

00-1375-CJ
COUNTY NATIONAL BANK -vs- JOHN T. CALDWELL

PETER F. SMITH
ATTORNEY
CLEARFIELD, PA. 16830
814-765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK

Plaintiff

vs.

JOHN T. CALDWELL

Defendants

No. 00-1375-CD

PRAECIPE TO SATISFY

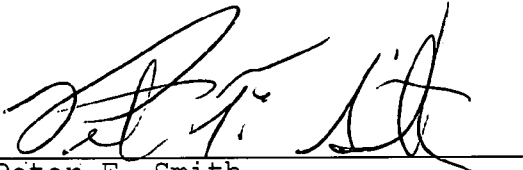
To: William A. Shaw, Prothonotary

Dear Sir:

As council for the plaintiff as the above caption matter I appear and request that the judgment entered against John T. Caldwell, Defendant, be marked **satisfied**.

Respectfully submitted,

Date: September 13, 2001


Peter F. Smith
Attorney for Plaintiff

cc: CNB

missing
Sheriff Return
9-12-01

FILED
NOV 21 2001
William A. Shaw
Prothonotary

FILED

Atty Bell

NOV 21 2001

pd. 7.00

William A. Shaw
Prothonotary

Certificate

to Atty Bell

Q. J.

W. A. Shaw

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

COPY

County National Bank

No.: 2000-01375-CD

Vs.

Debt: \$15,092.72

John T. Caldwell

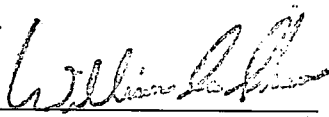
Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Wednesday, November 21, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 21st day of November, A.D. 2001.


Prothonotary

5 Feb 01 Document
~~Registered/Relinquished to Sheriff/Attorney~~
for service.
William A. Shaw
Deputy Prothonotary

HEALTH CARE POWER OF ATTORNEY

JOHN THOMAS HOFFMAN

FILED

JPW

NOV 07 2000

0/330/city
William A. Shaw
Prothonotary

88.00
Dec city Smith

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

Lap over margin

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

JOHN T. CALDWELL,

Defendant

No. ~~2~~00-1375-CD

Type of Case:

FORECLOSURE

Type of Pleading:

COMPLAINT

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

NOV 07 2000

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK ,	:	
Plaintiff	:	
	:	
vs.	:	No. 2000-
	:	
JOHN T. CALDWELL,	:	
Defendant	:	

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

COUNTY NATIONAL BANK , :
Plaintiff :
 :
vs. : No. 2000- :
 :
JOHN T. CALDWELL, :
Defendant :

BEING the same property conveyed to John T. Caldwell by deed dated April 29, 1996, recorded in Clearfield County Deed Book Volume 1753, Page 376.

4. Defendant mortgaged the property described above to County National Bank, Plaintiff, by instrument dated April 29, 1996, for principal debt of \$21,000.00, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1753, Page 380. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$21,000.00 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. Defendant executed an Addendum to Mortgage Note also dated April 29, 1996. A true and correct copy of said addendum is attached hereto and incorporated herein by reference as Exhibit C.

7. Plaintiff has not assigned this mortgage or note.

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

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

10. On or about June 29th of 2000, Defendant failed to make the full monthly payment of \$376.10, and at no time since then have all monthly payments been made which constitutes a default.

11. After crediting all amounts paid by Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$1,514.40 as of September 26, 2000.

12. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.

13. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of September 26, 2000, are as follows:

a)	Balance	\$14,637.58
b)	Late Charge	\$ 10.00
c)	Interest Due to 9/26/00	\$ 445.14
d)	Interest accruing after 9/26/00 at \$3.7095237 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____

PRELIMINARY TOTAL	\$15,092.72
FINAL TOTAL	\$ _____

14. 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 a letter to the Defendant by Certified Mail on September 28, 2000, at his last known address advising him of this default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit D.

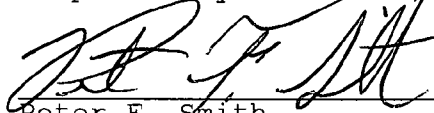
15. The original certified mail receipt postmarked by the U.S. Postal Service is attached hereto and incorporated herein by reference as Exhibit E.

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

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 13 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Dated: 11-7-00

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Peter F. Smith", written over a horizontal line.

Peter F. Smith
Attorney for Plaintiff

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

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 11:41A 4-29-96

BY Richard M. Miller

FEES 15.50

Karen L. Starck, Recorder



Karen L. Starck
Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 29th, 1996. . . . The mortgagor is JOHN T. CALDWELL, single, of P.O. Box 1234, Clearfield, Pa. 16830 ("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of TWENTY-ONE THOUSAND and no/100 Dollars (U.S. \$ 21,000.00 . . .). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 29th, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in 1215 Cemetery Road, Lawrence Township, Clearfield County, Pennsylvania:

ALL those two certain lots or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and palce of beginning.

1215 Cemetery Road [Street] Clearfield [City]

Pennsylvania 16830 ("Property Address");
[Zip Code]

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

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

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

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

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

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

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

1753 PAGE 382
Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

MORTGAGE GRANTED BY JOHN T. CALDWELL IN FAVOR OF
COUNTY NATIONAL BANK, CLEARFIELD, PENNSYLVANIA, 16830, CONTINUED:

BEING lots No's 34 and 35 in the plot of lots mentioned.

BEING the same premises conveyed to Charlette M. Thomson by deed dated November 30, 1984 from Joseph Marrara and Thelma F. Marrara, his wife, said deed being recorded at Clearfield in Volume 984, Page 423

AND BEING the same premises which were granted and conveyed to John T. Caldwell, the Mortgagor herein, from Charlette M. Thomson, single, by Deed dated April 29, 1996 and recorded in the Clearfield County Recorder's Office immediately prior to the recording of this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

Witnesses:

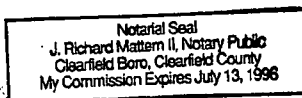
 John T. Caldwell (Seal)
JOHN T. CALDWELL —Borrower

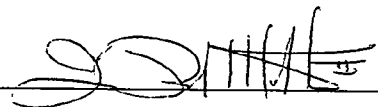
..... (Seal)
..... —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 29th day of April, 1996, before me, J. Richard Mattern II,
the undersigned officer, personally appeared JOHN T. CALDWELL, known to me (or satisfactorily proven) to be the person(s)
whose name(s) is subscribed to the within instrument and acknowledged that he
executed the same for the purposes herein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires:

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




Title of Officer
Corner of Second & Market Streets, P.O. Box 42
Clearfield, Pennsylvania 16830

Record of Record April 29 1996 11:41 Karen L. Storch, Recorder

NOTE

APRIL 29th, 1996

CLEARFIELD, PENNSYLVANIA
[City] [State]

1215 Cemetery Road, Lawrence Township, Clearfield County, Pa. 16930

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$21,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.25%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 29th day of each month beginning on MAY 19, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on APRIL 29th, 2006, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Clearfield, Pennsylvania

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$268.87.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be Five (5)% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

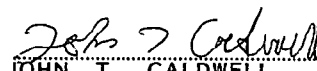
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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


.....(Seal)
JOHN T. CALDWELLBorrower

.....(Seal)
.....Borrower

.....(Seal)
.....Borrower

[Sign Original Only]

ADDENDUM TO MORTGAGE NOTE

This Addendum is made this 29th day of April, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage Note of April 29, 1996, in the amount of \$ 21,000.

In addition to the terms and conditions in the Mortgage Note, I/we further agree with you as follows:

Automatic Payment Deduction: I/We authorize you to automatically deduct my/our monthly payment from my/our checking account number 1-41607-2, that I/we maintain with you, on the date each monthly payment is due. If I/we fail to maintain a balance in the account sufficient to cover the monthly payment when it is due, you may, at your sole discretion, terminate the Automatic Payment Deduction.

As long as the Automatic Payment Deduction is in effect, my/our interest rate will be 9.25%.

If the Automatic Payment Deduction is terminated for any reason, the interest rate on my/our mortgage loan will increase by 1/4 of 1%. If this Mortgage is an Adjustable Rate Mortgage, the increase will alter the limits on the Interest Rate Changes as stated on the One Year Adjustable Rate Mortgage Note, Section 4 (B) (2) or the Five Year Adjustable Rate Mortgage Note, Section 4 (D). The new rate will be effective on the first payment due date following the cancellation of the Automatic Payment Deduction.

No other terms or conditions of the Mortgage Note are changed. I/We have received a copy of this addendum on today's date.

John T. Caldwell
Borrower

Borrower

September 28, 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA IIAMODO "Homeowner's Emergency Mortgage Assistance Program" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): John T. Caldwell

PROPERTY ADDRESS: 1215 Woodland Road
 Clearfield, PA 16830-3116

LOAN ACCT. NO.: #337089 note #1

ORIGINAL LENDER: County National Bank

CURRENT LENDER/SERVICE: COUNTY NATIONAL BANK

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: 1215 Woodland Road
Clearfield, PA 16830-3116

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 2000	-	\$376.10
July 2000	-	\$376.10
August 2000	-	\$376.10
September 2000	-	\$376.10

Other Charges (explain/itemize):

Late Fees	-	\$10.00
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TOTAL AMOUNT PAST DUE: \$ 1,514.40

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 \$1,514.40, 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

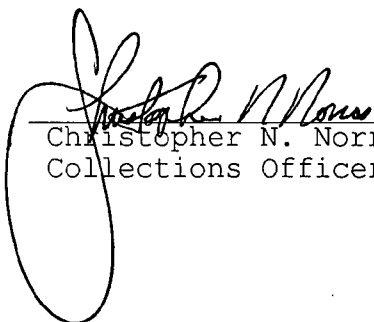
Consumer Credit Counseling Services of Western PA, Inc.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Received by (Please Print Clearly) <u>X Adam Caldwell</u> B. Date of Delivery <u>SEP 30 2000</u></p>	
<p>1. Article Addressed to:</p> <p><u>John T. Caldwell</u> <u>1215 Woodland Rd</u> <u>Clearfield, PA 16830</u></p>		<p>C. Signature <u>X Adam Caldwell</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Copy from service label)</p> <p><u>7000 0600 0023 1117 2691</u></p>		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, July 1999</p>		<p>Domestic Return Receipt</p>	
		<p>102595-99-M-1789</p>	

AFFIDAVIT

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CLEARFIELD :

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

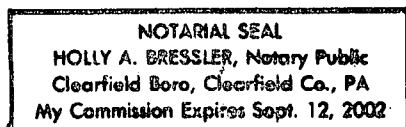


Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 6th
day of November, 2000.



Notary Public



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10380

COUNTY NATIONAL BANK

00-1375-CD

VS.

CALDWELL, JOHN T.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 11, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOHN
T. CALDWELL, DEFENDANT. ATTEMPTS, NOT HOME

FILED
013:06
DEC 15 2000

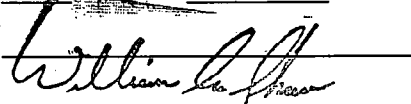
William A. Shaw
Prothonotary

Return Costs

Cost	Description
16.33	SHFF. HAWKINS PAID BY: PLFF.
10.00	SURCHARGE PAID BY: PLFF.


Sworn to Before Me This

15 Day Of Dec 2000



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

So Answers,


Chester A. Hawkins
Sheriff

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814-765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

JOHN T. CALDWELL,

Defendant

No. ~~2000~~- 1375-CO

Type of Case:

FORECLOSURE

Type of Pleading:

COMPLAINT

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

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

NOV 07 2000

Attest.

William L. Smith
Prothonotary

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

COUNTY NATIONAL BANK, .	:	
Plaintiff	:	
vs.	:	No. 2000-
JOHN T. CALDWELL,	:	
Defendant	:	

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-
JOHN T. CALDWELL, :
Defendant :

COMPLAINT TO FORECLOSE MORTGAGE

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

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

2. The name of the Defendant is JOHN T. CALDWELL, whose last known address is 1215 Woodland Road, Clearfield, Pennsylvania, 16830.

3. The parcel of real estate' subject to this action has an address of 1215 Woodland Road, Lawrence Township, Clearfield County, Pennsylvania, more particularly described as follows:

ALL those certain lots or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of beginning.

BEING the same property conveyed to John T. Caldwell by deed dated April 29, 1996, recorded in Clearfield County Deed Book Volume 1753, Page 376.

4. Defendant mortgaged the property described above to County National Bank, Plaintiff, by instrument dated April 29, 1996, for principal debt of \$21,000.00, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1753, Page 380. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$21,000.00 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. Defendant executed an Addendum to Mortgage Note also dated April 29, 1996. A true and correct copy of said addendum is attached hereto and incorporated herein by reference as Exhibit C.

7. Plaintiff has not assigned this mortgage or note.

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

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

10. On or about June 29th of 2000, Defendant failed to make the full monthly payment of \$376.10, and at no time since then have all monthly payments been made which constitutes a default.

11. After crediting all amounts paid by Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$1,514.40 as of September 26, 2000.

12. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.

13. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of September 26, 2000, are as follows:

a)	Balance	\$14,637.58
b)	Late Charge	\$ 10.00
c)	Interest Due to 9/26/00	\$ 445.14
d)	Interest accruing after 9/26/00 at \$3.7095237 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____

PRELIMINARY TOTAL
FINAL TOTAL

\$15,092.72
\$

14. 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 a letter to the Defendant by Certified Mail on September 28, 2000, at his last known address advising him of this default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit D.

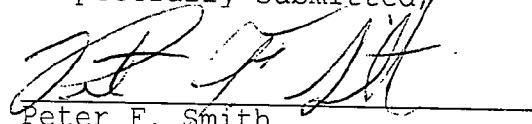
15. The original certified mail receipt postmarked by the U.S. Postal Service is attached hereto and incorporated herein by reference as Exhibit E.

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

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 13 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Dated: 11-7-00

Respectfully submitted,


Peter F. Smith
Attorney for Plaintiff

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

CLEARFIELD COUNTY
OFFICE OF RECORDS

DATE 11/14/4 4-14-96

BY Richard Martin

FEES 15.50

Karen L. Starck, Recorder



Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 29th, 1996. The mortgagor is JOHN I. CALDWELL, single, of P.O. Box 1234, Clearfield, Pa. 16830 ("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of TWENTY-ONE THOUSAND and no/100 Dollars (U.S. \$ 21,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 29th, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this security instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in 1215 Cemetery Road, Lawrence Township, Clearfield County, Pennsylvania:

ALL those two certain lots or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of beginning.

1215 Cemetery Road [Street] Clearfield [City]

16830 ("Property Address");
[Zip Code]

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

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

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

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

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

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

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

1753 PAGE 382
Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

MORTGAGE GRANTED BY JOHN T. CALDWELL IN FAVOR OF
COUNTY NATIONAL BANK, CLEARFIELD, PENNSYLVANIA, 16830, CONTINUED:

BEING lots No's 34 and 35 in the plot of lots mentioned.

BEING the same premises conveyed to Charlette M. Thomson by deed dated November 30, 1984 from Joseph Marrara and Thelma F. Marrara, his wife, said deed being recorded at Clearfield in Volume 984, Page 423

AND BEING the same premises which were granted and conveyed to John T. Caldwell, the Mortgagor herein, from Charlette M. Thomson, single, by Deed dated April 29, 1996 and recorded in the Clearfield County Recorder's Office immediately prior to the recording of this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

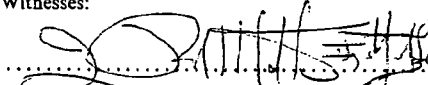
26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

Witnesses:



John T. Caldwell
JOHN T. CALDWELL

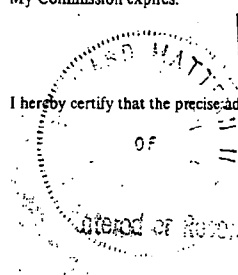
(Seal)
—Borrower

(Seal)
—Borrower

[Space Below This Line For Acknowledgment]

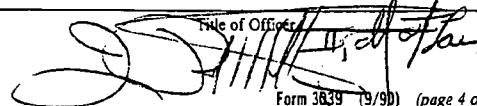
COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 29th day of April, 1996, before me, J. Richard Mattern II,
the undersigned officer, personally appeared JOHN T. CALDWELL, known to me (or satisfactorily proven) to be the person(s)
whose name(s) is subscribed to the within instrument and acknowledged that he
executed the same for the purposes herein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires:

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



Notarial Seal
J. Richard Mattern II, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 13, 1996

Title of Officer
Corner of Second & Market Streets, P.O. Box 42
Clearfield, Pennsylvania 16830



NOTE

APRIL 29th, 1996, CLEARFIELD, PENNSYLVANIA
[City] [State]
1215 Cemetery Road, Lawrence Township, Clearfield County, Pa. 16830
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$21,000.00----- (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.25%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 29th day of each month beginning on MAY 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on APRIL 29th, 2006, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Clearfield, Pennsylvania

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$268.87.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be Five (5)% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

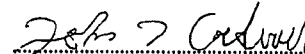
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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


JOHN T. CALDWELL (Seal)
Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

[Sign Original Only]

ADDENDUM TO MORTGAGE NOTE

This Addendum is made this 29th day of April, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage Note of April 24, 1996, in the amount of \$ 21,000.

In addition to the terms and conditions in the Mortgage Note, I/we further agree with you as follows:

Automatic Payment Deduction: I/We authorize you to automatically deduct my/our monthly payment from my/our checking account number 1-41607-2, that I/we maintain with you, on the date each monthly payment is due. If I/we fail to maintain a balance in the account sufficient to cover the monthly payment when it is due, you may, at your sole discretion, terminate the Automatic Payment Deduction.

As long as the Automatic Payment Deduction is in effect, my/our interest rate will be 9.25 %.

If the Automatic Payment Deduction is terminated for any reason, the interest rate on my/our mortgage loan will increase by 1/4 of 1%. If this Mortgage is an Adjustable Rate Mortgage, the increase will alter the limits on the Interest Rate Changes as stated on the One Year Adjustable Rate Mortgage Note, Section 4 (B) (2) or the Five Year Adjustable Rate Mortgage Note, Section 4 (D). The new rate will be effective on the first payment due date following the cancellation of the Automatic Payment Deduction.

No other terms or conditions of the Mortgage Note are changed. I/We have received a copy of this addendum on today's date.

John & Catherine
Borrower

Borrower

September 28, 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA IIAMODO "Homeowner's Emergency Mortgage Assistance Program" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): John T. Caldwell

PROPERTY ADDRESS: 1215 Woodland Road
 Clearfield, PA 16830-3116

LOAN ACCT. NO.: #337089 note #1

ORIGINAL LENDER: County National Bank

CURRENT LENDER/SERVICE: COUNTY NATIONAL BANK

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: 1215 Woodland Road
Clearfield, PA 16830-3116

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 2000	-	\$376.10
July 2000	-	\$376.10
August 2000	-	\$376.10
September 2000	-	\$376.10

Other Charges (explain/itemize):

Late Fees	-	\$10.00
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TOTAL AMOUNT PAST DUE: \$ 1,514.40

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 \$1,514.40, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 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

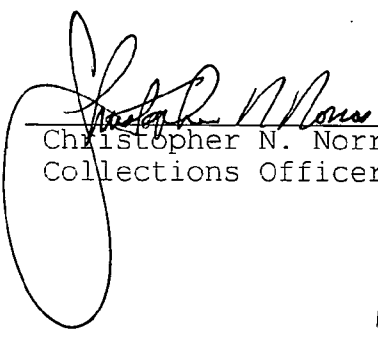
Consumer Credit Counseling Services of Western PA, Inc.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Received by (Please Print Clearly) <i>X Adam Caldwell</i> B. Date of Delivery <i>SEP 30 2000</i></p>	
<p>1. Article Addressed to:</p> <p><i>John T. Caldwell</i> <i>1215 Woodland Rd</i> <i>Clearfield, PA 16830</i></p>		<p>C. Signature <i>X Adam Caldwell</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Copy from service label)</p> <p><i>7000 0600 0023 1117 2691</i></p>			
PS Form 3811, July 1999		Domestic Return Receipt 102595-99-M-1789	

AFFIDAVIT

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CLEARFIELD :

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

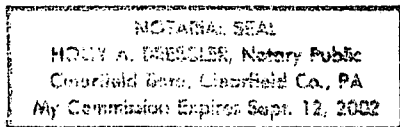


Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 6th
day of November, 2000.



Notary Public



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

COUNTY NATIONAL BANK

Plaintiff

No. 00-1375-CD

vs.

JOHN T. CALDWELL

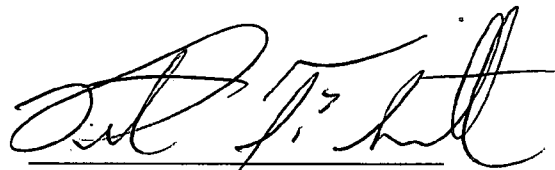
Defendant

PRAECIPE TO REINSTATE

TO: William A. Shaw, Prothonotary

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

Date: February 5, 2001



Peter F. Smith
Attorney for Plaintiff

FILED

FEB 05 2001

William A. Shaw
Prothonotary

FILED

FEB 05 2001

OCT 21 1999

William A. Shaw
Prothonotary

copies furnished
to Atty. Smith

Reinstated/Reissued to Sheriff/Attorney
for service.

2501

William A. Shaw
Deputy Prothonotary

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

COMMERCIAL PRINTING CO., OLEANSFIELD, PA.

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

JOHN T. CALDWELL,

Defendant

No. 2000-1375-CD

Type of Case:
FORECLOSURE

Type of Pleading:
**MOTION AND AFFIDAVIT FOR
SERVICE BY PUBLICATION AND
POSTING**

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

MAR 20 2001

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

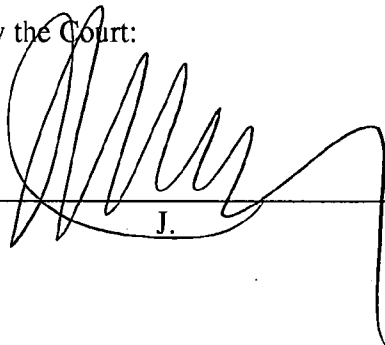
No. 2000-1375-CD

ORDER

AND NOW, this 21st day of March, 2001, upon consideration of Plaintiff's Motion for Service by Publication and Posting together with the Affidavit of Plaintiff's counsel attached thereto, it is;

ORDERED, ADJUDGED AND DECREED that Plaintiff shall make service on the Defendant in this matter by publishing notice in the form attached to the Motion as Exhibit A on one (1) occasion in The Progress and the Clearfield County Legal Journal and by the Clearfield County Sheriff affixing a certified copy of the Complaint to the front entrance of the residence known as 1215 Woodland Road, Clearfield, Pennsylvania, 16830.

By the Court:



J.

FILED

MAR 21 2001

0/4:00/ WJ
William A. Shaw
Prothonotary

1 Chm to ATT

6
JES

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

No. 2000-1375-CD

***MOTION AND AFFIDAVIT FOR SERVICE
BY PUBLICATION AND POSTING***

COMES NOW, County National Bank, Plaintiff, by its Attorney Peter F. Smith who states in support of this motion:

1. Plaintiff instituted this Mortgage Foreclosure Action by a Complaint filed November 27, 2000.

2. A certified copy of the Complaint was delivered to the Clearfield County Sheriff for service on the Defendant.

3. The Defendant's last known address to Plaintiff is at 1215 Woodland Road, Clearfield, Lawrence Township, Clearfield County, Pennsylvania, 16830.

4. On December 11, 2000, the Sheriff of Clearfield County filed a Return that the Defendant was "Not Found" in his jurisdiction.

5. Plaintiff believes that Defendant works out of state at one of the following addresses:

Strong Work Diving
379 Liberty Lane
West Kingston, RI 02892

Strong Work Diving
635 Shannock Road
Wakefield, RI 02879

6. On February 5, 2001, Plaintiff had the Complaint reinstated and a certified copy delivered to the Clearfield County Sheriff requesting that he deputize the Sheriff of Washington County, Rhode Island to make service on the Defendant at the addresses stated in Paragraph 5 above.

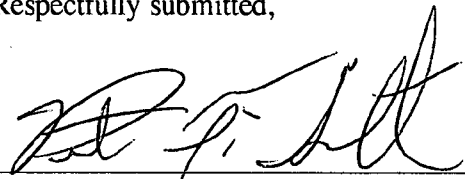
7. On March 8, 2001, the Sheriff of Washington County, Rhode Island replied that he was unable to make service on the Defendant at those addresses.

8. The Sheriff of Washington County, Rhode Island did advise in his reply that an employee at Strong Work Diving stated that paychecks are sent to the Defendant at his Clearfield address of 1215 Woodland Road, Clearfield, Pennsylvania, 16830.

9. Plaintiff therefore believes that the Defendant still frequents and resides at the 1215 Woodland Road, Clearfield, Pennsylvania address but is avoiding this process.

WHEREFORE, Plaintiff prays this Honorable Court to enter an Order permitting it to make service by publication on one (1) occasion in The Progress and the Clearfield County Legal Journal and by the Sheriff of Clearfield County affixing a certified copy of the Complaint to the front entrance of the residence at 1215 Woodland Road, Clearfield, Pennsylvania, 16830.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Peter F. Smith', written over a horizontal line.

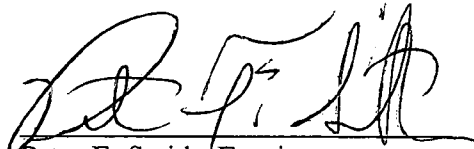
Peter F. Smith, Esquire
Attorney for Plaintiff

Dated: 3-20-01

AFFIDAVIT

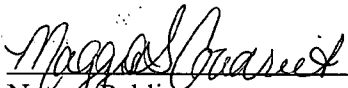
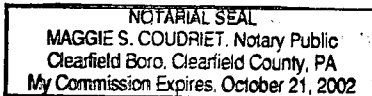
STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CLEARFIELD :

I, Peter F. Smith, counsel for Plaintiff, being duly sworn according to law, deposes and says that the averments of the foregoing Motion and Affidavit for Service by Publication and Posting are true and correct to the best of his knowledge, information and belief.



Peter F. Smith, Esquire
Counsel for County National Bank

SWORN TO AND SUBSCRIBED
before me this 20th day of March, 2001.


Notary Public

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

No. 2000-1375-CD

NOTICE

TO: JOHN T. CALDWELL

If you wish to defend, you must enter a written appearance personally by or by attorney and file your defenses or obligations in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE 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.

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10380

COUNTY NATIONAL BANK

00-1375-CD

VS.

CALDWELL, JOHN T.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 7, 2001, SHERIFF OF WASHINGTON COUNTY, R.I. WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN T. CALDWELL, DEFENDANT.

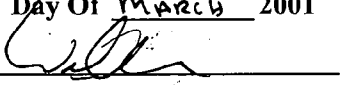
NOW MARCH 8, 2001 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN T. CALDWELL, DEFENDANT BY DEPUTIZING THE SHERIFF OF WASHINGTON COUNTY, R.I. THE RETURN OF THE SHERIFF OF WASHINGTON COUNTY, R.I. IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND" AS TO JOHN T. CALDWELL, DEFENDANT.

Return Costs


Cost	Description
18.71	SHFF. HAWKINS PAID BY: PLFF.
5.00	WASHINGTON CO. SHFF. R.I. PAID BY: PLFF.

Sworn to Before Me This

21 Day Of March 2001

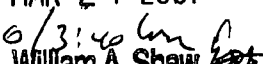

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,


Chester A. Hawkins
Sheriff

FILED

MAR 21 2001


William A. Shaw
Prothonotary

WASHINGTON, S.C.

8th day of MARCH A.D. 2001

Having made due and diligent search for said defendant

JOHN T. CALDWELL

and being unable to find him, and said defendant not being at the address provided, his new address being unknown to me, I have made no further service of this writ.

279 LIBERTY LANE, WEST KINGSTON

635 SHANNOCK, WAKEFIELD

JOHN C. CALDWELL

Deputy Sheriff

Service Non Est \$5.00

JOHN CALDWELL, JR.

1215 WOODLAND RD
CLEAKFIELD, PENNSYLVANIA

BOTH ARE STRONG WORK DIVING.

3-8

INVOICE VOUCHER

SP

WASHINGTON COUNTY SHERIFF
J. HOWARD MCGRATH JUDICIAL COMPLEX
ROOM 239
4800 TOWER HILL ROAD
WAKEFIELD, R.I. 02879
PH# 782-4100

Washington Co.

3-15-01

Mr. 005 Esq.

Make Checks Payable
Washington County, Sheriff

Service of Writ No.

6280

C. Nat'l Bk.

VS

Caldwell

Service	NE	5	00
Copies			
Garnishee			
Paid Town Clerk			
Notary			
Paid Witness			
Misc.			

Total 5.00

Ret excess \$ 55.00
3425

JOHN CALDWELL

1215 Woodland Rd.

Clearfield, PA

STRONG WORK DIVING DIANE STOLARZ

SENDS CHECKS TO ABOVE ADDRESS.

CALDWELL WORKS IN N.Y. P.A. AREA OCCASIONALLY.

BOTH R.T. ADDRESSES ARE STRONG WORK DIVING.



Sheriff's Office Clearfield County

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

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

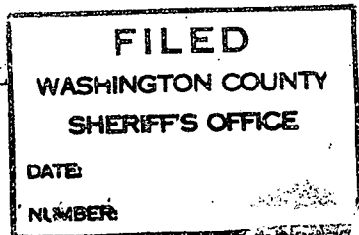
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

NO. 00-1375-CD

VS

JOHN T. CALDWELL



ACTION: COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 3/7/01

Or

HEARING DATE:

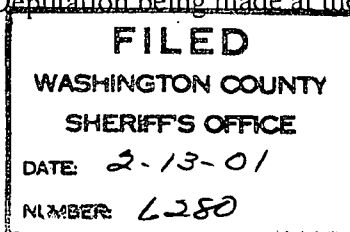
SERVE: JOHN T. CALDWELL

ADDRESS: WORK: 635 Shannock Road, Wakefield, RI 02879
or 379 Liberty Lane, West Kingston, RI 02892

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

This Deputation being made at the request and risk of the Plaintiff this 7th day of February

2001



Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY SENT YOUR CHECK DIRECT

State of Rhode Island and Providence Plantations

Washington County Sheriff 4800 Tower Hill Road Wakefield RI 02879

I _____, being duly sworn, depose and say that I am not a party to the Action, am over 21 years of age, and am a Deputy Sheriff of Washington County, State of R.I.

On the ____ day of _____, 20____ at _____

I served a true and attested copy of the attached writ(along with copies of any accompanying Complaint and/or other documents} upon _____
The defendant or one of the defendants herein named in the following manner.

By delivering a copy of the writ to _____ personally

Having received permission from plaintiff's attorney, I left a copy of the writ at defendant's dwelling House _____ with a person of suitable Age and discretion residing therein, to wit, _____

By delivering a copy of the writ to an agent authorized by appointment, or by law to receive service of Process, namely _____ Further notice as required was given as follows. _____

Deputy Sheriff

Sworn to before me this ____ day of ____ 20____ AD

Fees

Notary Public

My commission expires: _____

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

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

E-mail
pfsatty@mail.csrlink.net

February 6, 2001

Washington County Sheriff
4800 Tower Hill Road
Wakefield, RI 02879

Re: County National Bank v Caldwell
Clearfield County Docket Number 00-1375-CD

Dear Sheriff:

I write to follow-up my secretary's conversation with a gentleman in your office yesterday. She explained that I represent County National Bank in the foreclosure action against Mr. Caldwell, that he is in default on his mortgage payments of his home in Clearfield County, Pennsylvania and that our Sheriff has tried numerous times to serve him with no avail.

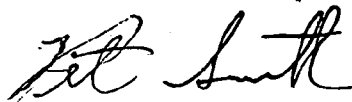
I was informed that he is employed by "Strong Work Diving" with offices at:

- * 635 Shannock Road, Wakefield, Rhode Island, 02879
- * 379 Liberty Lane, West Kingston, Rhode Island, 02892

Your office agreed to serve the Complaint on Mr. Caldwell at his place of business. You will find check number 120368 payable to your order in the amount of \$60.00 for your fees.

Sheriff Hawkins of Clearfield County will forward the Complaint to you as soon as possible. If you have any questions, please don't hesitate to call.

Sincerely,



Peter F. Smith

PFS:msc
Enclosure
cc: Sheriff Hawkins
Christopher N. Norris, County National Bank



Sheriff's Office
Clearfield County

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

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

NO. 00-1375-CD

VS

ACTION: COMPLAINT IN MORTGAGE FORECLOSURE

JOHN T. CALDWELL

A TRUE COPY
ATTEST
CAROLE ORNBERG
DEPUTY SHERIFF

SERVE BY: 3/7/01

Or

HEARING DATE:

SERVE: JOHN T. CALDWELL

ADDRESS: WORK: 635 Shannock Road, Wakefield, RI 02879
or 379 Liberty Lane, West Kingston, RI 02892

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

This Deputation being made at the request and risk of the Plaintiff this 7th day of February 2001.

A TRUE COPY
ATTEST
CAROLE ORNBERG
DEPUTY SHERIFF

Respectfully,

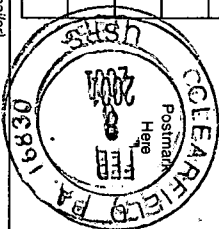
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY SENT YOUR CHECK DIRECT

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.37



Name (Please Print Clearly) (to be completed by mailer)
WASHINGTON COUNTY SHERIFF
Street, Apt. No., or PO Box No.
4800 Tower Hill Road
City, State, ZIP+4
Wakefield, RI 02879

PS Form 3800, July 1999

See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.

■ For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.

- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*."

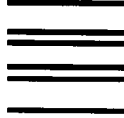
■ If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, July 1999 (*Reverse*)

102595-99-M-2087

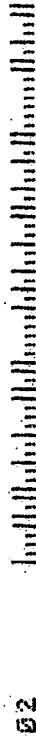
UNITED STATES POSTAL SERVICE



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

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS
Sheriff of Clearfield County
1 N. 2nd St. Suite 116
Clearfield, Pa. 16830



02

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:

WASHINGTON COUNTY SHERIFF
4800 Tower Hill Road
Wakefield, RI 02879

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

Thomas Brown ☒ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7000 0600 0023 2701 1465

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

C-10380

Lap over margin

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

STROUD WORK DIVING
635 SHAW

PAY
DIANE STALARZ

CLEML PERD PARR

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

JOHN T. CALDWELL,

Defendant

No. ~~2000~~-1375-CO

Type of Case:
FORECLOSURE

Type of Pleading:
COMPLAINT

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

2501 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William L. Shaw
Deputy Prothonotary

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

NOV 07 2000

Attest.

William L. Shaw
Prothonotary

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

COUNTY NATIONAL BANK, -
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

No. 2000-

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-
JOHN T. CALDWELL, :
Defendant :

COMPLAINT TO FORECLOSE MORTGAGE

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

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

2. The name of the Defendant is JOHN T. CALDWELL, whose last known address is 1215 Woodland Road, Clearfield, Pennsylvania, 16830.

3. The parcel of real estate subject to this action has an address of 1215 Woodland Road, Lawrence Township, Clearfield County, Pennsylvania, more particularly described as follows:

ALL those certain lots or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of beginning.

BEING the same property conveyed to John T. Caldwell by deed dated April 29, 1996, recorded in Clearfield County Deed Book Volume 1753, Page 376.

4. Defendant mortgaged the property described above to County National Bank, Plaintiff, by instrument dated April 29, 1996, for principal debt of \$21,000.00, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1753, Page 380. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$21,000.00 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. Defendant executed an Addendum to Mortgage Note also dated April 29, 1996. A true and correct copy of said addendum is attached hereto and incorporated herein by reference as Exhibit C.

7. Plaintiff has not assigned this mortgage or note.

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

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

10. On or about June 29th of 2000, Defendant failed to make the full monthly payment of \$376.10, and at no time since then have all monthly payments been made which constitutes a default.

11. After crediting all amounts paid by Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$1,514.40 as of September 26, 2000.

12. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.

13. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of September 26, 2000, are as follows:

a)	Balance	\$14,637.58
b)	Late Charge	\$ 10.00
c)	Interest Due to 9/26/00	\$ 445.14
d)	Interest accruing after 9/26/00 at \$3.7095237 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
PRELIMINARY TOTAL		\$15,092.72
FINAL TOTAL		\$ _____

14. 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 a letter to the Defendant by Certified Mail on September 28, 2000, at his last known address advising him of this default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit D.

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

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

CLEARFIELD COUNTY
ENTIRE PAID
DATE 11/4/94 4:29 PM
BY Richard H. Storch
FEES 15.50
Karin L. Storch, Recorder



Karin L. Storch
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 29th, 1996. The mortgagor is JOHN T. CALDWELL, single, of P.O. Box 1234, Clearfield, Pa. 16830. ("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830. ("Lender"). Borrower owes Lender the principal sum of TWENTY-ONE THOUSAND and no/100 Dollars (\$21,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 29th, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this security instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in 1215 Cemetery Road, Lawrence Township, Clearfield County, Pennsylvania:

ALL those two certain lots or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of beginning. which has the address of 1215 Cemetery Road (Street) Clearfield (City)

Clearfield, Pennsylvania 16830. ("Property Address");
[Zip Code]

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

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

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

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

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

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

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

1753 PAGE 382
Borrower shall pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

MORTGAGE GRANTED BY JOHN T. CALDWELL IN FAVOR OF
COUNTY NATIONAL BANK, CLEARFIELD, PENNSYLVANIA, 16830, CONTINUED:

BEING lots No's 34 and 35 in the plot of lots mentioned.

BEING the same premises conveyed to Charlette M. Thomson by deed dated November 30, 1984 from Joseph Marrara and Thelma F. Marrara, his wife, said deed being recorded at Clearfield in Volume 984, Page 423

AND BEING the same premises which were granted and conveyed to John T. Caldwell, the Mortgagor herein, from Charlette M. Thomson, single, by Deed dated April 29, 1996 and recorded in the Clearfield County Recorder's Office immediately prior to the recording of this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

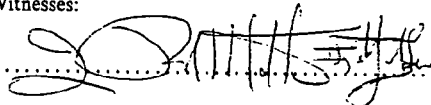
26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

Witnesses:



John T. Caldwell
JOHN T. CALDWELL

(Seal)
—Borrower

(Seal)
—Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

County ss:

On this, the 29th day of April, 19 96, before me, J. Richard Mattern II, the undersigned officer, personally appeared JOHN T. CALDWELL, known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he

executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal
J. Richard Mattern II, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 13, 1996

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

Corner of Second & Market Streets, P.O. Box 42
Clearfield, Pennsylvania 16830

Title of Officer

Title of Officer

NOTE

APRIL 29th, 1996

CLEARFIELD
(City)

PENNSYLVANIA
(State)

1215 Cemetery Road, Lawrence Township, Clearfield County, Pa. 16830
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$21,000.00----- (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.25%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 29th day of each month beginning on MAY 19, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on APRIL 29th, 2006, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Clearfield, Pennsylvania

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$268.87.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be Five (5)% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

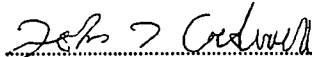
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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


.....(Seal)
JOHN T. CALDWELLBorrower

.....(Seal)
.....Borrower

.....(Seal)
.....Borrower

[Sign Original Only]

ADDENDUM TO MORTGAGE NOTE

This Addendum is made this 29th day of April, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage Note of April 29, 1996, in the amount of \$ 21,000.

In addition to the terms and conditions in the Mortgage Note, I/we further agree with you as follows:

Automatic Payment Deduction: I/We authorize you to automatically deduct my/our monthly payment from my/our checking account number 1-41607-2, that I/we maintain with you, on the date each monthly payment is due. If I/we fail to maintain a balance in the account sufficient to cover the monthly payment when it is due, you may, at your sole discretion, terminate the Automatic Payment Deduction.

As long as the Automatic Payment Deduction is in effect, my/our interest rate will be 9.25 %.

If the Automatic Payment Deduction is terminated for any reason, the interest rate on my/our mortgage loan will increase by 1/4 of 1%. If this Mortgage is an Adjustable Rate Mortgage, the increase will alter the limits on the Interest Rate Changes as stated on the One Year Adjustable Rate Mortgage Note, Section 4 (B) (2) or the Five Year Adjustable Rate Mortgage Note, Section 4 (D). The new rate will be effective on the first payment due date following the cancellation of the Automatic Payment Deduction.

No other terms or conditions of the Mortgage Note are changed. I/We have received a copy of this addendum on today's date.

John & Catherine
Borrower

Borrower

September 28, 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA IIAMODO "Homeowner's Emergency Mortgage Assistance Program" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): John T. Caldwell

PROPERTY ADDRESS: 1215 Woodland Road
Clearfield, PA 16830-3116

LOAN ACCT. NO.: #337089 note #1

ORIGINAL LENDER: County National Bank

CURRENT LENDER/SERVICE: COUNTY NATIONAL BANK

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: 1215 Woodland Road
Clearfield, PA 16830-3116

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 2000	-	\$376.10
July 2000	-	\$376.10
August 2000	-	\$376.10
September 2000	-	\$376.10

Other Charges (explain/itemize):

Late Fees	-	\$10.00
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TOTAL AMOUNT PAST DUE: \$ 1,514.40

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 \$1,514.40, 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:

John T. Caldwell
1215 Woodland Rd
Clearfield Id, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *X Adam Caldwell* B. Date of Delivery *SEP 30 2000*

C. Signature *X Adam Caldwell* ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7000 0600 0023 1117 2691

PS Form 3811, July 1999

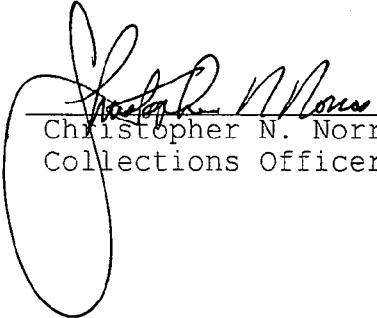
Domestic Return Receipt

102595-99-M-1789

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

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

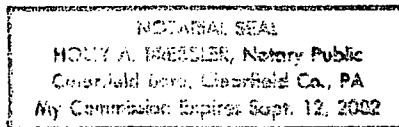


Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 6th
day of November, 2000.



Notary Public



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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

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:
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: 2000
: No. 2000-1375-CD
:
:
:

TO: John T. Caldwell
1215 Woodland Road
Clearfield, PA 16830

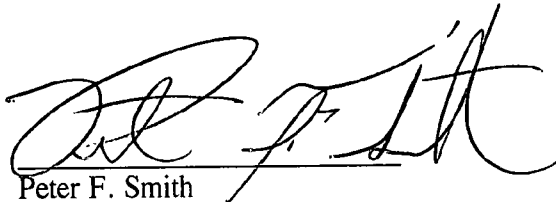
IMPORTANT NOTICE

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 MAY 11, 2001.

Clearfield County Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

Date: May 1, 2001


Peter F. Smith
Attorney for Plaintiff

FILED

MAY 01 2001
o/ 2425/441
William A. Shaw
Prothonotary
No C/c


Lap over margin

FILED

MAY 03 2001
O 9 15 NOCC
William A. Shaw
Prothonotary

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

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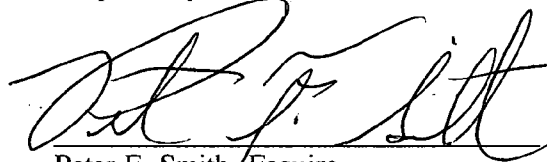
2000
No. ~~2001~~-1375-CD

CERTIFICATE OF SERVICE

I, Peter F. Smith certify that I served JOHN T. CALDWELL, defendant in the above captioned matter, by publication pursuant to the Order of this Honorable Court entered in this case on March 2, 2001.

Attached hereto and incorporated herein by reference is the original proof of publication prepared by THE PROGRESS indicating that the notice was published on March 26, 2001. Also attached hereto and incorporated herein by reference is the original proof of publication from the CLEARFIELD COUNTY LEGAL JOURNAL indicating that notice was published in it on May 3, 2001.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff

Date: May 3, 2001

FILED

MAY 03 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL DIVISION COUNTY NATIONAL BANK, Plaintiff vs. JOHN T. CALDWELL, Defendant No. 2000-1375-CD NOTICE TO: JOHN T. CALDWELL If you wish to defend, you must enter a written appearance person- ally or by attorney and file your de- fenses or obligations in writing with the court. You are warned that if you fail to do so the case may pro- ceed without you and a judgment may be entered against you without further notice for the relief re- quested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS NO- TICE 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. Clearfield County Court Adminis- trator, Clearfield County Court- house, Clearfield, PA 16830, (814) 765-2641 3:26-1d-b
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PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this 9th day of April, A.D. 2001,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared Margaret E. Krebs, who being duly sworn
according to law, deposes and says that she is the President of The
Progressive Publishing Company, Inc., and Associate Publisher of The
Progress, a daily newspaper published at Clearfield, in the County of
Clearfield and State of Pennsylvania, and established April 5, 1913, and
that the annexed is a true copy of a notice or advertisement published in
said publication in

the regular issues of March 26, 2001.
And that the affiant is not interested in the subject matter of the notice or
advertising, and that all of the allegations of this statement as to the time,
place, and character of publication are true.

Margaret E. Krebs
Sworn and subscribed to before me the day and year aforesaid.

Ann K. Law
Notary Public Clearfield, Pa.
My Commission Expires
September 16, 2004

Notarial Seal
Ann K. Law, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Sept. 16, 2004
Member, Pennsylvania Association of Notaries

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

COUNTY NATIONAL BANK, Plaintiff
vs. JOHN T. CALDWELL, Defendant.
No. 2000-1375-CD

NOTICE

TO: JOHN T. CALDWELL:

If you wish to defend, you must enter a written appearance personally by or by attorney and file your defenses or obligations in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE 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.

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

PETER F. SMITH, P.O. Box 130,
Clearfield, PA 16830.

requested to make payment from the
the executors or administrators or their
attorneys named below.

Third Publication

MEYER, FRED C., Dec'd
A/k/a FRED C. MEYER, JR.
Late of Clearfield
Executor: **JESSE FOSSELMAN**
Attorney: **JOHN R. CARFLEY**
P.O. Box 249
Philipsburg, PA 16866

SPINGOLA, JULIA S., Dec'd
Executor:
CLEARFIELD BANK & TRUST CO.
Attorney: **COLAVECCHI, RYAN**
& COLAVECCHI
221 East Market Street
Clearfield, PA 16830

FLOYD, MERRIL M., Dec'd
Late of Frenchville
Co-Administrators:
DOUGLAS E. FLOYD
LISA A. AMMERMAN
Attorney: **ANN B. WOOD**
P.O. Box 670
Clearfield, PA 16830

WADDELL, VELMA I., Dec'd
Late of Sandy Township
Executrix: **PAULA M. CHERRY**
Attorney: **GLEASON CHERRY**

PROOF OF PUBLICATON

STATE OF PENNSYLVANIA

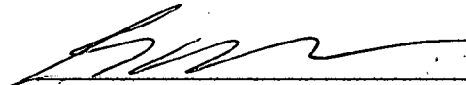
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COUNTY OF CLEARFIELD

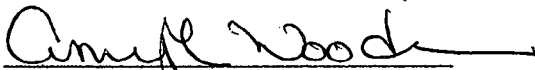
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On this 19th day of April AD 2001, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of March 30, 2001, Vol. 13, No. 13. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

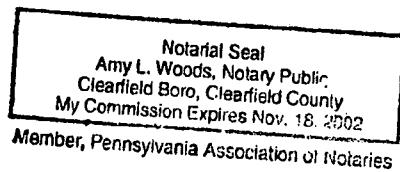


Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires



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

FILED

MAY 09 2001

01/107/3 cc atty
William A. Shaw
Prothonotary

~~W.A. Shaw~~
P. 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

COUNTY NATIONAL BANK,

Plaintiff

vs.

JOHN T. CALDWELL,

Defendant

No. 2000-1375-CD

Type of Case:
FORECLOSURE

Type of Pleading:
**MOTION AND AFFIDAVIT FOR
SPECIAL SERVICE OF THE WRIT OF
EXECUTION**

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

MAY 09 2001

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

No. 2000-1375-CD

ORDER

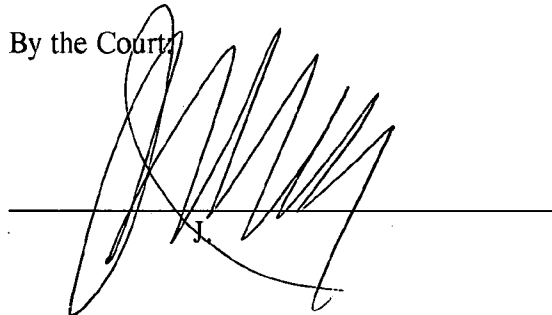
AND NOW, this 10th day of May, 2001, upon consideration of Plaintiff's Motion and Affidavit for Special Service of the Writ of Execution; it is,

ORDERED, ADJUDGED AND DECREED that in addition to service by Publication and Posting pursuant to Pa.R.C.P. 3008, the Defendant need not be personally served with the Writ since neither Plaintiff nor the Clearfield County Sheriff can locate him. In the alternative, Plaintiff's counsel shall send certified copies of the Writ and this Order to the Defendant's attention in care of his last known employer, to wit:

John T. Caldwell
c/o Strong Work Diving
379 Liberty Lane
West Kingston, RI 02892

John T. Caldwell
c/o Strong Work Diving
635 Shannock Road
Wakefield, RI 02879

By the Court



FILED

MAY 10 2001

William A. Shaw
Prothonotary

Prothonotary
William A. Shaw

MAY 10 2001

FILED

013:0381

3cc

Atty Smith

B

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

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:
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No. 2000-1375-CD

***MOTION AND AFFIDAVIT FOR SPECIAL SERVICE
OF THE WRIT OF EXECUTION***

COMES NOW, County National Bank, Plaintiff, by its Attorney Peter F. Smith who states in support of this motion:

1. Plaintiff instituted this Mortgage Foreclosure Action by a Complaint filed November 27, 2000.

2. Plaintiff was unable to locate the Defendant, therefore service of the Complaint was made by publication on March 26, 2001, in *The Progress* and on March 30, 2001, in *The Clearfield County Legal Journal*.

3. To date Plaintiff is still unable to locate the Defendant.

4. Pa.R.C.P. 3008 requires that Writs of Execution against real estate in mortgage foreclosure actions such as this one be served upon the Defendant personally.

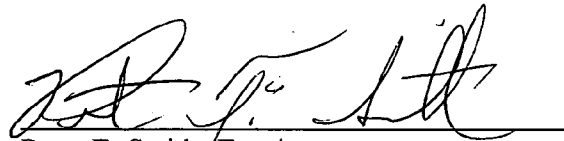
5. Plaintiff's counsel anticipates that neither the Sheriff of Clearfield County nor the Sheriff of Washington County, Rhode Island will be able to locate the Defendant.

6. However, Plaintiff's counsel does have an address of the business for which the Defendant is last known to have worked.

WHEREFORE, Plaintiff prays this Honorable Court to enter an Order directing that Service by Publication of the Writ on three (3) successive occasions and posting the property shall suffice service of the Writ and that personal service on the Defendant is not necessary. Plaintiff's counsel shall further attempt service by First Class Mail postage prepaid to care-of Defendant's last known employer, Strong Work Diving with the two following addresses 379 Liberty Lane, West Kingston, Rhode Island, 02892 and 635 Shannock Road, Wakefield, Rhode Island, 02879.

Respectfully submitted,

Dated: 8-8-01

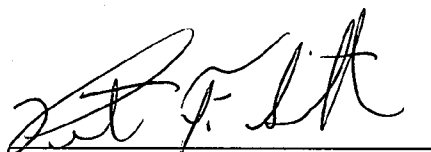
A handwritten signature in dark ink, appearing to read "Peter F. Smith", written over a horizontal line.

Peter F. Smith, Esquire
Attorney for Plaintiff

AFFIDAVIT

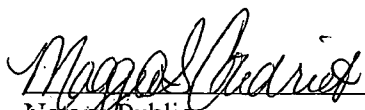
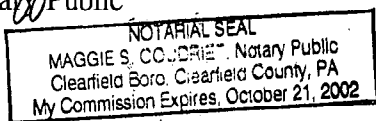
STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CLEARFIELD :

I, Peter F. Smith, counsel for Plaintiff, being duly sworn according to law, deposes and says that the averments of the foregoing Motion and Affidavit for Service by Publication and Posting are true and correct to the best of his knowledge, information and belief.



Peter F. Smith, Esquire
Counsel for County National Bank

SWORN TO AND SUBSCRIBED
before me this 24 day of May, 2001.


Notary Public

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

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2000
No. ~~2001~~-1375-CD

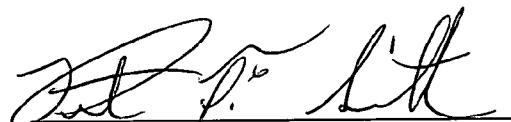
CERTIFICATE OF SERVICE

I, Peter F. Smith certify that I served JOHN T. CALDWELL, defendant in the above captioned matter, by publication pursuant to the Order of this Honorable Court entered in this case on March 2, 2001.

Attached hereto and incorporated herein by reference is the original proof of publication prepared by THE PROGRESS indicating that the notice was published on March 26, 2001. Also attached hereto and incorporated herein by reference is the original proof of publication from the CLEARFIELD COUNTY LEGAL JOURNAL indicating that notice was published in it on March 30, 2001.

Respectfully submitted,

Date: 5-8-01



Peter F. Smith, Esquire
Attorney for Plaintiff

FILED

MAY 09 2001

William A. Shaw
Prothonotary

FILED

MAY 09 2001

0/11091190 cc
William A. Shaw
Prothonotary

Key

Lap over margin

FILED

MAY 18 2001
09:15/att'y Smith
William A. Shaw
Prothonotary

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

\$20.00
Notice to Pay
Statement to att'y.

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2000-1375-CD

vs

JOHN T. CALDWELL,
Defendant

PRAECIPE TO ENTER DEFAULT JUDGMENT

To: William A. Shaw, Prothonotary:

Dear Sir:

1. More than 20 days have elapsed since service on John T. Caldwell, Defendant and he has failed to file a responsive pleading.

2. Plaintiff's counsel sent the notice required by PA R.C.P. 237.1, to the Defendant more than 10 days ago, and he has not filed an answer or responsive pleading.

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

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

a)	Balance	\$14,637.58
b)	Late Charge	\$ 10.00
c)	Interest Due to 9/26/00	\$ 445.14
d)	Interest accruing after 9/26/00 at \$3.7095237 per day (to be added)	\$ _____

FILED

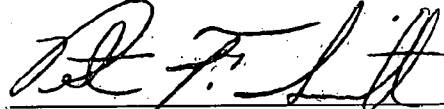
MAY 18 2001

William A. Shaw
Prothonotary

e) Costs of suit (to be added) \$ _____
f) Attorney's fees \$ _____

PRELIMINARY TOTAL \$15,092.72
FINAL TOTAL \$ _____

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'P. F. Smith', written over a horizontal line.

Peter F. Smith, Attorney for Plaintiff

Date: May 15, 2001

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

No. 2000-1375-CD

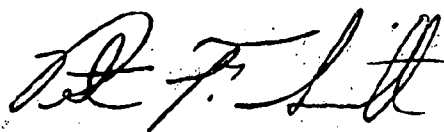
CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for County National Bank, 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 John T. Caldwell, Defendant hereto are:

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

Defendant: John T. Caldwell
1215 Woodland Road
Clearfield, PA 16830

Date: May 15, 2001



Peter F. Smith, Esquire
Attorney for County National Bank

FILED

MAY 18 2001

OP 15/1000
William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,
Plaintiff

vs

JOHN T. CALDWELL,
Defendant

No. 2000-1375-CD

COPY

Notice is given that a judgment has been entered of record in Clearfield County against John T. Caldwell, and in favor of the Plaintiff, plus interest and costs
\$ 15,092.72.

Prothonotary

Dated: May 18, 2001

By William L. [Signature] Deputy

Rule of Civil Procedure No. 236

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

COPY

County National Bank
Plaintiff(s)

No.: 2000-01375-CD

Real Debt: \$15,092.72

Atty's Comm:

Vs.

Costs: \$

Int. From:

John T. Caldwell
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 18, 2001

Expires: May 18, 2006

Certified from the record this 18th of May, 2001

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

Lap over margin

FILED

MAY 21 2001

819571 2th Smith

William A. Shaw
Prothonotary

524.00

6 Writs Shaw
6/22

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

CONFIDENTIAL PRINTING CO., CLEARFIELD, PA.

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

COUNTY NATIONAL BANK,

Plaintiff

No. 2000-1375-CD

vs.

JOHN T. CALDWELL,

Defendant

FILED

MAY 21 2001

William A. Shaw
Prothonotary

PRAECIPE FOR WRIT OF EXECUTION

To: William A. Shaw, Prothonotary

Dear Sir:

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

1. Index this Writ against:

John T. Caldwell

2. Property owned by the Defendants as follows:

ALL those certain lots or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley & Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No. 36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87) degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of beginning.

BEING the same property conveyed to John T. Caldwell by deed dated April 29, 1996, recorded in Clearfield County Deed Book Volume 1753, Page 376.

3. Amounts Due:

a)	Balance	\$14,637.58
b)	Late Charge	\$ 10.00
c)	Interest Due to 9/26/00	\$ 445.14
d)	Interest accruing after 9/26/00 at \$3.7095237 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ <u>147.00</u>
f)	Attorney's fees	\$ _____

PRELIMINARY TOTAL \$15,092.72

FINAL TOTAL \$ _____

Dated: May 14, 2001



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

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2000-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

**WRIT OF EXECUTION
NOTICE**

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

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

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

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

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

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

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2001-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

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 those certain lots or parcels of land situate in Lawrence Township, Clearfield County,
Pennsylvania, bounded and described as follows:**

**BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley &
Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in
Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees
thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post
corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No.
36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and
nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87)
degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by
line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one
hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of
beginning.**

**BEING the same property conveyed to John T. Caldwell by deed dated April 29, 1996,
recorded in Clearfield County Deed Book Volume 1753, Page 376.**

2. Amounts Due:

a)	Balance	\$14,637.58
b)	Late Charge	\$ 10.00
c)	Interest Due to 9/26/00	\$ 445.14
d)	Interest accruing after	


9/26/00 at \$3.7095237 per day
(to be added)

- e) Costs of suit (to be added)
- f) Attorney's fees

\$
\$ 147.00
\$

PRELIMINARY TOTAL
FINAL TOTAL

\$15,092.72
\$


Prothonotary 5/21/01 By: _____ Deputy

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2001-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

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.

JOHN T. CALDWELL,
Defendant

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:
:

No. 2000-1375-CD

AFFIDAVIT PURSUANT TO RULE 3129

1. Name and address of Plaintiff in the judgment:

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

2. Name and address of Defendant in the judgment:

John T. Caldwell
1215 Woodland Road
Clearfield, PA 16830

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

County National Bank
No. 2000-1375-CD
Entered - 11/07/00
Amount - \$15,092.72

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

County National Bank
Dated - 4/29/96
Recorded - 4/29/96
Volume 1753, Page 380
Principal - \$21,000.00

FILED

JUN 08 2001
013231 No CC
William A. Shaw
Prothonotary

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

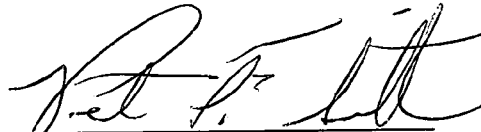
None.

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None.

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S §4904 relating to unsworn falsifications to authorities.

Dated: June 8, 2001



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA CIVIL DIVISION NO. 2001-1375-CD	COUNTY NATIONAL BANK, Plaintiff vs. JOHN T. CALDWELL, Defendant	PETITION FOR VACATING SALE AND OPENING JUDGMENT	BELL, SILBERBLATT & WOOD ATTORNEYS AT LAW 318 EAST LOCUST STREET P. O. BOX 670 CLEARFIELD, PA. 16830
---	---	--	--

FILED

AUG 13 2001
0/3:30/143
William A. Shaw
Prothonotary
No C/c

(Signature)

CA

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

COUNTY NATIONAL BANK,
Plaintiff

NO. 2000-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

FILED

AUG 13 2001

William A. Shaw
Prothonotary

PETITION FOR VACATING SALE AND OPENING JUDGMENT

1. Your Petitioner is John T. Caldwell, an adult, residing at 1215 Woodland Road, Clearfield, Clearfield County, Pennsylvania.

2. Your Petitioner is the owner of a property situated in Lawrence Township, Clearfield County, Pennsylvania, conveyed to your Petitioner by Deed recorded in Deed Book Volume 1753 at Page 376.

3. Your Petitioner entered into a mortgage with County National Bank, dated the 29th day of April, 1996, and recorded in Deeds and Records Volume 1753 at Page 380.

4. Your Petitioner had signed a Mortgage, Note, and an Addendum To Note, which authorized the County National Bank to deduct his payments directly from his account at County National Bank.

5. Your Petitioner has been employed as a commercial diver with Strong Works situated in Rhode Island, but his work takes him to different locations, and

consequently he is only home on weekends most of the time.

6. Due to layoffs from his work, your Petitioner did fall behind in mortgage payments.

7. Your Petitioner is not certain of the exact number of payments he missed, but believes it was four (4) monthly payments. The total amount of the payments was One Thousand Five Hundred Fourteen Dollars and Forty Cents (\$1,514.40).

8. The County National Bank began a proceeding in mortgage foreclosure against your Petitioner, but the Complaint was never personally served on your Petitioner. The County National Bank then obtained an Order from your Honorable Court authorizing service by publication and posting of the Complaint on your Petitioner's property.

9. Your Petitioner never saw any Complaint posted on his property and had no knowledge of this proceeding.

10. The County National Bank through its counsel apparently filed a ten (10) day important notice on your Petitioner, but your Petitioner never received the same.

11. The County National Bank also served the notice required under the Homeowner's Emergency Mortgage Assistance Program by certified mail, return

receipt, but the same was not received by your Petitioner, but was signed for by his son Adam Caldwell who is thirteen (13) years of age.

12. The first knowledge that your Petitioner had that the County National Bank has a proceeding against him was when his property was posted for execution.

13. At that time on advice of counsel your Petitioner contacted personally Larry Putt an officer of the County National Bank, and was advised by Mr. Putt as to the amount which your Petitioner owed.

14. Your Petitioner placed enough money in his account to cover the amount which was owed according to Mr. Putt.

15. Despite this fact, the County National Bank continued their proceeding, and your Petitioner's property was sold by the Sheriff of Clearfield County, Pennsylvania on August 3, 2001, and bought in by the County National Bank for the amount due on the mortgage.

16. If the sale is not vacated, the County National Bank will have received title to a property for approximately Fifteen Thousand (\$15,000.00) Dollars which has a value substantially in excess of that amount.

17. The proceedings in execution and possibly other legal papers filed have

been incorrectly captioned showing a term and number of 2001-1375-CD. The correct number is 2000-1375-CD. As a result a person seeking to examine the papers that have been filed will not find them at the term and number listed on the execution papers.

18. Your Petitioner is able to pay the amount which he was in default, which he thought he had already done.

WHEREFORE, because your Petitioner was misinformed of the amount which he owed by an officer of the County National Bank, and therefore believed that no proceedings would be continued against him, because the papers in this law suit have been incorrectly captioned, and because the required notice under the Homeowner's Emergency Mortgage Assistance Program was never properly served on your Petitioner and he never received them, your Petitioner respectfully requests that your Honorable Court issue a Rule on County National Bank to show cause why this Sheriff's Sale should not be vacated, and the Judgement in Mortgage Foreclosure opened.

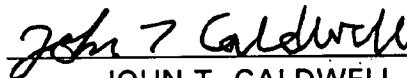
BELL, SILBERBLATT & WOOD
BY

A handwritten signature in cursive script, reading "Richard A. Bell", is written over a horizontal line.

Richard A. Bell, Esquire
Attorney for Defendant

VERIFICATION

I, JOHN T. CALDWELL, state that the statements in the within Petition For Vacating Sale And Opening Judgment are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsifications to authorities.



JOHN T. CALDWELL

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

COUNTY NATIONAL BANK,
Plaintiff

NO. 2001-1375-CD


vs.

JOHN T. CALDWELL,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Petition For Vacating Sale And Opening
Judgment and proposed Order Of Court in the above matter was mailed the 13th
day of August, 2001 by regular mail postage prepaid at the post office in
Clearfield, PA 16830 to the following:

Peter F. Smith, Esquire
30 South Second Street
P.O. Box 130
Clearfield, PA 16830


Richard A. Bell, Esquire

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA
CIVIL DIVISION
NO. 2001-1375-CD

COUNTY NATIONAL BANK
Plaintiff
vs.
JOHN T. CALDWELL,
Defendant

ORDER OF COURT

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

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

COUNTY NATIONAL BANK,
Plaintiff

NO. 2000-1375-CD

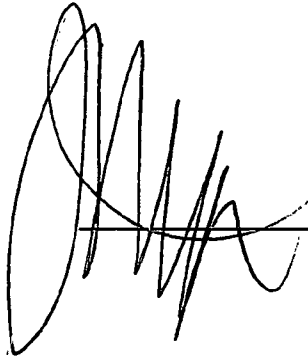
vs.

JOHN T. CALDWELL,
Defendant

ORDER OF COURT

AND NOW this 14th day of August, 2001, upon consideration of the within
Petition and Motion of Richard A. Bell, Esquire, attorney for Defendant, a Rule is issued
upon County National Bank to show cause why the Sheriff Sale in this proceeding
should not be vacated and the Judgment in Mortgage Foreclosure opened. All
proceedings shall stay until disposition of this Rule. Return date for filing an Answer
to this Order shall be the 3rd day of September, 2001. Date for
hearing, if necessary, shall be scheduled at a later time.

BY THE COURT



FILED

AUG 14 2001

01:18 PM
William A. Shaw
Prothonotary

1 CERT TO ATTY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY PENNA
CIVIL DIVISION
NO. 2001-1375-CD

COUNTY NATIONAL BANK,
Plaintiff
vs.

JOHN T. CALDWELL,
Defendant

AMENDMENT TO PETITION FOR
VACATING SALE AND OPENING
JUDGMENT

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

FILED

AUG 20 2001

0/12:04/MS
William A. Shaw
Prothonotary

NO 16.0
101

CA

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

COUNTY NATIONAL BANK
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

2000
No. ~~2001~~-1375-CD

Type of Pleading
AMENDMENT TO
PETITION FOR VACATING
SALE AND OPENING JUDGMENT

Filed on Behalf of:
John T. Caldwell
Defendant

Counsel of Record for
this Party:

Richard A. Bell, Esquire
PA I.D. #06808
BELL, SILBERBLATT &
WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537

FILED

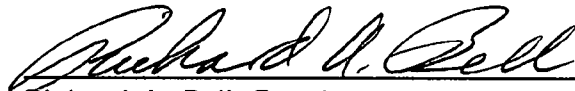
AUG 20 2001

William A. Shaw
Prothonotary

VERIFICATION

The undersigned verifies that he is the Attorney of record of Defendant, John T. Caldwell, named in the within action, that as such Attorney, he is authorized to make this verification, and that the statements made in the foregoing Petition, are true and correct not from his own knowledge, but from information supplied to him and believed to be true. The undersigned understands that false statements made herein are subject to the penalties of 18 PA. CS. 4904 relating to unsworn falsification to authorities.

Dated: 8-20-01


Richard A. Bell, Esquire

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

COUNTY NATIONAL BANK,
Plaintiff

NO. 2001-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

AMENDMENT TO
PETITION FOR VACATING SALE AND OPENING JUDGMENT

NOW COMES your Petitioner by his attorney Richard A. Bell, of Bell, Silberblatt & Wood, and files the following Amendment to the original Petition by adding the following:

19. By Order of your Honorable Court, the original Complaint was directed to be served by publication and posting a copy of the Complaint on the Petitioner's home.

20. As previously stated, your Petitioner never saw any Complaint posted on his home, and the Certificate Of Service, does not mention any posting.

21. Since apparently the original Complaint was not served in accordance with the requirements of the Court Order, there has been no proper service of the Complaint on your Petitioner and the entire proceeding is a nullity.

WHEREFORE, for these reasons and the reasons as stated in the original Petition, your Petitioner respectfully requests that your Honorable Court grant the

prayer of the Petition.

BELL, SILBERBLATT & WOOD
BY

A handwritten signature in cursive script, reading "Richard A. Bell", is written over a horizontal line.

Richard A. Bell, Esquire
Attorney for Defendant

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

COUNTY NATIONAL BANK,
Plaintiff

NO. 2001-1375-CD

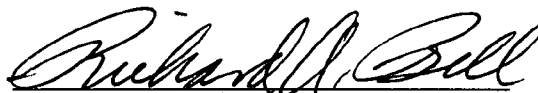
vs.

JOHN T. CALDWELL,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Amendment To Petition For Vacating Sale
And Opening Judgment and proposed Order Of Court in the above matter was
mailed the 20th day of August, 2001 by regular mail postage prepaid at the
post office in Clearfield, PA 16830 to the following:

Peter F. Smith, Esquire
30 South Second Street
P.O. Box 130
Clearfield, PA 16830


Richard A. Bell, Esquire

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

FILED
OCT 17 1961
AUG 1 1961
William A. Shaw
Prothonotary
H. J. [unclear]

REC
Adm Smith
C
hcd

COMMERCIAL PRINTING CO., QUAKERTOWN, PA.

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

JOHN T. CALDWELL,

Defendant

No. 2000-1375-CD

Type of Case:
FORECLOSURE

Type of Pleading:
Answer to Petition

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

Attorney for the Defendant:
Richard A. Bell, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
Clearfield, PA 16830
(814) 765-5537

FILED

AUG 31 2001

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,	:	
	:	
Plaintiff	:	No. 2000-1375-CD
	:	
vs.	:	
	:	
JOHN L. CALDWELL,	:	
	:	
Defendant	:	

ANSWER TO DEFENDANT'S PETITION FOR VACATING SALE AND OPENING
JUDGMENT

COMES NOW, County National Bank by its Attorney Peter F. Smith
who states as follows:

1. Admitted.

2. Denied, County National Bank is now the owner of that
property as a result of a Sheriff sale that was conducted on
August 3, 2001. A deed has not yet been deliver to CNB by the
Sheriff.

3. Admitted.

4. Admitted that the Petitioner signed a mortgage and
note and authorized direct debit of monthly mortgage payments from
his CNB deposit account. However, this account was often empty or
had insufficient funds to cover the mortgage payments.

5. Admitted and in fact, CNB deputized the Sheriff of
Washington County Rhode Island the jurisdiction in which Strong
Works Diving, the Defendant's employer, is located, to make service

on the Defendant. The Sheriff of Washington County Rhode Island attempted service but was informed by an employee at Strong Works Diving that the Defendant's paychecks were sent to him at 1215 Woodland Road, Clearfield, Pa 16830. For reasons unknown to CNB, the Sheriff did not serve the person in charge of Strong Works Diving. The Plaintiff also advised the Clearfield County Sheriff that the Defendant worked out of the area and requested that the Sheriff's department attempt service upon him at his residence during the weekends.

6. Admitted that the Petitioner became seriously delinquent in his mortgage payments. CNB neither admits nor denies the reason because it is beyond the scope of CNB's knowledge.

7. The Petitioner's account has been delinquent on 31 occasions since the origination of this mortgage on April 29, 1996. At the time of Sheriff Sale on August 3, 2001 the defendant was 2 payments in arrears for a total of \$ 696.83.

8. Denied, CNB made proper service upon the Defendant pursuant to this Court's order authorizing service by publication and the Pennsylvania Rules of Civil Procedure.

9. Denied, the Defendant admits in his petition that he knew he was delinquent. He had to have known or have heard that CNB had instituted suit and was attempting service. CNB believes that the Defendant concealed his whereabouts to avoid service and delay these proceedings.

10. CNB sent the required Pa.C.P. 237.1 Notice to the Defendant's last known address by first class mail postage prepaid. This was the same address to which Strong Works Diving sent the Defendant's paychecks according to the Washington County, R.I., Sheriff of Rhode Island. A copy of said notice was attached to CNB's Praecipe To Enter Default Judgment, which in turn was sent to the Defendant by the Clearfield County Prothonotary.

11. Admitted. The Defendant obviously received the notice but failed to exercise his rights under the Homeowner's Emergency Mortgage Assistance Program.

12. Denied for the reason stated above in paragraphs 8, 9, 10 and 11. Moreover the Defendant should have acted promptly and exercised his rights to cure his defaults prior to the sale conducted on August 3, 2001, and since he did not exercised his rights to cure his defaults, he lost title to the premises.

13. Admitted.

14. Denied that Defendant deposited sufficient money to cure his default with County National Bank. He was still delinquent by \$696.83 on the morning of the sale.

15. Admitted that CNB continued with the Sheriff Sale because the Defendant failed to cure his default.

16. Denied. CNB has serious doubt whether it will be able to sell the premises for the amount of Mr. Caldwell's debt, interest and cost.

17. Denied. To the extent that the number was incorrect, that is not a material error that does not undermine the validity of these proceedings.

18. Neither admitted nor denied. The defendant lost title to the property at Sheriff Sale August 3, 2001, and no longer has the right to cure his default.

As a gesture of good faith, CNB will sell the premises to Mr. Caldwell for the total CNB has invested in this account. This will have the additional benefit to Mr. Caldwell to improving his credit record.

19. Admitted.

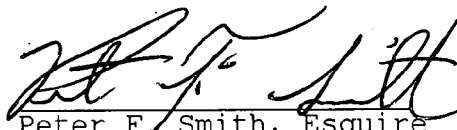
20. Denied because Defendant knew about the sale prior to the August 3, 2001, as indicated by his averments 12 and 13.

21. Denied. Plaintiff believes that the Sheriff's office posted the premises as directed in the Court's March 3, 2001, Order.

WHEREFORE, CNB praises this Honorable Court to dismiss the Defendant's petition to vacate the Sale and Open the Judgment

Respectfully submitted,

Date: 8-31-01


Peter F. Smith, Esquire
Attorney for Plaintiff

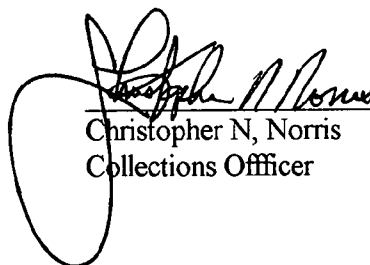
AFFIDAVIT

STATE OF PENNSYLVANIA

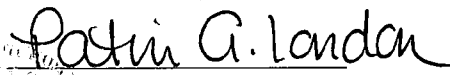
: SS

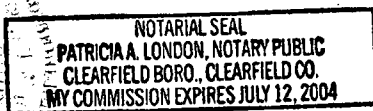
COUNTY OF CLEARFIELD

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


Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 30th
day of August, 2001.


Notary Public



PETER F. SMITH
ATTORNEY
CLEARFIELD, PA. 16830
814-765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY EMB

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

JOHN T. CALDWELL

Defendants


No. 2000-1375-CD

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for Plaintiff certify that I sent a true and correct copy of the Notice Pursuant to Pa.R.C.P. 3129 to all parties listed on the Affidavit filed pursuant to Rule 3129 by First Class Mail, Postage Prepaid on or about August 14, 2001. A true and correct copy of said Notice with Sheriff's Handbill is attached hereto and incorporated herein by reference.

Respectfully submitted,

Date: August 30, 2001


Peter F. Smith, Attorney for Plaintiff

FILED 10
012:4761 CC
AUG 31 2001
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

CIVIL DIVISION
NO. 2000-1375CD

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN T. CALDWELL,
Defendant

PRAECIPE FOR WITHDRAWING
PETITION

FILED

DEC 05 2001

011.36 a.m.

William A. Shaw

Prothonotary

no CC

Cyrs to CD

BELL, SILBERBLATT & WOOD

ATTORNEYS AT LAW

318 EAST LOCUST STREET

P. O. BOX 670

CLEARFIELD, PA. 16830

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

COUNTY NATIONAL BANK
Plaintiff

No. 2000-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

Type of Pleading
PRAECIPE FOR
WITHDRAWING PETITION

Filed on Behalf of:
John T. Caldwell
Defendant

Counsel of Record for
this Party:

Richard A. Bell, Esquire
PA I.D. #06808
BELL, SILBERBLATT &
WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537

FILED

DEC 05 2001

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,
Plaintiff

NO. 2000-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

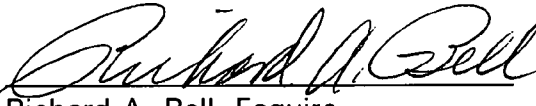
PRAECIPE FOR WITHDRAWING PETITION

TO: William A. Shaw, Prothonotary

The above Judgment having been satisfied and marked satisfied on the record on November 21, 2001, the Petition For Vacating Sale And Opening Judgment is hereby withdrawn. Please mark the record Petition Withdrawn And Discontinued.

BELL, SILBERBLATT & WOOD
By

Dated: 12-5-01


Richard A. Bell, Esquire
Attorney for John T. Caldwell

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

COUNTY NATIONAL BANK,
Plaintiff

NO. 2000-1375-CD

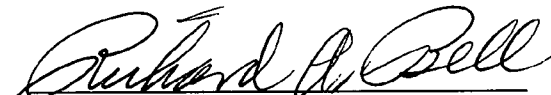
vs.

JOHN T. CALDWELL,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Praeipce For Withdrawing Petition in the above matter was mailed the 5 day of December 2001 by regular mail postage prepaid at the post office in Clearfield, PA 16830 to the following:

Peter F. Smith, Esquire
30 South Second Street
P.O. Box 130
Clearfield, PA 16830


Richard A. Bell, Esquire

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2000-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

**WRIT OF EXECUTION
NOTICE**

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

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

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

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

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

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

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2001-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

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 those certain lots or parcels of land situate in Lawrence Township, Clearfield County,
Pennsylvania, bounded and described as follows:**

**BEGINNING at a post corner of an alley and Woodland Road, in the Woolridge-Wrigley &
Son plot of lots adjoining the Borough of Clearfield, which plot is recorded at Clearfield in
Miscellaneous Book "R", Page 407; thence by Woodland Road North eighty-four (84) degrees
thirty (30) minutes East (the map says twenty-one (21) minutes East) ninety (90) feet to a post
corner of Lot No. 36 in the Woolridge-Wrigley & Son plot of lots; thence by line of Lot No.
36 South seventeen (17) degrees forty-three (43) minutes West one hundred sixty-four and
nine tenths (164.9) feet to an alley; thence by the line of said alley North eighty-seven (87)
degrees eighteen (18) minutes West ninety (90) feet to post corner of another alley; thence by
line of the last mentioned alley North twenty-one (21) degrees thirty (30) minutes East one
hundred fifty-two and nine tenths (152.9) feet to post on Woodland Road and place of
beginning.**

**BEING the same property conveyed to John T. Caldwell by deed dated April 29, 1996,
recorded in Clearfield County Deed Book Volume 1753, Page 376.**

2. Amounts Due:

a)	Balance	\$14,637.58
b)	Late Charge	\$ 10.00
c)	Interest Due to 9/26/00	\$ 445.14
d)	Interest accruing after	

9/26/00 at \$3.7095237 per day
(to be added)

- e) Costs of suit (to be added)
f) Attorney's fees

\$
\$ 147.00
\$

PRELIMINARY TOTAL
FINAL TOTAL

\$15,092.72
\$

Prothonotary 5/21/01

By: _____
Deputy

RECEIVED MAY 21 2001

@ 10:15 AM

Chester A. Hankins
by Margaret H. Pitt

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2001-1375-CD

vs.

JOHN T. CALDWELL,
Defendant

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address

Phone Number

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

Date: _____

Defendant

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

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11045

COUNTY NATIONAL BANK

00-1375-CD

VS.

CALDWELL, JOHN T.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 11, 2001, AT 1:56 PM O'CLOCK A LEVY WAS TAKEN ON THE
PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, AUGUST 3, 2001, AT 10:00 AM.

HAVE A LETTER WITH COURT ORDER ATTACHED THAT PROPERTY IS TO BE
POSTED AND ADVERTISED AND THAT WRIT DOES NOT NEED TO BE
PERSONALLY SERVED UNLESS DEFENDANT CAN BE FOUND

NOW, AUGUST 3, 2001, A SALE WAS HELD ON THE PROPERTY OF THE
DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE
DOLLAR (\$1.00) PLUS COSTS.

NOW, AUGUST 13, 2001, RECEIVED PETITION FOR VACATING SALE AND
OPENING JUDGMENT. PETITION WAS FILED BY RICHARD A. BELL, ESQ., FOR
JOHN T. CALDWELL.

NOW, AUGUST 17, 2001, RECEIVED PLAINTIFF CHECK #153742 IN THE AMOUNT
OF TWO THOUSAND TWO DOLLARS AND SIXTY-FIVE CENTS (\$2,002.65) FOR
COSTS DUE ON SALE.

NOW, SEPTEMBER 12, 2001, RECEIVED A PHONE CALL FROM PETER SMITH,
ATTORNEY FOR PLAINTIFF, THAT AN AGREEMENT HAS BEEN REACHED WITH
DEFENDANTS, DEED IS TO BE FILED AND COSTS PAID.

NOW, SEPTEMBER 12, 2001, RETURN WRIT AS A SALE BEING HELD WITH
THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE (\$1.00) DOLLAR
PLUS COSTS. PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING
REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$185.08

SURCHARGE \$ 20.00

PAID BY PLAINTIFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11045

COUNTY NATIONAL BANK

00-1375-CD

VS.

CALDWELL, JOHN T.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

FILED

SEP 12 2001

O. J. Innocent

William A. Shaw
Prothonotary

[Signature]

Sworn to Before Me This

12th Day Of September 2001
[Signature]

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

So Answers,

[Signature]
by Margaret H. Pratt
Chester A. Hawkins
Sheriff

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

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

E-mail
pfsatty@mail.csrlink.net

May 14, 2001

Chester A. Hawkins, Sheriff
Attention: Peggy
Clearfield County Courthouse
Clearfield, PA 16830

HAND DELIVER

Re: CNB v Caldwell
No. 2001-1375-CD

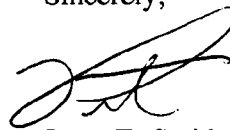
Dear Peggy:

I enclose an Order which Judge Reilly entered on May 10, 2001. It permits special service of the Writ in the execution against Mr. Caldwell's real estate.

You will see that the property is to^{be} advertised and posted as usual. However, the Writ need not be personally served upon Mr. Caldwell—unless you can find him. Certified copies of the Writ are to be sent to him at the two addresses stated in the Order.

I understand that he does return to town some weekends. I heard that he is careful to park his car behind the house and has his friends park behind the house too. The Deputies might want to take a closer look at the residence some evening.

Sincerely,



Peter F. Smith

PFS:msc
Enclosure

COPY

CNB
COUNTY NATIONAL BANK
P.O. BOX 42
CLEARFIELD, PA. 16830-0042
MEMBER FDIC

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

No. 153742

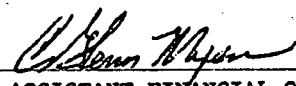
08/16/2001

INVOICE NO.	DESCRIPTION	ACCOUNT NO.	AMOUNT
1101	CNB VS JOHN T. CALDWELL	76102220 1101	2,002.65

TO CHESTER HAWKINS

EXPENSE ACCOUNT

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

CNB COUNTY NATIONAL BANK P.O. BOX 42 CLEARFIELD, PA. 16830-0042 0313 MEMBER FDIC		153742
08/16/2001		22-1676 960
PAY	***2,002* DOLLARS 65 CENTS***	***2,002.65*
TO THE ORDER OF		
CHESTER HAWKINS SHERIFF OF CLEARFIELD CO		COUNTY NATIONAL BANK EXPENSE ACCOUNT
PAYABLE THRU FIRSTAR BANK OF MINNESOTA, N.A. ST. PAUL, MN		 ASSISTANT FINANCIAL OFFICER AND CONTROLLER
⑈ 153742 ⑈ ⑈ 096016765⑈ 0140010371017 ⑈		

COPY

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, AUGUST 6, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 3rd day of AUGUST 2001, I exposed the within described real estate of JOHN T. CALDWELL

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

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		1.00
LEVY		15.00
MILEAGE		1.00
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		3.00
ADD'L LEVY		
BID AMOUNT		1.00
RETURNS/DEPUTIZE		
COPIES		10.00
BILLING - PHONE - FAX		10.00
TOTAL SHERIFF COSTS	\$	185.08

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		

TOTAL DEED COSTS

\$ 20.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 14,637.58
INTEREST DUE TO 9-26-00	445.14
INTEREST ACCRUING AFTER 9-26-00 AT \$3.709237 PER DAY	
TO BE ADDED	
TOTAL DEBT & INTEREST	\$ 15,082.72

COSTS:

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING		237.66
LATE CHARGES & FEES		10.00
TAXES-Collector	2001 SCHOOL TAXES	599.91
TAXES-Tax Claim		
COSTS OF SUIT-To Be Added		
LIST OF LIENS		140.00
MORTGAGE SEARCH		
ACKNOWLEDGEMENT		
DEED COSTS		20.50
ATTORNEY COMMISSION		1,586.00
SHERIFF COSTS	\$	185.08
LEGAL JOURNAL AD		76.50
REFUND OF ADVANCE		
REFUND OF SURCHARGE		
PROTHONOTARY	\$	147.00

TOTAL COSTS

\$ 3,002.65

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

Chester A. Hawkins, Sheriff

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