

00-1155-CD  
County National Bank vs Edward Nishida

8

100-1155-CD  
County National Bank vs. Edward A. Nishida, et al.

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

COUNTY NATIONAL BANK, :  
Plaintiff :  
vs. : No. 2000-1155-CD  
: :  
EDWARD A. NISHIDA and BERYL :  
B. NISHIDA, husband and wife, :  
Defendants :  
:

FILED

PRAECIPE FOR WRIT OF EXECUTION

To: William A. Shaw, Prothonotary

Dear Sir:

NOV 22 2000

o 10:50 AM

William A. Shaw

Prothonotary

20.-

7 WANTS TO ATT BY MM

820

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:

Edward A. Nishida  
Beryl B. Nishida

2. Property owned by the Defendants as follows:

ALL that certain lot or piece of ground situate in the Township of Bradford, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pipe at the intersection of the Eastern right-of-way line of Legislative Route No. 17054 leading from Woodland to Shiloh with the Northern right-of-way line of Township Road No. T-166; thence with said Eastern right-of-way line of Legislative Route No. 17054 North nineteen (19) degrees thirty-two (32) minutes East one hundred seventy two and nine-tenths (172.9) feet to an iron pipe; thence with land of Grantor herein South seventy (70) degrees twenty-nine (29) minutes East one hundred fifty and no-tenths (150.0) feet to an iron pipe; thence still with land of Grantor herein South twenty-five (25) degrees fifty (50) minutes West two hundred sixty-seven and four-tenths (267.4) feet to a point on the Northern right-of-way line of said Township route No. T-166; thence with said Northern right-of-way line of Township Road No. T-166 with a curve to the right and having a chord bearing of North thirty-two (32) degrees thirty-five (35) minutes West one hundred fifty-two and two-tenths (152.2) feet to the place of beginning. Containing seventy-four hundredths (0.74) acres, more or less.

EXCPETING AND RESERVING all mineral rights.

BEING the same premises conveyed to Edward A. Nishida and Beryl B. Nishida, by deed dated March 21, 1984, and recorded in Clearfield County Deed Book 675, Page 171.

3. Amounts Due:

a)	Balance	\$17,723.50
b)	Late Charge	\$ 95.71
c)	Interest accrued to 08/30/00	\$2,259.87
d)	Interest accruing from 08/30/00 at \$5.2924340 per day (to be added)	\$
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____

PRELIMINARY TOTAL	\$20,079.08
FINAL TOTAL	\$

*Paid to Plaintiff 166.93*

Dated: 11/21/00



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

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 2000-1155-CD
	:	
EDWARD A. NISHIDA and BERYL	:	
B. NISHIDA, husband and wife,	:	
Defendants	:	

WRIT OF EXECUTION  
NOTICE

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

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

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

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

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

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

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

COUNTY NATIONAL BANK :  
Plaintiff :  
: vs. : No. 2000-1155-CD  
: :  
EDWARD A. NISHIDA and BERYL :  
B. NISHIDA, husband and wife, :  
Defendants :  
:

WRIT OF EXECUTION

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

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

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

ALL that certain lot or piece of ground situate in the Township of  
Bradford, County of Clearfield, and Commonwealth of Pennsylvania,  
bounded and described as follows, to-wit:

BEGINNING at an iron pipe at the intersection of the Eastern right-  
of-way line of Legislative Route No. 17054 leading from Woodland to  
Shiloh with the Northern right-of-way line of Township Road No. T-  
166; thence with said Eastern right-of-way line of Legislative  
Route No. 17054 North nineteen (19) degrees thirty-two (32) minutes  
East one hundred seventy two and nine-tenths (172.9) feet to an  
iron pipe; thence with land of Grantor herein South seventy (70)  
degrees twenty-nine (29) minutes East one hundred fifty and no-  
tenths (150.0) feet to an iron pipe; thence still with land of  
Grantor herein South twenty-five (25) degrees fifty (50) minutes  
West two hundred sixty-seven and four-tenths (267.4) feet to a  
point on the Northern right-of-way line of said Township route No.  
T-166; thence with said Northern right-of-way line of Township Road  
No. T-166 with a curve to the right and having a chord bearing of  
North thirty-two (32) degrees thirty-five (35) minutes West one  
hundred fifty-two and two-tenths (152.2) feet to the place of  
beginning. Containing seventy-four hundredths (0.74) acres, more  
or less.

EXCPETING AND RESERVING all mineral rights.

BEING the same premises conveyed to Edward A. Nishida and Beryl B.  
Nishida, by deed dated March 21, 1984, and recorded in Clearfield  
County Deed Book 675, Page 171.

2. Amounts Due:

a)	Balance	\$17,723.50
b)	Late Charge	\$ 95.71
c)	Interest accrued to 08/30/00	\$2,259.87
d)	Interest accruing from 08/30/00 at \$5.2924340 per day (to be added)	\$
e)	Costs of suit (to be added)	\$
f)	Attorney's fees	\$

PRELIMINARY TOTAL	\$20,079.08
FINAL TOTAL	\$

Paid to Prothonotary 166.93

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

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

COUNTY NATIONAL BANK :  
Plaintiff :  
vs. :  
No. 2000-1155-CD  
EDWARD A. NISHIDA and BERYL :  
B. NISHIDA, husband and wife, :  
Defendants :  
:

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

---

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

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

---

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

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

---

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

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

---

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

Address

Phone Number

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

Date:

Defendant

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

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

COUNTY NATIONAL BANK :  
Plaintiff :  
:  
vs. : No. 2000-1155-CD  
:  
EDWARD A. NISHIDA and BERYL :  
B. NISHIDA, husband and wife, :  
Defendants :

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

**To: William A. Shaw, Prothonotary:**

Dear Sir:

1. More than 20 days have elapsed since service on EDWARD A. NISHIDA and BERYL B. NISHIDA, husband and wife, 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 EDWARD A. NISHIDA and BERYL B. NISHIDA, husband and wife, 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	\$17,723.50
b)	Late Charge	\$ 95.71
c)	Interest Due to 8/3/00	\$ 2,259.87
d)	Interest accruing after 8/3/00 at \$5.2924340 per day (to be added)	\$
e)	Costs of suit (to be added)	\$
f)	Attorney's fees	\$
PRELIMINARY TOTAL		\$20,079.08
FINAL TOTAL		\$



Peter F. Smith  
Attorney for Plaintiff

Date: 11-5-00

FILED

NOV 06 2000  
613:55 AM  
William A. Shaw, Jr.  
Prothonotary  
2000-1155-CD

NOTICE TO DEFENDANT

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

COUNTY NATIONAL BANK :  
Plaintiff :  
:  
vs. : No. 2000-1155-CD  
:  
EDWARD A. NISHIDA and BERYL :  
B. NISHIDA, husband and wife, :  
  
TO: Edward A. Nishida  
Beryl B. Nishida  
RR 1, Box 93  
Woodland, PA 16881-9710

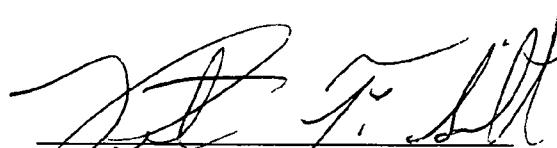
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**THIS TEN (10) DAY PERIOD SHALL EXPIRE ON NOVEMBER 4, 2000.**

Clearfield County Prothonotary  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

Date: October 25, 2000

  
Peter F. Smith  
Attorney for Plaintiff

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

COUNTY NATIONAL BANK :  
Plaintiff :  
:  
vs. : No. 2000-1155-CD  
:  
EDWARD A. NISHIDA and BERYL :  
B. NISHIDA, husband and wife, :  
Defendants :

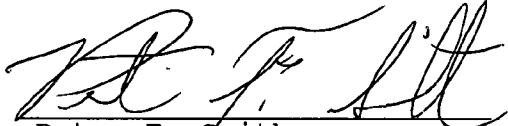
CERTIFICATE OF ADDRESS

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

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

Defendants: Edward A. Nishida  
Beryl B. Nishida  
RD 1, Box 93  
Woodland, PA 16881

Date: 11-5-00



Peter F. Smith  
Attorney for Plaintiff

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

COUNTY NATIONAL BANK :  
Plaintiff :  
:  
vs. : No. 2000-1155-CD  
:  
EDWARD A. NISHIDA and BERYL :  
B. NISHIDA, husband and wife, :  
Defendants :  
:

Notice is given that a judgment has been entered of record in  
Clearfield County against Edward A. Nishida and Beryl B. Nishida,  
husband and wife, in the amount of \$20,079.08 plus interest and  
costs on November 6, 2004.

Prothonotary

By John, Deputy

Rule of Civil Procedure No. 236

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

COUNTY NATIONAL BANK  
Plaintiffs (s)

Docket:

No.: 2000-1155-CD

Real Debt: \$20,079.08

Atty's Comm:

Vs.

Costs: \$

EDWARD A. NISHIDA and BERYL B.  
NISHIDA, husband and wife  
Defendant (s)

Int. From:

Entry: \$20.00

Instrument: DEFAULT JUDGMENT

Date of Entry: NOVEMBER 6, 2000

Expires: NOVEMBER 6, 2005

Certified from the record this 6th day of November, 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. : No. 2000-1155-CD  
: :  
EDWARD A. NISHIDA and BERYL B. :  
NISHIDA, husband and wife,  
Defendants :  
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, certify that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE REQUIRED BY PA.R.C.P. 3129** on the following parties at the following addresses on December 8, 2000:

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

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

Respectfully submitted,

  
Peter F. Smith  
Attorney for Plaintiff

Date: December 8, 2000

RECD

DEC 10 2000

William A. Shaw  
Prothonotary

**FILED**

DEC 13 2000

Q240 KOC  
William A. Shaw  
Prothonotary  
Clerk

In The Court of Common Pleas of Clearfield County, Pennsylvania  
Sheriff Docket # 10186

COUNTY NATIONAL BANK

VS.

NISHIDA, EDWARD A.

00-1155-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW SEPTEMBER 19, 2000 AT 1:31 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BERYL B. NISHIDA, DEFENDANT AT RESIDENCE RD 1 BOX 93, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BERYL B. NISHIDA A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW SEPTEMBER 19, 2000 AT 1:31 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD A. NISHIDA, DEFENDANT AT RESIDENCE RD 1 BOX 93, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BERYL B. NISHIDA, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

---

Return Costs

Cost	Description
26.93	SHFF. HAWKINS PAID BY: PLFF.
20.00	SURCHARGE PAID BY: PLFF.

**FILED**

OCT 04 2000  
013:45 pm  
William A. Shaw  
Prothonotary

E  
J.L.

Sworn to Before Me This

4/6 Day of October 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*  
Chester A. Hawkins  
Sheriff

FILED

SEP 18 2000  
O/H/000/ATH/ Smith  
William A. Shaw  
Prothonotary  
PD \$80.00  
3cc Ath 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

12 COUNTY NATIONAL BANK, : No. 2000-1155-CO

Plaintiff : Type of Case:  
vs. : FORECLOSURE

3 EDWARD A. NISHIDA and : Type of Pleading:  
16 BERYL B. NISHIDA, husband and : COMPLAINT  
wife,

Defendants : Filed on Behalf of:  
: PLAINTIFF

Attorney--for this party:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

SEP 18 2000

William A. Shaw  
Prothonotary

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

COUNTY NATIONAL BANK :  
Plaintiff :  
:  
vs. : No. 2000-  
:  
EDWARD A. NISHIDA and BERYL :  
B. NISHIDA, husband and wife, :  
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.**

Clearfield County Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

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

COUNTY NATIONAL BANK :  
Plaintiff :  
:  
vs. : No. 2000-  
:  
EDWARD A. NISHIDA and BERYL :  
B. NISHIDA, husband and wife, :  
Defendants :

COMPLAINT TO FORECLOSE MORTGAGE

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

1. The name of the Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with its principal office at One South Second Street, Clearfield, Pennsylvania, 16830.

2. The names of the Defendants are **EDWARD A. NISHIDA** and **BERYL B. NISHIDA**, husband and wife, whose last known address is RR 1, Box 93, Woodland, Pennsylvania, 16881-9710.

3. The parcel of real estate subject to this action has an address of RR 1, Box 93, Bradford Township, Clearfield County, Pennsylvania, more particularly described as follows:

ALL that certain lot or parcel of ground situate in the Township of Bradford, County of Clearfield, and Commonwealth of Pennsylvania, Tax Map Number 106-N8-118, bounded and described as follows, to-wit:

BEGINNING at an iron at the intersection of the Eastern right-of-way line of Legislative Route No. 17054 leading from Woodland to Shiloh with the Northern right-of-way line of Township Road No. T-166; thence with said Eastern right-of-way line of Legislative Route No. 17054 North nineteen (19) degrees thirty-two (32) minutes East one hundred seventy two and nine-tenths (172.9) feet to an iron pipe; thence with land of Grantor herein South seventy (70) degrees twenty-nine (29) minutes East one hundred fifty and no-tenths (150.0) feet to an iron pipe; thence still with land of Grantor herein South twenty-five (25) degrees fifty (50) minutes West two hundred sixty-seven and four-tenths (267.4) feet to a

point on the Northern right-of-way line of said Township Road No. T-166; thence with said Northern right-of-way line of Township Road No. T-166 with a curve to the right and having a chord bearing of North thirty-two (32) degrees thirty-five (35) minutes West one hundred fifty-two and two-tenths (152.2) feet to the place of beginning. A survey map of the premises is attached hereto and made a part thereof. Containing seventy-four hundredths (0.74) acre, more or less.

**EXCEPTING AND RESERVING all mineral rights.**

**BEING the same property conveyed to Edward A. Nishida and Beryl B. Nishida, husband and wife, by deed dated March 21, 1974, and recorded in Clearfield County Deed Book 675, Page 171.**

4. Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated October 23, 1989, for principal debt of \$26,609.79, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1310, Page 371. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendants also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligations to pay the \$26,609.79 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

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 June of 1999, Defendants failed to make the full monthly payment of \$335.71, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$4,703.79 as of August 3, 2000.

11. Written and oral demand has been made upon the Defendants to make said payments to Plaintiff and correct their 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 August 32, 2000, are as follows:

a)	Balance	\$17,723.50
b)	Late Charge	\$ 95.71
c)	Interest Due to 8/3/00	\$ 2,259.87
d)	Interest accruing after 8/3/00 at \$5.2924340 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
	PRELIMINARY TOTAL	\$20,079.08
	FINAL TOTAL	\$ _____

13. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., counsel for Plaintiff sent letters to the Defendants by Certified Mail on August 4, 2000, at their last known address advising them of this default and their rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

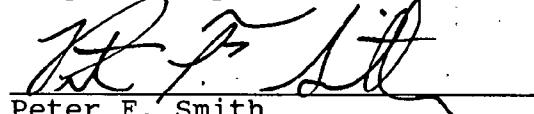
14. The original certified mail receipt postmarked by the U.S. Postal Service is attached hereto and incorporated herein by reference as Exhibit D.

15. More than thirty (30) days have elapsed since the mailing of said notices. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendants have asserted their right under said notices.

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.

Dated: 9-18-00

Respectfully submitted

  
Peter F. Smith  
Attorney for Plaintiff

# Mortgage

Made this 23rd day of October in the year one thousand nine hundred and eighty nine

Between

EDWARD A. NISHIDA AND BERYL B. NISHIDA, husband and wife, of R.D.,  
Woodland, Pennsylvania

(hereinafter called Mortgagor), of the one part, and the COUNTY NATIONAL BANK, a National Banking association, organized and existing under the laws of the United States of America, with its principal office and place of business in the Borough of Clearfield, County of Clearfield, State of Pennsylvania, (hereinafter called Mortgagee) of the other part,

Whereas, Mortgagor stands bound unto Mortgagee, by a certain Bond of even date herewith, conditioned for the payment of the principal sum of twenty six thousand six hundred nine and 79/100 Dollars (\$26,609.79) with interest thereon at the rate of 10.75 per cent (0.75) per annum, said principal and interest to be paid within 15 years from the date hereof in monthly installments of two hundred ninety eight ----- and 29/100 Dollars (\$298.29) each, commencing on the 26th day of November, 1989 and continuing on the same day of each month thereafter, provided that unless sooner paid the principal and interest shall be paid on the 26th day of October, 2004, part of each such installment payment to be applied to the interest then due on the unpaid balance of said principal sum and the balance thereof to be applied in reduction of said principal sum, and upon the performance of all the terms, covenants and conditions contained herein.

And Whereas, in the event the Mortgagee shall make further loans to the Mortgagor the same with interest shall be secured hereby.

Now This Mortgage Witnesseth, That in consideration of the aforesaid principal sum and as security for the payment thereof with interest, as aforesaid, and for the further securing of such sums as the Mortgagee may from time to time advance unto the Mortgagor(s) together with all other sums recoverable by Mortgagee under the terms of said Bond and of this Mortgage, Mortgagor does hereby grant and convey unto Mortgagee:

ALL that certain lot or piece of ground situate in the Township of Bradford, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pipe at the intersection of the Eastern right-of-way line of Legislative Route No. 17054 leading from Woodland to Shiloh with the Northern right-of-way line of Township Road No. T-166; thence with said Eastern right-of-way line of Legislative Route No. 17054 North nineteen (19) degrees thirty-two (32) minutes East one hundred seventy two and nine-tenths (172.9) feet to an iron pipe; thence with land of Grantor herein South seventy (70) degrees twenty-nine (29) minutes East one hundred fifty and no-tenths (150.0) feet to an iron pipe; thence still with land of Grantor herein South twenty-five (25) degrees fifty (50) minutes West two hundred sixty-seven and four-tenths (267.4) feet to a point on the Northern right-of-way line of said Township Road No. T-166; thence with said Northern right-of-way line of Township Road No. T-166 with a curve to the right and having a chord bearing of North thirty-two (32) degrees thirty-five (35) minutes West one hundred fifty-two and two-tenths (152.2) feet to the place of beginning. A survey map of the premises is attached hereto and made a part thereof. Containing seventy-four hundredths (0.74) acre, more or less.

EXCEPTING AND RESERVING all mineral rights.

5-77

EXHIBIT

"A"

BEING the same premises conveyed to Edward A. Nishida and Beryl B. Nishida, the Mortgagors herein, by deed dated March 21, 1974 and recorded in Clearfield County Deed Book 675 Page 171.

**Together** with all and singular the present and future buildings, additions and improvements as well as any and all fixtures, appliances and equipment of any nature whatsoever now or hereafter installed in or upon said premises, streets, alleys, passageways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise, appertaining, and the reversions and remainders, rents, issues and profits thereof, now hereafter accruing. It is specifically understood and agreed that this Mortgage covers all personal property of any nature or kind, which is owned by the Mortgagors, and located in the premises in question at any time.

**To Have And To Hold** said premises, property and hereditaments, hereby granted or mentioned and intended so to be, with the appurtenances, unto Mortgagee, to its own use forever, in fee.

I. When said principal sum or any unpaid balance thereof shall become due and payable, or in case default shall be made in the payment of any installment of principal or interest, or principal and interest, for the space of ten days after the same shall fall due in accordance with the provisions of said Bond, or in the performance of any of the covenants or conditions contained in said Bond or in this Mortgage, then Mortgagee may with 30 days written notice to Mortgagor:

(a) institute an action of mortgage foreclosure, or take such other action at law or in equity for the enforcement hereof and realization on the within mortgage security as the law may allow, and may proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest at the rate specified above in the recital, together with all other sums due by Mortgagor in accordance with the provisions hereof and of said Bond, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, insurance, or repairs to the mortgaged property, all costs of suit together with interest as specified above in the recital on any judgment obtained by Mortgagee from and after the date of any Sheriff's Sale until actual payment is made by the Sheriff of the full amount due Mortgagee, and an attorney's commission for collection which shall be eight per cent of the total of the foregoing sums, or \$50.— whichever sum be the larger, without further stay, any law, usage or custom to the contrary notwithstanding;

(b) enter into possession of the mortgaged property, with or without legal action, and by force if necessary; lease the property to others, collect all rentals therefrom and, after deducting all costs of collection and administration expense, apply the net rentals to the payment of taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the mortgaged property, or on account, and in reduction of the principal or interest, or principal and interest, hereby secured, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect; and for said purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases of the mortgaged property whether now existing or hereafter created, as well as all rights and remedies provided in such lease or leases for the collection of said rents; and Mortgagor hereby authorizes and empowers any attorney of any Court of Record of the Court of Common Pleas at Clearfield, Pennsylvania, or any attorney or attorneys of the said Court or any other Court there or elsewhere, to appear for Mortgagor and as attorney

for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the mortgaged property, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a Writ of Possession may immediately issue for the possession of the mortgaged property, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant.

(c) charge a late charge to cover additional expense incurred by the mortgagee in handling delinquent payment. Such late charge not to exceed 5¢ for each dollar of principal, interest, and other sum required to be paid monthly or deposited pursuant to the note or this mortgage, or \$5.00, whichever is less, after such required payment is 15 days past due.

II. The remedies of Mortgagee as provided herein, or in said Bond, and the warrants herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

III. Mortgagor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage, as well as all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the mortgaged property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment.

IV. If Mortgagor pays to Mortgagee said principal sum, and all other sums payable by Mortgagor to Mortgagee and hereby secured, in accordance with the provisions of said Bond and in the manner and at the times therein set forth, without deduction, fraud or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

V. The word "Mortgagee" whenever occurring herein shall be deemed and construed to include the successors and assigns of Mortgagee; and the word "Mortgagor" shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of Mortgagor; and in the event there is more than one party named herein as a Mortgagor, the word "Mortgagor", whenever occurring herein shall be deemed and taken to be the plural, and all the covenants, waivers, warrants, promises and releases by, and obligations or liabilities imposed upon Mortgagor, shall bind them jointly and severally and its, his, her and their, and each of their respective heirs, personal representatives, successors and assigns.

IX. DUE-ON-SALE or NON-ASSUMABILITY: Upon the sale or transfer of the premises described herein, or any part thereof, the whole of said principal sum, interest thereon to date and a satisfaction fee of \$5.00 shall become immediately due and payable after thirty days written notice by the Mortgagee unless waived by the prior written consent of the Mortgagee. The following shall be expressly excepted and excluded from the effect of this clause: (a) The creation of a lien or encumbrance subordinate to this Mortgage, (b) The creation of a purchase money security interest for household appliances, (c) A transfer by devised, descent or by operation of the law upon the death of a joint tenant or a tenant by the entireties or, (d) The grant of any leasehold interest of three years or less or containing an option to purchase.

In Witness Whereof, Mortgagor has executed these presents under seal on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Edward A. Nishida*

SEAL

*Beryl Nishida*

SEAL

SEAL

SEAL

State of Pennsylvania  
County of Clearfield } SS.

On this the 23rd day of October 1989, before me, Notary Public, the undersigned officer, personally appeared, Edward A. Nishida and Beryl Nishida known to me (or satisfactorily proved) to be the person whose names are subscribed to the within instrument, and acknowledged that executed the same for the purposes contained therein.

In Witness Whereof, I hereunto set my hand and official seal.



I hereby certify that the precise residence of the County National Bank, the Mortgagee herein, is corner of Market and Second Streets, Borough of Clearfield, County of Clearfield, and State of Pennsylvania.

Commission Expires:	NOTARIAL SEAL
SUSAN B. KURTZ, Notary Public Clearfield Boro, Clearfield County, Pa. My Commission Expires Feb. 24, 1992.	

*R. E. Kellotte*

Mortgage

EDWARD A. NISHIDA  
AND  
BERYL B. NISHIDA

To

COUNTY NATIONAL BANK  
CLEARFIELD, PA.

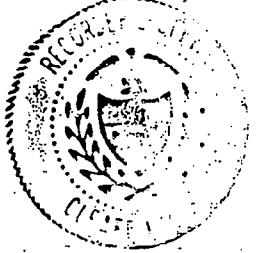
BUFTZ & BONI, CLEARFIELD, PA.

CLEARFIELD COUNTY  
ENTERED OF REC'D. 90-27-89  
TIME 2:56 PM  
BY C.N. BANK  
FEES 13.50  
Michael R. Lytle, Recorder

Recorded in the Office for Recording of Deeds in and for Clearfield  
County, Pennsylvania, in Mortgage Book No. 1310 Page 371  
Witness my hand and Seal of Office this 27 day of Oct. Anno Domini 1989

Michael R. Lytle  
Recorder of Deeds

My Commission Expires  
First Monday in January, 1992



Entered of Record Oct. 27 1989, 2:56 pm Michael R. Lytle, Recorder

# Know all Men by these Presents

THAT EDWARD A. NISHIDA AND BERYL B. NISHIDA, husband and wife, of R.D., Woodland, Pennsylvania

stands bound unto the COUNTY NATIONAL BANK, Clearfield, Pennsylvania (hereinafter called Obligee), in the principal sum of twenty six thousand six hundred nine and 79/100 ----- (hereinafter called Obligor),

----- Dollars (\$ 26,609.79)  
lawful money of the United States of America. Dated the 23rd day of October in the year one thousand nine hundred and eighty nine

**The Condition of this Bond is such**, That if Obligor shall pay or cause to be paid unto Obligee the aforesaid principal sum, lawful money aforesaid, at the office of Obligee at Clearfield, Pennsylvania, together with interest thereon at the rate of 10.75 per cent (10.75 per annum, said principal and interest to be paid within fifteen years from the date hereof in monthly installments of two hundred ninety eight ---- and 29 /100 Dollars (\$ 298.29 ) each, commencing on the 26th day of November , 1989 and continuing on the same day of each month thereafter, provided that unless sooner paid the principal and interest shall be paid on 26th day of October 2004, part of each such installment payment to be applied to the interest then due on the unpaid balance of said principal sum and the balance thereof to be applied in reduction of said principal sum.

**And also**, shall pay any unpaid balance of said principal sum, with interest thereon, at the expiration of the period of years hereinbefore set forth; **And also**, shall promptly pay, with interest, any future loans which may be made by Obligee to Obligor, and any advances which may be made by Obligee in payment of taxes, water or sewer rents, charges, claims, insurance or repairs, as hereinafter provided; **And also**, shall faithfully perform all the covenants, agreements and conditions contained herein, or in the Mortgage of even date herewith granted to secure this obligation;

**Then**, the within obligation to be void, or else to be and remain in full force and virtue.

I. Until the entire indebtedness represented by this Bond and secured by said Mortgage, including all sums due Obligee under the terms of this Bond and of said Mortgage, with interest, is fully paid, Obligor covenants and agrees:

(a) To pay, within six months after they shall have become a charge upon the mortgaged premises, all taxes, water and sewer rents and all other charges or claims which may be assessed or levied at any time, by any lawful authority, upon the mortgaged property and which by any present or future law shall have priority over said indebtedness, either in lien or in distribution out of the proceeds of any judicial sale; and to produce to Obligee, on or before the First day of December of each and every year, receipts of the current year for the payment of all such taxes, water and sewer rents, charges and claims.

(b) To maintain insurance on the mortgaged property of such kinds, in such amounts, and in such companies as are satisfactory to Obligee; and if said insurance or any part thereof shall expire, or be withdrawn, or become void by breach of any condition thereof by Obligor, or become void or unsafe by reason of the failure, or impairment of the capital of any company in which said insurance may then be, or if for any other reason whatsoever said insurance shall become unsatisfactory to Obligee, to effect new insurance on said property satisfactory to Obligee; and to pay as they shall grow due all premiums for such insurance; and to lodge with Obligee, as further security for said indebtedness, all policies therefor, with loss payable clauses in favor of and acceptable to Obligee attached. In event of loss Obligor will give immediate notice by mail to Obligee, and Obligee may make proof of loss if not made promptly by Obligor. Obligor hereby directs any insurance company concerned to pay directly to Obligee any moneys not in excess of the unpaid balance of said indebtedness which may become payable under such insurance, including return or unearned premiums, such moneys, or any part thereof, to be applied at the option of Obligee to said unpaid balance or to the repair of the property damaged; and Obligor appoints Obligee as attorney in fact to endorse any draft therefor.

(c) To maintain the lands, buildings and premises granted to secure this Bond in good repair, order and conditions; and Obligor will not make, or permit to be made, any alterations, additions or improvements to the said mortgaged lands, buildings and premises without first obtaining the written consent of Obligee, which consent Obligee hereby reserves the right to refuse to grant; nor will the Obligor cut or remove the timber from the premises granted to secure this bond nor will they mine and remove the minerals including oil and gas therefrom without first having obtained the written consent of the Obligee.

II. In the event Obligor should fail to pay said taxes, water and sewer rents, charges and claims, or to maintain said insurance, or to make all necessary repairs to the mortgaged property, all as hereinbefore provided, Obligee may, at Obligee's sole option and without notice, to Obligor, advance sums on behalf of Obligor in payment of said taxes, water and sewer rents, charges and claims, insurance and repairs, which repairs Obligor hereby authorizes Obligee to make, without prejudice to the right of enforcement of the obligation of this Bond, or the other remedies of Obligee as hereinafter set forth, by reason of the failure of Obligor to make payment of the same; and all such sums so advanced by Obligee shall be added to and become a part of the within indebtedness, and repayment thereof, with interest thereon at the rate specified above in the condition of this Bond from the dates of their respective expenditures, may be enforced by Obligee against Obligor at any time.

III. If default shall be made in the payment of any installment of principal and interest as aforesaid for the space of ten days after it shall fall due, or in the performance of any of the covenants, agreements or

conditions contained in this Bond or in said Mortgage, then the entire unpaid balance of said principal sum, with interest accrued thereon at the rate specified above in the condition of this Bond, and all other sums due by Obligor hereunder or thereunder, shall at the option of Obligee and with 30 days written notice to Obligor become due and payable immediately, anything herein to the contrary notwithstanding, and payment of the same may be enforced and recovered in whole or in part at any time by the entry of judgment on this Bond, and the issuance of execution thereon upon any real or personal property of Obligor; and in such case Obligee may also recover all costs of suit and other expenses in connection therewith, together with an attorney's commission for collection of eight per cent of said total indebtedness.

IV. Obligor agrees to pay a late charge to cover additional expense incurred by the Mortgagor in handling delinquent payment. Such late charge not to exceed 5¢ for each dollar of principal, interest, and other sum required to be paid monthly or deposited pursuant to the note or this Mortgage, or \$5.00, whichever is less after such required payment is 15 days past due.

V. Obligor hereby authorizes and empowers any attorney of any Court of Record of the Court of Common Pleas at Clearfield, Pennsylvania, or any other attorney or attorneys of the said Court, or any other Court there or elsewhere, or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear for Obligor, in such Court in an appropriate action there or elsewhere brought or to be brought against Obligor at the suit of Obligee on this obligation, with or without declaration filed, as of any term or time there or elsewhere to be held, and therein to confess and enter judgment against Obligor for a sum which shall be the amount of the aforesaid principal sum of this Bond, which costs of suit and interest and for so doing this Bond or a copy hereof verified by affidavit shall be a sufficient warrant.

VI. The remedies of Obligee as provided herein, or in said Mortgage, and the warrants herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Obligee, and may be exercised as often as occasion therefor shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

VII. Obligor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Obligee under this Bond, as well as all benefit that might accrue to Obligor by virtue of any present or future laws exempting the mortgaged property, or any other property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment, and agrees that such real estate may be sold upon any such writ in whole or in part in any order desired by Obligee.

VIII. The word "Obligee" whenever occurring herein shall be deemed to include the successors and assigns of Obligee; and the word "Obligor" shall be deemed and construed to include the respective heirs, executors, administrators, successors and assigns of Obligor; and in the event there is more than one party named herein as an Obligor, the word "Obligor" whenever occurring herein shall be deemed and taken to be the plural, and all the covenants, waivers, warrants, promises and releases by, and obligations or liabilities imposed upon Obligor, shall bind them jointly and severally and its, his, her, and their, and each of their respective heirs, administrators, executors, successors and assigns.

IX. DUE-ON-SALE or NON-ASSUMABILITY: Upon the sale or transfer of the premises described herein, or any part thereof, the whole of said principal sum, interest thereon to date and a satisfaction fee of \$5.00 shall become immediately due and payable after thirty days written notice by the Obligee unless waived by the prior written consent of the Obligee. The following shall be expressly excepted and excluded from the effect of this clause: (a) The creation of a lien or encumbrance subordinate to this Bond, (b) The creation of a purchase money security interest for household appliances, (c) A transfer by devised, descent or by operation of the law upon the death of a joint tenant or a tenant by the entireties or, (d) The grant of any leasehold interest of three years or less or containing an option to purchase.

In Witness Whereof, Obligor has executed these presents under seal on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Edward & Nelsie* 

*Berry L. Nishida* 





Witnesses

For \$

To

COUNTY NATIONAL BANK  
CLEARFIELD, PA.

Bond and Warrant

August 7, 2000

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 INMEDIATAMENTE 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) : **Edward A. Nishida**  
**Beryl B. Nishida**

PROPERTY ADDRESS: RR 1, Box 93  
Woodland, PA 16881-9710

LOAN ACCT. NO.: #00001264292 00001 Mortgage

ORIGINAL LENDER: County National Bank

CURRENT LENDER/SERVICE: COUNTY NATIONAL BANK

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at: RR 1, Box 93  
Woodland, PA 16881-9710

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:

June 1999	-	\$243.85
July 1999	-	\$335.71
August 1999	-	\$335.71
September 1999	-	\$335.71
October 1999	-	\$335.71
November 1999	-	\$335.71
December 1999	-	\$335.71
January 2000	-	\$335.71
February 2000	-	\$335.71
March 2000	-	\$335.71
April 2000	-	\$335.71
May 2000	-	\$335.71

June 2000	-	\$335.71
July 2000	-	\$335.71

Other Charges (explain/itemize):

Late Fees	-	\$95.71
<b>TOTAL AMOUNT PAST DUE:</b>		<b>\$4,703.79</b>

**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 **\$4,703.79**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

**IF YOU DO NOT CURE THE DEFAULT**-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclosure upon your mortgaged property.

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.

Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

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

**HOW TO CONTACT THE LENDER:**

County National Bank  
One South Second Street  
Clearfield, PA 16830  
(814) 765-9621

Contact Person: Christopher N. Norris, Collection Officer

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.

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

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

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

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Edward A. Nishida  
 RR 1, Box 93  
 Woodland, PA 16881-9710

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Matic Foster 8-8-00

B. Date of Delivery

C. Signature

X Matic Foster

 Agent Addressee

D. Is delivery address different from item 1?

 Yes

If YES, enter delivery address below:

 No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

2. Article Number (Copy from service label)

7099 3400 0002 4963

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Beryl B. Nishida  
 RR 1, Box 93  
 Woodland, PA  
 16881-9710

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Matic Foster 8-8-00

B. Date of Delivery

C. Signature

X Matic Foster

 Agent Addressee

D. Is delivery address different from item 1?

 Yes

If YES, enter delivery address below:

 No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

2. Article Number (Copy from service label)

7099 3400 0002 7593 4960

PS Form 3811, July 1999

Domestic Return Receipt

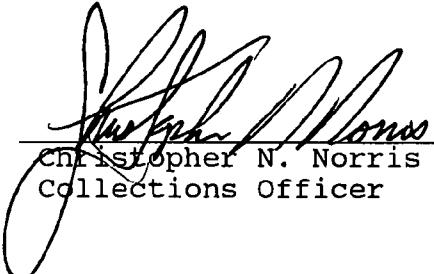
102595-99-M-1789

**"EXHIBIT D"**

AFFIDAVIT

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS :

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

  
Christopher N. Norris  
Collections Officer

SWORN TO AND SUBSCRIBED  
before me this 12<sup>th</sup>  
day of September, 2000.

Patricia A. London

Notary Public



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10432

COUNTY NATIONAL BANK

2000-1155-CD

VS.

NISHIDA, EDWARD A.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, DECEMBER 14, 2000, AT 1:38 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, FEBRUARY 2, 2001, AT 10:00AM.

NOW, DECEMBER 14, 2000, AT 1:38 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BERYL B. NISHIDA, WIFE OF EDWARD A. NISHIDA, DEFENDANT, AT HER PLACE OF RESIDENCE, RD #1, BOX 93, WOODLAND CLEARFIELD COUNTY, PENNSYLVANIA, 16881, BY HANDING TO BERYL B. NISHIDA WIFE OF EDWARD A. NISHIDA, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, DECEMBER 14, 2000, AT 1:38 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BERYL B. NISHIDA, DEFENDANT, AT HER PLACE OF RESIDENCE, RD #1, BOX 93, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, 16881, BY HANDING TO BERYL B. NISHIDA, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, FEBRUARY 2, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY EDGAR L. ENGLISH, FOR SEVENTEEN THOUSAND DOLLARS (\$17,000.00) PLUS COSTS. RECEIVED CHECK #287 FROM EDGAR L. ENGLISH IN THE AMOUNT OF TWO THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS (\$2969.00) FOR TEN PER CENT DOWN PAYMENT.

**FILED**

FEB 1 6 2001

6/2 3:30 PM

William A. Shaw PD  
Prothonotary S.-

GR

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

**Sheriff Docket # 10432**

**COUNTY NATIONAL BANK**

**2000-1155-CD**

**VS.**

**NISHIDA, EDWARD A.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, FEBRUARY 9, 2001, RECEIVED CHECK #307 FROM EDGAR L. ENGLISH IN THE AMOUNT OF SEVEN HUNDRED TWENTY DOLLARS AND TWENTY-FOUR CENTS (\$720.24), AND CASHIERS CHECK FROM CLEARFIELD BANK AND TRUST COMPANY IN THE AMOUNT OF TWENTY-SIX THOUSAND DOLLARS (\$26,000.00). THIS IS PAYMENT IN FULL FOR PROPERTY.**

**NOW, FEBRUARY 16, 2001, RETURN WRIT AS A SALE BEING HELD WITH EDGAR L. ENGLISH PURCHASING THE PROPERTY FOR SEVENTEEN THOUSAND DOLLARS (\$17,000.00) PLUS COSTS. PAID COSTS FROM MONEY RECEIVED FROM EDGAR L. ENGLISH, MADE REFUND OF ADVANCE AND SURCHARGE TO COUNTY NATIONAL BANK ALONG WITH BID PRICE, DEED WAS FILED THIS DATE.**

**SHERIFF HAWKINS \$524.16**

**SURCHARGE \$ 40.00**

**PAID BY PROPERTY BUYER**

---

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10432

COUNTY NATIONAL BANK

2000-1155-CD

VS.

NISHIDA, EDWARD A.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

Sworn to Before Me This

So Answers,

16 Day Of Feb 2001

W. A. Shaw

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

*Chester A. Hawkins*  
by Margaret H. Pitt

Chester A. Hawkins  
Sheriff

THIS CHECK IS DELIVERED FOR PAYMENT  
ON THE FOLLOWING ACCOUNTS.

DATE	AMOUNT
Sheriff Sale	
Nishida property	

TOTAL OF INVOICES  
LESS % DISCOUNT  
LESS FREIGHT  
LESS  
TOTAL DEDUCTIONS  
AMOUNT OF CHECK



**E. L. ENGLISH**  
PROPERTIES ACCOUNT  
R.R. 1, BOX 196C PH. 814-342-3343  
PHILIPSBURG, PA 16866

DATE 2-2-01 60-629/313

PAY TO THE ORDER OF Clft Co Sheriff \$ 2,969.00  
Twenty-nine hundred sixty-nine and no/100 DOLLARS 



Goldenrod Office  
1935 Daisy Street  
Clearfield, PA 16830

Brenda L. English MP

Ex-10432 1000287 10313062940 1 1 00532 7

**COPY**



**REAL ESTATE SALE****REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION****REAL ESTATE SALE**

NOW, FEBRUARY 5, 2001, 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 2nd day of FEBRUARY 2001, I ex-posed the within described real estate of EDWARD A. NISHIDA AND BERYL B. NISHIDA

to public venue or outcry at which time and place I sold the same to E.L. ENGLISH  
he being the highest bidder, for the sum of \$ 17,000.00 + COSTS and made the following appropriations, viz:

**SHERIFF COSTS:**

	\$
RDR	15.00
SERVICE	15.00
MILEAGE	2.60
LEVY	15.00
MILEAGE	2.60
POSTING	15.00
CSDS	10.00
COMMISSION 2%	340.00
POSTAGE	3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID	\$17,000.00
RETURNS/DEPUTIZE	
COPIES	5.00
 TOTAL SHERIFF COSTS	 \$ 524.16
	+ 17,000.00

**DEED COSTS:**

REG & REC	15.50
ACKNOWLEDGMENT	5.00
 TRANSFER TAX 2%	 \$ 1,004.05
 TOTAL DEED COSTS	 \$ 1,024.55

**DEBT & INTEREST:**

AMOUNT DUE	\$ 17,723.50
INTEREST accrued to 8-30-00	2,259.87
INTEREST accruing from 8-30-00 at \$5.2924340 per day - TO BE ADDED	
 TOTAL	 \$

**COSTS:**

ATTORNEY FEES	
PRO SATISFACTION	
ADVERTISING	\$ 248.37
LATE CHARGE & FEES	
TAXES-Collector	
TAXES-Tax Claim	\$ 9,549.23
COSTS OF SUIT-TO BE ADDED	\$
LIST OF LIENS	\$ 100.00
MORTGAGE SEARCH	\$ 35.00
ACKNOWLEDGMENT	\$
COST	\$
ATTORNEY COMMISSION	902.50
SHERIFF COSTS	\$17,000.00 + \$ 524.16
LEGAL JOURNAL	\$ 87.75
REFUND OF ADVANCE	\$ 1,000.00
REFUND OF SURCHARGE	\$ 40.00
PROTHONOTARY	\$ 166.93
FIRE HYDRANT TAX	10.75
DEED COSTS	\$ 1,024.55
 TOTAL COSTS	 \$ 29,689.24

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

**CHESTER A. HAWKINS, SHERIFF**