

00-1376-CD
COUNTY NATIONAL BANK -vs- ROGER C. SWATSWORTH etux

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HEALTH CARE POWER OF ATTORNEY

JOHN THOMAS HOFFMAN

FILED

NOV 07 2000
3:36 PM
William A. Shaw
Prothonotary

Smith
pd \$80.00
Dec 14 Smith

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.

ROGER C. SWATSWORTH and
MARILYN D. SWATSWORTH,
husband and wife,

Defendants

No. ~~2000~~-1376-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-
	:	
ROGER C. SWATSWORTH and	:	
MARILYN D. SWATSWORTH,	:	
husband and wife,	:	
Defendants	:	

NOTICE TO DEFEND

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

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

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

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	
vs.	:	No. 2000-
	:	
ROGER C. SWATSWORTH and	:	
MARILYN D. SWATSWORTH,	:	
husband and wife,	:	
Defendants	:	

COMPLAINT TO FORECLOSE MORTGAGE

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

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

2. The names of the Defendants are **ROGER C. SWATSWORTH** and **MARILYN D. SWATSWORTH**, husband and wife, whose last known address is RR 2, Box 126c, Curwensville, Pennsylvania, 16833.

3. The parcel of real estate subject to this action has an address of RD 1, Box 281R, Route 879, Pike Township, Clearfield County, Pennsylvania, more particularly described as follows:

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

BEGINNING at a point on the easterly line of the right-of-way of Route 879 (formerly U.S. Route 322) leading from Curwensville to Grampian; thence along land now or formerly of E.M. Hayes, et al., South seventy-two degrees twenty minutes East (S 72° 20' E) one hundred ninety-six (196) feet to a point; thence along land now or formerly of the Pennsylvania Railroad South two hundred (280) feet to a point; thence along land now or formerly of I.B. Norris Estate South forty-two degrees ten minutes West (S 42° 10' W) eight hundred ten (810) feet to a point; thence along land now or formerly of the Pennsylvania Railroad South seventy-six degrees fifteen minutes West (S 76° 15' W) ninety-five (95) feet to a point on the easterly line of the right-of-way of Route 879 (formerly U.S. Route 322); thence along the line of the right-of-way of Route

879 (formerly U.S. Route 322) in a northeasterly direction seven hundred forty-three (743) feet to a point; thence along line of the right-of-way of Route 879 (formerly U.S. Route 322) North fourteen degrees twenty-eight minutes East (N 14° 28' E) two hundred seventy-five (275) feet to a point and place of BEGINNING.

Tax Map Number 126-H10-63.2.

BEING the same property conveyed to Roger C. Swatsworth and Marilyn D. Swatsworth by deed recorded in Clearfield County by deed recorded in Record Volume _____ Page _____.

4. Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated November 3, 1995, for principal debt of \$27,816.00, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1715, Page 443. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendants also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligations to pay the \$27,816.00 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. Plaintiff has not assigned this mortgage or note.

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

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

9. On or about June 20th of 2000, Defendants failed to make the full monthly payment of \$312.88, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$1,580.94 as of June 8, 2000.

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

12. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of June 8, 2000, are as follows:

a)	Balance	\$18.527.07
b)	Late Charge	\$ 94.82
c)	Interest Due to 6/8/00	\$ 79.71
d)	Interest accruing after 6/8/00 at \$5.8372960 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
PRELIMINARY TOTAL		\$19,319.10
FINAL TOTAL		\$ _____

13. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., counsel for Plaintiff sent letters to the Defendants by Certified Mail on September 28, 2000, at their last known address advising them of this default and their rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

14. The notice was returned with "Unclaimed" marked on the front of the envelope. The original envelope is attached hereto and incorporated herein by reference as Exhibit D.

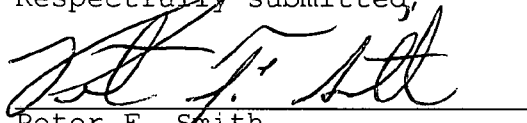
15. The notices were then resent by U.S. Mail on October 18, 2000.

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

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

Dated: 11-7-00

Respectfully submitted,


Peter F. Smith
Attorney for Plaintiff

THIS MORTGAGE, dated

November 3, 1995

is between the mortgagor(s), Roger C. Swatsworth and Marilyn D. Swatsworth
of R.R. #2, Box 126C, Curwensville, Pennsylvania, 16833,

X

~~corporation, partnership, or individual~~

~~organized and existing under the laws of the State of~~

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

COUNTY NATIONAL BANK, Clearfield, Pennsylvania 16830

(called "Lender").

As used in this Mortgage,

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

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

R.D.1, Box 281R, Route 879, Curwensville, PA, 16833,
more fully described on attached "Exhibit A"

with Uniform Parcel Identifier (i.e., Tax Parcel Number): 126-H10-63.2

B. **OBLIGATIONS SECURED BY THIS MORTGAGE.** As used in this Mortgage, "Obligations" means any and all of the following:

- the liabilities and obligations of Debtor and/or Owner to Lender arising out of a ☒ note; ☐ surety agreement; ☐ other (describe) _____; dated 11-3, 19 95

in the amount of Twenty-Seven Thousand Eight Hundred Sixteen and 00/100 Dollars (\$ 27,816.00), (called the "Instrument"), plus interest and costs as provided therein, and/or any modifications or extensions and any other instrument or agreement that may be substituted therefor;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Debtor and/or Owner fails to make any payment on the Instrument as and when due or on demand;

2. Debtor and/or Owner fails to pay or perform any of the Obligations as and when due; or

3. Any warranty or representation or covenant or agreement contained in this Mortgage, in the Instrument, or in any document or instrument evidencing any of the Obligations, is breached.

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

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

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

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

4. Enter into possession of the Property, with or without legal action, and collect all rents, issues, profits and insurance proceeds which Owner hereby assigns to Lender as additional security for the Obligations.

5. At its sole discretion, lease and, at any time and from time to time, on 10 days prior written notice to Owner, which notice Owner acknowledges is commercially reasonable, sell or otherwise dispose of the Property, in whole or in part.

6. After deducting all costs of collection, apply the rents, issues, profits and proceeds of sale of the Property to the payment of taxes, water and sewer rents, insurance premiums and all other charges, and then apply the balance to the Obligations, in such order and amounts as Lender, in Lender's sole discretion, may elect.

G. **WAIVERS.** Owner hereby waives and releases all benefit and relief from any and all appraisal, stay and exemption laws of any state now in force or hereafter passed, either for the benefit or relief of Owner, or limiting the balance due to a sum not in excess of the amount actually paid by a purchaser of the Property at a sale thereof in any judicial proceedings on this Mortgage, or exempting the Property or any other real property or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or any process.

H. **CONSENT.** Owner hereby consents: to the extension of the time for payment of the Instrument, this Mortgage or any Obligations; to any compromise or settlement with Debtor or any Owner; to any waiver or failure by Lender to enforce any rights against any person or property; or to any other action which might or could release Owner and/or Debtor from liability.

I. **NOTICE.** Any notice required to be given to Lender shall be personally served at Lender's address shown above. Any notice required to be given to Owner may, unless otherwise required by law, be sent by ordinary first class mail addressed to Owner's last known mailing address shown on Lender's books and records. Such notice shall be deemed received as of the next business day after mailing.

J. **RELEASE.** Lender may release any part of the Property without affecting the lien of this Mortgage on the remainder of the Property for the Obligations then remaining unpaid.

BUT ALWAYS PROVIDED, nevertheless, that if this Mortgage and the Obligations it secures are paid and performed in full in the manner provided in the Instrument and in the Obligations, then this Mortgage shall end and become void.

The rights and remedies of Lender provided in this Mortgage, in the Instrument and in the Obligations shall be cumulative and concurrent. They may be pursued singly, successively, or together against Owner and the Property, at the sole discretion of Lender. The failure of Lender to exercise any right or remedy shall not be construed as a waiver or release of that or any other right or remedy. The words "Debtor," "Owner" and "Lender" shall be deemed and construed to include their respective heirs, personal representatives, successors and assigns. If there is more than one Owner, the obligations of each shall be joint and several. This Mortgage shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. The unenforceability or invalidity of any provision of this Mortgage shall not render any other provision unenforceable or invalid.

OWNER HAS DULY EXECUTED THIS MORTGAGE under seal on the date indicated on the front.

Witness: [Signature] Owner: [Signature] (SEAL)
Owner: [Signature] (SEAL)
By or Attest: [Signature] (SEAL)
(Assistant) Secretary

(Affix Corporate Seal Here)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF CLEARFIELD

On this, the 3rd day of November, 19 95, before me, the subscriber, a notary public of the above State, personally appeared Roger C. Swatsworth & Marilyn D. Swatsworth, known or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the above Mortgage, who acknowledged that they executed the same as their voluntary act and deed and desired it to be recorded as such, or who acknowledged himself/herself/themselves to be the (Vice) President(s) of the Owner (if a Corporation) or General Partner(s) of the Owner (if a Partnership) and that, being authorized so to do, he/she/they executed the above Mortgage as and for the act and deed of the Corporation or Partnership, as applicable, by signing the name of the Corporation or Partnership by himself/herself/themselves as (Vice) President(s) or General Partner(s) and causing the Corporation seal, if applicable, to be applied thereto, and desired it to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

Notarial Seal
John A. Ayres, Jr., Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 20, 1999

Notary Public

My commission expires:

I hereby certify that the precise address of the within named Mortgagee, County National Bank

is corner of Market & 2nd Streets, Clearfield, Pennsylvania, 16830.

[Signature]
Officer on behalf of Mortgagee

BANCORPUS FORM PA 183 (9/90)

Recorder: Please return this Mortgage to:

Mortgagee

COUNTY NATIONAL BANK

TO

Mortgagor(s)

ROGER C. SWATSWORTH &
MARILYN D. SWATSWORTH

MORTGAGE

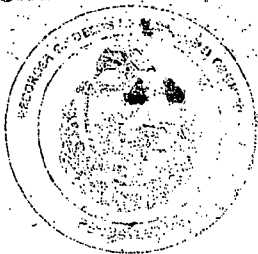
Entered of Record Nov 3 19 95 10:48A Karen L. Garak, Recorder

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

BEGINNING at a point on the easterly line of the right-of-way of Route 879 (formerly U.S. Route 322) leading from Curwensville to Grampian; thence along land now or formerly of E. M. Hayes, et al., South seventy-two degrees twenty minutes East (S 72° 20' E) one hundred ninety-six (196) feet to a point; thence along land now or formerly of the Pennsylvania Railroad South two hundred (280) feet to a point; thence along land now or formerly of I. B. Norris Estate South forty-two degrees ten minutes West (S 42° 10' W) eight hundred ten (810) feet to a point; thence along land now or formerly of the Pennsylvania Railroad South seventy-six degrees fifteen minutes West (S 76° 15' W) ninety-five (95) feet to a point on the easterly line of the right-of-way of Route 879 (formerly U.S. Route 322); thence along the line of the right-of-way of Route 879 (formerly U.S. Route 322) in a northeasterly direction seven hundred forty-three (743) feet to a point; thence along line of the right-of-way of Route 879 (formerly U.S. Route 322) North fourteen degrees twenty-eight minutes East (N 14° 28' E) two hundred seventy-five (275) feet to a point and place of BEGINNING.

BEING the same premises which Ervan L. Isanhart and Leora M. Isanhart by Deed dated July 17, 1993, and recorded in Clearfield County Deeds and Records Book Volume 1561, Page 575, granted and conveyed to Roger C. Swatsworth and Marilyn D. Swatsworth, the Mortgagors herein.

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




Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:48 AM 11-3-95
BY *John Ayres*
FEES 1.350
Karen L. Starck, Recorder

EXHIBIT "A"

195-38-1791

Roger C. Swatsworth Marilyn D. Swatsworth R.R. 2 Box 126C Curwensville, PA 16833-9576	 COUNTY NATIONAL BANK CLEARFIELD, PA	Loan Number _____ Date <u>November 3, 1995</u> Maturity Date _____ Loan Amount \$ <u>27,816.00</u> Renewal Of _____
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of twenty-seven thousand eight hundred sixteen and no cents Dollars \$ 27,816.00

☒ **Single Advance:** I will receive all of this principal sum on 11-3-95. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____.

☐ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from 11-3-95 at the rate of 11.50 % per year until first change date of Oct. 3, 2000.

☒ **Variable Rate:** This rate may then change as stated below.

☒ **Index Rate:** The future rate will be 2.75% over the following index rate: the Chase Manhattan Bank, N.A. prime rate

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ **Frequency and Timing:** The rate on this note may change as often as every 60 months. A change in the interest rate will take effect on the same day.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐

ACCURAL METHOD: Interest will be calculated on a actual/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to the Chase Manhattan Bank, N.A. prime rate plus 2.75% fluctuating

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% of the late payment.

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above:

PAYMENTS: I agree to pay this note as follows:

☐ **Interest:** I agree to pay accrued interest _____

☐ **Principal:** I agree to pay the principal _____

☒ **Installments:** I agree to pay this note in 120 payments. The first payment will be in the amount of \$ 391.08 and will be due ~~12-30-95~~ 11-20-95. A payment of \$ 391.08 will be due on the 20th of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due ~~10-20-2005~~ 10-20-2005.

PURPOSE: The purpose of this loan is refinance

CONFESSION OF JUDGMENT: By signing immediately below, I agree to the section on page 2 confessing judgment.

x Roger Swatsworth x [Signature] x _____

ADDITIONAL TERMS:

ADDITIONAL TERMS OF THE NOTE

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

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

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

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

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

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

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

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

"Right to receive money from you" means:

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

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

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

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

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become

insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

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

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

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

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

WAIVER - I give up my rights to require you to do certain things. I will not require you to:

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

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

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

CONFESSION OF JUDGMENT - If agreed on page 1, then in addition to your remedies listed herein, I authorize the prothonotary or clerk or any attorney, in the event of my default, to appear in any court of record having jurisdiction over this matter and to confess judgment. The confession of judgment may be without process, against me, in favor of you, for any unpaid principal, accrued interest and accrued charges due on this agreement, together with collection costs including reasonable attorney's fees.

SECURITY INTEREST: I give you a security interest in all of the Property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the Property), wherever the Property is or may be located, and all proceeds and products from the Property.

☒ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

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

☐ **Farm Products:** All farm products including, but not limited to:

(a) all poultry and livestock and their young, along with their products, produce and replacements;

(b) all crops, annual or perennial, and all products of the crops; and

(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:

(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and

(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ The secured property includes, but is not limited by, the following:

Mortgage on commercial building - Route 879 Curwensville, PA 16833

Deed Book 1561 Page 575

Map Ref. 126-H10-63.2

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the description of the real estate is:

The Property will be used for a ☐ personal ☐ business ☐ agricultural ☐ _____ purpose.

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


ROGER C. SWATSWORTH


MARILYN D. SWATSWORTH

SIGNATURE FOR LENDER



UNIVERSAL NOTE AND SECURITY AGREEMENT

© 1984, 1991 BANKERS SYSTEMS, INC., ST. CLOUD, MN (1-800-397-2341) FORM UNS-PA 4/13/92

(page 1 of 2)

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent; (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1. I agree to inform you in writing of any change of my address.

FILING - A carbon, photographic or other reproduction of this security agreement or the financing statement covering the Property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not contain my signature, covering the Property secured by this agreement.

Any person who signs within this box does so to give you a security interest in the Property described on page 1. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed _____

PROPOSED ACCOMMODATION

09/08/95

Borrower: Roger C. & Marilyn D. Swatsworth

Type:

Address: R.R. 2, Box 126C, Curwensville, PA 16833

Proprietorship

Tax ID#195-38-1791

Business Activity: Swatsworth Monuments and
Swatsworth Trophies

Officer Risk Rating 3

Small Business X Farming Activity

Principals: borrowers

Guarantors: N/A

Loan Officer: Ronald E. Billotte

Amount and Type: \$27,816 term

Purpose: debt consolidation

Recommendation: approve as presented

Balances: N/A

Pricing:

Rate: Prime + 2.75% (5 year ARM)

Fees: N/A

Repayment:

Terms: 120 months (est. payment \$391)

Maturity: September 2005

Primary Source: cash flow from business

Secondary Source: liquidation of collateral

<u>Collateral:</u>	Type	Valuation/Source and Date
R.R. 1, Box 281R (Pike Township) Curwensville, PA	1st mtge	\$47,700 Provost 11/04/93
Equipment & Inventory	UCC-1 lien	

Conditions: N/A

Total Exposure: \$27,816

EXPOSURE

Proposed	<u>Borrower</u>	<u>Type</u>	<u>Original Amount</u>	<u>Funded</u>	<u>Unfunded</u>	<u>Collateral</u>
	Roger C. & Marilyn D. Swatsworth	term	\$27,816	\$27,816		Comm. R.E. Equip./Inv.
	Sub-Total			<u>\$27,816</u>	<u>\$</u>	

Existing

Total				<u>\$27,816</u>	<u>\$</u>	
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Key Financial Highlights:

Period Ending

Revenues

Net Income (Loss)

Depreciation


Current Ratio

Debt to Worth

Comments: Roger Swatsworth contacted me about consolidating his two loans to reduce his monthly debt obligation and improve his cash flow as his business is experiencing a down trend. Consolidating the two existing loans will reduce his monthly payment about \$334 and annual debt service by approximately \$4,000.

Loan value to appraised value is 62%.

Approved By:

 #71

Date:

9/11/95

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): Roger C. Swatsworth
 Marilyn D. Swatsworth

PROPERTY ADDRESS: RR 1, Box 281R (Pike Township)
 Curwensville PA 16833

LOAN ACCT. NO.: #950423 note #3

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: RR 1, Box 281R (Pike Township)
Curwensville, PA 16833

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	-	\$312.88
July 2000	-	\$319.08
August 2000	-	\$319.08
September 2000	-	\$319.08

Other Charges (explain/itemize):

Late Fees	-	\$94.82
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TOTAL AMOUNT PAST DUE: \$ 1,580.94

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 \$1,580.94, 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 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:

Roger and Marilyn D.
Swatsworth
RR 2 Box 126C
Curdensville, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) _____ B. Date of Delivery _____

C. Signature _____ ☐ 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

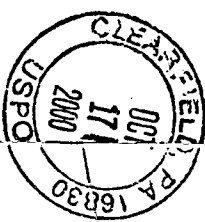
2. Article Number (Copy from service label)

7000 0660 0023 1117 2745

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789



CERTIFIED MAIL



7000 0600 0023 1117 2745

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
POST OFFICE BOX 130
CLEARFIELD, PENNSYLVANIA 16830



REASON CHECKED
Unclaimed _____
Unknown _____
Insufficient address _____
Moved, Left no address _____
Returning Order _____
Refused _____
NAME 9-30
1st Notice 10-5
2nd Notice 10-15
Return _____



U.S. POSTAGE
CLEARFIELD, PA
SEP 29 1989
AMOUNT

\$3.20
00039240-04

0000

Return
1st Notice
2nd Notice

Roger C. and Marilyn D. Swatsworth
R.R. 2 Box 126C
Clearfield, PA 16830

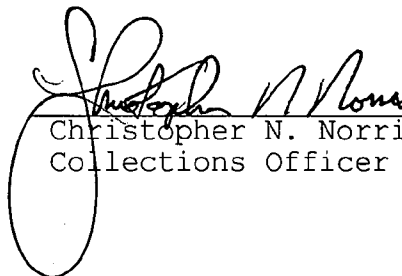
**RETURN RECEIPT
REQUESTED**

EXHIBIT D

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.

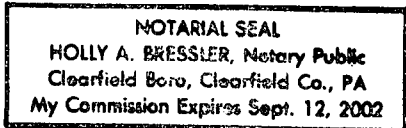


Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 10th
day of November, 2000.



Notary Public



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10378

COUNTY NATIONAL BANK

00-1376-CD

VS.

SWATSWORTH, ROGER C. & MARILYN D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 9, 2000 AT 9:40 AM EST SERVED WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARILYN D. SWATSWORTH, DEFENDANT AT RESIDENCE, RR# 2, BOX 126C, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROGER SWATSWORTH, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEROF.

SERVED BY: DAVIS/MORGILLO

NOW NOVEMBER 9, 2000 AT 9:40 AM EST SERVED WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROGER C. SWATSWORTH, DEFENDANT AT RESIDENCE, RR#2, BOX 126C, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROGER C. SWATSWORTH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
44.09	SHFF. HAWKINS PAID BY: PLFF.
20.00	SURCHARGE PD. BY: PLFF.

FILED

DEC 13 2000

0111:04

William A. Shaw
Prothonotary

RK

Sworn to Before Me This

13th Day Of December 2000

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

So Answers,

Chester A. Hawkins
by Marilyn D. Hawkins
Chester A. Hawkins
Sheriff

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2000-1376-CD

VS

ROGER C. SWATSWORTH and
MARILYN D. SWATSWORTH,
husband and wife, Defendants

CERTIFICATE OF ADDRESS

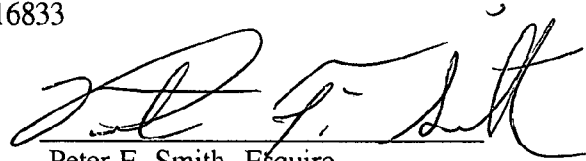
I, Peter F. Smith, attorney for County National Bank, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and the last known address of Roger C. Swatsworth and Marilyn D. Swatsworth, Defendants hereto are:

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

Defendants: Roger C. Swatsworth
Marilyn D. Swatsworth
RR 2, Box 126C
Curwensville, PA 16833

Date:

1/2/01



Peter F. Smith, Esquire
Attorney for County National Bank

FILED

JAN 04 2001

William A. Shaw
Prothonotary

FILED

JAN 04 2001

035110cc
William A. Shaw
Prothonotary

WAS

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

COUNTY NATIONAL BANK,

Plaintiff

No. 2000-1376-CD

VS

85
65
ROGER C. SWATSWORTH and MARILYN D.
SWATSWORTH, husband and wife,
Defendants

PRAECIPE TO ENTER DEFAULT JUDGMENT

To: William A. Shaw, Prothonotary:

Dear Sir:

1. More than 20 days have elapsed since service on ROGER C. SWATSWORTH and MARILYN D. SWATSWORTH, Defendants and they have failed to file a responsive pleading.

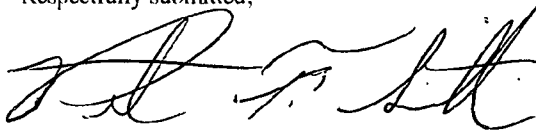
2. Plaintiff's counsel sent the notice required by PA R.C.P. 237.1, to Defendants more than 10 days ago, and neither of them has filed an answer or responsive pleading.

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 Defendants as follows:

a)	Balance	\$18,527.07
b)	Late Charge	94.82
c)	Interest Due to 9/26/00	79.71
d)	Interest accruing after 9/26/00 at \$8.8372960 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
PRELIMINARY TOTAL		\$19,319.10
FINAL TOTAL		\$ _____

Respectfully submitted,



Peter F. Smith, Attorney for Plaintiff

Date:

1-2-01

FILED

JAN 04 2001

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

No. 2000-1376-CD

ROGER C. SWATSWORTH and
MARILYN D. SWATSWORTH, husband
and wife,
Defendants

TO: Roger C. Swatsworth
Marilyn D. Swatsworth
RR 2, Box 126c
Curwensville, PA 16833

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 JANUARY 2, 2001.

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

Date: December 19, 2000



Peter F. Smith
Attorney for Plaintiff

FILED

Notice

01/31/01
JAN 4 2001

Atty pd.

20.00

William A. Shaw
Prothonotary

Notice to ~~File~~ Defendant

Statement to Plff



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

COUNTY NATIONAL BANK,
Plaintiff

No. 2000-1376-CD

COPY

vs

ROGER C. SWATSWORTH and
MARILYN D. SWATSWORTH.
husband and wife.

Defendants

Notice is given that a judgment has been entered of record in Clearfield County against Roger C. Swatsworth and Marilyn D. Swatsworth, husband and wife, and in favor of the Plaintiff, plus interest and costs \$_____.

Prothonotary

By _____, Deputy

Rule of Civil Procedure No. 236

COPY

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

County National Bank
Plaintiff(s)

No.: 2000-01376-CD

Real Debt: \$19,319.10

Atty's Comm:

Vs.

Costs: \$

Int. From:

Roger C Swatsworth
Marilyn D. Swatsworth
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 4, 2001

Expires: January 4, 2006

Certified from the record this 4th day of January, 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

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

ROGER C. SWATSWORTH and
MARILYN D. SWATSWORTH,
husband and wife,
Defendants

No. 2000-1376-CD

FILED

JAN 04 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:
Roger C. Swatsworth
Marilyn D. Swatsworth
2. Property owned by the Defendants as follows:

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

BEGINNING at a point on the easterly line of the right-of-way of Route 879 (formerly U.S. Route 322) leading from Curwensville to Grampian; thence along land now or formerly of E.M. Hayes, et al., South seventy-two degrees twenty minutes East (S 72 degrees 20' E) one hundred ninety-six (196) feet to a point; thence along land now or formerly of the Pennsylvania Railroad South two hundred (280) feet to a point; thence along land now or formerly of I.B. Norris Estate South forty-two degrees ten minutes West (S 42 degrees 10' W) eight hundred ten (810) feet to a point; thence along land now or formerly of the Pennsylvania Railroad South seventy-six degrees fifteen minutes West (S 76 degrees 15' W) ninety-five (95) feet to a point on the easterly line of the right-of-way of Route 879 (formerly U.S. Route 322); thence along the line of the right-of-way of Route 879 (formerly U.S. Route 322) in a northeasterly direction seven hundred forty-three (743) feet to a point; thence along line of the right-of-way of Route 879 (formerly U.S. Route 322) North fourteen degrees twenty-eight minutes East (N 14 degrees 28' E) two hundred seventy-five (275) feet to a point and place of BEGINNING.

Tax Map Number 126-H10-63.2.

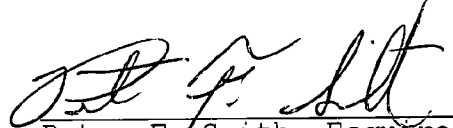
BEING the same property conveyed to Roger C. Swatsworth and Marilyn D. Swatsworth by deed recorded in Clearfield County Record Volume _____ Page _____.

3. Amounts Due:

a)	Balance	\$18,527.07
b)	Late Charge	\$ 94.82
c)	Interest accrued to 9/26/00	\$ 79.71
d)	Interest accruing from 09/26/00 at \$8.8372960 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ <u>120.00</u>
f)	Attorney's fees	\$ _____

PRELIMINARY TOTAL	\$19,319.10
FINAL TOTAL	\$ _____

Dated: 1-5-01


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

RECEIVED
JAN 10 2001
CLEARFIELD COUNTY
CLERK OF ORPHANS
OFFICE

FILED

01/14/00

JAN 14 2001

01/14/00

William A. Shaw

Prothonotary

Smith

\$20.00

Levitts to Smith

[Signature]

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

County National Bank,

Vs.

NO.: 2000-01376-CD

Roger C Swatsworth ,
Marilyn D. Swatsworth ,

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due COUNTY NATIONAL BANK, , Plaintiff(s) from ROGER C SWATSWORTH , MARILYN D. SWATSWORTH , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Notice
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$19,319.10
INTEREST
PROTH. COSTS \$
ATTY'S COMM \$
DATE 01/05/2001

PAID \$120.00
SHERIFF \$
OTHER COSTS \$



William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Peter F. Smith, Esquire

Sheriff

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

COUNTY NATIONAL BANK ,
Plaintiff
vs.
ROGER C. SWATSWORTH and
MARILYN D. SWATSWORTH,
husband and wife,
Defendants
No. 2000-1376-CD

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, certify that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE REQUIRED BY PA.R.C.P. 3129** on the following parties at the following addresses on January 17, 2001:

Bankers Insurance Company
Liberty Bail Bonds, Inc.
911 Penn Avenue-4th Floor
Pittsburgh, PA 15222

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

Commonwealth of Pennsylvania
Department of Labor & Industry
1700 Labor and Industry Building
Harrisburg, PA 17120

Associated Memorials
560 Graniteville Road
Graniteville, VT 05654

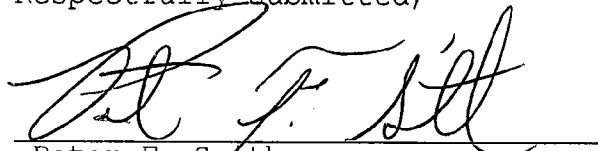
FILED

JAN 19 2001

01/21/25/01
William A. Shaw
Prothonotary

no c/c E

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Date: January 18, 2001

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

County National Bank,

Vs.

NO.: 2000-01376-CD

Roger C Swatsworth ,
Marilyn D. Swatsworth ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due COUNTY NATIONAL BANK, , Plaintiff(s) from ROGER C SWATSWORTH , MARILYN D. SWATSWORTH , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Notice
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$19,319.10
INTEREST
PROTH. COSTS \$
ATTY'S COMM \$
DATE 01/05/2001

PAID \$120.00
SHERIFF \$
OTHER COSTS \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 5th day
of January A.D. 2001
At 9:45 A.M./P.M.

Chester A. Hankins
Sheriff by Margaret H. Pitt

Requesting Party: Peter F. Smith, Esquire

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10574

COUNTY NATIONAL BANK

00-1376-CD

VS.

SWATSWORTH, ROGER C. 00-1376-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 19, 2001, AT 11:33AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

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

NOW, JANUARY 19, 2001, AT 11:33 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ROGER SWATSWORTH, DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #2, BOX 126C, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, 16833, BY HANDING TO ROGER SWATSWORTH, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JANUARY 19, 2001, AT 11:33 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ROGER SWATSWORTH, HUSBAND OF MARILYN D. SWATSWORTH, DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #2, BOX 126C, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, 16833, BY HANDING TO ROGER SWATSWORTH, HUSBAND OF MARILYN D. SWATSWORTH, DEFENANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MARCH 2, 2001, RECEIVED CALL FROM PETER SMITH'S OFFICE, ATTORNEY FOR THE PLAINTIFF, THAT DEFENDANTS PAID FIVE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS AND NINETY-SIX CENTS (\$5,182.96) TO CURE DEBT. SALE IS TO BE CANCELLED, LETTER TO FOLLOW.

NOW, APRIL 3, 2001, RECEIVED LETTER THAT WRIT IS TO BE RETURNED AND MARKED DISCONTINUED.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10574

COUNTY NATIONAL BANK

00-1376-CD

VS.

SWATSWORTH, ROGER C. 00-1376-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 3, 2001, RETURN WRIT AS NO SALE HELD, SALE WAS DISCONTINUED
PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE
ATTORNEY.

SHERIFF HAWKINS \$260.98

SURCHARGE 40.00

PAID BY ATTORNEY

Sworn to Before Me This

3rd Day Of April 2001
William A. Shaw

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

So Answers,

Chester A. Hawkins
By Margaret H. Pratt
Chester A. Hawkins
Sheriff

FILED

APR 03 2001

019108

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2000-1376-CD

vs.

ROGER C. SWATSWORTH and
MARILYN D. SWATSWORTH, husband
and wife,
Defendants

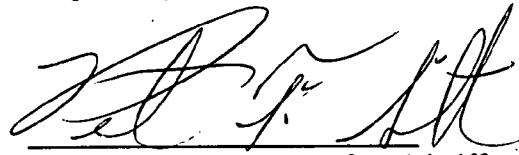
PRAECIPE TO DISCONTINUE

TO: Chester A. Hawkins, Sheriff

Dear Sir:

Please return the Writ of Execution issued in this matter to the Prothonotary and direct him to mark the case "**DISCONTINUED.**"

Respectfully submitted,



Peter F. Smith, Attorney for Plaintiff

Date: April 3, 2001

COPY

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

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

to public venue or outcry at which time and place I sold the same to _____ he/she being the highest bidder, for the sum of \$ _____ and made the following appropriations, viz:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	3.12
LEVY	15.00
MILEAGE	3.12
POSTING	15.00
CSDS	10.00
COMMISSION 2%	103.66
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING	2.00
TOTAL SHERIFF COSTS	\$ 260.48

DEED COSTS:

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

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 18,527.07
INTEREST ACCURED TO 9-26-00	679.71
INTEREST 9-26-00 @8.8372960 PER DAY TO BE ADDED	

TOTAL DEBT & INTEREST

\$

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	
ADVERTISING	267.24
LATE CHARGES & FEES	
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	120.00
LIST OF LIENS	
MORTGAGE SEARCH	135.00
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	260.98
SHERIFF COSTS	83.25
LEGAL JOURNAL AD	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	

TOTAL COSTS

\$ 866.47

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

COPY