

00-606-CD
COUNTY NATIONAL BANK "vs" EARLE W. J. NOEL et ux

FILED

5000
MAY 23 2000

01033/Cathy Smith
William A. Shaw
Prothonotary

Pd \$80.00
3 cc Cathy Smith

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

(13) COUNTY NATIONAL BANK, : No. 200-606 CO
Plaintiff : Type of Case: **FORECLOSURE**
vs. :
(34) (20) EARLE W. J. NOEL and (31) (21) : Type of Pleading:
CHRISTINE F. NOEL : **COMPLAINT**
Defendants :
: Filed On Behalf of:
: **PLAINTIFF**
: Counsel of Record for this
Party:
: Peter F. Smith
: Supreme Court ID #34291
: P.O. Box 130
: 30 South Second Street
: Clearfield, PA 16830
: (814) 765-5595

FILED

MAY 23 2000

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 2000-
EARLE W.J. NOEL and	:	
CHRISTINE F. NOEL	:	
Defendants	:	
	:	

NOTICE TO DEFEND

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

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

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

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

COUNTY NATIONAL BANK	:
Plaintiff	:
	:
vs.	:
	:
EARLE W.J. NOEL and	No. 2000-
CHRISTINE F. NOEL	:
Defendants	:

COMPLAINT TO FORECLOSE MORTGAGE

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

1. The name of the Plaintiff is COUNTY NATIONAL BANK, a national banking institution, with its principal office at the corner of Market and Second Street, Clearfield, Pa. 16830.

2. The names of the Defendants are EARLE W.J. NOEL and CHRISTINE F. NOEL, husband and wife, of 969 Treasure Lake, DuBois, PA 15801.

3. The real estate subject to this action is situate in Sandy Township, Clearfield County, Pennsylvania, bearing Clearfield County Tax Parcel Nos. #128-C2-5-74-21 and #128-C2-5-75-21. This real estate is more particularly described as follows:

ALL THAT certain tract of land designated as Lot No. 74, 75 and 76, Section No. 5 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket File No. 24.

BEGINNING at a point on the right-of-way of Admiral Dunbar Road; said point being the Westernmost corner of the property herein described;

THENCE North 28 degrees 21 minutes 32 seconds East 155.72 feet to a point;

THENCE South 68 degrees 56 minutes 30 seconds East 155.72 feet to a point;

THENCE South 38 degrees 09 minutes 45 seconds East, 127.58 feet to a point on the right-of-way of Rip Tide Road;

THENCE along the right-of-way of Rip Tide Road, South 51 degrees 50 minutes 15 seconds West, 151.06 feet to a point;

THENCE continuing and onto the right-of-way of Admiral Dunbar Road by a curve having an arc distance of 37.09 feet, a chord bearing of North 85 degrees 39 minutes 15 seconds West, and a chord distance of 33.78 feet to a point;

THENCE continuing along the right-of-way of Admiral Dunbar Road by a curve having an arc distance of 177.49 feet; a chord bearing of North 52 degrees 23 minutes 46 seconds West, and a chord distance of 176.72 feet to a point and the place of beginning. CONTAINING 0.945 acres.

EXCEPTING AND RESERVING THEREFROM, and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Docket Map Vol. 146, Page 476, all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Earle W.J. Noel and Christine F. Noel by deed recorded in Clearfield County Record Volume 1737, Page 406.

4. Defendants mortgaged the property described above to County National Bank, by instrument dated September 9, 1997, for a principal debt of \$268,200.00, together with interest at the initial rate of 8.870% per annum, to be repaid in monthly

installments. Said mortgage was recorded in Clearfield County Record Volume 1871, Page 226. A true and correct copy of said mortgage is attached hereto and incorporated herein by Exhibit A.

5. Defendants also executed an Adjustable Rate Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to repay the amounts borrowed, interest and other finance charges. A true and correct copy of said Note is attached hereto incorporated herein by reference as Exhibit B.

6. County National Bank has not assigned this mortgage or bond.

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

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

9. On or about October 9, 1999, Defendants failed to make the full monthly payments, and at no time since then have all monthly payments been made which constitutes a default.

10. The total of past due payments is \$9,990.10.

11. Written and oral demand has been made upon the Defendants to make said payments to Plaintiff and correct the default, but they have failed to do so.

12. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of May 18, 2000, are as follows:

a)	Balance	\$257,759.39
b)	Interest accrued to 5/18/00	\$ 9,244.11
c)	Late Charges	\$ 332.98
d)	Interest accruing after 5/18/00 at \$58.1390624 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's commission of amounts reasonably incurred by County National Bank but not to exceed 8% of total indebtedness (to be added)	\$ _____
	PRELIMINARY TOTAL	\$267,336.48
	FINAL TOTAL	\$

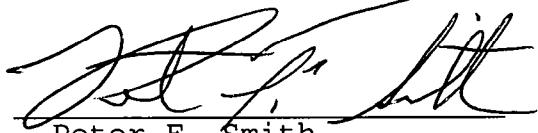
17. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., counsel for Plaintiff sent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

18. Said notices were sent by Certified Mail. The cards for Return Receipt mail postmarked by the U.S. Postal Service and are attached hereto and incorporated herein by reference as Exhibit D.

19. Plaintiff has been advised by the Pennsylvania Homeowner's Mortgage Assistance Agency that Defendants did apply for said assistance but were subsequently denied. A copy of said denial is attached hereto and incorporated herein as Exhibit E.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 12 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Dated: 5/19/00

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



Karen J. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
RECORDED OF RECORD, 10-97
TIME 3:38 pm
BY D.J. Hopkins
FEES 15.50
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 9, 1997. The mortgagor is Earle W. J. Noel and Christine F. Noel ("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Two Hundred Sixty Eight Thousand Two Hundred and 00/100***** Dollars (U.S. \$ 268,200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 9, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

see attached Exhibit A

which has the address of 969 Treasure Lake, DuBois, Pennsylvania 15801. ("Property Address"); [Street] [City]

Pennsylvania 15801. [Zip Code]

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

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

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

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

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

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

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

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 (9/90) (page 1 of 4 pages)

nsurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability, Co-Signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this security instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, his option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

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

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

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

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

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

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

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

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

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

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

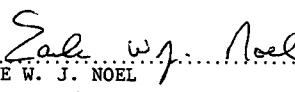
Second Home Rider

Other(s) [specify]

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

Witnesses:




Earle W. J. Noel (Seal)
—Borrower




Christine F. Noel (Seal)
—Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

County ss:

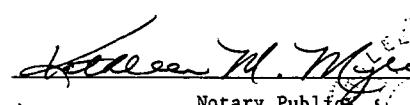
On this, the 9th day of September, 1997, before me, Kathleen M. Myers, the undersigned officer, personally appeared Earle W. J. Noel and Christine F. Noel, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

NOTARIAL SEAL	
Kathleen M. Myers, Notary Public	
DeBois, Clearfield County	
My Commission Expires April 24, 2000	

I hereby certify that the above address of the within Mortgagee (Lender) is


Kathleen M. Myers, Notary Public
P. O. Box 42, Clearfield, PA 16830

Title of Officer

ADJUSTABLE RATE NOTE (5 Year Treasury Index — Rate Caps)

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

Sept. 9th, 1997. Dubois, Pa.
[City] [State]

Section 5 Lots 74, 75 & 76 Treasure Lake DuBois, Pa. 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 2,68,200.00..... (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
County National Bank..... I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of8.870..... %. The interest rate I will pay will change in accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 9th day of each month beginning onOctober....., 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on September 9th, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,390.69..... This amount may change.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 9th day ofSeptember....., 2002, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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

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

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

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

Earle w.j. Noel(SEAL)
Earle W.J. Noel -Borrower

Christine F. Noel(SEAL)
Christine F. Noel -Borrower

.....(SEAL)
-Borrower

[Sign Original Only]

December 7, 1999

ACT 6 / ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S) : EARLE W.J. NOEL
 CHRISTINE F. NOEL

PROPERTY ADDRESS: 969 Treasure Lake, DuBois, PA 15801

LOAN ACCT. NO.: #348457 Note #8

ORIGINAL LENDER: COUNTY NATIONAL BANK

CURRENT LENDER/SERVICE: COUNTY NATIONAL BANK

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: 969 Treasure Lake, DuBois, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

Octcber 1999	-	\$1,428.64
November 1999	-	\$2,263.41

Other Charges (explain/itemize):

Late Fees	-	\$ 106.64
TOTAL AMOUNT PAST DUE:		\$6,062.10

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$6,062.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.

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

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

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

Is your **RETURN ADDRESS** completed on the reverse side?

SENDER:

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

3. Article Addressed to:

Earle W.J. Noel
969 Treasure Lake
DuBois, PA 15801

4a. Article Number

2 296 720 643

4b. Service Type

- Registered
- Certified
- Express Mail
- Insured
- Return Receipt for Merchandise
- COD

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

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

8. Addressee's Address (Only if requested and fee is paid)
7. Date of Delivery 12-10-99
5. Received By: (Print Name)
6. Signature (Addressee or Agent)
X H. J. Noel Jr. Leonard

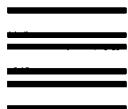
Thank you for using Return Receipt Service.

PS Form **3811**, December 1994

102595-98-B-0229

Domestic Return Receipt

UNITED STATES POSTAL SERVICE



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

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

Peter F. Smith, Esq.
P.O. Box 130
Clearfield, PA 16830

Is your **RETURN ADDRESS** completed on the reverse side?

SENDER:

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

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

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Christine F. Noel
969 Treasure Lake
DuBois, PA 15801-9022

4a. Article Number
Z 596 720 644

4b. Service Type

- Registered
- Certified
- Express Mail
- Insured
- Return Receipt for Merchandise
- COD

7. Date of Delivery

12-10-99

5. Received By: (Print Name)
and fee is paid)

6. Signature: (Addressee or Agent)

X *John Leonard*
Is your **RETURN ADDRESS** completed on the reverse side?

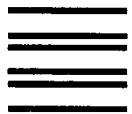
Thank you for using Return Receipt Service.

102595-98-B-0229

Domestic Return Receipt

PS Form 3811, December 1994

UNITED STATES POSTAL SERVICE



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

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

Peter F. Smith, Esq.
P.O. Box 130
Clearfield, PA 16830

PENNSYLVANIA HOUSING FINANCE AGENCY
Homeowners' Emergency Mortgage Assistance Loan Program

Payments

2101 North Front Street
 P.O. Box 15206
 Harrisburg, PA 17105-5206

General Information (717) 780-3940

General Information 1-800-342-2397

TDD # For Hearing Impaired (717) 780-1869

FAX # (717) 780-3995

Correspondence

2101 North Front Street
 P.O. Box 15530
 Harrisburg, PA 17105-5530

3/22/2000

COUNTY NATIONAL BANK
 P O BOX 42
 CLEARFIELD, PA. 16830

SUBJECT:

EARLE NOEL
 969 TREASURE LAKE
 DUBOIS, PA. 15801

Your application for a HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE LOAN has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 168.401-C et seq. and/or Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HREM, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative through the following toll free number: 1-800-732-3545. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:

1. Disclosure inapplicable.

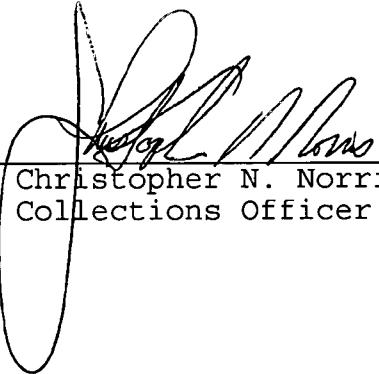
The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

The Pennsylvania Housing Finance Agency

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 19
day of May, 2000.

Andrea M. Smith
Notary Public

NOTARIAL SEAL
ANDREA M. SMITH, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires, June 28, 2003

PETER F. SMITH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK
VS
NOEL, EARLE W.J.

00-606-CD

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW MAY 24, 2000 AT 9:18 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTINE F. NOEL, DEFENDANT AT RESIDENCE 969 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTINE F. NOEL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: MCINTOSH/COUDRIET

NOW MAY 24, 2000 AT 9:18 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EARLE W.J. NOEL, DEFENDANT AT RESIDENCE 969 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTINE NOEL, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: MCINTOSH/COUDRIET

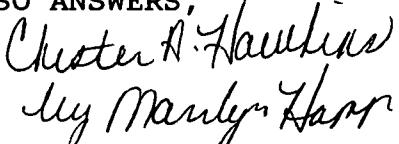
34.21 SHFF. HAWKINS PAID BY: PLFF.
20.00 SURCHARGE PAID BY: PLFF.

SWORN TO BEFORE ME THIS

14th DAY OF June 2000


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

SO ANSWERS,


by 

CHESTER A. HAWKINS
SHERIFF

FILED

JUN 14 2000

073.01

William A. Shaw
Prothonotary



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

COUNTY NATIONAL BANK :
Plaintiff :
vs. : No. 00-606-CD
: :
31 EARLE W. J. NOEL and :
21 CHRISTINE F. NOEL :
Defendants :
PRAECIPE TO ENTER DEFAULT JUDGMENT

FILED

JUL 06 2000

William A. Shaw
Prothonotary

To: William A. Shaw, Prothonotary

Dear Sir:

1. More than 20 days have elapsed since service on Defendants and they have failed to file a responsive pleading.

2. Plaintiff's counsel sent the notice required by PA R.C.P. 237.1, to the Defendants more than 10 days ago, and Defendants have not filed a responsive pleading.

3. A true and correct copy of said Rule 237.1 notice is attached hereto and incorporated herein by reference.

4. Please enter judgment in favor of the Plaintiff and against the Defendants as follows:

a)	Balance	\$257,759.39
b)	Late Charge	\$ 332.98
c)	Interest accrued to 5/18/00	\$ 9,244.11
d)	Interest accruing after 5/18/00 at \$58.1390624 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's commission of amounts reasonably incurred by County National Bank but not to exceed 8% of total indebtedness (to be added)	\$ _____

PRELIMINARY TOTAL \$267,336.48

FINAL TOTAL \$



Peter F. Smith
Attorney for Plaintiff

Date: 6-28-00

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

COUNTY NATIONAL BANK :
Plaintiff :
:
vs. : No. 00-606-CD
:
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :
:

CERTIFICATE OF ADDRESS

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

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

Defendants: Earle W. J. Noel
969 Treasure Lake
DuBois, PA 15801-9022

Christine F. Noel
969 Treasure Lake
DuBois, PA 15801-9022

Date: 6-28-00



Peter F. Smith
Attorney for Plaintiff

File D
10/17/2000
Notice to C. Noel
Notice to E. Noel
Statement to Atty Smith
William A. Shaw
Postmanotary
EPL

COPY

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

COUNTY NATIONAL BANK :
Plaintiff :
:
vs. : No. 00-606-CD
:
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :

Notice is given that a judgment has been entered of record in
Clearfield County against you in the amount of \$267,336.48 plus
interest and costs on _____.

Prothonotary

By _____, Deputy

Rule of Civil Procedure No. 236

COPY

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

COUNTY NATIONAL BANK :
Plaintiff :
vs. : No. 00-606-CD
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :

Notice is given that a judgment has been entered of record in
Clearfield County against you in the amount of \$267,336.48 plus
interest and costs on _____.

Prothonotary

By _____, Deputy

Rule of Civil Procedure No. 236

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

COPY

County National Bank
Plaintiffs (s)

Docket: 281

No.: 00-606-CD

Real Debt: \$267,336.48

Atty's Comm:

Vs.

Costs: \$

Int. From:

Earle W. J. Noel and
Christine F. Noel
Defendant (s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 6, 2000

Expires: July 6, 2005

Certified from the record this 6th day of July, 2000.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

COUNTY NATIONAL BANK
Plaintiff

vs.

EARLE W. J. NOEL and
CHRISTINE F. NOEL
Defendants

: No. 00-606-CD

FILED

11/12/2000

William A. Shaw
Prothonotary

PRAECIPE FOR WRIT OF EXECUTION

To: William A. Shaw, Prothonotary

Dear Sir:

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

1. Index this Writ against:

Earle W. J. Noel, Defendant
Christine F. Noel, Defendant

2. Property owned by the Defendants as follows:

The real estate subject to this action is identified by
Clearfield County Tax Parcel Nos. 128-C2-5-74-21 and 128-C2-5-75-21
located in Dubois, Pennsylvania more particularly bounded and
described as follows:

ALL that certain tract of land designated as Lot No. 74, 75
and 76, Section No. 5 in the Treasure Lake Subdivision in
Sandy Township, Clearfield County, Pennsylvania, recorded in
the Recorder of Deeds Office in Misc. Docket File No. 24.

BEGINNING at a point on the right-of-way of Admiral
Dunbar Road; said point being the Westernmost corner
of the property herein described;

THENCE North 28 degrees 21 minutes 32 seconds East 155.72
feet to a point;

THENCE South 68 degrees 56 minutes 30 seconds East 155.72
feet to a point;

THENCE South 38 degrees 09 minutes 45 seconds East, 127.58
feet to a point on the right-of-way of Rip Tide Road;

THENCE along the right-of-way of Rip Tide Road, South 51 degrees 50 minutes 15 seconds West, 151.06 feet to a point;

THENCE continuing along right-of-way of Admiral Dunbar Road by a curve having an arc distance of 177.49 feet; a chord bearing of North 52 degrees 23 minutes 46 seconds West, and a chord distance of 176.72 feet to a point and the place of beginning. CONTAINING 0.945 acres.

EXCEPTING AND RESERVING THEREFROM, and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.

2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Docket Map Vol. 146, Page 476, all of said restrictions being covenants which run with the land.

3. All mineral and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

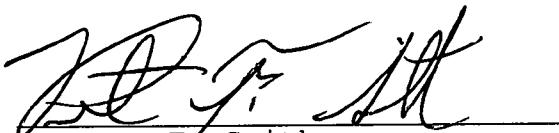
BEING the same premises conveyed to Earle W.J. Noel and Christine F. Noel by deed recorded in Clearfield County Record Volume 1737, Page 406.

2. Amounts Due:

a) Balance	\$ 257,759.39
b) Late Charge	\$ 322.98
c) Interest accrued to 5/18/00	\$ 9,244.11
d) Interest accruing from 5/18/00 at \$58.1390624 per day (to be added)	\$
e) Costs of Suit (to be added)	\$ <u>174.21</u>
f) Attorney's commission of amounts reasonably incurred by County National Bank but not to exceed 8% of total indebtedness (to be added)	\$ _____
PRELIMINARY TOTAL	
	\$ 267,336.48

FINAL TOTAL \$ _____

Dated: 7-11-00



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

Attn: Plaintiff's Counsel
Case No. 88-00080

FILED

Q2/17/2000
JUL 12 2000

William A. Shaw
Prothonotary

COPY

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

County National Bank
Plaintiffs

NO: 00-606-CD

Earle W. J. Noel and
Christine F. Noel
Defendants

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the debt, interest and costs due County National Bank, Plaintiff (s) from Earle W. J. Noel and Christine F. Noel, Defendant (s).

- (1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:
Clearfield County Tax Parcel Nos. 128-C2-5-74-21 and 128-C2-5-75-21 located in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania
- (2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of:
GARNISHEE (S) as follows: and to notify the garnishee (s) that: (a) an attachment has been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;
- (3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$267,336.48

PAID: \$174.21

INTEREST: accruing from 5/18/00 at \$58.1390624 per day

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: July 12, 2000

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
at _____ A.M./P.M.

REQUESTING PARTY NAME:
Peter F. Smith

Sheriff

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

COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 00-606-CD
: :
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :
:

COPY

WRIT OF EXECUTION
NOTICE

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

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

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

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

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

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

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

COUNTY NATIONAL BANK, :
Plaintiff :
:
vs. : No. 00-606-CD
:
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :
:

WRIT OF EXECUTION

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

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

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

The real estate subject to this action is identified by
Clearfield County Tax Parcel Nos. 128-C2-5-74-21 and 128-C2-5-75-21
located in Dubois, Pennsylvania more particularly bounded and
described as follows:

ALL that certain tract of land designated as Lot No. 74, 75
and 76, Section No. 5 in the Treasure Lake Subdivision in
Sandy Township, Clearfield County, Pennsylvania, recorded in
the Recorder of Deeds Office in Misc. Docket File No. 24.

BEGINNING at a point on the right-of-way of Admiral
Dunbar Road; said point being the Westernmost corner
of the property herein described;

THENCE North 28 degrees 21 minutes 32 seconds East 155.72
feet to a point;

THENCE South 68 degrees 56 minutes 30 seconds East 155.72
feet to a point;

THENCE South 38 degrees 09 minutes 45 seconds East, 127.58
feet to a point on the right-of-way of Rip Tide
Road;

THENCE along the right-of-way of Rip Tide Road, South 51
degrees 50 minutes 15 seconds West, 151.06 feet to a point;

THENCE continuing along right-of-way of Admiral Dunbar
Road by a curve having an arc distance of 177.49 feet; a

chord bearing of North 52 degrees 23 minutes 46 seconds West, and a chord distance of 176.72 feet to a point and the place of beginning. CONTAINING 0.945 acres.

EXCEPTING AND RESERVING THEREFROM, and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Docket Map Vol. 146, Page 476, all of said restrictions being covenants which run with the land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Earle W.J. Noel and Christine F. Noel by deed recorded in Clearfield County Record Volume 1737, Page 406.

2. Amounts Due:

a)	Balance	\$257,759.39
b)	Late Charge	\$ 322.98
c)	Interest accrued to 5/18/00	\$ 9,244.11
d)	Interest accruing from 5/18/00 at \$58.1390624 per day (to be added)	\$
e)	Costs of Suit (to be added)	\$ 174.21
f)	Attorney's commission of amounts reasonably incurred by County National Bank but not to exceed 8% of total indebtedness (to be added)	\$
	PRELIMINARY TOTAL	\$267,336.48
	GRAND TOTAL	\$

William A. Shaw, Prothonotary

By: _____
Deputy

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

COUNTY NATIONAL BANK, :
Plaintiff :
:
vs. : No. 00-606-CD
:
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :
:

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address

Phone Number

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

Date: _____ Defendant

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

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

COUNTY NATIONAL BANK :
Plaintiff :
:
vs. : No. 00-606-CD
:
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
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

FILED

JUL 12 2000

William A. Shaw
Prothonotary

2. Name and address of Defendants in judgment:

Earle W. J. Noel
Christine F. Noel
969 Treasure Lake
DuBois, PA 15801

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real estate to be sold:

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

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

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

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

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

Treasure Lake Property Owners Association, Inc.
13 Treasure Lake
DuBois, PA 15801

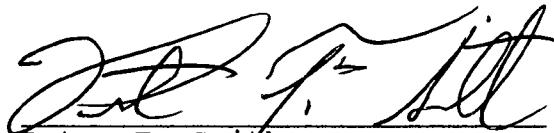
Riveria Water
487 Treasure Lake
DuBois, PA 15801

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: 7-11-00



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

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

COUNTY NATIONAL BANK :
Plaintiff :
:
vs. : No. 00-606-CD
:
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :
:

CERTIFICATE OF SERVICE

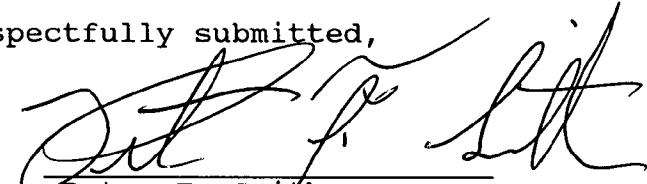
I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, certify that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO P.A.R.C.P. 3129** along with **SHERIFF'S HANDBILL** to the following on July 17, 2000:

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

Treasure Lake Property Owners Association, Inc.
13 Treasure Lake
DuBois, PA 15801

Riveria Water
487 Treasure Lake
DuBois, PA 15801

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Date: July 17, 2000

FILED

JUL 17 2000

William A. Shaw
Prothonotary

FILED

JUL 17 2000
CIR 3.12 10cc
William A. Shaw
Prothonotary



REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, SEPTEMBER 5, 2000, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 1st day of SEPTEMBER 2000, I ex-posed the within described real estate of EARLE W. J. NOEL and CHRISTINE F. NOEL

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

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
MILEAGE	9.88
POSTING	15.00
CSDS	10.00
COMMISSION	2%
POSTAGE	+ 3.30
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L LEVY	
ADD'L MILEAGE	
BID	1.00
RETURNS/DEPUTIZE	
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 199.06

DEED COSTS:

REG & REC	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	—
TOTAL DEED COSTS	\$ 0.50

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE # 7,0143
UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS
FROM THIS DATE.

CHESTER A. HAWKINS, SHERIFF

FILED

SEP 27 2000
0/2:11 AM
William A. Shaw
Prothonotary
S. A.
BY
SHERIFF
G. S.

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

COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 00-606-CD
: :
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :
:

WRIT OF EXECUTION
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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.

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

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

COUNTY NATIONAL BANK, :
Plaintiff :
:
vs. : No. 00-606-CD
:
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :
:

WRIT OF EXECUTION

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

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

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

The real estate subject to this action is identified by
Clearfield County Tax Parcel Nos. 128-C2-5-74-21 and 128-C2-5-75-21
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ALL that certain tract of land designated as Lot No. 74, 75
and 76, Section No. 5 in the Treasure Lake Subdivision in
Sandy Township, Clearfield County, Pennsylvania, recorded in
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BEGINNING at a point on the right-of-way of Admiral
Dunbar Road; said point being the Westernmost corner
of the property herein described;

THENCE North 28 degrees 21 minutes 32 seconds East 155.72
feet to a point;

THENCE South 68 degrees 56 minutes 30 seconds East 155.72
feet to a point;

THENCE South 38 degrees 09 minutes 45 seconds East, 127.58
feet to a point on the right-of-way of Rip Tide
Road;

THENCE along the right-of-way of Rip Tide Road, South 51
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THENCE continuing along right-of-way of Admiral Dunbar
Road by a curve having an arc distance of 177.49 feet; a

chord bearing of North 52 degrees 23 minutes 46 seconds West, and a chord distance of 176.72 feet to a point and the place of beginning. CONTAINING 0.945 acres.

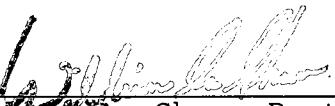
EXCEPTING AND RESERVING THEREFROM, and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Docket Map Vol. 146, Page 476, all of said restrictions being covenants which run with the land.
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BEING the same premises conveyed to Earle W.J. Noel and Christine F. Noel by deed recorded in Clearfield County Record Volume 1737, Page 406.

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f)	Attorney's commission of amounts reasonably incurred by County National Bank but not to exceed 8% of total indebtedness (to be added)	\$
	PRELIMINARY TOTAL	\$267,336.48
	GRAND TOTAL	\$

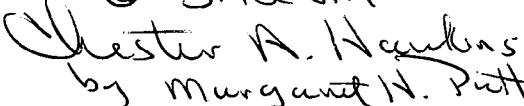


William A. Shaw, Prothonotary

By: _____
Deputy

RECEIVED JUL 1 2 2000

① 3:12 pm


by Margaret N. Pitt

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

COUNTY NATIONAL BANK, :
Plaintiff :
:
vs. : No. 00-606-CD
:
EARLE W. J. NOEL and :
CHRISTINE F. NOEL :
Defendants :
:

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address

Phone Number

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

Date: _____

Defendant

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

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 9921

COUNTY NATIONAL BANK

VS.

NOEL, EARLE W.J. EX

00-606-CD

**WRIT OF EXECUTION REAL ESTATE
SHERIFF RETURNS**

**NOW, JULY 14, 2000, AT 10:19 AM O'CLOCK A LEVY WAS TAKEN ON
THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS
DATE.**

A SALE IS SET FOR FRIDAY, SEPTEMBER 1, 2000, AT 10:00 AM.

**NOW, JULY 14, 2000, AT 10:19 AM O'CLOCK SERVED THE WRIT OF
EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON EARLE W.J.**

**NOEL, DEFENDANT, AT HIS PLACE OF RESIDENCE, 969 TREASURE
LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY
HANDING TO EARLE W.J. NOEL, DEFENDANT, A TRUE AND ATTESTED
COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND
COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, JULY 14, 2000, AT 10:19 AM O'CLOCK SERVED THE WRIT OF
EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON EARLE W. J.**

**NOEL, HUSBAND OF CHRISTINE F. NOEL, DEFENDANT, AT HIS PLACE
OF RESIDENCE, 969 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA, 15801, BY HANDING TO EARLE W. J. NOEL, HUSBAND
OF CHRISTINE F. NOEL, DEFENDANT, A TRUE AND ATTESTED COPY OF
THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF
LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

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

**NOW, SEPTEMBER 26, 2000, RECEIVED PLAINTIFF CHECK #145258 IN THE
AMOUNT OF SEVEN THOUSAND FOURTEEN DOLLARS AND THIRTY-FIVE CENTS
(\$7,014.35) FOR COSTS DUE ON SALE.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

9921

COUNTY NATIONAL BANK

VS.

NOEL, EARLE W.J. EX

00-606-CD

**WRIT OF EXECUTION REAL ESTATE
SHERIFF RETURNS**

NOW, SEPTEMBER 27, 2000, RETURN THE WRIT AS A SALE BEING HELD WITH
THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS
COSTS. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING REMAINING
COSTS, FILED DEED THIS DATE.

SHERIFF HAWKINS \$199.06
SURCHARGE \$ 40.00
PAID BY PLAINTIFF

Sworn to Before Me This

____ Day Of _____ 2000

So Answers,


by Margaret H. Pitt
Chester A. Hawkins
Sheriff

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

COUNTY NATIONAL BANK, : No. 2000-606-CD
Plaintiff :
: vs. :
EARLE W. J. NOEL and :
CHRISTINE F. NOEL, :
Defendants :
:

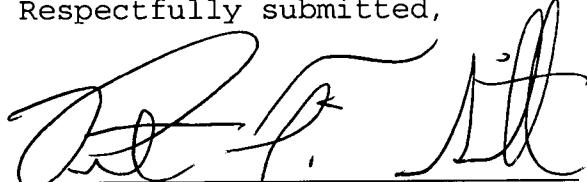
PRAECIPE TO SATISFY JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter, I appear and request that the judgment entered against EARLE W. J. NOEL and CHRISTINE F. NOEL be marked **satisfied**.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff

Date: August 30, 2004

cc: Christopher N. Norris, County National Bank

FILED No cc
M/3/04 Atty T. Noble
SEP 08 2004 pd. 7.00
William A. Shaw Cert. of Sat.
Prothonotary/Clerk of Court to Atlys
Noble, Smith
Copy to CJA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2000-00606-CD

County National Bank

Debt: \$267,336.48

Vs.

Atty's Comm.:

Earle W.J. Noel

Christine F. Noel

Interest From:

Cost: \$7.00

NOW, Wednesday, September 08, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 8th day of September, A.D. 2004.

Prothonotary