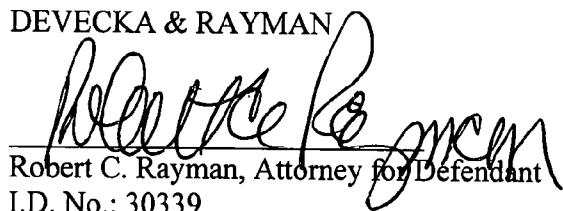
18. Defendant was never provided an opportunity to cure any alleged defaults in the note and mortgage.

WHEREFORE, Defendant requests that the Complaint be dismissed.

Respectfully submitted,

DEVECKA & RAYMAN

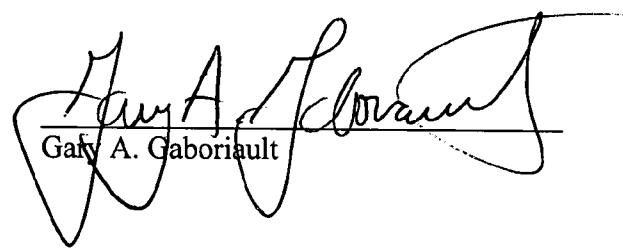
Dated: 6/26/00 By:


Robert C. Rayman, Attorney for Defendant
I.D. No.: 30339
1315 W. College Avenue, Suite 300
State College, PA 16801
(814) 234-5227

VERIFICATION

I, GARY A. GABORIAULT, hereby verify that the facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Date: 6-27-00



Gary A. Gaboriault

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
vs.	:	No. 00-547-CD
GARY A. GABORIAULT and	:	
MARY J. GABORIAULT,	:	
Defendants	:	

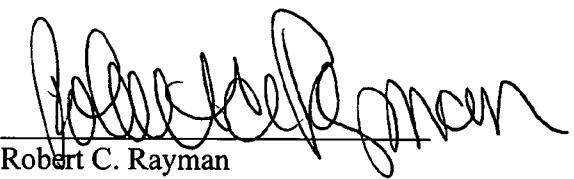
NOTICE TO PLEAD

TO: Peter F. Smith, Esq.
PO Box 130
30 South Second Street
Clearfield, PA 16830

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE WITHIN ANSWER AND NEW MATTER
WITHIN TWENTY (20) DAYS FROM RECEIPT THEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST THE PLAINTIFF.

DEVECKA & RAYMAN

By:


Robert C. Rayman
Attorney for Defendant
1315 W. College Avenue, Suite 300
State College, PA 16801
(814) 234-5227

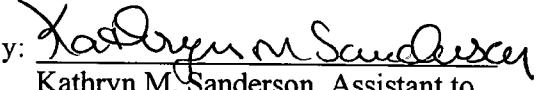
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COUNTY NATIONAL BANK, :
Plaintiff :
vs. : **No. 00-547-CD**
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Notice to Plead, Answer and New Matter and Verification has this **27th** day of **June, 2000**, been served by U.S. mail, postage prepaid, upon Defendant's counsel at the following address:

**Peter F. Smith, Esq.
PO Box 130
30 South Second Street
Clearfield, PA 16830**

By: 
Kathryn M. Sanderson, Assistant to
Robert C. Rayman, Attorney for Defendant

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

COUNTY NATIONAL BANK :
Plaintiff :
:
vs. : No. 00-547-CD
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:
:
Type of Pleading:
**PLAINTIFF'S ANSWER TO NEW
MATTER**
:
:
:
Attorney of Record for this
party:
:
PETER F. SMITH, ESQUIRE
Supreme Court No. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595
:
:
Attorney of Record for
Defendants:
:
ROBERT C. RAYMAN, ESQUIRE
1315 West College Avenue
Suite 300
State College, PA 16801
(814) 234-5227
:
:

FILED

JUL 13 2000

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK :
Plaintiff :
: :
vs. : No. 00-547-CD
: :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

PLAINTIFFS ANSWER TO NEW MATTER

COMES NOW, COUNTY NATIONAL BANK, by its attorney, Peter F. Smith, who answers as follows:

The averments of paragraphs 1-16 of the Complaint are incorporated herein by reference.

17. Denied. County National Bank mailed delinquency notices concerning this account to the Defendants on May 1, 2000, May 31, 2000, and June 29, 2000.

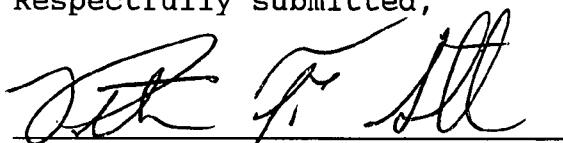
Verbal notice of the default and demand for payment was made upon Defendant, Gary A. Gaboriault by Jeff Herr, who is manager of County National Bank's Philipsburg branch, on or about February 9, 2000. Mr. Herr spoke with Defendant, Gary A. Gaboriault again of April 2000 and renewed County National Bank's demand for payment.

On or about June 8, 2000, Christopher N. Norris, Collections Officer of County National Bank, spoke with Defendant Gary A. Gaboriault. Mr. Norris advised him that if the delinquency were not cured, County National Bank would continue with this foreclosure action.

18. Denied for the reasons set forth in paragraph 17 above. Moreover, Defendants cannot dispute the notice of this delinquency which they received when the Complaint was served on them on or about May 26, 2000. Notwithstanding the various notices, Defendants either have not or cannot cure their default.

WHEREFORE, Plaintiff prays that judgment be entered in its favor and against the Defendants as requested by the Complaint.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff

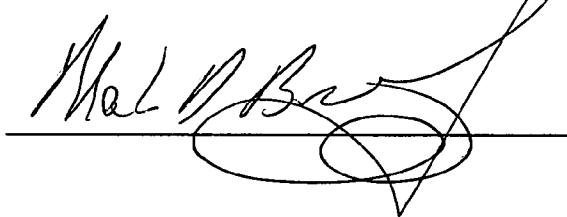
Dated: 7-6-00

VERIFICATION

I, Mack O. Breckey, SK. Vice Pres.

for County National Bank, hereby verify that the foregoing Answers to New Matter are true based upon my personal knowledge or information and belief. This statement is made subject to the penalties of 18 Pa C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: 7/13/00

A handwritten signature in black ink that reads "Mack O. Breckey". The signature is fluid and cursive, with "Mack" and "O." on the first line and "Breckey" on the second line. There is a small circle drawn below the signature.

—Lap over margin—

FILED

JUL 13 2000

William A. Shaw
Prothonotary

Peter F. Smith
Esq.

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

(6)

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

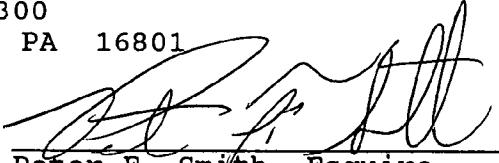
COUNTY NATIONAL BANK :
Plaintiff :
:
vs. : No. 00-547-CD
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for Plaintiff, COUNTY NATIONAL BANK, in the above captioned matter hereby certify that I sent by First Class Mail, Plaintiff's Answer to New Matter to the attorney of record for the Defendants at the following address:

Robert C. Rayman, ESQUIRE
1315 West College Avenue
Suite 300
State College, PA 16801

Date: July 13, 2000


Peter F. Smith, Esquire
Attorney for Plaintiff

FILED

JUL 13 2000

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK : *Complaint to Confess Judgment*
Plaintiff :
VS. : No. 00-547-CD
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
vs. GARY A. GABORIAULT and MARY J. GABORIAULT, Defendants

PRAECIPE TO REINSTATE

TO: William A. Shaw, Prothonotary

Please reinstate the Complaint to Confess Judgment filed in the above caption matter. Please recertify one counterpart of the Complaint and forward them to Sheriff Hawkins for service.

Date: July 20, 2000


Peter F. Smith
Attorney for Plaintiff

FILED

JUL 20 2000

William A. Shaw
Prothonotary

7.20.00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED

JUL 20 2000
8/11/00 atty Smith
William A. Shaw
Prothonotary
PD \$7.00

Reinstated Comp. to Sheriff
EAT

(8)

PETER F. SMITH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK
VS
GABORIAULT, GARY A.

00-547-CD

COMPLAINT TO CONFESS JUDGMENT
SHERIFF RETURNS

NOW JULY 20, 2000 JOHN DURANTE, SHERIFF OF MONTGOMERY COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD
COUNTY TO SERVE THE WITHIN COMPLAINT TO CONFESS JUDGMENT ON
MARY J. GABORIAULT, DEFENDANT.

NOW JULY 26, 2000 SERVED THE WITHIN COMPLAINT TO CONFESS
JUDGMENT ON MARY J. GABORIAULT, DEFENDANT BY DEPUTIZING THE
SHERIFF OF MONTGOMERY COUNTY. THE RETURN OF SHERIFF DURANTE
IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING
THAT HE SERVED DAVID ROBERTS, P.I.C.

19.10 SHFF. HAWKINS PAID BY: ATTY.
33.00 SHFF. DURANTE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

10th DAY OF August 2000
William A. Shaw

SO ANSWERS,
Chester A. Hawkins
by Mervy Henn
CHESTER A. HAWKINS
SHERIFF

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

FILED

AUG 10 2000
O/L/2000
William A. Shaw
Prothonotary
E/S

SHERIFF'S RETURN

PROTHONOTARY W- 4298

DEFENDANT: : Mary J. Gaboriault

DOCUMENT SERVED: Civil

INDIVIDUAL SERVED: David Roberts

RELATIONSHIP TO DEFENDANT: Person In Charge

DATE AND PREVAILING TIME: July 26, 2000 @ 07:20

LOCATION 2617 DeKalb Pike, Apt. 614, Norristown, PA

The above document was served on the defendant as per information listed above in the County of Montgomery, Commonwealth of Pennsylvania.

Affirmed and subscribed before me on this day so answers.

July 28, 2000

Notary Public

Helene Friedman
Notarial Seal
Helene Friedman, Notary Public
Norristown Boro, Montgomery County
My Commission Expires Apr. 1, 2004

John P. Durante
Sheriff of Montgomery County

Deputy Sheriff
Cavalier

David J. Cavalier



Sheriff's Office Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

RECEIVED
CLEARFIELD COUNTY
SHERIFF'S OFFICE
CLERK

00 JUL 25 PM 2:40

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

NO. 00-547-CD

VS
MARY J. GABORIAULT

ACTION: COMPLAINT TO CONFESS JUDGMENT

SERVE BY: 8/19/00

or

HEARING DATE:

SERVE: MARY J. GABORIAULT

ADDRESS: 2615 Dekalb Pike, Apt. 614, Norristown, Pa. 19401

PERSON SERVED DAVID ROBERTS

RELATION / POSITION PER

PLACE OF SERVICE AS GIVEN

TIME OF SERVICE 0720

DATE OF SERVICE 7-26-00

NUMBER OF ATTEMPTS 1

DEPUTY David Carbone

DEPUTY

LAST DAY OF SERVICE 08/19/00

W4298

FORM MCS 101



**SHERIFF'S OFFICE
COUNTY of MONTGOMERY**

CUSTOMER'S COPY

300328

COURT HOUSE

AIRY AND SWEDE STREETS
MORRISTOWN, PENNSYLVANIA 19404
TELEPHONE (610) 278-3331

Plaintiff

Defendant

Filed By

07/26/12

INVOICE for charges
 RECEIPT for payment

Docket No.
4298

Type of Transaction

Clearfield County

AMOUNT

33 -

Docketing and Service

Additional Defendant

Surcharge

Writ of Execution

Garnishment

Interrogatory

Affidavit-Notary

Pistol Permit No.

Property Claim

Poundage

Notarial Certificate

Sheriff's Acknowledgment

Prothonotary Acknowledgment

Mileage

Additional Mileage

Check No.

MM

33 -

80205

FIVE THOUSAND FORMS

(9)

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

COUNTY NATIONAL BANK :
Plaintiff :
:
vs. : No. 00-547-CD
:
GARY A. GABORIAULT and MARY J. :
GABORIAULT :
Defendants :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, Attorney for Plaintiff in the above captioned matter, certify that I served a true and correct copy of the **Deposition Notice** and **Subpoena** dated September 8, 2000, on the following parties by First Class Mail, postage prepaid:

Gary A. Gaboriault
c/o Robert C. Rayman, Esquire
1315 West College Avenue
Suite 300
State College, PA 16801

Mary J. Gaboriault
1002 Plymouth Road
Norristown, PA 19401-2546

SARA SARGENT COURT REPORTING
26 South Second Street
Clearfield, PA 16830

Christopher N. Norris
County National Bank
One South Second Street
Clearfield, PA 16830

Date: September 11, 2000


Peter F. Smith
Attorney for Plaintiff

FILED

SEP 12 2000

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK, :
Plaintiff :
:
vs. : No. 00-547-CD
:
GARY A. GABORIAULT and MARY :
J. GABORIAULT, :
Defendants :
:

CERTIFICATE OF ADDRESS

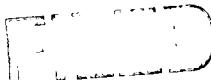
I, Peter F. Smith, attorney for the above Plaintiff, certify
that to the best of my information, knowledge and belief, the
correct name and address of the Plaintiff and the last known
address of Mary J. Gaboriault, Defendant hereto are:

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

Defendants: Mary J. Gaboriault
2617 DeKalb Pike
Apartment 614
Norristown, PA 19401

Date: 11-3-00


Peter F. Smith
Attorney for Plaintiff



NOV 03 2000

WILLIAM A. GABORIAULT
Prothonotary

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

COUNTY NATIONAL BANK :
Plaintiff :
:
44 vs. : No. 00-547-CD
:
GARY A. GABORIAULT and :
14 MARY J. GABORIAULT :
Defendants :
:

PRAECIPE TO ENTER DEFAULT JUDGMENT

To: William A. Shaw, Prothonotary

Dear Sir:

1. More than 20 days have elapsed since service on MARY J. GABORIAULT, Defendant and she has failed to file a responsive pleading.

2. Plaintiff's counsel sent the notice required by PA R.C.P. 237.1, to MARY J. GABORIAULT, Defendant more than 10 days ago, and Defendant has 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 Defendant as follows:

a)	Balance	\$168,381.63
b)	Late Charge	\$ 0.00
c)	Interest Due to 4/24/00	\$ 1,937.54
d)	Interest accruing after 4/24/00 at \$46.1319534 per day (to be added)	\$
e)	Costs of suit (to be added)	\$
f)	Attorney's fees	\$

NOV 03 2000

PRELIMINARY TOTAL \$170,319.17
FINAL TOTAL \$

William A. Shaw
Prothonotary

Date: 11-3-00


Peter F. Smith
Attorney for Plaintiff

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

COUNTY NATIONAL BANK, :
Plaintiff :
vs. : No. 00-547-CD
: :
GARY A. GABORIAULT and :
MARY J. GABORIAULT :
Defendants :
:

TO: Mary J. Gaboriault
1002 Plymouth Road
Norristown, PA 19401-2546

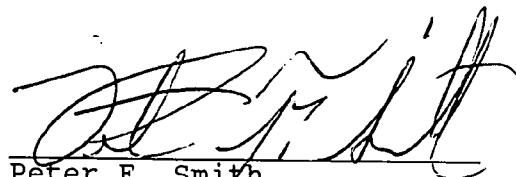
IMPORTANT NOTICE

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 OCTOBER 6, 2000.

William A. Shaw, Prothonotary
Clearfield County Courthouse
Corner of Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

Date: September 26, 2000



Peter F. Smith
Attorney for Plaintiff

FD

NOV 03 2009
O/3/39 J.athy Smith
W
Pd \$20.00

Notice to M. J. Lebourneault
Statement to J.athy Smith

COPY

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

COUNTY NATIONAL BANK,	:
Plaintiff	:
vs.	:
GARY A. GABORIAULT and	:
MARY J. GABORIAULT	:
Defendants	:

No. 00-547-CD

Notice is given that a judgment has been entered of record in
Clearfield County against Mary J. Gaboriault in the amount of
\$170,319.17 plus interest and costs on November 3, 2000.

Prothonotary

By _____, Deputy

/

Rule of Civil Procedure No. 236

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

COUNTY NATIONAL BANK
Plaintiff(s)

No. 00-547-CD

COPIED

vs.

GARY A. GABORIAULT and

Real Debt \$170,319.17

MARY J. GABORIAULT
Defendant(s)

Atty's Comm _____

Atty's Comm _____

Costs \$ _____

Int. From _____

Entry \$20.00

Instrument _____

Date of Entry November 3, 2000

Expires November 3, 2005

Certified from the record this 3rd day of November, 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

COURT OF COMMON FLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COUNTY NATIONAL BANK, Plaintiff : No. 00-547-CD

vs. : Type of Case:
GARY A. GABORIAULT and MARY J. GABORIAULT, Defendants : **FORECLOSURE**

Defendants : Type of Pleading:
MOTION FOR SUMMARY
JUDGMENT

Filed on Behalf of:
PLAINTIFF

Counsel for Plaintiff:
Peter F. Smith, Esq.
Supreme Court No.34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

NOV 20 2000

W. A. Shaw
Prothonotary

Counsel for Defendant,
Gary A. Gaboriault:
Robert C. Rayman, Esq.
Devecka & Rayman
1315 West College Ave.
Suite 300
State College, PA 16801

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs. :
:
GARY A. GABORIAULT and MARY J. :
GABORIAULT, :
Defendants :
:

RULE

Now this 20th day of November, 2000, upon
consideration of the attached Motion, a Rule is hereby issued upon
to Show Cause why the Motion should not be granted. Rule
Returnable the 14th day of December, 2000, for filing
written response. Hearing shall be conducted in Courtroom 1 of
the Clearfield County Courthouse on the 15th day of January,
2001, at 1:30 P.m.

NOTICE

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO
DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION BY
ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING
IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE
MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO
DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED
AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF
REQUESTED BY THE PLAINTIFF. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR 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.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 80-51

BY THE COURT

FILED

NOV 22 2000
019-415 (m)
William A. Shaw
Prothonotary
1 CRIM TO ATTY

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs. :
:
GARY A. GABORIAULT and MARY J. :
GABORIAULT, :
Defendants :
:

MOTION FOR SUMMARY JUDGMENT

COMES NOW, County National Bank, Plaintiff, by its
Attorney Peter F. Smith who moves this Court to enter summary
judgment in its behalf and in support thereof states:

1. The Plaintiff is County National Bank, a national
banking institution, principal office at One South Second
Street, Clearfield, Pennsylvania, 16830.
2. The Defendants are Gary A. Gaboriault and Mary J.
Gaboriault. Mr. Gaboriault resides at 1002 Plymouth Road,
Plymouthmeating, Pennsylvania, 19462. Mrs. Gaboriault
resides at 2617 DeKalb Pike, Apartment 614, Norristown,
Pennsylvania, 19401.
3. The Defendants executed a Mortgage and Note on July
14, 1995, in favor of County National Bank borrowing and
promising to repay \$245,500.00. Copies of said Mortgage and
Note are attached to the Complaint.

4. The Mortgage and Note were subsequently amended by the parties on two occasions. Said amendments are attached to the Complaint. The first amendment reduced the amount of the mortgage to \$190,112.16 and reduced the amount of the monthly payments to \$2,116.88. The second amendment permitted the Defendants to pay interest only commencing with payment due June 13, 1999 and ending on the payment due May 13, 2000.

5. Defendants failed to make the monthly mortgage payments since April 14, 2000.

6. Plaintiff filed a Complaint in this action against the Defendants on May 10, 2000. The Complaint was served on Mr. Gaboriault on May 26, 2000 and on Mrs. Gaboriault July 26, 2000.

8. Mrs. Gaboriault has not responded to the Complaint.

9. Plaintiff entered default judgment against Mrs. Gaboriault on November 3, 2000.

10. Mr. Gaboriault filed an Answer and New Matter in response to the Complaint on or about June 26, 2000.

11. Defendant states in his Answer and New Matter that he never received notice of his default nor the amount of his delinquency nor did he receive a demand for payment and opportunity to cure his default.

12. The defenses offered by the Defendant are inapplicable to this action because neither the Mortgage nor the Note require County National Bank to give prior notice of default or to make demand for payment before filing suit.

13. Moreover, at a recent deposition the Defendant's counsel produced a letter signed by Mark E. Luzier, County National Bank Credit Adjustor, dated May 11, 2000, which advises the Defendants of their delinquent account and the amount past due and was apparently received by them. A copy is attached and incorporated herein as Plaintiff's Exhibit E.

14. The property securing this Mortgage is a commercial rental property known as 211 Ogden Avenue, Clearfield, Pennsylvania, 16830.

15. Therefore, the Defendants are not entitled to the notices required by Pennsylvania's Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and by 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.

16. Paragraph 11 of the Defendant's Answer admits that the Mortgage payments have not been made since April 14, 2000.

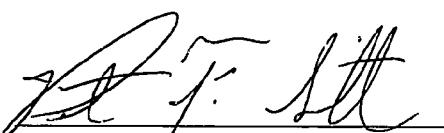
17. Plaintiff is entitled to judgment as a matter of Pennsylvania Law.

18. There are no material issues of fact for decision by the Court because Defendant Gary A. Gaboriault has admitted default in his Answer 11, and County National Bank was not obligated to give notice of default and/or opportunity to cure prior to instituting.

WHEREFORE, Plaintiff prays this Honorable Court to enter Summary Judgment in its favor and against the Defendant.

Respectfully submitted,

Date: 11-15-00



Peter F. Smith, Esquire
Attorney for Plaintiff

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

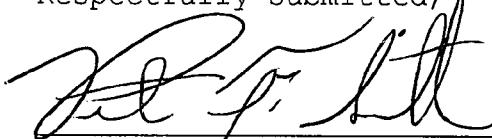
COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 00-547-CD
: :
GARY A. GABORIAULT and MARY J. :
GABORIAUTL, :
Defendants :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, certify that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **MOTION FOR SUMMARY JUDGMENT** on Attorney of record for Defendant, Gary A. Gaboriault, at the following address on November 20, 2000:

Robert C. Rayman, Esquire
DEVECKA & RAYMAN
1315 West College Avenue
Suite 300
State College, PA 16801

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Date: 11-20-00

FILED

NOV 20 2000

WILLIAM A. SMITH
PROSECUTOR

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

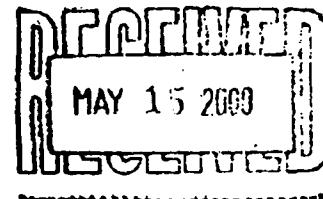
COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 00-547-CD
: :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

ANSWER TO MOTION FOR SUMMARY JUDGMENT

AND NOW COMES the Defendant, Gary A. Gaboriault, and states as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

FILED
NOV 28 2000
William A. Shaw
Prothonotary
5. Admitted.
6. The Complaint was filed on may 10, 2000 for foreclosure and alleging a default in the mortgage and note. At the time of filing said action, Defendant had missed and/or was late with one payment. At the time of filing the Complaint, Plaintiff had not declared a default nor notified Defendant of a default. defendant's first notice of declaration of a default was dated May 11, 2000 and received May 15, 2000, after the current action had already been filed. A copy of said notice is attached hereto as Exhibit "A".
7. No paragraph 7 in Motion For Summary Judgment.
8. Admitted.
9. Admitted.
10. Admitted.



GARY A GABORIAULT
MARY J GABORIAULT
1002 PLYMOUTH RD
NORRISTOWN PA 19401

May 11, 2000

Account number 1175534
Note number 3

Your loan is currently past due the April 13, 2000 payment in the amount of \$1,480.09. It is important that you take action to correct this problem. Your failure to make payments on or before the due date may damage your credit record.

Please contact us immediately concerning the reason for your delinquency. Your prompt response will help maintain your credit standing with County National Bank.

We expect to hear from you within the next few days.

Sincerely,


Mark E. Luzier
Credit Adjustor
(814) 765-9621

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

COUNTY NATIONAL BANK,	:
Plaintiff	:
	:
vs.	:
	No. 00-547-CD
	:
GARY A. GABORIAULT and	:
MARY J. GABORIAULT,	:
Defendants	:

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Answer To Motion For Summary Judgment has this **27th** day of **November, 2000**, been served by U.S. mail, postage prepaid, upon Defendant's counsel at the following address:

Peter F. Smith, Esq.
PO Box 130
30 South Second Street
Clearfield, PA 16830

By: Kathryn M. Sanderson
Kathryn M. Sanderson, Assistant to
Robert C. Rayman, Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

COUNTY NATIONAL BANK : :

-vs- : No. 00 - 547 - CD

GARY A. GABORIAULT and : :

MARY J. GABORIAULT : :

ORDER

NOW, this 1st day of February, 2001, upon consideration of Motion for Summary Judgment filed on behalf of Plaintiff above-named, and argument and briefs thereon, it is the ORDER of this Court that said Motion be and is hereby granted and Summary Judgment entered in favor of Plaintiff and against the Defendants.

By the Court,

President Judge

FILED

FFQ 01 2001

William A. Shaw
Prothonotary

FILED

FEB 01 2001

O/9.55/1cc atty Smith

William A. Shaw

Prothonotary

1cc atty Rayman

ERB

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs. :
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

FILED

PRAECIPE FOR WRIT OF EXECUTION

MAR 23 2001

To: William A. Shaw, Prothonotary

Dear Sir:

William A. Shaw
Prothonotary

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:

Gary A. Gaboriault
Mary J. Gaboriault

2. Property owned by the Defendants as follows:

ALL that certain lot of land situate in the Second Ward of the
Borough of Clearfield, Clearfield County, Pennsylvania, bounded and
described as follows:

BEGINNING at a point, being the corner of Ogden Avenue and center
line of vacated alley which separated this said piece of ground
from the right-of-way of Tyrone and Clearfield Railway (Conrail);
thence along said alley the following courses and distances: South
forty-six (46°) degrees forty-six (46') minutes West forty-four and
five tenths (44.5) feet to a point; thence South forty-seven (47°)
degrees forty-nine (49') minutes West, forty-four and five tenths
(44.5) feet to a point; thence South forty-eight (48°) degrees
forty-six (46') minutes west forty-four and five tenths (44.5) feet
to a point; thence South forty-nine (49°) degrees forty-nine (49')
minutes West forty-four and five tenths (44.5) feet to an iron pin;
thence South fifty (50°) degrees forty-three (43') minutes West,
forty-four and five tenths (44.5) feet to an iron pin, corner of
Lot Number Six; thence by the line of Lot Number Six, North forty
(40°) degrees sixteen (16') minutes West fifty-four and five
hundredths (54.05) feet to an iron pin; thence North forty-seven
(47°) degrees sixteen (16') minutes East, two hundred nineteen and
nine tenths (219.9) feet to an iron pin on Ogden Avenue; thence by

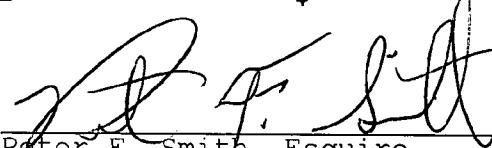
Ogden Avenue, South forty-three (43°) degrees seventeen (17') minutes East, fifty-nine and zero tenths (59.0) feet to the corner of Ogden Avenue and center line of vacated alley and place of beginning.

BEING the same premises conveyed to the mortgagors by deed of BJR, Inc. dated July 12, 1995, and recorded in Clearfield County Record Volume 1688, Page 383.

3. Amounts Due:

a)	Balance	\$168,391.63
b)	Late Charge	00.00
c)	Interest accrued to 04/24/00	1,937.54
d)	Interest accruing from 04/24/00 at \$46.1319534 per day (to be added)	\$
e)	Costs of suit (to be added)	\$
f)	Attorney's fees	\$
	PRELIMINARY TOTAL	\$170,319.17
	FINAL TOTAL	\$

Dated: 3-28-01


Peter F. Smith, Esquire
Attorney for Plaintiff
30 South Second Street
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 : No. 00-547-CD
:
vs. :
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

**WRIT OF EXECUTION
NOTICE**

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

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

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

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 756-2641

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
vs. :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
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:

ALL that certain lot of land situate in the Second Ward of the
Borough of Clearfield, Clearfield County, Pennsylvania, bounded and
described as follows:

BEGINNING at a point, being the corner of Ogden Avenue and center
line of vacated alley which separated this said piece of ground
from the right-of-way of Tyrone and Clearfield Railway (Conrail);
thence along said alley the following courses and distances: South
forty-six (46°) degrees forty-six (46') minutes West forty-four and
five tenths (44.5) feet to a point; thence South forty-seven (47°)
degrees forty-nine (49') minutes West, forty-four and five tenths
(44.5) feet to a point; thence South forty-eight (48°) degrees
forty-six (46') minutes west forty-four and five tenths (44.5) feet
to a point; thence South forty-nine (49°) degrees forty-nine (49')
minutes West forty-four and five tenths (44.5) feet to an iron pin;
thence South fifty (50°) degrees forty-three (43') minutes West,
forty-four and five tenths (44.5) feet to an iron pin, corner of
Lot Number Six; thence by the line of Lot Number Six, North forty
(40°) degrees sixteen (16') minutes West fifty-four and five
hundredths (54.05) feet to an iron pin; thence North forty-seven
(47°) degrees sixteen (16') minutes East, two hundred nineteen and
nine tenths (219.9) feet to an iron pin on Ogden Avenue; thence by
Ogden Avenue, South forty-three (43°) degrees seventeen (17')
minutes East, fifty-nine and zero tenths (59.0) feet to the corner
of Ogden Avenue and center line of vacated alley and place of
beginning.

BEING the same premises conveyed to the mortgagors by deed of BJR,
Inc. dated July 12, 1995, and recorded in Clearfield County Record
Volume 1688, Page 383.

2. Amounts Due:

a)	Balance	\$168,391.63
b)	Late Charge	00.00
c)	Interest accrued to 04/24/00	1,937.54
d)	Interest accruing from 04/24/00 at \$46.1319534 per day (to be added)	
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
	PRELIMINARY TOTAL	\$170,319.17
	FINAL TOTAL	\$

Proto to Protozoan

276.64

1

\$

S-

\$170,319.17

FINAL TOTAL

-
5

Proto to Protozoan

276.64

Prothonotary

By: _____
Deputy _____

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs. :
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address

Phone Number

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

Date:

Defendant

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

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

—Lap over margin—

PETER F. SMITH

ATTORNEY

30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PA. 16830

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

COUNTY NATIONAL BANK, :
Plaintiff :
: vs. : No. 00-547-CD
: :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

AFFIDAVIT PURSUANT TO RULE 3129

1. Name and address of Plaintiff in the judgment:

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

2. Name and address of Defendants in the judgment:

Gary A. Gaboriault	Mary J. Gaboriault
10002 Plymouth Road	2617 DeKalb Pike, Apt. 614
Plymouth Meeting, PA 19462	Norristown, PA 19401

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
One North Second Street
P.O. Box 42
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage on record:

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

FILED

MAR 23 2001
6/4/00/w
William A. Shaw
Prothonotary
w/c

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:

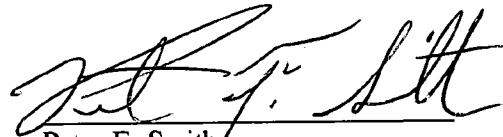
Clearfield County Tax Claim Bureau
Clearfield County Courthouse Annex
230 East Market Street
Clearfield, PA 16830

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.

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: March 21, 2001



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

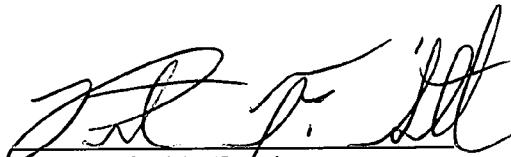
COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs :
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, certify that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE REQUIRED BY PA.R.C.P. 3129** on the following parties at the following addresses on March 23, 2001:

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

Date: 3-23-01



Peter F. Smith, Esquire
Attorney for County National Bank

FILED

MAR 23 2001

6/4/00/wm
William A. Shaw
Prothonotary
No 96

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs. :
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

PRAECIPE TO TRANSFER JUDGMENT

To: William A. Shaw, Prothonotary

Dear Sir:

Pursuant to Pa.R.C.P. 3002, kindly prepare and certify a complete copy of the docket in this matter and transfer this judgment for entry in the Court of Common Pleas of Montgomery County, Pennsylvania against the Defendants Gary A. Gaboriault and Mary J. Gaboriault in favor of County National Bank in the amount of \$170,319.17 together with interest and costs.

Respectfully submitted,



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

Dated: April 3, 2001

FILED

APR 04 2001
o / 11.05 (way
William A. Shaw
Prothonotary
no CIC
EWA
PO 16-00
BY CWD
CWD TO ATT

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

COUNTY NATIONAL BANK, :
Plaintiff :
vs. : No. 00-547-CD
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, certify that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the forgoing **PRAECIPE TO TRANSFER JUDGMENT** as follows:

Robert C. Rayman, Esquire
Attorney for Gary A. Gaboriault
1315 West College Avenue, Suite 300
State College, PA 16801

Gary A. Gaboriault
10002 Plymouth Road
Plymouth Meeting, PA 19462

Respectfully submitted,

Date: 4-3-01


Peter F. Smith, Esquire
Attorney for Plaintiff

FILED

APR 04 2001
04/11:05 (w)
William A. Shaw
Prothonotary
No C/C

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

COUNTY NATIONAL BANK, :
Plaintiff :
:
vs. : No. 00-547-CD
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above captioned matter, certify that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE REQUIRED BY PA.R.C.P. 3129** on the following parties at the following addresses on May 21, 2001.

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

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff

Date: May 21, 2001

FILED

MAY 22 2001

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 00-547-CD
vs.	:	
GARY A. GABORIAULT and	:	
MARY J. GABORIAULT,	:	
Defendants	:	

**WRIT OF EXECUTION
NOTICE**

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

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

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

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 756-2641

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
vs. :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
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:

ALL that certain lot of land situate in the Second Ward of the
Borough of Clearfield, Clearfield County, Pennsylvania, bounded and
described as follows:

BEGINNING at a point, being the corner of Ogden Avenue and center
line of vacated alley which separated this said piece of ground
from the right-of-way of Tyrone and Clearfield Railway (Conrail);
thence along said alley the following courses and distances: South
forty-six (46°) degrees forty-six (46') minutes West forty-four and
five tenths (44.5) feet to a point; thence South forty-seven (47°)
degrees forty-nine (49') minutes West, forty-four and five tenths
(44.5) feet to a point; thence South forty-eight (48°) degrees
forty-six (46') minutes west forty-four and five tenths (44.5) feet
to a point; thence South forty-nine (49°) degrees forty-nine (49')
minutes West forty-four and five tenths (44.5) feet to an iron pin;
thence South fifty (50°) degrees forty-three (43') minutes West,
forty-four and five tenths (44.5) feet to an iron pin, corner of
Lot Number Six; thence by the line of Lot Number Six, North forty
(40°) degrees sixteen (16') minutes West fifty-four and five
hundredths (54.05) feet to an iron pin; thence North forty-seven
(47°) degrees sixteen (16') minutes East, two hundred nineteen and
nine tenths (219.9) feet to an iron pin on Ogden Avenue; thence by
Ogden Avenue, South forty-three (43°) degrees seventeen (17')
minutes East, fifty-nine and zero tenths (59.0) feet to the corner
of Ogden Avenue and center line of vacated alley and place of
beginning.

BEING the same premises conveyed to the mortgagors by deed of BJR,
Inc. dated July 12, 1995, and recorded in Clearfield County Record
Volume 1688, Page 383.

2. Amounts Due:

a)	Balance	\$168,391.63
b)	Late Charge	00.00
c)	Interest accrued to 04/24/00	1,937.54
d)	Interest accruing from 04/24/00 at \$46.1319534 per day	
	(to be added)	\$
e)	Costs of suit (to be added)	\$
f)	Attorney's fees	\$
	PRELIMINARY TOTAL	\$170,319.17
	FINAL TOTAL	\$

Paid to Prothonotary 276.64



Prothonotary By: _____
Deputy

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

RECEIVED MAR 23 2001

@ 2:15 PM

Wester A. Watkins
by Margaret W. Pitt

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
vs. :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address _____

Phone Number _____

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

Date: _____

Defendant

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

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10882

COUNTY NATIONAL BANK

00-547-CD

VS.

GABORIAULT, GARY A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 11, 2001, AT 9:15 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, JUNE 1, 2001, AT 10:00AM O'CLOCK.

NOW, APRIL 11, 2001, SHERIFF JOHN P. DURANTE OF MONTGOMERY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON GARY A. GABORIAULT, DEFENDANT.

NOW, APRIL 11, 2001, SHERIFF JOHN P. DURANTE OF MONTGOMERY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MARY J. GABORIAULT, DEFENDANT.

NOW, APRIL 17, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON GARY A. GABORIAULT, DEFENDANT, BY DEPUTIZING THE SHERIFF OF MONTGOMERY COUNTY. THE RETURN OF SHERIFF DURANTE IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10882

COUNTY NATIONAL BANK

00-547-CD

VS.

GABORIAULT, GARY A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 29, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MARY J. GABORIAULT, DEFENDANT, BY DEPUTIZING THE SHERIFF OF MONTGOMERY COUNTY. THE RETURN OF SHERIFF DURANTE IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, JULY 6, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, JULY 13, 2001, RECEIVED PHONE CALL FROM PETER SMITH, ESQ., AND WAS INFORMED THAT PLAINTIFF PAID HIS FEE DIRECTLY TO HIM.

NOW, JULY 18, 2001, RECEIVED PLAINTIFF CHECK #183372 IN THE AMOUNT OF TWENTY THOUSAND SIX HUNDRED SIXTY-THREE DOLLARS AND NINETY-SIX CENTS (\$20,663.96).

NOW, JULY 19, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE (\$1.00) DOLLAR PLUS COSTS. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING REMAINING COSTS, LESS ATTORNEY FEE WHICH WAS PAID DIRECT.

**SHERIFF HAWKINS \$210.76
SURCHARGE \$ 40.00
PAID BY PLAINTIFF**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10882

COUNTY NATIONAL BANK

00-547-CD

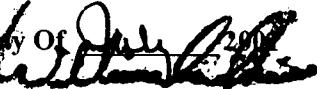
VS.

GABORIAULT, GARY A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

20th Day Of July 2001


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

So Answers,


by Margaret H. Dutt
Chester A. Hawkins
Sheriff

FILED

JUL 20 2001
11:30 pm
William A. Shaw
Prothonotary 



**Sheriff's Office
Clearfield County**

AFTER 4:00 P.M. (814) 743-1993
CLEARFIELD COUNTY PAY
(814) 743-8194

CHESTER A. HAWKINS
SHERIFF

SUITE 6
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
COUNTY NATIONAL BANK

NO. 00-547-CD

VS

**ACTION: WRIT OF EXECUTION, NOTICE OF SALE
AND COPY OF LEVY**

**GARY A. GABORIAULT AND
MARY J. GABORIAULT**

SERVE BY: APRIL 30, 2001

or

HEARING DATE:

SERVE: GARY A. GABORIAULT

**ADDRESS: 10002 Plymouth Road
Plymouth Meeting, PA 19462**

**Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of MONTGOMERY County to execute this writ.**

**This deputation being made at the request and risk of the plaintiff
this 11th day of APRIL 2001.**

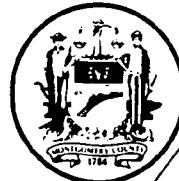
COPY

**Respectfully,
Chester A. Hawkins
by Margaret H. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY**

MAKE REFUND PAYABLE TO: PETER F. SMITH, ESQ.

SHERIFF'S OFFICE
COUNTY of MONTGOMERY
 COURT HOUSE

CUSTOMER'S COPY



AIRY AND SWEDE STREETS
 NORRISTOWN, PENNSYLVANIA 19404
 TELEPHONE (610) 278-3331

31644

Plaintiff

Defendant

Filed By

County Nat'l Bank
Mary J. Habreault
Clearfield

Date
4/17/01

INVOICE for charges
 RECEIPT for payment

Docket No.
X7915

Type of Transaction

AMOUNT

Docketing and Service

46

Additional Defendant

Surcharge

Writ of Execution

Garnishment

Interrogatory

Affidavit—Notary

Pistol Permit No.

Property Claim

Poundage

Notarial Certificate

Sheriff's Acknowledgment

Prothonotary Acknowledgment

Mileage

Additional Mileage

53603

FIVE THOUSAND FORMS

Check No.
176110*DMW*

Gerb

46

COPY

SHERIFF'S RETURN

PROTHONOTARY X- 1915

DEFENDANT: Gary A. Garorjault

DOCUMENT SERVED: Civil

INDIVIDUAL SERVED: Gary A. Garorianult

RELATIONSHIP TO DEFENDANT: Defendant

DATE AND PREVAILING TIME: April 17, 2001 @ 05:55

LOCATION 1002 Plymouth Road, Plymouth Meeting, PA

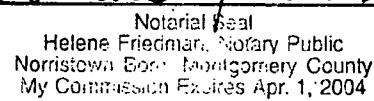
The above document was served on the defendant as per information listed above in the County of Montgomery, Commonwealth of Pennsylvania.

Affirmed and subscribed before me on this day so answers.

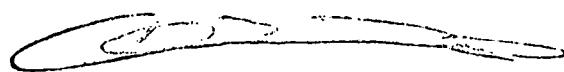
April 18, 2001

Notary Public

John P. Durante
Sheriff of Montgomery County



Deputy Sheriff
Boyle





Sheriff's Office
Clearfield County

CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

NO. 00-547-CD

VS

ACTION: WRIT OF EXECUTION, NOTICE OF SALE
AND COPY OF LEVY

GARY A. GABORIAULT AND
MARY J. GABORIAULT

SERVE BY: APRIL 30, 2001

or

HEARING DATE:

SERVE: MARY J. GABORIAULT

ADDRESS: 2617 DeKALB PIKE APT. 614
NORRISTOWN, PA 19401

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of MONTGOMERY County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 11th day of APRIL 2001.

COPY

Respectfully,
Chester A. Hawkins
by Margaret H. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: PETER F. SMITH, ESQ.



**Sheriff's Office
Clearfield County**

CHESTER A. HAWKINS
SHERIFF

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-6089

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

X-17
(19)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
COUNTY NATIONAL BANK

VS

*T. G. HAWKINS
MONTGOMERY*

NO. 00-547-CD

ACTION: WRIT OF EXECUTION, NOTICE OF SALE
AND COPY OF LEVY

PERSON SERVED GARY A. GABORIAULT

RELATION / POSITION DEFENDANT

PLACE OF SERVICE ABOVE ADDRESS

DATE OF SERVICE 05/5

DATE OF SERVICE 4-17-01

NUMBER OF ATTEMPTS 1

DEPUTY T. BOYLE

DEPUTY

4-30-01

LAST DAY OF SERVICE

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of MONTGOMERY County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 11th day of APRIL 2001.

Respectfully,
Chester A. Hawkins
by *Margaret M. Putt*
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: PETER F. SMITH, ESQ.

COPY

X 1915

01 APR 16 PM 2:00

HON. SHERIFF OF CLEARFIELD COUNTY

A. HAWKINS
SHERIFFSheriff's Office
Clearfield CountySUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830DARLENE SHULTZ
CHIEF DEPUTYMARGARET PUTT
OFFICE MANAGERMARILYN HAMM
DEPT. CLERKPETER F. SMITH
SOLICITORDEPUTATION

01 APR 16 PM 12:00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

NO. 00-547-CD

VS

ACTION: WRIT OF EXECUTION, NOTICE OF SALE
AND COPY OF LEVYGARY A. GABORIAULT AND
MARY J. GABORIAULT

PERSON SERVED _____

SECTION / POSITION _____

PLACE OF SERVICE _____

DATE OF SERVICE _____

DATE OF SERVICE _____

NUMBER OF ATTEMPTS _____

DEPUTY _____

REASON _____

LAST DAY OF SERVICE 4-30-01

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of MONTGOMERY County to execute this writ.This deputation being made at the request and risk of the plaintiff
this 11th day of APRIL 2001.RETURN/MOVED4-17-01
0800Dale
CawleyRespectfully,
Chester A. Hawkins
by Margaret H. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: PETER F. SMITH, ESQ.

COPYX 1915

NUMBER X- 1915

DATE: April 18, 2001

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

County National Bank
vs.

**Mary J. Gaboriault
2617 DeKalb Pike,
Apt. 614,
Norristown, PA**

NO SERVICE

SO ANSWERS.....*John P. Durante*

SHERIFF OF MONTGOMERY
COUNTY

Deputy
Cavalere

On April 17, 2001 @ 08:00 Return moved

SD Form 032-1 May 86

COPY



Sheriff's Office
Clearfield County

CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

NO. 00-547-CD

VS

GARY A. GABORIAULT AND
MARY J. GABORIAULT

ACTION: WRIT OF EXECUTION, NOTICE OF SLAE
AND COPY OF LEVY

SERVE BY: JUNE 1, 2001

OR

HEARING DATE:

SERVE: MARY J. GABORIAULT

ADDRESS: 2617 DEKALB PIKE APT 614
NORRISTOWN, PA 19401

COPY
EMPLOYMENT: Pds
670 SENTRY PARKWAY
BLUE BELL, PA 19422

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of MONTGOMERY County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 21st day of MAY 2001.

Respectfully,
Chester A. Hawkins
by Margaret H. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: PETER F. SMITH, ESQ.

~~10~~ County
SUITE 116
111 SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

NO. 00-547-CD

VS

GARY A. GABORIAULT AND
MARY J. GABORIAULT

ACTION: WRIT OF EXECUTION, NOTICE OF SLAE
AND COPY OF LEVY

SERVE BY: JUNE 1, 2001

or

HEARING DATE:

SERVE: MARY J. GABORIAULT

ADDRESS: 2617 DEKALB PIKE APT 614
NORRISTOWN, PA 19401

EMPLOYMENT: Pds
670 SENTRY PARKWAY
BLUE BELL, PA 19422

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of MONTGOMERY County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 21st day of MAY 2001.

PERSON SERVED MARY GABORIAULT

RELATION / POSITION TKS

(w/ck) PLACE OF SERVICE 670 SENTRY PARKWAY
BLUE BELL, PA 19422

TIME OF SERVICE 0940

DATE OF SERVICE 5/29/01

NUMBER OF ATTEMPTS 1

DEPUTY David Cawley

LAST DAY OF SERVICE

Respectfully,
Chester A. Hawkins
by Maryann H. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

Helene Friedman
Notarial Seal
Helene Friedman, Notary Public
Norristown Boro, Montgomery County
My Commission Expires Apr 1, 2004

May 30, 2001

X 2129

DEPUTATION
MONTGOMERY COUNTY
SHERIFF'S DEPT.



**SHERIFF'S OFFICE
COUNTY of MONTGOMERY
COURT HOUSE**

CUSTOMER'S COPY

323062

AIRY AND SWEDE STREETS
NORRISTOWN, PENNSYLVANIA 19404
TELEPHONE (610) 278-2331

Plaintiff

Defendant

Filed By

Date
5/25/01

Type of Transaction

INVOICE for charges
 RECEIPT for payment

Docket No.

AMOUNT

38.00

Docketing and Service

Additional Defendant

Surcharge

Writ of Execution

Garnishment

Interrogatory

Affidavit—Notary

Pistol Permit No.

Property Claim

Poundage

Notarial Certificate

Sheriff's Acknowledgment

Prothonotary Acknowledgment

Mileage

Additional Mileage

Check No. 1997951

53603

DGS 33.00

FIVE THOUSAND FORMS



183372

22-1676
960

DATE JULY 17, 2001

PAY TO THE ORDER OF CLEARFIELD COUNTY SHERIFF \$ 20,663.96

~~1000000000~~

DOLLARS

Security
features
printed on
back

CASHIER'S CHECK

CNB V. GABORIAULT - COSTS OF S. SALE
REMITTER CNN

Payable Through
Firstar Bank of Minnesota, N.A.
St. Paul, MN

Ex- 10882 183372 0960167650140010371017

[Handwritten signatures]

VICE PRESIDENT AND CASHIER
EXECUTIVE VICE PRESIDENT
AND CASHIER

COPY

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, JULY 9, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 6th day of JULY 2001, I exposed the within described real estate of GARY A. GABORIAULT AND MARY J. GABORIAULT

to public venue or outcry at which time and place I sold the same to COUNTY NATIONAL BANK
he/she 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		1.00
LEVY		15.00
MILEAGE		1.00
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE	.68	4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		1.00
RETURNS/DEPUTIZE		18.00
COPIES / BILLING		15.00
BILLING - PHONE - FAX		
TOTAL SHERIFF COSTS	\$	210.76

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT		**** 5.00
TRANSFER TAX 2%		
TOTAL DEED COSTS	\$	20.50

COPY \$ 20.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 168,391.63
INTEREST TO 4-24-00	1,937.54
INTEREST ACCRUING FROM 4-24-00 AT \$46.1319534	
TO BE ADDED	

TOTAL DEBT & INTEREST \$ 168,391.63

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	
ADVERTISING	279.48
LATE CHARGES & FEES	
TAXES-Collector	2,982.48
TAXES-Tax Claim	17,668.60
COSTS OF SUIT-To Be Added	
LIST OF LIENS	140.00
MORTGAGE SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	20.50
ATTORNEY COMMISSION	3,147.50
SHERIFF COSTS	\$ 210.76
LEGAL JOURNAL AD	85.50
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 276.64

TOTAL COSTS \$ **24,811.46**

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

Chester A. Hawkins, Sheriff

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs. :
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

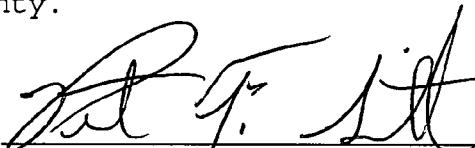
PRAECIPE

To: Clearfield County Sheriff

Dear Sir:

As counsel for the Plaintiff in the above captioned matter I appear and direct that the Writ of Execution be returned to the Prothonotary of Clearfield County.

Dated: 7-23-01



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

FILED

JUL 24 2001

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD

vs. :
GARY A. GABORIAULT and MARY J. : Type of Case:
GABORIAULT, : **FORECLOSURE**

Defendants :
: Type of Pleading:
: **PETITION TO FIX FAIR
MARKET VALUE OF REAL
ESTATE / DEFICIENCY
JUDGMENT**

: Filed on Behalf of:
: **PLAINTIFF**

: Counsel for Plaintiff:
: Peter F. Smith, Esq.
: Supreme Court No.34291
: 30 South Second Street
: P.O. Box 130
: Clearfield, PA 16330
: (814) 765-5595

: Counsel for Defendant,
: Gary A. Gaboriault:
: Robert C. Rayman, Esq.
: Devecka & Rayman
: 1315 West College Ave.
: Suite 300
: State College, PA 16801

FILED
SEP 21 2001

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs. :
:
GARY A. GABORIAULT and MARY J. :
GABORIAULT, :
Defendants :
:

RULE

Now this 24th day of September, 2000, upon consideration
of the attached Petition, a Rule is hereby issued upon the defendants
to Show Cause why the Petition should not be granted. This Rule
Returnable is due the 15th day of October, 2000, for filing
written response. Hearing shall be conducted in Courtroom 1 of the
Clearfield County Courthouse on the 17th day of October, 2000, at
9:30 A.m.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO
DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY
ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN
WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET
FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE
MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE
COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PLAINTIFF. YOU
MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR 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.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 50-51

BY THE COURT

FILED

SEP 24 2001

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs. :
:
GARY A. GABORIAULT and MARY J. :
GABORIAULT, :
Defendants :
:

**PETITION TO FIX FAIR MARKET VALUE OF REAL ESTATE:
DEFICIENCY JUDGMENT**

COMES NOW, County National Bank, Plaintiff, by its Attorney Peter F. Smith who represents that one.

1. County National Bank is the plaintiff in the above captioned matter and obtained judgment against the defendants on this action on February 1, 2001 in the amount of \$170,319.17 plus interests and costs.

2. The real estate subject to this foreclosure action is known as 211 Ogden Avenue, Second Ward, Clearfield Boro, Clearfield, Pennsylvania.

3. The Defendants are Gary A. Gaboriault and Mary J. Gaboriault:

A. Mr. Gaboriault resides at 1002 Plymouth Road, Plymouthmeating, Pennsylvania, 19462.

B. Mrs. Gaboriault's last known address is 2617 DeKalb Pike, Apartment 614, Norristown, Pennsylvania, 19401, but the sheriff of Montgomery served her with the Writ of Execution at her

place of employment, Tds, a software company, located at 670 Centry Parkway, Bluebell, Pa. 19422.

4. The Defendants executed a Mortgage and Note on July 14, 1995, in favor of County National Bank borrowing and promising to repay \$245,500.00. Copies of said Mortgage and Note are attached to the Complaint.

5. On June 1, 2001, the Clearfield County Sheriff conducted a sale of the defendants' commercial real estate described in paragraph 2 upon Writ of Execution filed in this matter by the Plaintiff.

6. Plaintiff purchased the property for \$1.00 plus taxes and costs.

7. On the date of the sheriff sale, the total debt, interest, costs and taxes due to plaintiff from the defendants were as follows:

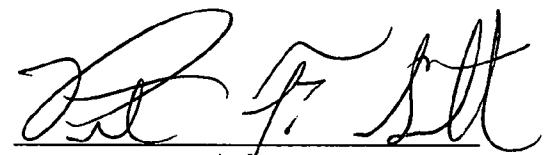
A. Debt	\$168,391.63
B. Interest to 4/24/00	\$ 1,937.54
C. Interest from 4/24/00-6/01/01	\$18,591.18
D. Taxes and costs collected at Sheriff Sale	<u>\$24,811.46</u>
Total	\$213,731.81

8. The defendants are the only persons known to plaintiff who may be directly or indirectly liable to CNB for the payment of the judgment.

9. The property has been appraised by Harry C. Buaber of H.C. Hauber Real Estate real state brokers & appraisers who established its fair market value to be \$70,500.00. A true and correct copy of said appraisal is attached hereto and incorporated herein by reference as exhibit A.

WHEREFORE, CNB requests that the fair market value of the property be fixed at \$70,500.00 dollars.

Respectfully Submitted



Peter F. Smith

Date: September 18, 2001

AFFIDAVIT

STATE OF PENNSYLVANIA

SS

COUNTY OF CLEARFIELD

CHRISTOPHER N. NORRIS, being duly sworn according to law, deposes and says that he is the Collections Officer for COUNTY NATIONAL BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Petition 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 17th
day of September, 2001.



Patricia A. London
Notary Public



8
Lap over margin

FILED
SEP 21 2001

William A. Shaw
Prothonotary

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

RCC
Atty Smith
GJS

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
:
vs. :
GARY A. GABORIAULT and MARY J. : Type of Case:
GABORIAULT, : FORECLOSURE
:
Defendants :
: Type of Pleading:
: EXHIBIT "A" TO
: PETITION TO FIX FAIR
: MARKET VALUE OF REAL
: ESTATE / DEFICIENCY
: JUDGMENT
:
: Filed on Behalf of:
: PLAINTIFF
:
:
: Counsel for Plaintiff:
: Peter F. Smith, Esq.
: Supreme Court No. 34291
: 30 South Second Street
: P.O. Box 130
: Clearfield, PA 16830
: (814) 765-5595
:
:
: Counsel for Defendant,
: Gary A. Gaboriault:
: Robert C. Rayman, Esq.
: Devecka & Rayman
: 1315 West College Ave.
: Suite 300
: State College, PA 16801

FILED

SEP 28 2001
CLEARFIELD COUNTY
William A. Shaw
Prothonotary Smith
GKB

TITLE

Title to the property is presently in the name of County National Bank. They recently acquired it at sheriffs' sale from Gary and Mary Gaboriault, husband and wife.

IDENTIFICATION OF THE PROPERTY

The subject property is located on the south side of Odgen Avenue, Clearfield, Clearfield County, Pa. The deed with a complete description is attached. This is recorded in Clearfield County, deed book 1688, page 383.

EASEMENTS, RESTRICTIONS, ENCUMBRANCES

Normal utility rights of way. Several other right of ways that were retained by previous owners and which limit the use of the subject property. A drawing showing the approximate location of the reserved areas is attached. This drawing is on record in Clearfield County deed book 778, page 331. This reserved land cannot be used for parking or obstructed in any manner.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the Market Value of the fee simple interest in the property as of September 6, 2001.

"Market Value" referred to in this report is defined in the Real Estate Terminology publication of the Appraisal Institute to mean the price which the property will bring in a competitive and open market, under all conditions requisite to a fair sale; the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

TAX DATA

The subject property is listed in the records of the Clearfield County Tax Assessors records as parcel #004 2 K08 224 00067.

Current assessment is:

Land:	6,875
Improvements:	<u>68,650</u>
Total	75,525

2001 Tax Rate	101.9
Annual Taxes	\$7,695.99

Assessment is based on 25% of 1989 market value, which places the Market Value of the subject property at \$302,100.

ZONING

The subject property is in a Residential Urban Zone, this is a zone that permits one-two and multiple family dwellings; up to 3 family conversion apartments, mobile homes and other uses listed below.

Permitted Nonresidential Uses and Structures

- 1) Churches and similar places of worship, parish house, convent.
- 2) Public parks, public playgrounds, municipal areas
- 3) Municipal buildings, public libraries, museums, and radio stations
- 4) Philanthropic institutions, hospitals, medical centers, YMCA and YWCA
- 5) Essential services

The following uses are Special Exceptions

- 1) Radio transmission towers and antennas
- 2) Public utility substations
- 3) Municipal structures
- 4) Barber and beauty shops, shoe repair
- 5) Conversion apartments
- 6) Clubs, lodges and fraternal organizations
- 7) Townhouses
- 8) Public and private schools, colleges and universities
- 9) Home occupations
- 10) Bed and Breakfast
- 11) Fraternities, sororities and dormitories
- 12) Rooming houses
- 13) Funeral parlors
- 14) Day care, family
- 15) Personal care boarding home for adults
- 16) Adult day care

Previous use of the subject building was non-conforming with the existing zoning regulations as it was used as a student dormitory. This use ceased over 1 year ago so subsequent use of the building must **NOW BE IN CONFORMANCE** with the zoning regulations.

This may potentially place severe limits on the future use of the subject property as a variance would have to be requested to allow for a new commercial use and there is no guarantee that this would be granted.

HIGHEST AND BEST USE

Defined in the Real Estate Terminology publication of the Appraisal Institute as that reasonable and most probable use that will support the highest present value as defined, as of the effective date of the appraisal.

Alternatively, that use, from among reasonable probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use.

The existing student dormitory has been vacant for several years and is no longer needed as a dorm. The highest and best use of the building would be conversion to offices or residential apartments if the necessary zoning exceptions could be received from local authorities. Should this not be possible, then the highest and best use would be demolition of the existing building and then use of the site for residential purposes.

DESCRIPTION OF THE PROPERTY

THE AREA: Older residential area, close to the downtown business district of Clearfield.

Buildings: Older two story homes, the subject dormitory, nursing home and other commercial structures.

Trend: Up. Clearfield has a viable downtown business district and a fairly active real estate market. Lock Haven University is in the process of constructing a new branch campus and the local Industrial Development authority has a KOZ (Keystone Opportunity Zone) on the site of the old Harbison-Walker plant-most of the site has been cleared so that new facilities can be constructed.

Lot Size: Southwest side of Ogden Avenue in the borough of Clearfield, Clearfield County, Pa.

Topography: Street grade and essentially level from front to rear.

Soil Content: Appears good, no visible signs of pollution or other inferior soil content.

Improvements: Gravel parking lot with some areas of macadam.
Concrete front sidewalk

Utilities: All available to the site but currently disconnected. These include public water, natural gas, electric, telephone and cable TV, storm and sanitary sewers.

BUILDING: Two story brick and block building with a newer one-story frame addition constructed on a concrete slab.

Style: Student dormitory

Age: Two-story building was constructed around 1950 with one story section being newer construction.

Rooms:
First Floor
Managers 2-room apartment with full bath and laundry area
13 dormitory rooms
Mens bathroom - 3 commodes, 3 urinals, 3 showers and 3 sinks

Second Floor
12 dormitory rooms
Ladies bathroom - 4 commodes, 4 showers, 5 sinks

Basement
2 rest rooms
Game room
Laundry
Lounge/kitchen
Furnace/Utility room
Storage areas

Interior Features: The building has been vacant for several years and utilities disconnected so it was not possible to determine if they all function.
Paneled walls
Carpet and tile floors
Fire light-4 zone fire alarm system
Smoke and fire detectors in all rooms
Individual heating units in rooms-thermostatically controlled
Suspended and tile ceilings
Wood trim
HC wood doors
Telephone and cable TV hookups in each dorm room
Copper and PVC plumbing
Romex wiring
Burnham heating boiler
100 gallon gas hot water tank

Exterior Features: Rubber & built up roof covering on two-story section of the building
Shingles on one story section
Brick, block and T111 exterior walls
Exterior lighting
Single pane windows with screens
Concrete pad at front entrance is deteriorated and must be replaced for safety reasons

APPRAISAL PROCESS

There are three commonly accepted techniques for estimating Market Value. In this analysis, only the Comparable Sales Approach could be utilized. The building is currently vacant and no longer complies with zoning, so until a new use has been determined it is impossible to estimate potential income and expense which therefore does not allow use of the income approach. The subject building, because of zoning, suffers from a great amount of Functional & External depreciation which makes the Cost Approach unreliable since it is difficult to arrive at accurate depreciation amounts on a building with this type of problems.

Three Approaches To Value

A. Direct Sales Comparison Approach:

Market Data Approach: Traditionally, an appraisal procedure in which the market value estimate is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value in a static or advancing market (price wise), and fixing the higher limit of value in a declining market: and the latter fixing the higher limit in any market. It is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being appraised. The reliability of this technique is dependent upon (A) the availability of comparable sales data. (B) The absence of non- typical conditions affecting the sales price.

In essence, all approaches to value (particularly when the purpose of the appraisal is to establish market value) are market approaches as the data inputs are presumably market derived.

Cost Approach to Value

In the appraisal analysis, the Cost Approach is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements, which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site for which there exists no comparable properties on the market.

The procedure followed in calculating and analyzing the Cost approach includes various steps. After inspection of the neighborhood, the site and the improvements, and gathering all available relevant data, the following steps were taken.

1. Land Value - The land value was estimated as though vacant and available to be developed to its highest and best use.
2. Replacement Cost - The replacement costs of the structure(s) were estimated on the effective appraisal date.
3. Depreciation - The amount of accrued depreciation was estimated, characterized by three major types:
 - A. Physical Deterioration
 - B. Functional Obsolescence
 - C. Economic (External) Obsolescence
4. Replacement Costs (Depreciated) - The appropriate estimated depreciation was deducted from the replacement costs of the structure to derive an estimate of the structures contribution to total value.
5. Accessory Buildings and Plot Improvements - The replacement cost and depreciation for accessory buildings and for site improvements were estimated, then estimated depreciation was deducted from the replacement costs of these improvements.

6. Summarization - The next step was to add depreciated replacement costs of the structure(s), accessory buildings, and site improvements to obtain and estimate total present value of all the improvements.
7. Value Indication - The final step in the Cost Approach is the addition of the estimated total present value of all improvements to land value to obtain an indication of value for the subject property.

C. Income Approach:

That procedure in appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate. The income approach is widely applied in appraising income-producing properties. Anticipated future income and/or reversions are discounted to a present worth figure through the capitalization process.

Capitalization takes two forms: Direct Capitalization and Yield Capitalization

Direct Capitalization is the method used to convert an estimate of a single year's income expectancy or an annual average of several year's income expectancies into an income estimate by an appropriate rate or by multiplying the income estimate by an appropriate factor.

Yield Capitalization is a method used to convert future benefits to present value by discounting each future benefit at an appropriate yield rate or by developing an overall rate that reflects the investor's income pattern, value change and yield rate.

ANALYSIS AND VALUE

DIRECT SALES COMPARISON APPROACH

The analysis of the subject site involved a search for sales of similar type properties in either the same or a similar market area. Land value was established separately from reviewing recent sales. The most similar land sale was the adjoining vacant lot (63' 5" x 224' 92" x 63'5" x 222'5") that sold for \$4,392.63 or \$69.17 per front foot.

The subject has frontage of 59'5" so site value was established at
59'5" x \$69.17 = \$4,115.00

Rounded to

FOUR THOUSAND ONE HUNDRED DOLLARS
\$4,100.00

The process of comparison involved the application of adjustments for dissimilar characteristics. These included the following conditions and features:

Time of sale
Location
Lot size and characterizations
Site improvements if any
Special terms of the sale or financing

The sales are described and compared to the subject on the following pages.

Comparable Sale #1

Address: Corner of Cussewago & Findlay Roads
Meadville, PA

Parcel: ?

Sale Price: \$40,000

Sale Date: 3/19/84

Grantor: Meadville School District

Grantee: Cerebral Palsy

Site Area: 250' x 420' = 2.4 acres

Building Area: 14,388 sq. ft.

Age: 45 years old at time of sale

Zoning: Residential - Urban

Merged

Price/Sq. Ft.: \$2.78

Comments: One and two story brick school building with a combination gym/cafeteria, kitchen, offices, classrooms and restrooms. Converted to training and rehab center for the handicapped, including transitional independent living quarters.

Comparable Sale #2:

Address: 149 N Main Street
Meadville, PA.

Parcel: ?

Sale Price: \$75,000

Sale Date: 12/22/82

Grantor: Meadville School District

Grantee: Meadville City Hospital
Site Area: 535'x 315' = 3.87 acres
Building Area: 5,607 sq. ft.
Age: 47 years old
Zoning: R1 - Single Family Residential
Merged Price/
Sq. Ft.: \$13.37

Comments: One story brick school building containing classrooms, offices and restrooms. Converted to medical offices and a lab after the purchase. Site was much larger than subject's.

Comparable Sale #3:

Address: South Broad & South Streets
Ridgway, PA.
Parcel: ?
Sale Price: \$72,050
Sale Date: 12/05/96
Grantor: Elk County Commissioners'
Grantee: Udarbe
Site Area: .75 acres
Building Area: 34,500 sq. ft.
Age: 96 years old
Zoned: Residential
Merged
Price/sq.ft: \$2.09
Comments: Old three-story, brick school building that had been vacant for many years and was in a deteriorating condition. Being converted to office space since the sale date.

Comparable Sale #4:

Address:	Fourth Second Emporium, PA.
Parcel:	2-52-066-00-00
Sale Price:	\$25,000
Sale Date:	7/23/99
Grantor:	Cameron County School District
Grantee:	Joseph Caldwell
Site Area:	40,500 sq. ft.
Building Area:	18,926 sq. ft.
Age:	Built 1924
Zoning:	Residential
Merged Price/sq.ft.:	\$.62
Comments:	This is a 75-year old school building that was vacated by the school district. It is located in a RESIDENTIAL ZONE, which severely limited possible uses of the structure. Quality of construction, current functional utility or less than the subject property.

Approximately 10 other sales were reviewed. These were mostly vacant school buildings that were converted to other uses after purchase (nursing home, personal care facility, day care, offices, private school)

The merged price per square foot of these sales ranged from \$8.75 to \$18.91 but most of the sales complied with zoning regulations so no variances were necessary. This increased the value of the properties as the four comparable sales shown that are not in zoning compliance only had values per square foot in the \$.62 to \$13.37 range.

It is the appraisers' opinion that the subject property has a value per square foot of above ground area of \$8.50.

This gives an indicated value by the Direct Sales Comparison Approach of:

Building area 8,352 sq. ft. @ \$8.50 = \$70,992

Rounded to

SEVENTY THOUSAND FIVE HUNDRED DOLLARS
(\$70,500)

RECONCILIATION AND FINAL ESTIMATE OF VALUE

Comparable Sales Approach to Value	-	\$70,500
Cost Approach to Value	-	NOT UTILIZED
Income Approach to Value	-	NOT UTILIZED

The Sales Comparison Approach is generally considered the best indication of value since it reflects the current actions of buyers and sellers in the subject market.

FINAL ESTIMATE OF VALUE

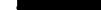
After giving full consideration to all of the features and conditions outlined in these analyses, the value of the fee simple interest of the subject property, as of September 6, 2001, is the amount of:

**SEVENTY THOUSAND FIVE HUNDRED DOLLARS
(\$70,500)**


Harry C. Hauber
Certified General Appraiser
H. C. Hauber Real Estate
Cert. No. GA 000238-L

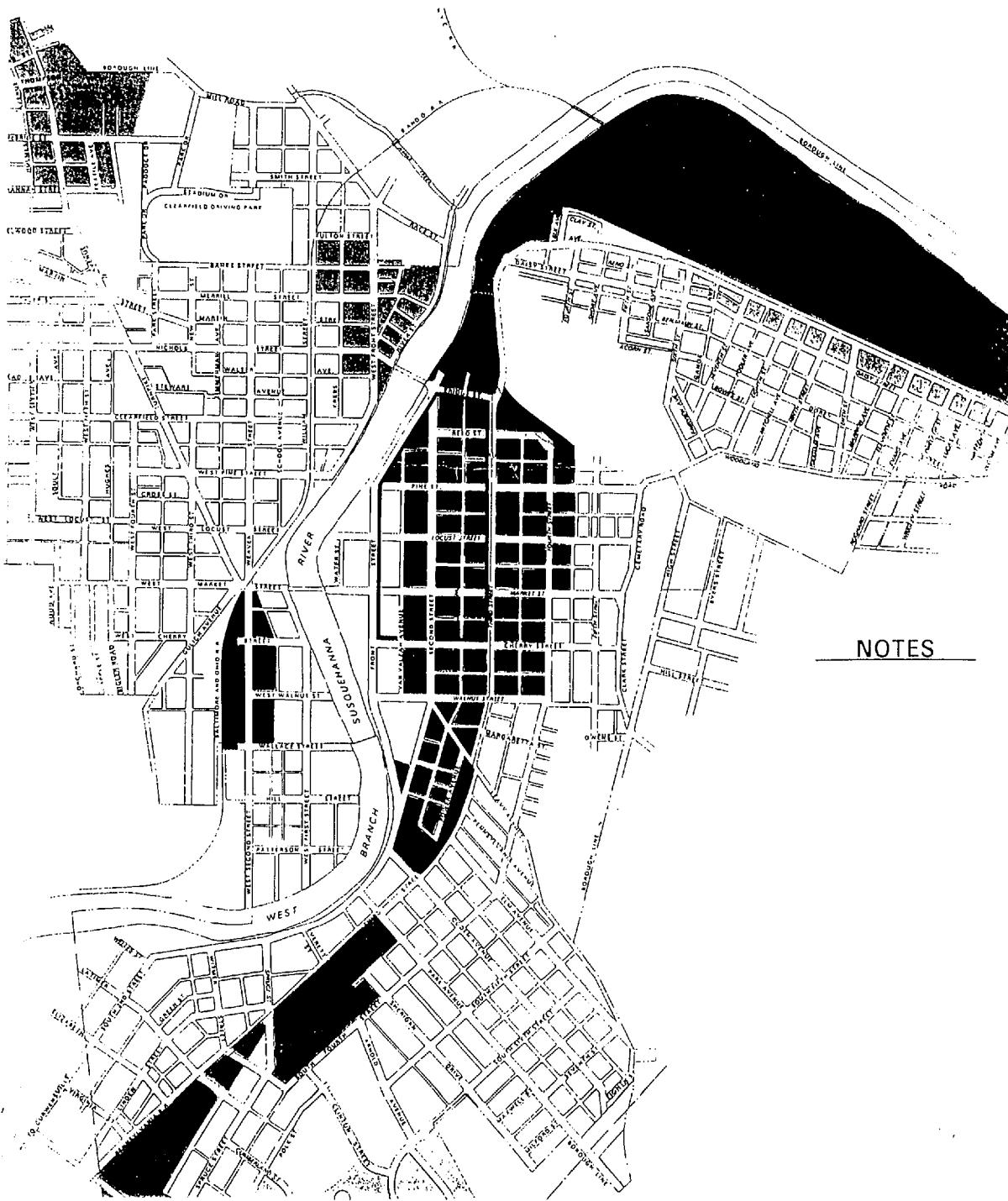
HCH/rah

BOROUGH OF CLEARFIELD
DISTRICT ZONING MAP
CLEARFIELD COUNTY - PENNSYLVANIA

	RU	RESIDENTIAL URBAN		RLB	RESIDENTIAL LIMITED BUSINESS
	RS	RESIDENTIAL SUBURBAN		C	COMMERCIAL
	RO	RESIDENTIAL OFFICE		C-H	COMMERCIAL HIGHWAY
	RD	RESIDENTIAL DEVELOPMENT		I	INDUSTRIAL

CBD OVERLAY BOUNDARY

10 FEET



PARKING

<u>USE</u>	<u>REQUIRED PARKING SPACES</u>
1. Auto Sales and Service	1 for each 200 sq. ft. GFA
2. Service Stations	1 for each 200 sq. ft. GFA
3. Single- and Two-Family Dwelling	2 per dwelling unit
4. Multi-Family Dwelling	2.5 per dwelling unit*
5. Mobile Home Parks	2 per each space
6. Hotels and Motels	1 per guest room**
7. Funeral Home and Mortuaries	25 for the first parlor 10 for each additional parlor
8. Hospitals	1 per each bed*
9. Nursing Homes	1 per each 3 beds
10. Churches	1 per each 4 seats
11. Schools	1 per each teacher and staff 1 for each 4 classrooms plus 1 for each 4 high school students
12. Sports Arenas, Stadiums Theaters, Auditoriums, Assembly Halls	1 per each 3 seats
13. Community Buildings, Social Halls, Dance Halls, Clubs and Lodges	1 space for each 50 sq. ft. of public floor area
14. Roller Rinks	1 space for each 200 sq. ft. GFA
15. Bowling Alleys	5 per alley
16. Banks and Offices	1 for each 250 sq. ft. GFA
17. Medical Office and Clinics	8 spaces per doctor
18. Dental Offices	5 spaces per doctor
19. Retail Stores	1 per each 200 sq. ft. GFA
20. Fast Food/Drive-In Restaurants	1 per each 50 GFA**
21. Furniture Stores	1 per each 400 sq. ft. GFA
22. Food Supermarkets	1 per each 200 sq. ft. GFA
23. Trailer and Monument Sales	1 per each 2,500 sq. ft. of lot area
24. Restaurants, Taverns and Nightclubs	1 for each 2.5 patron seats
25. Swimming Pool (Public)	1 for each 3 lockers
26. Industrial and Manufacturing Establishments, Warehouses, Wholesale and Truck Terminals	1 space per employee, on the largest shift

*Multi-family units devoted to the elderly shall only be required to provide .5 parking spaces per unit. Such uses must supply adequate proof they will be dedicated to elderly tenants and shall be required to follow normal parking standards if they revert to non-elderly use.

**Plus one (1) space per employee and staff on major shift.

Note: GFA means gross floor area.

2. For the purpose of this Ordinance, in residential districts required parking spaces can be provided in an attached or unattached garage or carport on the premises and that portion of the driveway off the public right-of-way may be considered as parking space.
 - a. Multiple-dwellings, apartment houses and conversion apartments. A garage accessory to an apartment house shall provide for the storage of vehicles of the owner, tenants and employees. No parking space shall be provided nor parking permitted in front yard areas of apartment houses, unless approved by the Planning Commission. (See number "d" hereof.)
3. Reserved.
4. Home occupation. (Note, the following guides are for spaces in addition to the ones required for the residence.)
 - a. Legal office. One (1) space for each employed person (the resident attorney, an associate, etc.); two (2) additional spaces for clients and occasional sales persons or consultants.
 - b. Architects and landscape architects. One (1) space for the resident architect and one (1) additional space for an employee. Two (2) additional spaces for clients and/or other visitors.
 - c. Engineers and accountants. One (1) space for the resident and one (1) additional space for an employee. Two (2) additional spaces for clients and occasional visitor.
 - d. Physicians and dentists. One (1) space for the resident and one (1) additional space for the employee, associate or other affiliated person. Three (3) additional spaces for patients.
 - e. Realtors, insurance agents, offices and elected officials. Three (3) spaces.
 - f. Barber shops and beauty parlors. Two (2) spaces, where there is only one (1) customer facility provided (one barber chair, one dryer, etc.); one (1) additional space shall be required for each customer facility in excess of one (1).
 - g. Dressmakers, milliners and others. Three (3) spaces.

N 40° 16'W 54.05'

1

Cooperative Trucks

卷之三

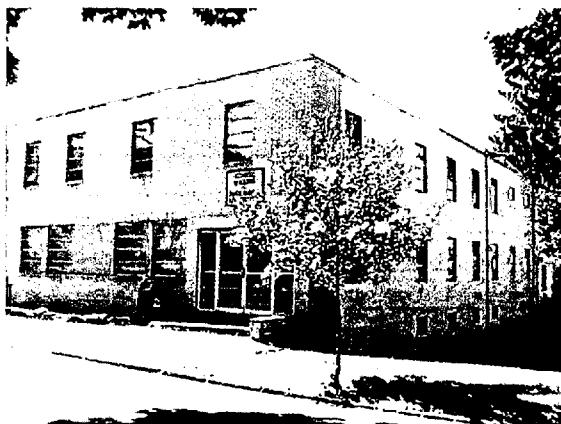
8. Ogden Ave

Survey of Lot
Thomas H. Cliniced Aug 19th 1977
 Part lots 1, 2, 3, 4 & 5 Mary J Ogden Plot
 Second Ward - Clearfield Boro
 Scale 1" = 20' March 26, 1977
 By: William L. Martin, P.E.

L1 due 11/01

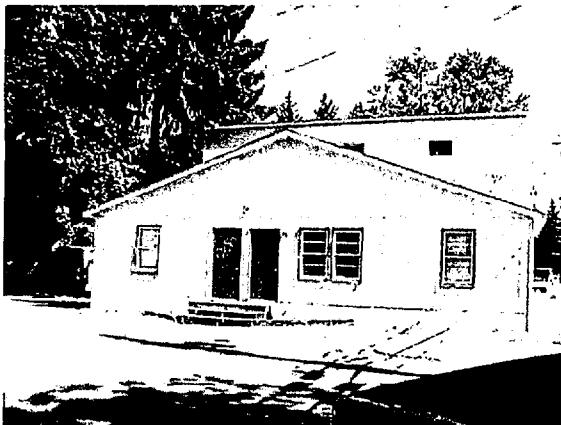
Subject Photo Page

Borrower/Client	COUNTY NATIONAL BANK		
Property Address	211 OGDEN AVENUE		
City	CLEARFIELD	County	CLEARFIELD
Lender	COUNTY NATIONAL BANK, CLEARFIELD, PA		



Subject Front

211 OGDEN AVENUE
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

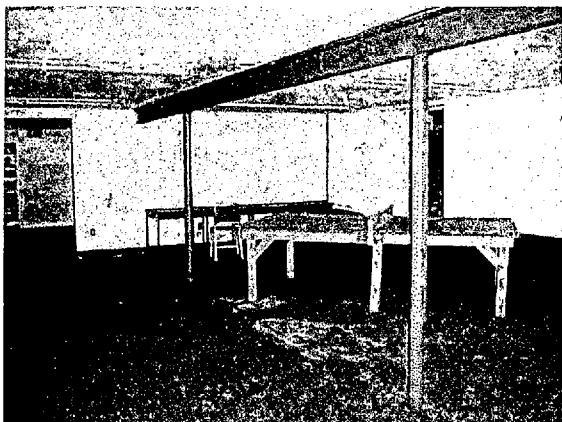


Subject Rear

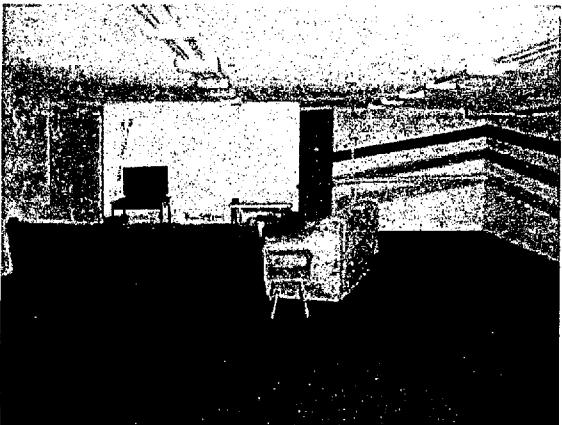
Subject Street

1 Page #0
PHOTOGRAPH ADDENDUM

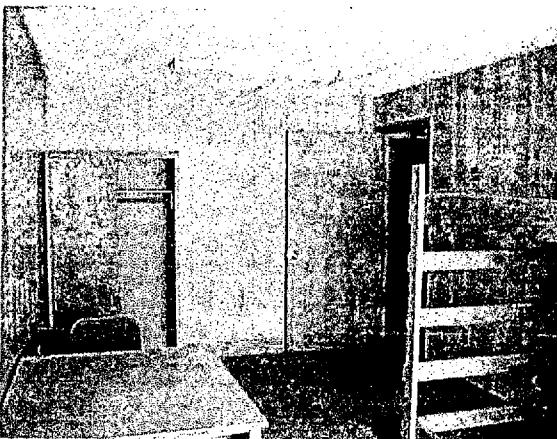
Borrower/Client	COUNTY NATIONAL BANK		
Property Address	211 OGDEN AVENUE		
City	CLEARFIELD	County	CLEARFIELD
Lender	COUNTY NATIONAL BANK	CLEARFIELD, PA	State PA Zip Code 16830



BASEMENT GAME ROOM



DINING ROOM/LOUNGE



TYPICAL DORM ROOM

PHOTOGRAPH ADDENDUM

Borrower/Client	COUNTY NATIONAL BANK		
Property Address	211 OGDEN AVENUE		
City	CLEARFIELD	County	CLEARFIELD
Lender	COUNTY NATIONAL BANK, CLEARFIELD, PA	State	PA



TYPICAL DORM ROOM



MENS BATHROOM



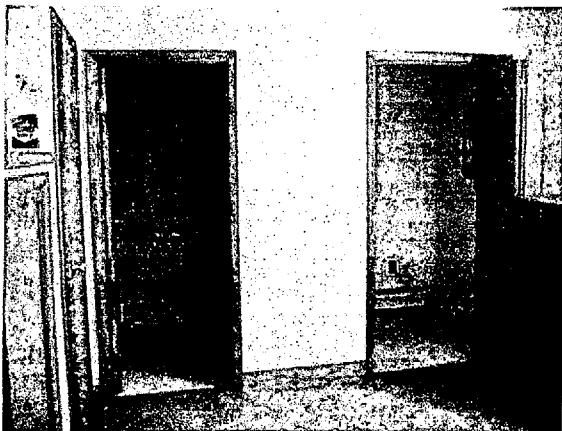
TYPICAL DORM ROOM

Page # 10
PHOTOGRAPH ADDENDUM

Borrower/Client	COUNTY NATIONAL BANK		
Property Address	211 OGDEN AVENUE		
City	CLEARFIELD	County CLEARFIELD	State PA
Lender	COUNTY NATIONAL BANK, CLEARFIELD, PA		



MANAGERS KITCHEN



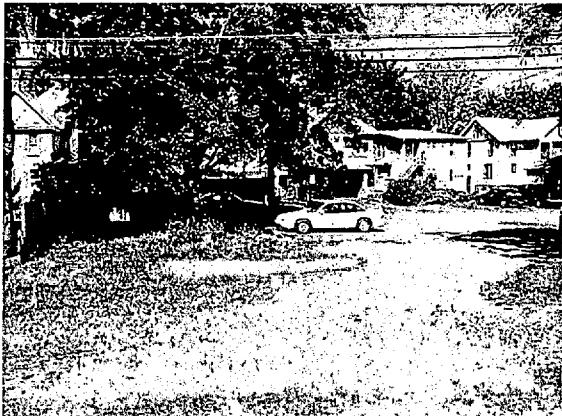
MANAGERS BATH AND LAUNDRY



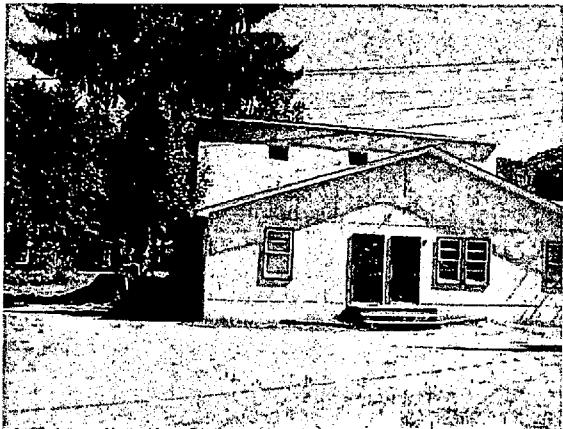
SUBJECT BUILDING-FRONT

PHOTOGRAPH ADDENDUM

Borrower/Client	COUNTY NATIONAL BANK		
Property Address	211 OGDEN AVENUE		
City	CLEARFIELD	County	CLEARFIELD
Lender	COUNTY NATIONAL BANK, CLEARFIELD, PA		



PARKING LOT



BUILDING REAR



DEEDED RIGHT OF WAY 12' &
APPROXIMATELY 6' FROM THE
SIDE OF THE SUBJECT BUILDING

PHOTOGRAPH ADDENDUM

Borrower/Client	COUNTY NATIONAL BANK		
Property Address	211 OGDEN AVENUE		
City	CLEARFIELD	County	CLEARFIELD
Lender	State PA Zip Code 16830		



CURRENTLY UTILIZED DRIVEWAY
TO ADJOINING PROPERTIES

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 211 OGDEN AVENUE, CLEARFIELD, PA 16830

APPRAISER:

Signature: HARRY C. HANBER
 Name: HARRY C. HANBER
 Date Signed: SEPTEMBER 14, 2001
 State Certification #: GA 000238L
 or State License #: GA 000238L
 State: PA
 Expiration Date of Certification or License: 6/30/2003

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

Did _____ Did Not Inspect Property _____

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

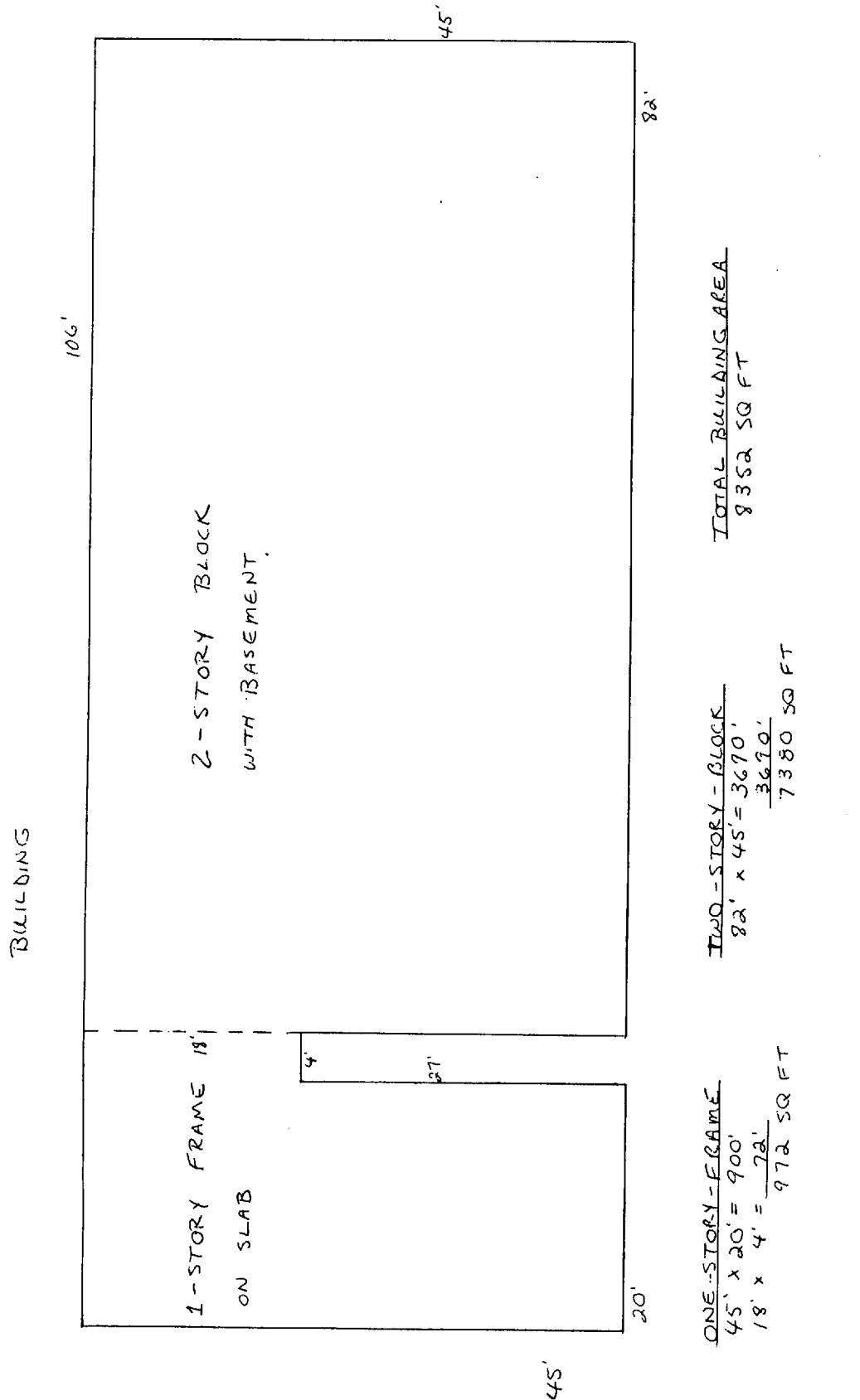
My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant professional assistance to the person signing this report.

SKETCH ADDENDUM

Borrower/Client	County National Bank
Property Address	211 Ogden Avenue
City	Clearfield
County	Clearfield
Lender	County National Bank-Clearfield PA
State	PA
Zip Code	16830



This Indenture

made the 12th day of July 1995

Between BJR, INC.

a Corporation organized and existing under the laws of Pennsylvania
having its principal place of business in Clearfield, Clearfield County, Pennsylvania,

(hereinafter called "Grantor")

AND

GARY GABORIAULT and MARY J. GABORIAULT, husband and wife, of 901 East Presqueisle Street, Philipsburg, Clearfield County, Pennsylvania, as tenants by the entireties, (hereinafter called "Grantee")

Witnesseth, That the said Grantor in consideration of the sum of Two Hundred Thirty-Seven Thousand Five Hundred (\$237,500.00) and 00/100 ----- Dollars, paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell and convey to the said Grantees' their heirs, executors and assigns

ALL

that certain lot of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, being the corner of Ogden Avenue and center line of vacated alley which separated this said piece of ground from the right-of-way of Tyrone and Clearfield Railway (Conrail); thence along said alley the following courses and distances: South forty-six (46°) degrees forty-six (46') minutes West forty-four and five tenths (44.5) feet to a point; thence South forty-seven (47°) degrees forty-nine (49') minutes West, forty-four and five tenths (44.5) feet to a point; thence South forty-eight (48°) degrees forty-six (46') minutes West forty-four and five tenths (44.5) feet to a point; thence South forty-nine (49°) degrees forty-nine (49') minutes West forty-four and five tenths (44.5) feet to an iron pin; thence South fifty (50°) degrees forty-three (43') minutes West, forty-four and five tenths (44.5) feet to an iron pin, corner of Lot Number Six; thence by the line of Lot Number Six, North forty (40°) degrees sixteen (16') minutes West fifty-four and five hundredths (54.05) feet to an iron pin; thence North forty-seven (47°) degrees sixteen (16') minutes East, two hundred nineteen and nine tenths (219.9) feet to an iron pin on Ogden Avenue; thence by Ogden Avenue, South forty-three (43°) degrees seventeen (17') minutes East, fifty-nine and zero tenths (59.0) feet to the corner of Ogden Avenue and center line of vacated alley and place of beginning.

TOGETHER with any rights which the Grantors may have to the other six (6) feet of the vacated alley along the entire southern side of the premises hereby being conveyed.

EXCEPTING AND RESERVING to the Grantors, their heirs, executors, administrators and assigns, in common with the Grantees, their heirs, executors, administrators and assigns, a non-exclusive right to use the area shaded (or hatched) in red for access from Ogden Avenue to the driveway of the Grantors located on Lot Number Three of the Mary Jane Ogden plot of lots in the Second Ward of the Borough of Clearfield, and for access to a garage located on Lot Number Four of the Mary Jane Ogden plot of lots in the Second Ward of the Borough of Clearfield, which area, shaded or hatched in red, shall not be used for parking or obstructed as to impede the free ingress, egress and regress to the other lands of the Grantors as mentioned herein.

BEING the same premises conveyed to the Grantors herein by deed dated June 3, 1991 and recorded in Clearfield County Deed Book Volume 1400, Page 377.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
JULY 1995
REB-11352 900.00

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
JULY 1995
REB-11352 900.00

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
JULY 1995
REB-11352 575.00

CLEARFIELD AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 2375.00
PAID 7/14/95 KAREN L STARCK
Agmt

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

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@mail.uplink.net

September 28, 2001

HAND DELIVER

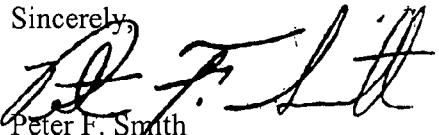
William A. Shaw, Prothonotary
Clearfield County Courthouse
One South Second Street
Clearfield, PA 16830

Re: CNB vs. Gaboriault

Dear Mr. Shaw:

I submit herewith Exhibit "A" which should have been attached to the Petition to Fix Fair Market Value which I originally filed on September 21, 2001. I also enclose three copies for certification. Please file this in as a part of the docket to this case. I will serve the certified copies together with the Petition and Rule on opposing counsel.

Thank you very much for your cooperation and assistance in this matter.

Sincerely,

Peter F. Smith

PFS/ams

Enclosures

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

GARY A. GABORIAULT and
MARY J. GABORIAULT,
Defendants

No. 00-547-CD

Type of Case:
FORECLOSURE

Type of Pleading:
**ANSWER TO PETITION TO FIX
FAIR MARKET VALUE OF
REAL ESTATE**

Filed on Behalf of:
DEFENDANT
GARY A. GABORIAULT

Counsel for Defendant, Gary A. Gaboriault:
Robert C. Rayman, Esq.
Attorney ID# 30339
1315 W. College Ave., Suite 300
State College, PA 16801
(814) 234-5227

Counsel for Plaintiff:
Peter F. Smith, Esq.
Supreme Court No. 34291
30 South Second Street
PO Box 130
Clearfield, PA 16830
(814) 765-5595

FILED

OCT 10 2001

10/12/01/noc
William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 00-547-CD
: :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

**ANSWER TO PETITION TO
FIX FAIR MARKET VALUE OF REAL ESTATE**

AND NOW comes the Defendant, Gary A. Gaboriault and states as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. Defendant received notice of the sale and appeared on the date specified.

Defendant was informed that the sale had been continued.

6. Denied. Defendant is unaware of what, if anything, Plaintiff bid for the property.
7. Admitted as to principal and interest. Defendant is unaware of the amount of taxes and costs paid and the same is therefore denied.
8. Admitted.
9. Denied that the value of the property is \$70,500. The property was purchased by

Defendants for \$237,500 on July 12, 1995. The property is assessed for tax purposes at \$302,100.

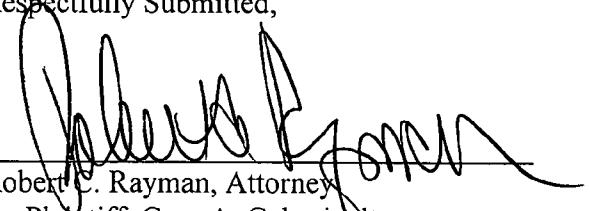
The appraisal of Plaintiff makes several erroneous assumptions:

- a) The subject property was nonconforming. The property was a dormitory and recognized as a special exception in the zoning district.
- b) The building must now be in conformance with zoning. The building is in conformance and is a special exception use.
- c) The property is no longer needed as a dorm. The appraiser provides no basis for the assumption that the building is no longer needed as a dorm.
- d) The appraisal relies only upon comparable sales, none of which are in Clearfield and none of which are comparable in nature.

WHEREFORE, Defendant Gary A. Gaboriault requests that the fair market value be fixed at the original purchase price of \$237,500.00

Dated: 10/08/01

Respectfully Submitted,



Robert C. Rayman, Attorney
for Plaintiff, Gary A. Gaboriault
Attorney ID# 30339
1315 W. College Ave., Suite 300
State College, PA 16801
(814) 234-5227

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

COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 00-547-CD
: :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

CERTIFICATE OF SERVICE

I, Kathryn M. Sanderson, certify that I have this date served a true and correct copy of the Defendant's Answer To Petition To Fix Fair Market Value Of Real Estate upon Plaintiff's counsel at:

Peter F. Smith, Esq.
30 South Second Street
PO Box 130
Clearfield, PA 16830

by placing the same in the United States First Class Mail, postage prepaid and addressed as listed herein.

By: Kathryn M. Sanderson
Kathryn M. Sanderson,
Assistant to Robert C. Rayman, Esq.
Attorney for Defendant
1315 W. College Ave., Suite 300
State College, PA 16801
(814) 234-5227

Date: 10-9-01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COUNTY NATIONAL BANK : :

VS. : NO. 00-547-CD

GARY A. GABORIAULT, et al : :

O R D E R

NOW, this 17th day of October, 2001, following the taking of testimony on the Plaintiff's Petition to Fix Fair Market Value on Real Estate, it is the ORDER of this Court that counsel for the Defendant shall have no more than twenty (20) days from this date in which to submit appropriate brief to the Court. Counsel for the Plaintiff shall have no more than ten (10) days following his receipt of Defendant's brief to respond in kind.

BY THE COURT,


Judge

FILED

OCT 19 2001

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11585

COUNTY NATIONAL BANK

00-547-CD

VS.

GABORIAULT, GARY A. and MARY J.

PETITION TO FIX FAIR MARKET VALUE OF REAL ESTATE/EFICIENCY JUDGMENT & RULE;
EXHIBIT A

SHERIFF RETURNS

NOW OCTOBER 1, 2001, JOHN P. DURANTE, SHERIFF OF MONTGOMERY
COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF
CLEARFIELD COUNTY TO SERVE THE WITHIN PETITION TO FIX FAIR MARKET
VALUE OF REAL ESTATE/EFFICIENCY JUDGMENT & RULE, EXHIBIT A ON MARY J.
GABORIAULT, DEFENDANT.

NOW OCTOBER 9, 2001 SERVED THE WITHIN PETITION TO FIX FAIR MARKET
VALUE OF REAL ESTATE/EFFICIENCY JUDGMENT & RULE, EXHIBIT A, ON MARY
J. GABORIAULT, BY DEPUTIZING THE SHERIFF OF MONTGOMERY COUNTY.
THE RETURN OF SHERIFF DURANTE IS HERETO ATTACHED AND MADE A PART
OF THIS RETURN.

Return Costs

Cost	Description
28.94	SHFF. HAWKINS PAID BY: ATTY.
33.00	SHFF. DURANTE PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.
<u>71.94</u>	

FILED

NOV 02 2001

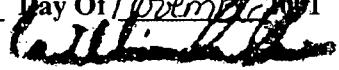
09:30am

William A. Shaw

Prothonotary

853

Sworn to Before Me This

2nd Day Of November 2001


So Answers,


Chester A. Hawkins
Sheriff

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

SHERIFF'S RETURN

PROTHONOTARY X- 5180

DEFENDANT: Mary J. Gaboriault

DOCUMENT SERVED: Civil

INDIVIDUAL SERVED: Mary J. Gororiault

RELATIONSHIP TO DEFENDANT: Defendant

DATE AND PREVAILING TIME: October 9, 2001 @ 11:00

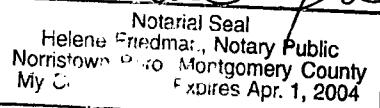
LOCATION 650 Sentry Parkway 2nd Floor, Blue Bell, PA

The above document was served on the defendant as per information listed above in the County of Montgomery, Commonwealth of Pennsylvania.

Affirmed and subscribed before me on this day so answers.

October 10, 2001

Notary Public



John P. Durante
Sheriff of Montgomery County

Deputy Sheriff
Mason

William Mason



**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

10/4
7
DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

TERM & NO. 00-547-CD

VS

GARY A. & MARY J. GABORIAULT

SERVE BY: ASAP

or

HEARING DATE: 10/17/01 @ 9:30am

DOCUMENT TO BE SERVED:

PETITION TO FIX FAIR MARKET VALUE OF REAL
ESTATE/EFFICIENCY JUDGMENT & RULE; EXHIBIT A

MAKE REFUND PAYABLE TO: PETER F. SMITH, Attorney

SERVE: MARY J. GABORIAULT

ADDRESS: EMPLOYMENT: Pds, 670 Sentry Parkway, Bluebell, Pa. 19422

PERSON SERVED Mary J. GABORIAULT

RELATION / POSITION Personal Service

PLACE OF SERVICE # 650 Sentry Parkway (2nd) Floor

TIME OF SERVICE 11:00 AM

DATE OF SERVICE 10-9-01

NUMBER OF ATTEMPTS 1

DEPUTY Chester A. Hawkins

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

Respectfully,

01 OCT - 3 AM 10:53

RECEIVED
CLEARFIELD COUNTY
SHERIFF'S OFFICE
OCT 13 2001

LAST DAY OF SERVICE 10/21/01

X5180



SHERIFF'S OFFICE
COUNTY of MONTGOMERY
 COURT HOUSE

CUSTOMER'S COPY

330107

AIRY AND SWEDE STREETS
 NORRISTOWN, PENNSYLVANIA 19404
 TELEPHONE (610) 278-3331

Plaintiff County Nat'l. Bank

Defendant Saboriayr, Mary
 Filed By Clearfield

Date
10/4/01

INVOICE for charges
 RECEIPT for payment

Docket No.
X5780

Type of Transaction

AMOUNT

33 00

Docketing and Service

Additional Defendant

Surcharge

Writ of Execution

Garnishment

Interrogatory

Affidavit—Notary

Pistol Permit No.

Property Claim

Poundage

Notarial Certificate

Sheriff's Acknowledgment

Prothonotary Acknowledgment

Mileage

Additional Mileage

Check No.

Clerk

33 00

FIVE THOUSAND FORMS

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

COUNTY NATIONAL BANK,
Plaintiff

*

*

*

vs.

*

NO. 2000-547-C.D.

*

*

*

GARY A. GABORIAULT and
MARY J. GABORIAULT,
Defendants

*

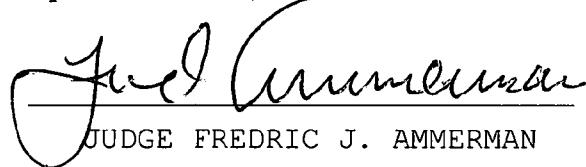
*

*

O R D E R

NOW, this 17th day of December, 2001, hearing on the Petition to Fix Fair Market Value of Real Estate/Deficiency Judgment having been held on October 17, 2001; the Court noting that Defendant's counsel did not submit a Brief; it is the ORDER of this Court that the real estate in question be and is hereby valued at \$70,500.00.

By the Court,



JUDGE FREDRIC J. AMMERMAN

FILED

DEC 19 2001

William A. Shaw
Prothonotary

FILED

DEC 19 2001

01945/2cc atty Smith
William A. Shaw
Prothonotary

cc
E. A. 2cc atty Rayman

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

COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 00-547-CD
: :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants : :
:

PRAECIPE TO TRANSFER JUDGMENT

To: William A. Shaw, Prothonotary

Dear Sir:

Pursuant to Pa.R.C.P. 3002, kindly prepare and certify a complete copy of the docket in this matter and transfer this judgment for entry in the Count of Common Pleas of Centre County, Pennsylvania against the Defendants Gary A. Gaboriault and Mary J. Gaboriault in favor of County National Bank.

Respectfully submitted,



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

Date: 1/7/02

FILED

JAN 09 2002

0/3:00/02

William A. Shaw
Prothonotary

NO CERT. 

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY

County National Bank

Vs.

NO. 2000-00547-CD

Mary J. Gaboriault
Gary A. Gaboriault

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

I, William A. Shaw, Prothonotary of the Court of Common Please of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of County National Bank and against Mary J. Gaboriault and Gary A. Gaboriault on February 1, 2001, in the amount of \$170,319.17.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 9th day of January, A.D., 2002.

William A. Shaw
Prothonotary

BY: _____
Deputy

Date: 01/09/2002

Clearfield County Court of Common Pleas

User: JKENDRICK

Time: 03:12 PM

ROA Report

Case: 2000-00547-CD

Current Judge: John K. Reilly Jr.

County National Bank vs. Mary J. Gaboriault, Gary A. Gaboriault

Judgment

CO^U

Date	Judge	
10/02/2000	See Civil Docket Book For Entries Prior to 10/02/00.	No Judge
11/03/2000	Filing: Praeclipe to Enter Default Judgment Paid by: Smith, Peter F. (attorney for County National Bank) Receipt number: 0050762 Dated: 11/03/2000 Amount: \$20.00 (Check) Judgment is entered in favor of the Plaintiff and against the Defendant MARY J. GABORIAULT ONLY in the sum of \$170,319.17. Notice to the Defendant	No Judge
	Certificate of Address, filed by /s/Peter F. Smith, Attorney for the Plaintiff No Certified Copies	No Judge
11/20/2000	Motion For Summary Judgment, filed by s/Peter F. Smith, Esq. 1 cc atty Smith	No Judge
	Certificate of Service, Motion for Summary Judgment, upon Robert C. Rayman, Esq. filed by Peter F. Smith, Esq. No Cc	No Judge
11/22/2000	Rule, issued. By the Court, S/JKR, JR., P.J. 1 cert to Atty	John K. Reilly Jr.
11/28/2000	Answer to Motion for Summary Judgment. Filed by s/Robert C. Rayman, Esq. Certificate of Service. NO CC	No Judge
02/01/2001	Order, re: Summary Judgment entered in favor of Plaintiff and against the Defendants. By the Court, s/JKR, JR., P.J. Feb. 01, 2001. 1 cc atty Smith, Rayman	No Judge
03/23/2001	Filing: Writ of Execution Paid by: Smith, Peter F. (attorney for County National Bank) Receipt number: 1822383 Dated: 03/26/2001 Amount: \$20.00 (Check) Six Writs to Sheriff Affidavit Pursuant to Rule 3129 Certificate of Service	No Judge
04/04/2001	Filing: Praeclipe to Transfer Judgment, filed by Atty. Smith. Paid by: County National Bank (plaintiff) Receipt number: 1823060 Dated: 04/04/2001 Amount: \$15.00 (Check)	No Judge
	Certificate of Service, filed by Atty. Smith Served Praeclipe to Transfer Judgment to Atty. Rayman & Gary Gaboriault	No Judge
05/22/2001	Certificate of Service, Notice Required by PA. R.C.P. 3129, upon Clearfield County Tax Claim Bureau. s/Peter F. Smith, Esq. no cc	No Judge
07/20/2001	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1828737 Dated: 07/20/2001 Amount: \$5.00 (Check)	No Judge

Date: 01/09/2002

Clearfield County Court of Common Pleas

User: JKENDRICK

Time: 03:12 PM

ROA Report

Page 2 of 2

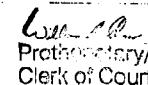
Case: 2000-00547-CD

Current Judge: John K. Reilly Jr.

County National Bank vs. Mary J. Gaboriault, Gary A. Gaboriault

Judgment

Date	Judge	
07/20/2001	Sherrif Return, Now, July 19, 2001, return Writ as sale being held with the Plaintiff purchasing the property for one (\$1.00) dollar plus costs. Paid costs from advance with the Plaintiff paying remaining costs, less attorney fee which was paid direct. So Answers, Chester A. Hawkins, Sheriff by s/Margaret H. Putt	No Judge
07/24/2001	Praecipe, re: As counsel for the Plaintiff in the above captioned matter I appear and direct that the Writ of Execution be returned to the Prothonotary of Clearfield County. s/Peter F. Smith, Esq. no cc	No Judge
09/21/2001	Petition To Fix Fair Market Value of Real Estate/Deficiency Judgment. Filed by s/Peter F. Smith, Esq. Affidvait. s/Christopher N. Norris 2 cc Atty Smith	No Judge
09/24/2001	RULE, NOW, this 24th day of Sept. 2001, Issued upon Defendants, returnable 15th day of Oct. 2001, for filing written response. Hearing scheduled for Hearing on the 17th day of Oct. 2001, at 9:30 a.m. by the Court, s/JKR,JR.,P.J. 2 cc Atty Smith	John K. Reilly Jr.
09/28/2001	Exhibit "A" to Petition to Fix Fair Market Value of Real Estate/Deficiency Judgment. Filed by Peter F. Smith, Esq. 3 cc Atty Smith	John K. Reilly Jr.
10/10/2001	Answer to Petition to Fix Fair Market Value of Real Estate. Filed by s/Robert C. Rayman, Esq. Cert of Svc no cc	John K. Reilly Jr.
10/19/2001	ORDER, NOW, this 17th day of Oct. 2001, re: Defendant has no more than 20 days from this date to submit Brief to the Court, counsel for the Plaintiff no more than 10 days following his receipt of Defendant's brief to respond in kind. by the Court, s/FJA,J. 2 cc Atty Rayman, Smith	John K. Reilly Jr.
11/02/2001	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	John K. Reilly Jr.
12/19/2001	ORDER, NOW, this 17th day of December, 2001, re: Real Estate in question be and is hereby valued at \$70,500.00 by the Court, s/FJA,J. 2 cc Atty Smith, Rayman	John K. Reilly Jr.
01/09/2002	Filing: Exemplified Record Paid by: Smith, Peter F. (attorney for County National Bank) Receipt number: 1836575 Dated: 01/09/2002 Amount: \$15.00 (Check)	John K. Reilly Jr.

<p>Peter F. Smith</p> <p>00-547-CD</p> <p>GARY A. GABORIAULT and MARY J. GABORIAULT</p> <p>Pro BY ATTY Shff Hawkins by Plff Shff Durante by Plff Sur-charge by Atty Pro by Atty Shff Hawkins by Atty</p>	<p>COUNTY NATIONAL BANK</p> <p>MAY 10, 2000, COMPLAINT IN MORTGAGE FORECLOSURE/CONFESS JUDGMENT, filed by Peter F. Smith, Attorney for the Plaintiff Two Certified Copies to Sheriff</p> <p>(Property is located in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania)</p> <p>MAY 10, 2000, AFFIDAVIT PURSUANT TO Pa.R.C.P. 2951(a) (2) (ii), filed. /s/Christopher N. Norris, Collections Officer, CNB No Certified Copies</p> <p>JUN 09, 2000, SHERIFF RETURN, COMPLAINT TO CONFESS JUDGMENT UPON DEFENDANTS: SO ANSWERS, CHESTER A. HAWKINS, SHERIFF by s/Marilyn Hamm</p> <p>JUN 28, 2000, ANSWER AND NEW MATTER, filed by s/ROBERT C. RAYMAN, ESQ. NO CC VERIFICATION, s/GARY A. GABORIAULT CERTIFICATE OF SERVICE, filed.</p> <p>JUL 13, 2000, PLAINTIFF'S ANSWER TO NEW MATTER, filed by s/PETER F. SMITH, ESQ. VERIFICATION, s/MARK D. BREAKEY</p> <p>JUL 13, 2000, CERTIFICATE of SERVICE, filed.</p> <p>JUL 20, 2000, PRACTICE TO REINSTATE COMPLAINT TO CONFESS JUDGMENT: filed by s/PETER F. SMITH, ESQ.</p> <p>REINSTATED COMPLAINT TO SHERIFF</p> <p>AUG. 10, 2000, SHERIFF RETURN, COMPLAINT TO CONFESS JUDGMENT ON MARY J. GABORIAULT: SO ANSWERS, CHESTER A. HAWKINS, SHERIFF by s/Marilyn Hamm</p> <p>SEP. 12, 2000, CERTIFICATE OF SERVICE, DEPOSITION NOTICE AND SUBPOENA UPON PARTIES OF RECORD: s/PETER F. SMITH, ESQ.</p>	<p>MAY 10, 2000, COMPLAINT IN MORTGAGE FORECLOSURE/CONFESS JUDGMENT, filed by Peter F. Smith, Attorney for the Plaintiff Two Certified Copies to Sheriff</p> <p>(Property is located in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania)</p> <p>MAY 10, 2000, AFFIDAVIT PURSUANT TO Pa.R.C.P. 2951(a) (2) (ii), filed. /s/Christopher N. Norris, Collections Officer, CNB No Certified Copies</p> <p>JUN 09, 2000, SHERIFF RETURN, COMPLAINT TO CONFESS JUDGMENT UPON DEFENDANTS: SO ANSWERS, CHESTER A. HAWKINS, SHERIFF by s/Marilyn Hamm</p> <p>JUN 28, 2000, ANSWER AND NEW MATTER, filed by s/ROBERT C. RAYMAN, ESQ. NO CC VERIFICATION, s/GARY A. GABORIAULT CERTIFICATE OF SERVICE, filed.</p> <p>JUL 13, 2000, PLAINTIFF'S ANSWER TO NEW MATTER, filed by s/PETER F. SMITH, ESQ. VERIFICATION, s/MARK D. BREAKEY</p> <p>JUL 13, 2000, CERTIFICATE of SERVICE, filed.</p> <p>JUL 20, 2000, PRACTICE TO REINSTATE COMPLAINT TO CONFESS JUDGMENT: filed by s/PETER F. SMITH, ESQ.</p> <p>REINSTATED COMPLAINT TO SHERIFF</p> <p>AUG. 10, 2000, SHERIFF RETURN, COMPLAINT TO CONFESS JUDGMENT ON MARY J. GABORIAULT: SO ANSWERS, CHESTER A. HAWKINS, SHERIFF by s/Marilyn Hamm</p> <p>SEP. 12, 2000, CERTIFICATE OF SERVICE, DEPOSITION NOTICE AND SUBPOENA UPON PARTIES OF RECORD: s/PETER F. SMITH, ESQ.</p>
		JUL 13, 2000, CERTIFICATE of SERVICE, filed.
		JUL 20, 2000, PRACTICE TO REINSTATE COMPLAINT TO CONFESS JUDGMENT: filed by s/PETER F. SMITH, ESQ.
		REINSTATED COMPLAINT TO SHERIFF
		AUG. 10, 2000, SHERIFF RETURN, COMPLAINT TO CONFESS JUDGMENT ON MARY J. GABORIAULT: SO ANSWERS, CHESTER A. HAWKINS, SHERIFF by s/Marilyn Hamm
		SEP. 12, 2000, CERTIFICATE OF SERVICE, DEPOSITION NOTICE AND SUBPOENA UPON PARTIES OF RECORD: s/PETER F. SMITH, ESQ.
		<p style="text-align: center;">PLEASE REFER TO COMPUTER</p> <p style="text-align: center;">FOR FURTHER ENTRIES</p>
		I hereby certify this to be a true and accurate copy of the original statement of record in this case.
		JAN 09 2002
		Attest.  Prothonotary/ Clerk of Courts

COPY

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY**

County National Bank

Vs.

NO. 2000-00547-CD

**Mary J. Gaboriault and
Gary A. Gaboriault**

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

I, William A. Shaw, Prothonotary of the Court of Common Please of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of County National Bank and against Mary J. Gaboriault on November 3, 2000, in the amount of 170,319.17.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 9th day of January, A.D., 2002.

William A. Shaw
Prothonotary

BY: _____
Deputy

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

COUNTY NATIONAL BANK,	:
Plaintiff	:
vs.	No. 2000-547-CD
GARY A. GABORIAULT and	:
MARY J. GABORIAULT,	:
Defendants	:
DENNIS A. CZELESNIAK,	:
Garnishee	:
ANTONIO CAPACCIO, KEITH M.	:
BLAKE and MICHAEL CROSS t/d/b/a	:
CBC PROPERTIES,	:
Garnishees	:

INTERROGATORIES IN AID OF EXECUTION

To: Dennis A. Czelusniak
Antonio Capaccio
Keith M. Blake
Michael Cross

You are required to file written answers to the following interrogatories within 20 days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served, or at any subsequent time, did you owe the Defendants any money, under a mortgage, note or otherwise, or are you liable to them on any negotiable or other written instrument, or did they claim that you owed them money, or were liable to them for any reason?

2. If the answer to the foregoing interrogatory is affirmative, please state the nature of the obligation, the date on which it arose, the original amount, the current balance due, the final maturity, applicable interest rate, if any, the date of your last payment, and the party and address to whom it was made.

3. At the time you were served, or at any time subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control, of yourself or one or more other persons any property of any nature owned solely, or in part, by either or both of the Defendants? If so, please describe that property.

4. Within 120 days preceding the date on which these interrogatories were served upon you, have you satisfied or paid in full any debt or obligation owed by you, jointly or severally, to either or both of the Defendants?

5. If the answer to the foregoing interrogatory is affirmative, please state the date on which

payment was made, the amount of payment, the party and the address to whom payment was made.

6. Within 120 days preceding the date on which these interrogatories were served upon you, have you transferred, conveyed, or turned over to either or both of the Defendants any property?

7. If the answer to the foregoing interrogatory is affirmative, please identify the property, state the party to whom it was transferred, the date of the transfer, the property's fair market value, if known, and the property's location, if known.

8. At the time you were served, or at any subsequent time, did you hold as a fiduciary any property in which the Defendants had an interest?

9. If the answer to the foregoing interrogatory is affirmative, please identify the property, state its location and its fair market value, if known.

10. At any time after you were served these interrogatories did you pay, transfer, or deliver any money or property to either or both of the Defendants or to any person or place pursuant to either of their direction, or otherwise discharge any claim of either or both of the Defendants against you?

11. If the answer to the foregoing interrogatory is affirmative, please state the date of any such transfer, the amount of any such transfer, the identity of any other property transferred, the party to whom it was transferred and the current location of the property, if known.

Date: 2-1-02



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

AFFIDAVIT

STATE OF PENNSYLVANIA :
COUNTY OF : SS

, being duly sworn, acknowledges and says that his answers to the foregoing Interrogatories and Aid in Execution, are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed before me this _____ day of _____, 2002.

Notary Public

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2000-547-CD
vs.	:	
GARY A. GABORIAULT and	:	
MARY J. GABORIAULT,	:	
Defendants	:	
DENNIS A. CZELESNIAK,	:	
Garnishee	:	
ANTONIO CAPACCIO, KEITH M.	:	
BLAKE and MICHAEL CROSS	:	
t/d/b/a CBC PROPERTIES,	:	
Garnishees	:	

***WRIT OF EXECUTION
NOTICE***

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

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

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

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 756-2641

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2000-547-CD
:
vs. :
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:
:
DENNIS A. CZELUSNIAK, :
Garnishee :
:
:
ANTONIO CAPACCIO, KEITH M. :
BLAKE and MICHAEL CROSS t/d/b/a :
CBC PROPERTIES, :
Garnishees :
:

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To: **Chester A. Hawkins, 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 property of the Defendants and sell their interest therein.
2. You are also directed to attach the property of the Defendants not levied upon in the possession of DENNIS A. CZELUSNIAK, Garnishee, and ANTONIO CAPACCIO, KEITH M. BLAKE and MICHAEL CROSS t/d/b/a CBC PROPERTIES, Garnishees:

All money, funds, debt or obligations owed to the Defendants by the Garnishees under mortgages, notes or otherwise, together with any other real property held by the Garnishees but owned or owing to the Defendants:

And to notify the Garnishees that:

- (a) an attachment has been issued;
- (b) the Garnishees are enjoined from paying any debt to or for the account of the Defendants and from delivering any property of the Defendants or otherwise

disposing thereof;

(c) if the property of the Defendants not levied upon and subject to attachment is found in the possession of any one other than a named Garnishee, you are directed to notify him that he has been added as a Garnishee and is enjoined as stated above.

3. Amounts Due:

a)	Balance	\$168,391.63
b)	Late Charge	00.00
c)	Interest accrued to 04/24/00	1,937.54
d)	Interest accruing from 04/24/00 at \$46.1319534 per day to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Credit value of Defendants' former real estate pursuant to Order entered December 17, 2001	\$ 70,500.00
	PRELIMINARY TOTAL	\$ 99,819.17
	FINAL TOTAL	\$ _____

331.64 Prothonotary


Prothonotary

By: _____
Deputy

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2000-547-CD
:
vs. :
:
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:
:
DENNIS A. CZELESNIAK, :
Garnishee :
:
:
ANTONIO CAPACCIO, KEITH M. :
BLAKE and MICHAEL CROSS t/d/b/a :
CBC PROPERTIES, :
Garnishees :
:

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:

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

-Lap over margin

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

COMMERCIAL PRINTING CO., BIRMINGHAM, MASS.

03/26/02 Document
Reissued to Sheriff/Attorney
for service

**GEORGE S. TEST
Attorney-at-Law
P.O. Box 706
Philipsburg, PA 16866**

203 N. Front Street
Moshannon Building - Room 311
Philipsburg, PA 16866

(814) 342-4640
(Fax) 342-3775

March 7, 2002

Mr. William A. Shaw
PROTHONOTARY of Clearfield County
P. O. Box 549
Clearfield, PA 16830-0549

**Re: Clearfield Co. No.: 2000-547-CD
County National Bank, Plaintiff
vs.
Gary A. Gaboriault and Mary J. Gaboriault, Defendants
Dennis A. Czelusniak, Garnishee
Antonio Capaccio, Keith M. Blake and Michael Cross t/d/b/a
CBC Properties**

Dear Sir:

Enclosed is Garnishee, CBC Properties' response to Plaintiff's Interrogatories in regard to the above referenced matter.

Sincerely,

George S. TEST
GEORGE S. TEST, ESQUIRE

GST:cw
Enclosure

cc: Peter F. Smith, Esquire (w. copy of enclosure)

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

No. 2000-547-CD

GARY A. GABORIAULT and
MARY J. GABORIAULT,
Defendants

DENNIS A. CZELUSNIAK,
Garnishee

ANTONIO CAPACCIO, KEITH M.
BLAKE and MICHAEL CROSS t/d/b/a
CBC PROPERTIES,
Garnishees

FILED

MAR 08 2002
M11041hcc
William A. Shaw
Prothonotary

INTERROGATORIES IN AID OF EXECUTION

To: Dennis A. Czelusniak
Antonio Capaccio
Keith M. Blake
Michael Cross

You are required to file written answers to the following interrogatories within 20 days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served, or at any subsequent time, did you owe the Defendants any money, under a mortgage, note or otherwise, or are you liable to them on any negotiable or other written instrument, or did they claim that you owed them money, or were liable to them for any reason? No.

2. If the answer to the foregoing interrogatory is affirmative, please state the nature of the obligation, the date on which it arose, the original amount, the current balance due, the final maturity, applicable interest rate, if any, the date of your last payment, and the party and address to whom it was made.

3. At the time you were served, or at any time subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control, of yourself or one or more other persons any property of any nature owned solely, or in part, by either or both of the Defendants? If so, please describe that property. None.

4. Within 120 days preceding the date on which these interrogatories were served upon you, have you satisfied or paid in full any debt or obligation owed by you, jointly or severally, to either or both of the Defendants? Yes.

5. If the answer to the foregoing interrogatory is affirmative, please state the date on which

payment was made, the amount of payment, the party and the address to whom payment was made.

Date of Payment: December 28, 2001

Amount of Payment: \$26,257.13

Party & address to whom payment was made: Gary A. Gaboriault and Mary J. Garoriault, mailed to Ms. Mary J. Gaboriault, 2615 DeKalb Pike - Apt. #614, Norristown, PA 19401

6. Within 120 days preceding the date on which these interrogatories were served upon you, have you transferred, conveyed, or turned over to either or both of the Defendants any property? No.

7. If the answer to the foregoing interrogatory is affirmative, please identify the property, state the party to whom it was transferred, the date of the transfer, the property's fair market value, if known, and the property's location, if known.

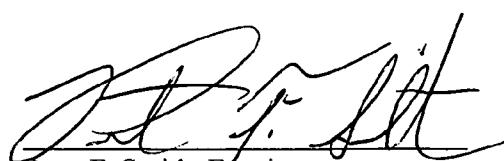
8. At the time you were served, or at any subsequent time, did you hold as a fiduciary any property in which the Defendants had an interest? No.

9. If the answer to the foregoing interrogatory is affirmative, please identify the property, state its location and its fair market value, if known.

10. At any time after you were served these interrogatories did you pay, transfer, or deliver any money or property to either or both of the Defendants or to any person or place pursuant to either of their direction, or otherwise discharge any claim of either or both of the Defendants against you? No.

11. If the answer to the foregoing interrogatory is affirmative, please state the date of any such transfer, the amount of any such transfer, the identity of any other property transferred, the party to whom it was transferred and the current location of the property, if known.

Date: 2-1-02



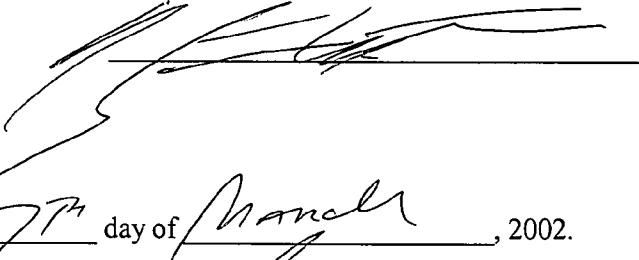
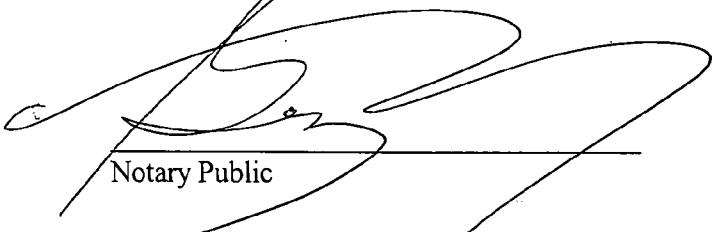
Peter F. Smith, Esquire
Attorney for Plaintiff
30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CENTRE :

KEITH M. BLAKE, being duly sworn, acknowledges and says that his answers to the foregoing Interrogatories and Aid in Execution, are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed before me this 7th day of March, 2002.



Notary Public

Notarial Seal
George S. Test, Notary Public
Philipsburg Boro, Centre County
My Commission Expires Sept 19, 2004

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

No. 2000-547-CD

GARY A. GABORIAULT and
MARY J. GABORIAULT,
Defendants

DENNIS A. CZELUSNIAK,
Garnishee

ANTONIO CAPACCIO, KEITH M.
BLAKE and MICHAEL CROSS t/d/b/a
CBC PROPERTIES,
Garnishees

FILED

FEB 13 2002

0/2.00 (WJ) *Final*
William A. Shaw
Prothonotary PD

6 WRTS TO SHERIFF *20-* BY R.R.

PRAECIPE FOR WRIT OF EXECUTION

To: William A. Shaw, Prothonotary

Dear Sir:

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

1. Against **GARY A. GABORIAULT** and **MARY J. GABORIAULT**, Defendants; and,
2. Against **DENNIS A. CZELUSNIAK**, Garnishee; and,
3. Against **ANTONIO CAPACCIO, KEITH M. BLAKE** and **MICHAEL CROSS**
t/d/b/a **CBC PROPERTIES**, Garnishees; and,

4. Index this Writ against:

- a. **GARY A. GABORIAULT** and **MARY J. GABORIAULT**, Defendants; and,
- b. **DENNIS A. CZELESNIAK**, Garnishee; and,
- c. **ANTONIO CAPACCIO, KEITH M. BLAKE** and **MICHAEL CROSS**
t/d/b/a CBC PROPERTIES, Garnishees

As a lis pendens against real, and other property of the Defendant in the name of the Garnishees as follows:

All money, funds, debt or obligations owed to the Defendants by the Garnishees under mortgages, notes or otherwise, together with any other real or personal property held by the Garnishees but owned or owing to the Defendants.

6. The amount due is:

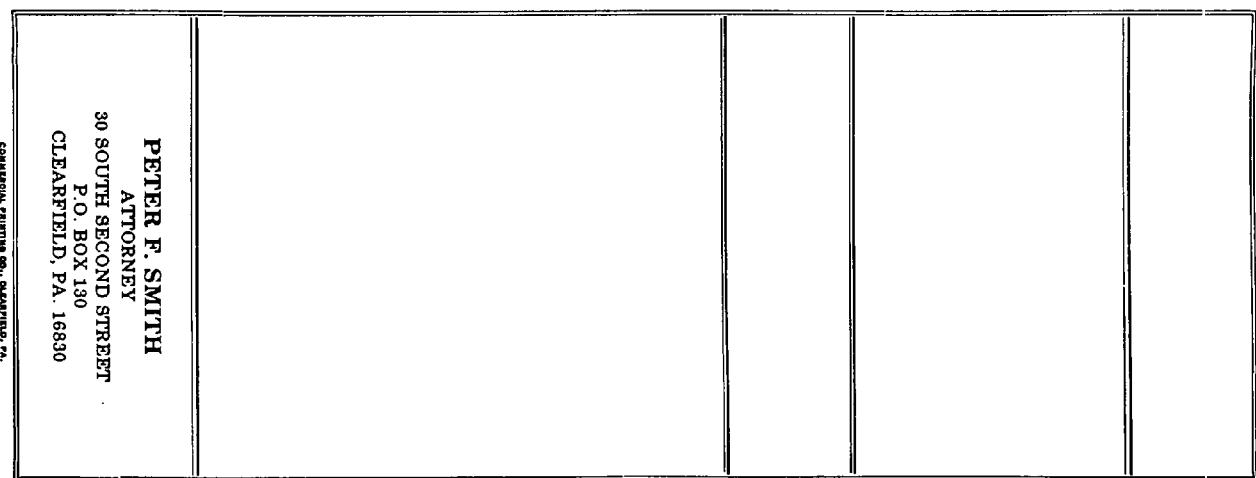
a.	Balance	\$168,391.63
b.	Late Charge	0.00
c.	Interest accrued to 04/24/00	1,937.54
d.	Interest accruing from 04/24/00 at \$46.1319534 per day (to be added)	\$ _____
e.	Cost of Suit (to be added)	\$ _____
f.	Attorney's fees	\$ _____
g.	Credit value of Defendants' former real estate pursuant to Order entered December 17, 2001	- \$ 70,500.00
PRELIMINARY TOTAL		\$ 99,819.17
FINAL TOTAL		\$

Date: 2-1-02

P.F. Smith 331.64 PA10 Prothonotary

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

—Lap over margin—



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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
vs.	:	No. 2000-547-CD
GARY A. GABORIAULT and	:	
MARY J. GABORIAULT,	:	
Defendants	:	
DENNIS A. CZELESNIAK,	:	
Garnishee	:	
and	:	
ANTONIO CAPACCIO, KEITH M.	:	
BLAKE and MICHAEL CROSS t/d/b/a	:	
CBC PROPERTIES,	:	
Garnishees	:	

CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for County National Bank, certify that as of January 31, 2002
that the last known addresses of the Defendants and the Garnishees in this action are:

GARNISHEES:

Antonio Capaccio,
Keith M. Blake and
Michael Cross
t/d/b/a CBC Properties
11 Tammend Road,
Port Matilda, PA 16870

Dennis Czelusniak
7 North Front Street
Philipsburg, PA 16866

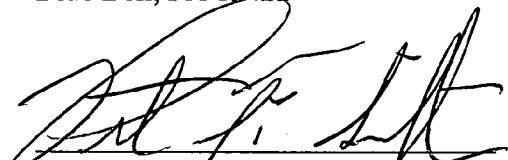
DEFENDANTS:

Gary A. Gaboriault
1002 Plymouth Road
Plymouth Meeting, PA 19462

Mary J. Gaboriault
2617 DeKalb Pike, Apt. 614
Norristown, PA 19401

EMPLOYED AT:
Pds
670 Sentry Parkway
Blue Bell, PA 19422

Date: 2/12/02



Peter F. Smith, Esquire
Attorney for County National Bank

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

COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 2000-547-CD
: :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
: :
: :
DENNIS A. CZELUSNIAK, :
Garnishee :
: :
: :
ANTONIO CAPACCIO, KEITH M. :
BLAKE and MICHAEL CROSS t/d/b/a :
CBC PROPERTIES, :
Garnishees :
:

FILED

MAR 26 2002

William A. Shaw
Prothonotary

PRAECIPE TO REISSUE

TO: Clearfield County Prothonotary
Clearfield County Sheriff

Dear Sirs:

I appear as counsel for the Plaintiff in the above caption matter. Please reissue the Writ of Execution and Interrogatories in Aid of Execution for service by the Sheriff of Montgomery County upon Dennis Czelusniak, Garnishee.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff

Date: March 25, 2002

FILED

MAR 26 2002

OJQ:401 NOCC
William A. Shaw
Prothonotary

attn: Smith pd \$7.00
I writ to Sheriff

Q. S. G.

3-He-02 Document
Reissued to Steph/Attorney
for service.
Willie Shaw

Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12116

COUNTY NATIONAL BANK

00-547-CD

VS.

GABORIAULT, GARY

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

**NOW, FEBRUARY 21, 2002, SHERIFF DENNY NAU OF CENTRE COUNTY WAS
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO
SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO
GARNISHEE ON DENNIS A. CZELESNIAK, DEFENDANT.**

**NOW, FEBRUARY 21, 2002, SHERIFF DENNY NAU OF CENTRE COUNTY WAS
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO
SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO
GARNISHEE ON KEITH M. BLAKE, T/D/B/A CBC PROPERTIES, DEFENDANT.**

FILED

MAY 10 2002
② / 3:40 PM
William A. Shaw
Prothonotary

**NOW, FEBRUARY 21, 2002, SHERIFF DENNY NAU OF CENTRE COUNTY WAS
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO
SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO
GARNISHEE ON MICHAEL CROSS, T/D/B/A CBC PROPERTIES, DEFENDANT.**

**NOW, FEBRUARY 21, 2002, SHERIFF DENNY NAU OF CENTRE COUNTY WAS
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO
SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO
GARNISHEE ON ANTONIO CAPACCIO, T/D/B/A CBC PROPERTIES, DEFENDANT.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12116

COUNTY NATIONAL BANK

00-547-CD

VS.

GABORIAULT, GARY

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

**NOW, FEBRUARY 21, 2002, SHERIFF JOHN DURANTE OF MONTGOMERY COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY
TO SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO
GARNISHEE ON MARY J. GABORIAULT, DEFENDANT.**

**NOW, FEBRUARY 21, 2002, SHERIFF JOHN DURANTE OF MONTGOMERY COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY
TO SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO
GARNISHEE ON GARY A. GABORIAULT, DEFENDANT.**

**NOW, MARCH 5, 2002, SERVED THE WITHIN WRIT OF EXECUTION AND
INTERROGATORIES TO GARNISHEE ON MICHAEL CROSS, T/D/B/A CBC
PROPERTIES, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY.
THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF
THIS RETURN.**

**NOW, MARCH 7, 2002, SERVED THE WITHIN WRIT OF EXECUTION AND
INTERROGATORIES TO GARNISHEE ON ANTONIO CAPACCIO, T/D/B/A CBC
PROPERTIES, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY.
THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS
RETURN.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12116

COUNTY NATIONAL BANK

00-547-CD

VS.

GABORIAULT, GARY

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

**NOW, MARCH 7, 2002, SERVED THE WITHIN WRIT OF EXECUTION AND
INTERROGATORIES TO GARNISHEE ON KEITH M. BLAKE, T/D/B/A CBC
PROPERTIES, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE
COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE
PART OF THIS RETURN.**

**NOW, MARCH 18, 2002, RECEIVED PAPERS FOR DENNIS CZELESNIAK, DEFENDANT,
FROM DENNY, SHERIFF OF CENTRE COUNTY INFORMING US THAT DEFENDANT
LIVES IN LANCASTER COUNTY, PROVIDED AN ADDRESS FOR SERVICE.**

**NOW, MARCH 18, 2002, RECEIVED REFUND CHECK #33333 FROM DENNY NAU,
SHERIFF OF CENTRE COUNTY, IN THE AMOUNT OF ONE HUNDRED FIFTY-FIVE
DOLLARS AND FIFTY CENTS (\$155.50).**

**NOW, MARCH 22, 2002, SHERIFF PHILIP BOMBERGER, III, OF LANCASTER
COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD
COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES
TO GARNISHEE ON DENNIS A. CZELESNIAK, DEFENDANT.**

**NOW, MARCH 25, 2002, RECEIVED PHONE CALL FROM LANCASTER COUNTY THAT
WRIT NEEDS TO BE REISSUED. CALLED PETER SMITH, ATTORNEY FOR THE
PLAINTIFF AND INFORMED HIM OF THIS.**

**NOW, MARCH 25, 2002, RECEIVED REISSUED WRIT AND MAILED TO LANCASTER
COUNTY SHERIFF.**

**NOW, APRIL 2002, RECEIVED PAPERS FOR DENNIS A. CZELESNIAK, DEFENDANT,
FROM LANCASTER COUNTY, INFORMING US THAT DEFENDANT HAS NEVER BEEN
HEARD OF AT ADDRESS GIVEN.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12116

COUNTY NATIONAL BANK

00-547-CD

VS.

GABORIAULT, GARY

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

NOW, APRIL 30, 2002, RECEIVED REFUND CHECK #33668 FROM PHILIP BOMBERGE III, SHERIFF OF LANCASTER COUNTY IN THE AMOUNT OF FORTY-EIGHT DOLLARS AND TWENTY-NINE CENTS.

NOW, MAY 14, 2002, RECEIVED ALL PAPERS BACK FROM MONTGOMERY COUNTY WITH A LIST OF INSTRUCTIONS HOW PAPERS ARE TO BE SERVED IN THEIR COUNTY. ALSO RECEIVED PLAINTIFF CHECK #204216 THAT WAS SENT AS AN ADVANCE.

NOW, MAY 10, 2002, RETURN WRIT AS SERVICE BEING MADE ON DEFENDANTS THAT COULD BE LOCATED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY. SENT ALL REFUND CHECKS TO ATTORNEY AT THIS TIME.

**SHERIFF HAWKINS \$89.04
SURCHARGE \$60.00
PAID BY PLAINTIFF**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12116

COUNTY NATIONAL BANK

00-547-CD

VS.

GABORIAULT, GARY

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

10 Day Of May 2002
Chester A. Hawkins

Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

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

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2000-547-CD
vs. :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
DENNIS A. CZELUSNIAK, :
Garnishee :
ANTONIO CAPACCIO, KEITH M. :
BLAKE and MICHAEL CROSS t/d/b/a :
CBC PROPERTIES, :
Garnishees :
:

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To: **Chester A. Hawkins, 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 property of the Defendants and sell their interest therein.

2. You are also directed to attach the property of the Defendants not levied upon in the possession of DENNIS A. CZELUSNIAK, Garnishee, and ANTONIO CAPACCIO, KEITH M. BLAKE and MICHAEL CROSS t/d/b/a CBC PROPERTIES, Garnishees:

CR
All money, funds, debt or obligations owed to the Defendants by the Garnishees under mortgages, notes or otherwise, together with any other real property held by the Garnishees but owned or owing to the Defendants:

And to notify the Garnishees that:

- (a) an attachment has been issued;
- (b) the Garnishees are enjoined from paying any debt to or for the account of the Defendants and from delivering any property of the Defendants or otherwise

disposing thereof;

(c) if the property of the Defendants not levied upon and subject to attachment is found in the possession of any one other than a named Garnishee, you are directed to notify him that he has been added as a Garnishee and is enjoined as stated above.

3. Amounts Due:

a)	Balance	\$168,391.63
b)	Late Charge	00.00
c)	Interest accrued to 04/24/00	1,937.54
d)	Interest accruing from 04/24/00 at \$46.1319534 per day to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Credit value of Defendants' former real estate pursuant to Order entered December 17, 2001	\$ 70,500.00
	PRELIMINARY TOTAL	\$ 99,819.17
	FINAL TOTAL	\$

331.64 PAID TO
PROTHONOTARY

Prothonotary

COPY

By Deputy

RECEIVED FEB 14 2002
(@ 8:45 AM
Wesley H. Warkay
by Management H. Pott

**Sheriff's Office
Clearfield County**

AFTER 4:00 PM (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

TERM & NO. 2000-547-CD

VS

GARY A. GABORIAULT AND
MARY J. GABORIAULT

SERVE BY: ASAP

DOCUMENT TO BE SERVED:
WRIT OF EXECUTION
INTERROGATORIES TO GARNISHEE

MAKE REFUND PAYABLE TO: ATTORNEY

SERVE: DENNIS A. CZELUSNIAK

**ADDRESS: 7 NORTH FRONT STREET
PHILIPSBURG, PA 16866**

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this

21st Day of FEBRUARY 2002.

Respectfully,

*Chester A. Hawkins
by Margaret W. Putt*
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY



**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641
AFTER 4:00 PM (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

TERM & NO. 2000-547-CD

VS

SERVE BY: ASAP

GARY A. GABORIAULT AND
MARY J. GABORIAULT

DOCUMENT TO BE SERVED:
WRIT OF EXECUTION
INTERROGATORIES TO GARNISHEE

MAKE REFUND PAYABLE TO: ATTORNEY

SERVE: ANTONIO CAPACCIO
t/d/b/a CBC PROPERTIES

ADDRESS: 11 TAMMEND ROAD
PORT MATILDA, PA 16870

Know all men by these presents, that, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY. State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 21st Day of FEBRUARY 2002.

Respectfully,
Chester A. Hawkins
by Margaret N. Putt
CHESTER A. HAWKINS.
SHERIFF OF CLEARFIELD COUNTY

**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641
AFTER 4:00 PM (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

TERM & NO. 2000-547-CD

VS

GARY A. GABORIAULT AND
MARY J. GABORIAULT

SERVE BY: ASAP

DOCUMENT TO BE SERVED:
WRIT OF EXECUTION
INTERROGATORIES TO GARNISHEE

MAKE REFUND PAYABLE TO: ATTORNEY

SERVE: MICHAEL CROSS
t/d/b/a CBC PROPERTIES

ADDRESS: 11 TAMMEND ROAD
PORT MATILDA, PA 16870

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 21st Day of FEBRUARY 2002.

Respectfully,
Chester A. Hawkins
h.s. Margaret N. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641
AFTER 4:00 PM (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

TERM & NO. 2000-547-CD

VS

SERVE BY: ASAP

GARY A. GABORIAULT AND
MARY J. GABORIAULT

DOCUMENT TO BE SERVED:
WRIT OF EXECUTION
INTERROGATORIES TO GARNISHEE

MAKE REFUND PAYABLE TO: ATTORNEY

SERVE: KEITH M. BLAKE
t/d/b/a CBC PROPERTIES

ADDRESS: 11 TAMMEND ROAD
PORT MATILDA, PA 16870

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 21st Day of FEBRUARY 2002.

Respectfully,

Chester A. Hawkins
by Margaret H. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641
AFTER 4:00 PM (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ

CHIEF DEPUTY

MARGARET PUTT

OFFICE MANAGER

MARILYN HAMM

DEPT. CLERK

PETER F. SMITH

SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

TERM & NO. 2000-547-CD

VS

SERVE BY: ASAP

GARY A. GABORIAULT AND
MARY J. GABORIAULT

DOCUMENT TO BE SERVED:
WRIT OF EXECUTION
INTERROGATORIES TO GARNISHEE

MAKE REFUND PAYABLE TO: ATTORNEY

SERVE: GARY A. GABORIAULT

ADDRESS: 1002 PLYMOUTH ROAD
PLYMOUTH MEETING, PA 19462

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF MONTGOMERY COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this

21st Day of FEBRUARY 2002.

Respectfully,

*Chester A. Hawkins
b/s Margaret H. Putt*

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

**Sheriff's Office
Clearfield County**

AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

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SERVE BY: ASAP

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MARY J. GABORIAULT

DOCUMENT TO BE SERVED:
WRIT OF EXECUTION
INTERROGATORIES TO GARNISHEE

MAKE REFUND PAYABLE TO: ATTORNEY

SERVE: MARY J. GABORIAULT

ADDRESS: 2617 DEKALB PIKE APT 614
NORRISTOWN, PA 19401

EMPLOYMENT: Pds
670 Sentry Parkway, Blue Bell
PA 19422

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF MONTGOMERY COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 21st Day of FEBRUARY 2002.

Respectfully,

Chester A. Hawkins
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

SHERIFF'S OFFICE

CENTRE COUNTY

#331

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN				INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.																			
1. Plaintiff(s) <i>County National Bank</i>				2. Case Number <i>2000-547-CD</i>																			
3. Defendant(s) <i>Gary A. & Mary J. Gaboriault</i>				4. Type of Writ or Complaint: <i>Execution</i> <i>Interrogatories to Garnishee</i>																			
SERVE → AT <i>Michael Cross & Table CBC Properties</i> <i>20 W. Prerequisite street, Philipsburg, Pa. 16866</i>				5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)																			
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other																							
Now, _____ 20 _____ I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.																							
<small>Sheriff of Centre County</small>																							
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE																							
<small>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 of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.</small>																							
9. Print/Type Name and Address of Attorney/Originator				10. Telephone Number			11. Date																
				12. Signature																			
SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE																							
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title			14. Date Filed		15. Expiration/Hearing Date																
TO BE COMPLETED BY SHERIFF																							
16. Served and made known to <u>Michael Cross</u>, on the <u>5</u> day of <u>March</u>.																							
20 <u>02</u>, at <u>10:35</u> o'clock, <u>A</u> m., at <u>SAME AS ABOVE</u>, County of Centre																							
Commonwealth of Pennsylvania, in the manner described below:																							
<input checked="" type="checkbox"/> Defendant(s) personally served.																							
<input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____																							
<input type="checkbox"/> Adult in charge of Defendant's residence.																							
<input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s).																							
<input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business.																							
<input type="checkbox"/> _____ and officer of said Defendant company.																							
<input type="checkbox"/> Other _____																							
On the _____ day of _____, 20_____, at _____ o'clock, _____ M.																							
Defendant not found because:																							
<input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____																							
Remarks:																							
Advance Costs <i>250.00</i>		Docket <i>9.00</i>		Service <i>26.00</i>		Sur Charge <i>—</i>		Affidavit <i>5.50</i>		Mileage <i>51.00</i>		Postage <i>1.00</i>		Misc. <i>2.00</i>		Total Costs <i>94.50</i>		Costs Due or Refund <i>155.50</i>					
17. AFFIRMED and subscribed to before me this <u>15</u>										So Answer.						18. Signature of Dep. Sheriff <i>John D. Peters</i>				19. Date <i>3-7-02</i>			
20. day of <u>May</u> <u>02</u>																				21. Signature of Sheriff <i>John D. Peters</i>		22. Date <i>3-7-02</i>	
23. <u>John D. Peters</u>																SHERIFF OF CENTRE COUNTY							
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.										Amount Pd. <i>—</i>						Page <i>—</i>				25. Date Received			

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN				INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.																																																																																																																			
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SERVE → AT <i>{ Antonio Capaccio t/a/b/a CBC Properties</i> <i>431 Douglass Drive Apt C. State College, Pa. 16801</i>				5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levyed, Attached or Sold. 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)																																																																																																																			
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TO BE COMPLETED BY SHERIFF																																																																																																																							
16. Served and made known to <u>Antonio Capaccio</u> , on the <u>7</u> day of <u>March</u> , <u>2002</u> , at <u>11:30</u> o'clock, <u>A</u> m., at <u>SAME AS ABOVE</u> , County of Centre																																																																																																																							
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SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)

County National Bank

2. Case Number

2000-547-C

3. Defendant(s)

Gary A. & Mary J. Gaboriault

4. Type of Writ or Complaint: Execution +
Interrogatories to Garnishee

SERVE

→
AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levyed, Attached or Sold.
Dennis Czelusniak
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
7 N. Front street, Philipsburg, Pa. 16866

7. Indicate unusual service:

Reg Mail Certified Mail Deputy Post Other

Now, 2000. I, Sheriff of Centre County, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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 of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
	12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSO Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

TO BE COMPLETED BY SHERIFF

16. Served and made known to _____, on the _____ day of _____.

2000, at _____ o'clock, _____ m., at _____, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) resides(s). Relationship is _____.
- Adult in charge of Defendant's residence.
- Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- Agent or person in charge of Defendant's office or usual place of business.
- _____ and officer of said Defendant company.
- Other _____.

On the 5 day of March, 2002, at 10:40 o'clock, A.M.

Defendant not found because:

Moved Unknown No Answer Vacant Other _____.

Remarks: 11 West Fairview Ave. Marietta, Pa 17547

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
---------------	--------	---------	------------	-----------	---------	---------	-------	-------------	---------------------

17. AFFIRMED and subscribed to before me this 15

So Answer.

18. Signature of Dep. Sheriff

19. Date

3-7-02

20. day of March 2002

21. Signature of Sheriff

22. Date

23. Corinne Peters

SHERIFF OF CENTRE COUNTY

Notary Public	Amount Pd.	Page
---------------	------------	------

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE

OF MURIEL PETERS, Notary Public, Notary Public Association of Notaries

25. Date Received

Security enhanced document. See back for details.

DENNY NAU, SHERIFF
 CENTRE COUNTY
 COURT HOUSE
 BELLEFONTE, PA 16823

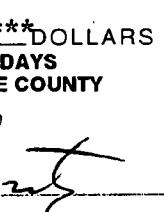
M&T Bank
 Manufacturers and Traders Trust Company
 Bellefonte Office

33333

60-295/313
 4408

DATE March 15, 2002

PAY Peter F. Smith TO THE Smith Bank ORDER OF \$ ****155.50****

****One hundred fifty-five dollars and 50/100******* DOLLARS 

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNTS

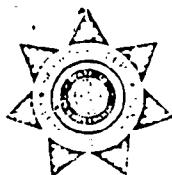
	County National Bank	
	VS	
	Gary & Mary Gaboriault et al	
	00-547-CD	PG. 918-CX

VOID AFTER 90 DAYS
 SHERIFF OF CENTRE COUNTY

Randy A. Catt MP

033333 0313029550 504 77136

CCF



**Sheriff's Office
Clearfield County**

AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TERM & NO. 2000-547-CD

COUNTY NATIONAL BANK

SERVE BY: ASAP

VS

GARY A. GABORIAULT AND
MARY J. GABORIAULT

DOCUMENT TO BE SERVED:

WRIT OF EXECUTION
INTERROGATORIES TO GARNISHEE

MAKE REFUND PAYABLE TO: ATTORNEY

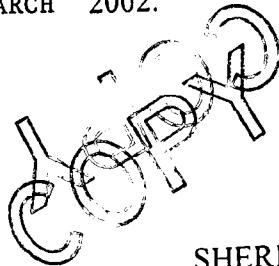
SERVE: DENNIS A. CZELESNIAK

ADDRESS: 11 WEST FAIR VIEW AVENUE, MARIETTA, PA 17547

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF LANCASTER COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this

21st Day of MARCH 2002.

Respectfully,
CHESTER A. HAWKINS
by *Margaret N. Putt*
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY



SHERIFF'S OFFICE

50 NORTH DUKE STREET, P.O. BOX 83480, LANCASTER, PENNSYLVANIA 17608-3480 • (717) 299-8200

SHERIFF SERVICE

PROCESS RECEIPT, and AFFIDAVIT OF RETURN

**PLEASE TYPE OR PRINT LEGIBLY.
DO NOT DETACH ANY COPIES.**

1. PLAINTIFF/S/

COUNTY NATIONAL BANK

2 COURT NUMBER

2000-547-CD

3. DEFENDANT/S/ GARY A. GABORIAULT AND
MARY J. GABORIAULT

4. TYPE OF WRIT OR COMPLAINT
WRIT OF EXECUTION AND
INTERROGATORIES TO GARNISHEE

SERVE



5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO BE SERVED.
DENNIS A. CZELUSNIAK

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)
11 WEST FAIR VIEW AVENUE, MARIETTA, PA 17547

7. INDICATE UNUSUAL SERVICE: DEPUTIZE OTHER CLEARFIELD

Now, MARCH 21, 2002, I, SHERIFF OF XXXXXXX COUNTY, PA., do hereby depose the Sheriff of
LANCASTER County to execute this Writ and make return thereof according
to law. This deputation being made at the request and risk of the plaintiff. CHESTER A. HAWKINS,
SHERIFF OF LANCASTER COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

Clearfield

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 of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR

PETER F SMITH

10. TELEPHONE NUMBER
(814) 765-5595

11. DATE
3-26-02

12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed)

CHESTER A. HAWKINS

SHERIFF OF CLEARFIELD

1 NORTH SECOND STREET SUITE 116 N.
CLEARFIELD, PA 16830 P

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE!

13. I acknowledge receipt of the writ or complaint as indicated above.

NAME of Authorized LCSO Deputy or Clerk
ANNETTE WALTON 717-295-3609

14. Date Received

3-26-02

15. Expiration/Hearing date
4-23-02

16. I hereby CERTIFY and RETURN that have personally served, have legal evidence of service as shown in "Remarks", have executed as shown in "Remarks", the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing a TRUE and ATTESTED COPY thereof.

17. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

18. Name and title of individual served (if not shown above) (Relationship to Defendant)

19. No Service
See Remarks Below (No. 30)

20. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

21. Date of Service

AM
PM
EST
EDST

23. ATTEMPTS
4/17 28 CML 4/18 — DRIL

24. Advance Costs
R 120374 100.00 25. Service Costs 36.50 26. Notary Cert. 27. Mileage/Postage/M.F. 10-21-500 28. Total Costs 51.71 29. COST DUE OR REFUND 48.29

30. REMARKS:

FAMILY NAMED SLOAD LIVES AT LINE #6 FOR "OVER 20 YEARS". THEY "NEVER
HEARD OF ANY CZELUSNIAKS".

S.T.A.: C

CR
33-668
4-24-02

31. AFFIRMED and subscribed to before me this

24th

SO ANSWER.

LT. DENNIS R. KONDIK
32. Signature of
Dep. Sheriff

33. Date
4-24-02

34. day of

April 2002

35. Signature of Sheriff

36. Date

37. Prof. of Sheriff/Deputy/Notary Public

MY COMMISSION EXPIRES

SHERIFF OF LANCASTER COUNTY



SHERIFF'S OFFICE
LANCASTER COUNTY, PENNSYLVANIA
50 North Duke Street, Lancaster, Pennsylvania 17602
Telephone: (717) 299-8200
Terry A. Bergman, Sheriff

No. 33668

04-24-02

PAY

THE SUM OF \$48dols 29cts

DOLLARS

CK NO.	DATE	PAYEE	AMOUNT	DESCRIPTION (REF.)	NET CK.
33668	4-24-02	Peter F. Smith	48 29	2000-457-03 R120379 MISC	48 29

Count 1 Nat. 1 6000 OVER 48.29

ESCROW ACCOUNT

Terry Bergman

VOID AFTER 60 DAY

Fulton Bank

FULTON BANK
HEAD OFFICE: LANCASTER, PA 17604

8 TO TEST AUTHENTICITY OF THE CARBON BAND, PLACE THE CHECK FACE UP ON TOP OF ANY ORDINARY PIECE OF PAPER AND RUB CARBON BAND AREA WITH A COIN - CARBON MARKS WILL TRANSFER ONTO THE PAPER. 8

100033668 10313014220 0150 56368

CO 11

CHESTER A. HAWKINS, SHERIFF
COURTHOUSE
1 NORTH SECOND STREET – SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

WE DO NOT ACCEPT WRITS OF EXECUTIONS UNLESS THEY ARE FILED
OR INDEXED IN OUR PROTHONOTARY OFFICE OF MONTGOMERY COUNTY.

THERE IS A FILING FEE WITH THE PROTHONOTARY OFFICE AS WELL AS
OURS.

IT IS NOT CLEAR WHETHER YOUR'RE DOING A LEVY OR AN ATTACHMENT
ACCORDING TO YOUR PAPER WORK.

I HAVE ENCLOSED OUR MONTGOMERY COUNTY LEVY AND
ATTACHMENT INSTRUCTIONS.

I HAD LEFT A MESSAGE WITH YOUR OFFICE TO CALL ME, BUT I
HAD NO RESPONSE, THEREFORE I AM RETURNING YOUR
PAPERWORK AND YOUR CHECK FOR \$160.00.

JUDY

Q
S
C
U
D



204216

22-1676
960PAY TO THE
ORDER OF MONTGOMERY COUNTY SHERIFFDATE FEBRUARY 5, 2002\$ 160.00160.00

DOLLARS



CASHIER'S CHECK

CNB V. GABORIAULT
REMITTER CNNPayable Through
Firststar Bank of Minnesota, N.A.
St. Paul, MN

VICE-PRESIDENT AND CASHIER

William J. Haas
EXECUTIVE VICE PRESIDENT
AND CASHIER

204216 # 09601676510140010371017

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 00-547-CD
vs. :
GARY A. GABORIAULT and :
MARY J. GABORIAULT, :
Defendants :
:

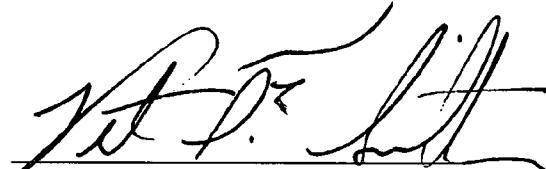
PRAECIPE TO MARK JUDGMENT SATISFIED

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter I request that you mark the judgment entered against Defendants Gary A. Gaboriault and Mary J. Gaboriault **satisfied**.

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Date: December 10, 2002

FILED
O 1:34 BA *sent to attorney*
DEC 12 2002 *ES*

William A. Shaw
Prothonotary

99,819.17

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2000-00547-CD

County National Bank

Debt: \$

Vs.

Atty's Comm.:

Mary J. Gaboriault

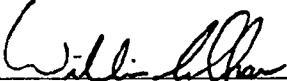
Gary A. Gaboriault

Interest From:

Cost: \$

NOW, Thursday, December 12, 2002 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 12th day of December, A.D. 2002



Prothonotary

Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA