

00-774-CD
CLEARFIELD BANK & TRUST COMPANY -vs- ROBERT L. MCGONIGAL et al

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

(11) CLEARFIELD BANK & TRUST
COMPANY,
Plaintiff

No. 00-774-00

vs.

(83) ROBERT L. McGONIGAL and
(23) CHRISTINE M. McGONIGAL, (23) (78)
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 property or other 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
Clearfield, PA 16830
(814) 765.9641

FILED

JUN 29 2000
11:30 AM
William A. Shaw
Prothonotary

2 CERT TO SHF
1 CMT TO ATT

80-
BY ATT

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

| | | |
|-------------------------------------|---|-----|
| CLEARFIELD BANK & TRUST COMPANY, | : | No. |
| Plaintiff | : | |
| | : | |
| vs. | : | |
| | : | |
| ROBERT L. McGONIGAL and | : | |
| CHRISTINE M. McGONIGAL, | : | |
| Defendants | : | |

COMPLAINT

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esq., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is Clearfield Bank & Trust Company, a corporation, with a principal place of business of 11 North Second Street, Clearfield, , Clearfield County, Pennsylvania 16830.
2. The Defendants are Robert L. McGonigal and Christine M. McGonigal, with property addresses of R.D. 1, Woodchuck Road, Frenchville, Pennsylvania as their residence and Clarendon Avenue, Hyde, Pennsylvania as a rental property.
3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated December 19, 1994, in the principal amount of \$75,000.00, a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1650, Page 402.

4. The said Mortgage is and contains a lien against: that certain tract of land situate in the Township of Girard, Clearfield County, Pennsylvania, a legal description is more fully described in the attached Exhibit "A" and that certain tract of land situate in the Township of Lawrence, Clearfield County, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$75,000.00 as set forth in Promissory Note dated December 19, 1994. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due February 20, 2000, and subsequent monthly installments due since.

7. The Plaintiff has given the Defendants a written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated April 21, 2000, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

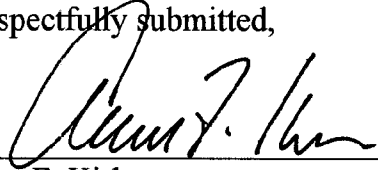
10. The amounts due and owing under the terms of the said Mortgage are as follows:

| | | |
|--------------------|---|---------------------|
| (a) | Principal Balance | \$ 61,453.39 |
| (b) | Interest per diem of 14.98064 from 1/20/00 until 6/25/00 | \$ 2,366.94 |
| (c) | Late Charges | \$ 115.77 |
| (d) | Satisfaction Fee | \$ 15.50 |
| (e) | Attorney Collection Fee | <u>\$ 1,415.28</u> |
| FINAL TOTAL | | \$ 65,366.88 |

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$65,366.88 plus interest at 11%, plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

Dated:



Alan F. Kirk
Attorney for Plaintiff

EXHIBIT "A"

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

BEGINNING at a point and northeast corner of the intersection of Woodchuck Road and Legislative Route 17107, said point being North zero degrees twenty minutes East (N 0° 20' E) one hundred fifty and one hundredth (150.01) feet from the common corner of land of Charles G. Viard and Gust T. Tekely (intended to be conveyed to Charles G. Viard) at the Eastern edge of said L.R. 17107. Said common corner also being the Southwest corner of land of the larger parcel of land of which the herein described parcel is a part; thence North zero degrees twenty minutes East (N 0° 20' E) along the Eastern edge of the thirty-three (33.0) foot wide right-of-way of said L.R. 17017 two hundred three and sixty-four hundredths (203.64) feet to a point and southwest corner of Lot No. 2; thence East (N 90° 00' E) along said Lot No. 2 passing through an iron pin eight and five tenths (8.5) feet from the end of this course for a total course distance of four hundred thirty and forty-one hundredths (430.41) feet to an iron pin and Western edge of Pheasant Lane fifty (50.0) feet wide; thence South (S 00° 00' W) two hundred and sixty-three hundredths (200.63) feet to an iron pin and Northwestern corner of the intersection of Pheasant Lane and Woodchuck Road (also fifty (50.0) feet wide); thence South eighty-nine degrees thirty-six minutes West (S 89° 36' W) along the Northern edge of said Woodchuck Road passing through an iron pin eight and five tenths (8.5) feet from the end of this course for a total course distance of four hundred thirty-one and sixty-one hundredths (431.61) feet to a point and place of beginning.

Containing 2.00 acres and being Lot No. 1 as shown on the attached Plan of Lots of Edward R. Densham Plan of Lots in Covington Township, Clearfield County.

This conveyance is made subject to the following covenants, which covenants shall run with the land:

1. A ninety (90') foot building setback distance from the centerline of Legislative Route 17107 is to be observed in the construction of any building on these premises.
2. There shall be no mobile homes erected on the premises.
3. There shall be no commercial buildings erected on the premises and the premises shall be considered as residential in nature.

EXHIBIT "B"

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

BEING forty (40') feet front on Clarendon Avenue, sometimes known as Schnarrs Avenue, and one hundred and twenty (120') feet back to an alley, being Lot No. 1 in Block 38 in the Plan of the Steel and Iron Works Addition to Clearfield.

NOTE

071489

US\$ 75,000.00 December 19, 19 94 Clearfield, Pennsylvania
City

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay _____

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830

, or order, the principal sum of

Seventy-five Thousand and 00/100----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 9.25 percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in

consecutive monthly installments of Seven Hundred Seventy-one and 90/100----- Dollars (US \$

\$771.90) , on the 20th day of each month beginning

January 20, 19 95. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

December 20 2009.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of five (5%) percent of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated December 19, 1994, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Robert L. McGonigal
Robert L. McGonigal

Christine M. McGonigal
Christine M. McGonigal

P.O. Box 783, Hyde, PA 16843

R.D. #1, Frenchville, PA 16836

Property Address

(Execute Original Only)

| | |
|--------------------------|--|
| HOMEOWNER'S NAME(S): | <u>Robert L. McGonigal</u> |
| | <u>Christine M. McGonigal</u> |
| MAILING ADDRESS: | <u>P.O. Box 205</u> |
| | <u>Frenchville, PA 16836-0205</u> |
| LOAN ACCT. NO.: | <u>2071489</u> |
| ORIGINAL LENDER: | <u>Clearfield Bank & Trust Company</u> |
| CURRENT LENDER/SERVICER: | <u>Clearfield Bank & Trust Company</u> |
| DATE: | <u>April 21, 2000</u> |

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 MORTGAGE 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 this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.



Established 1902

Main Bank

11 NORTH 2ND STREET, P.O. BOX 171, CLEARFIELD, PA. 16830-0171 • (814) 765-7551
FAX (814) 765-2943

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

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 the 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 COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Full Service Branches:

BRIDGE STREET
COR. N. 2ND & BRIDGE STS.
CLEARFIELD, PA. 16830
(814) 765-1645
FAX (814) 765-2672

GOLDENROD
1935 DAISY ST.
CLEARFIELD, PA. 16830
(814) 768-5200
FAX (814) 768-5206

CURWENSVILLE
407 WALNUT ST.
CURWENSVILLE, PA. 16833
(814) 236-2441
FAX (814) 236-4650

DuBOIS
91 BEAVER DRIVE
DuBOIS, PA. 15801
(814) 371-1400
FAX (814) 371-2903

PHILIPSBURG
IRVIN DRIVE EXTENSION
PHILIPSBURG, PA. 16866
(814) 342-5750
FAX (814) 342-7321

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

HOW TO CURE THE DEFAULT --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,392.88, 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:**

Clearfield Bank and Trust Company
11 N. 2nd. Street, P.O. Box 171
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

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 the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

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

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

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

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 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: Clarendon Ave., Hyde, PA

R.D. 1, Woodchuck Rd. & Rt 17052, Frenchville, PA

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:

February, March & April @ \$771.90 = \$2,315.70

Other charges (explain/itemize): Late Charges of \$77.18

TOTAL AMOUNT PAST DUE: \$2,392.88

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

HOW TO CONTACT THE LENDER:

| | |
|-------------------------------|--|
| <u>Name of Lender:</u> | CLEARFIELD BANK AND TRUST COMPANY |
| <u>Address:</u> | 11 N. 2ND STREET, P.O. BOX 171 |
| | CLEARFIELD, PA 16830 |
| <u>Phone Number:</u> | (814) 765-7551 OR 1-888-765-7551 |
| <u>Fax Number:</u> | (814) 765-2943 |
| <u>Contact Person:</u> | LORIA A. KURTZ |

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

ASSUMPTION OF MORTGAGE --- You may or **XX** may not 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.

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

CCCS of Western Pennsylvania, Inc
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
(814) 944-5747

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or 1 (800) 737-2933
FAX (412) 338-9963

VERIFICATION

I, WILLIAM A. SHINER, Senior Vice President and Secretary of
CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the
foregoing Complaint 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.A. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner
William A. Shiner, Senior Vice President
and Secretary

DATE: 6/26/00

FILED

JUN 29 2000

William A. Shaw
Prothonotary

ALAN F. KIRK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.

00-774-CD

VS

MCGONIGAL, ROBERT L.

COMPLAINT

SHERIFF RETURNS

NOW JULY 10, 2000 AT 1:49 PM DST SERVED THE WITHIN COMPLAINT ON ROBERT L. MCGONIGAL, DEFENDANT AT RESIDENCE RD 1 WOODCHUCK ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT L. MCGONIGAL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW JULY 10, 2000 AT 1:49 PM DST SERVED THE WITHIN COMPLAINT ON CHRISTINE M. MCGONIGAL, DEFENDANT AT RESIDENCE RD 1 WOODCHUCK ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT L. MCGONIGAL, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

32.65 SHFF. HAWKINS PAID BY: ATTY
20.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

20th DAY OF July 2000
William A. Shaw

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

SO ANSWERS,

Chester A. Hawkins
by Maudy. Hamp

CHESTER A. HAWKINS
SHERIFF

FILED

JUL 20 2000
11:30 am
William A. Shaw
Prothonotary
WAS

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

111
CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

43
23
ROBERT L. McGONIGAL and
CHRISTINE M. McGONIGAL,
Defendants

No. 00-774-CD

Type of Pleading: Praecipe to
Settle

Filed on Behalf of: PLAINTIFF

Counsel of Record for Party:
ALAN F. KIRK, ESQUIRE
I.D.#36893

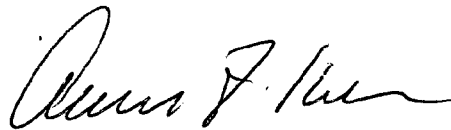
1375 Martin Street, Suite 204
State College, PA 16803

(814) 234.2048

PRAECIPE

TO: THE PROTHONOTARY OF CLEARFIELD COUNTY

Please mark the above captioned case settled, discontinued and satisfied.



Alan F. Kirk, Esquire
Attorney for Plaintiff

Dated: September 7, 2000

FILED

SEP 08 2000

William A. Shaw
Prothonotary

FILED

SEP 08 2000

SEP 11 31 00
William A. Shaw
Prothonotary

Due to

Atty Kurk

Copy to CA



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

COPY

CLEARFIELD BANK & TRUST COMPANY

Plaintiff(s)

vs.

No. 00-774-CD

ROBERT L. MCGONIGAL and

CHRISTINE M. MCGONIGAL

Defendant(s)

CERTIFICATE OF DISCONTINUANCE

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

I, WILLIAM A. SHAW, Prothonotary of the Court of Common Pleas in and
for the County and Commonwealth aforesaid do hereby certify that the above
case was this day, the 8th of SEPTEMBER A.D. 2000, marked:

SETTLED, DISCONTINUED and SATISFIED.

Record costs in the sum of \$132.65 have been paid in full by

Alan F. Kirk, Esquire

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this
Court at Clearfield, Clearfield County, Pennsylvania this 8th day of
Sepetmber A.D. 2000.

Prothonotary