

01-515-CD

COUNTY NATIONAL BANK

v

DANIEL F. HULLHEN

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

COUNTY NATIONAL BANK, : No. 2001-515-CO
Plaintiff : Type of Case:
vs. : **FORECLOSURE**
DANIEL E. HULLIHEN, : Type of Pleading:
Defendant : **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

APR 10 2001

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 2001-
: :
DANIEL E. HULLIHEN, :
: :
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
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

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

COUNTY NATIONAL BANK, :
Plaintiff :
: :
vs. : No. 2001-
: :
DANIEL E. HULLIHEN, :
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 Daniel E. Hullihen, whose last known address is RD 2, Box 294, Curwensville, PA 16833-9102.

3. The parcel of real estate subject to this action has an address of RD 2, Box 294, Curwensville, Chest Township, Clearfield County, Pennsylvania more particularly described as follows:

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

17 Acres in Fee; being Parcel No. 109-E15-49.

BEING the same premises conveyed to Daniel H. Hullihen by deed dated January 21, 1997 and recorded in Clearfield County Deed Book 1816, Page 608.

4. The Defendant mortgaged the property described above to County National Bank, Plaintiff, by instrument dated December 30, 1997, for principal debt of \$14,686.37, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1897, Page 393. 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 \$14,686.37 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. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.

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

8. On or about November 28th of 2000, the Defendant failed to make the full monthly payment of \$370.58, and at no time since then have all monthly payments been made which constitutes a default.

9. After crediting all amounts paid by the Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$2,447.93 as of April 5, 2001.

10. 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.

11. 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 April 5, 2001, are as follows:

a)	Balance	\$ 5,911.39
b)	Late Charge	\$ 589.23
c)	Interest Due to 4/05/01	\$ 25.34
d)	Interest accruing after 4/05/01 at \$1.5833038 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
	PRELIMINARY TOTAL	\$ 6,525.96
	FINAL TOTAL	\$ _____

12. 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., County National Bank sent a letter to the Defendant by Certified Mail on February 20, 2001,

at his last known addresses advising him of his 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 C.

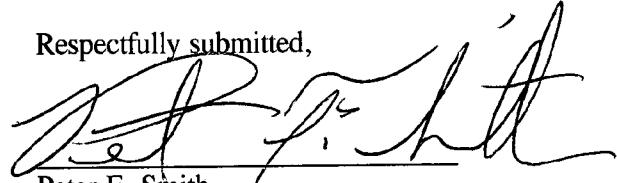
13. The defendant did not sign for certified mail. Thereafter, Plaintiff's counsel sent the notices to the Defendant at his last known address by First Class Mail, Postage Prepaid with the return address of Plaintiff's counsel on the envelope, and said mail was not returned by the postal service. A true and correct copy of said envelope is attached hereto and incorporated herein by reference as Exhibit D.

14. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendant has asserted his rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 11 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Dated: 4-10-01

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA

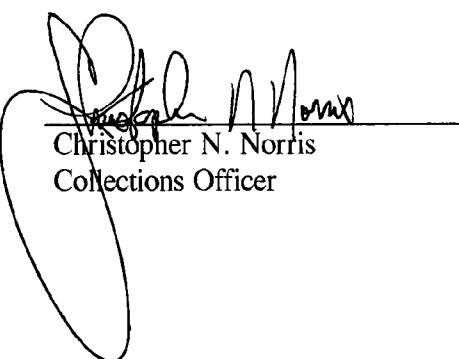
: SS

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

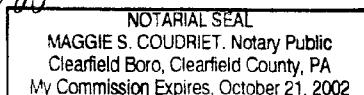
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 10th
day of April, 2001.



Maggie S. Coudriet

Notary Public



THIS MORTGAGE made this 30. TH., day of DECEMBER., 19. 97., between
 DANIEL E. HULLIHEN
 residing at: RD. 2. BOX. 294, CURWENSVILLE, PA. 16833-9102
 (hereinafter, whether one or more, called "Mortgagor") and
 COUNTY NATIONAL BANK, a national
 banking association (hereinafter called "Mortgagee")

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of ..FOURTEEN THOUSAND, SIX.....
 .. HUNDRED EIGHTY-SIX DOLLARS AND THIRTY-SEVEN GENTS.....
 Dollars (\$...14,686.37....), and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

All that certain lot or piece of ground, with all buildings and improvements thereon erected, and all appurtenances, situate and known as: RD. 2. BOX. 294, CURWENSVILLE, PA. 16833-9102. in the ~~CHYXXV~~ Township of CHEST., County of CLEARFIELD., Pennsylvania, more fully described in the Deed by which title vested in the Mortgagor, which is recorded in said County in Record Volume No. 1816, page 608, the description in which is hereby incorporated herein by reference; TOGETHER with the reversions, remainders, rents, issues and profits thereof, TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidenced and secured, and such loans and advances shall be added to the principal debt, but at no time shall the principal debt secured by this Mortgage, not including sums advanced hereunder to protect the security, exceed the original amount of principal debt; (2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the Mortgaged premises, (b) pay all ground rents reserved from the Mortgaged premises and pay all amounts as they become due under the terms of any prior Mortgage encumbering said premises, (c) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the Mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (d) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee; (3) in the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured thereby, and collect the same as part of said principal debt.

Mortgagor(s) expressly warrant(s) that HE is/XX the lawful owner(s) of a fee simple estate in the premises described above and has/XX the right to grant this Mortgage. Breach of this warranty shall constitute default hereunder.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

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

If default shall be made in the payment of any installment of principal and interest as aforesaid for the space of ten (10) days after it shall fall due, or in the performance of any of the covenants, agreements or conditions contained in this Mortgage or the Note, then the entire unpaid balance of said principal with interest accrued thereon at the rate specified in the Note, and all other sums due by Mortgagor(s) hereunder or thereunder, shall at the option of Mortgagee, and after thirty (30) days written notice to the Mortgagor become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of eight per cent (8%) of the total indebtedness or \$50, whichever is the larger amount.

The covenants, conditions and agreements contained in this Mortgage and incorporated herein shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof on the day and year first above written.

Witnessed By:

Merle A. Quigley *Daniel E. Hullihen* (SEAL)

(SEAL)

Commonwealth of Pennsylvania

ss:

County of ...CLEARFIELD....

On this, the ...30. TH. day of DECEMBER, 19. 97., before me,NOTARY PUBLIC..... the undersigned officer, personally appearedDANIEL E. HULLIHEN....., satisfactorily proven to me to be the person(s) whose name(s) ...IS....., subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained.

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

My Commission Expires:

Notarial Seal
Tammy C. Wagner, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 27, 2000
Member Pennsylvania Association of Notaries

Tammy C. Wagner

Notary Public

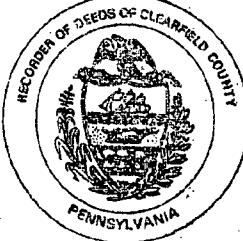
CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 9:15AM 12-31-97
BY CNS
FEES 13.50

Karen L. Starck, Recorder

MORTGAGE

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

I do hereby certify that the precise residence and complete post office address of the within named Mortgagor is
Corner Second and Market Sts., Post Office Box 42, Clearfield, Pa. 16830.

Entered of Record 12-31-1997 9:15AM Karen L. Starck, Recorder for COUNTY NATIONAL BANK

EXHIBIT "B"

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

USURY - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCRUAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST-MATURITY INTEREST - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:

- (a) If this loan is payable on demand, on the date you make demand for payment;
- (b) If this loan is payable on demand with alternate payment date(s), on the date you take demand for payment or on the final alternate payment date, whichever is earlier;
- (c) On the date of the last scheduled payment of principal; or

ADVANCE PAYMENT DATES AND MEANS - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur at the consummation of this loan and as You and I agree, except that no advance(s) will occur until after the business day following the date of consummation if the loan is reschedule pursuant to Regulation Z (12 C.R. § 226).

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DEFAULT - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- (a) I fail to make a payment in full when due;
- (b) I die, am declared incompetent, or become insolvent;
- (c) I fail to keep any promise I have made in connection with this loan;
- (d) I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
- (e) I make any written statement, or provide any financial information that is untrue or inaccurate at the time it is provided;
- (f) Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
- (g) The Property is damaged, destroyed or stolen;
- (h) I fail to provide any additional security that you may require;
- (i) Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
- (j) Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- (a) Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- (b) Use the right of set-off as explained below;
- (c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- (d) Make a claim for any and all insurance benefits or refunds that may be available on my default;
- (e) Use any remedy you have under state or federal law; and
- (f) Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay to you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

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:

- (a) Any deposit account balance I have with you;
- (b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (c) 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 arise only in a representative capacity. 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 of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentation, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

NOTICE OF PROPOSED INSURANCE - I take notice that group credit life insurance and/or group credit accident and health insurance coverage will be applicable to this contract if so marked on page 1 of this contract and each type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to me a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debt if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

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 these items were acquired.

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 property securing the loan and all extensions, renewals, consolidations and refinements of such loan.

PROPERTY - The word "Property" as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock dividends and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and acquire interest on that amount at the interest rate disclosed on page 1 until paid in full;
- (b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (c) Take immediate possession of the Property, but in doing so you may not breach the peace or unreasonably interfere on my premises. You may sell, lease or dispose of the Property as provided by law. If the Property includes a manufactured home, you will begin the repossession by giving me an opportunity to cure my default, if required by law. You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
- (d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt: I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME _____

X

NOTICE TO COSIGNER

You (the cosigner) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable



COUNTY NATIONAL BANK

February 20, 2001

CERTIFIED MAIL:
7106 4575 1292 1703 3539

First Class Mail

Daniel E. Hullihen
RR 2, Box 294
Curwensville, PA 16833-9102

Re: County National Bank
Delinquent Mortgage Account # 9614206-4

Dear Mr. Hullihen:

The Mortgage, which you executed on December 30, 1997, in favor of County National Bank for \$14,686.37, is in default. This Mortgage is recorded in Clearfield County Record Book Number 1897, Page Number 0393. It encumbers and places a lien upon your residence known as RR 2, Box 294, Curwensville, Pennsylvania, 16833-9102.

You have failed to make the full monthly payments since October 2000, and are in default. The total amount of default is \$1,969.71, which includes \$552.17 in late charges.

Pennsylvania law provides that you may cure this default anytime up to one hour prior to Sheriff Sale in either of the following manners:

1. First, you can bring your account current by paying County National Bank a total of \$1,969.71, which includes delinquent payments of \$1,417.54 and late charges of \$552.17; or,
2. Second, you can pay this mortgage off entirely by tendering \$6,711.22, which includes a balance of \$6,012.28; accrued interest through 2/20/01 of \$170.00; late charges of \$552.17; and a loan satisfaction fee of \$17.50; less unapplied funds of \$77.24 and insurance rebates of \$40.73.

Interest will accrue at the rate of \$1.6060200 a day from February 20, 2001. Your regular monthly payments will also continue to fall due and will be added to the total stated in Number 1 above if you fail to pay them.

EXHIBIT "C"

Daniel E. Hullihen
February 20, 2001
Page 2

If you chose to cure this default by either of the foregoing manners, the necessary payments should be made at the main office of County National Bank at the corner of Market and Second Streets in Clearfield. Payment should be made by cash, cashier's check or certified check.

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balance as stated in Paragraph 2 will become immediately due and payable. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$6,711.22, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by County National Bank, but in no event exceeding eight (8%) percent of the total indebtedness. If CNB obtains judgment against you for those amounts, it can then execute against your residence, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, June 1, 2001**.

If you cure your default within the thirty (30) day grace period, the mortgage will be recovered to the same position as if no default had occurred. However, you may only exercise this right to cure your default three (3) times in any calendar year.

The Law provides that you may sell this real estate subject to your delinquent mortgage, and your buyer, or anyone else, has the right to cure this default as explained in the preceding paragraphs. You also have the right to refinance this debt with another lender if possible. You also have the right to have this default cured by a third party acting on your behalf.

You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against CNB.

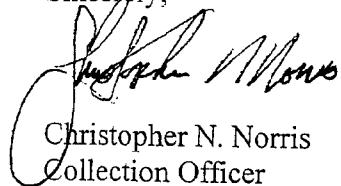
If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

Daniel E. Hullihen
February 20, 2001
Page 3

This is a very serious matter. You will also find enclosed with this letter a "Notice of Homeowner's Emergency Mortgage Assistance Act of 1983". You must read both that Notice and this one, since they explain rights that you now have under Pennsylvania law.

However, if you fail to exercise your right under the Homeowner's Emergency Mortgage Assistance Act or fail to cure your default within thirty (30) days, which is on or before March 20, 2001, the bank will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher N. Norris".

Christopher N. Norris
Collection Officer

ACT 91 NOTICE

February 20, 2001

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 NOTIFICATION 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 IMMEDITAMENTE 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): **Daniel E. Hullihen**

PROPERTY ADDRESS: **RR 2, Box 294
Curwensville, PA 16833-9102**

LOAN ACCOUNT NUMBER: **9614206-4**

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 this 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 the 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 2, Box 294
Curwensville, PA 16833-9102

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:
October 2000 - \$305.80
November 2000 - \$370.58
December 2000 - \$370.58
January 2001 - \$370.58

Other Charges (explain/itemize):

Late Charges - \$552.17

TOTAL AMOUNT PAST DUE: \$1,969.71

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 \$1,969.71, 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
1 South Second Street
PO Box 42
Clearfield, PA 16830-0042

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 your 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 4 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
PO Box 42
Clearfield, PA 16830
(814) 765-9621
(800) 492-3221

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

2. Article Number



7106 4575 1292 1703 3539

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) Yes

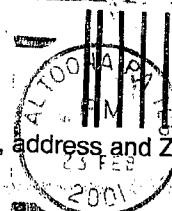
1. Article Addressed to:

DANIEL G HUMLEBER
RR 2 BOX 294
CUMBERNOVILLES PA 16833-9102

PS Form 3811, June 2000

Domestic Return Receipt

UNITED STATES POSTAL SERVICE



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

• Print your name, address and ZIP Code below •

ATTN: *City*
COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD PA 16830-0042

EXHIBIT "D"

FILED

APR 10 2001

cc: C/O/24/Attty Smith
William A. Shaw
Prothonotary

\$80.00

cc: C/O/24/Attty 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

Sheriff Docket # 10885

COUNTY NATIONAL BANK

01-515-CD

VS.

HULLIHEN, DANIEL E.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 18, 2001 AT 9:37 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANIEL E. HULLIHEN, DEFENDANT AT RESIDENCE, RD # 2, BOX 294, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOAN HULLIHEN, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

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

Sworn to Before Me This

23d Day Of April 2001


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

So Answers,


Chester A. Hawkins

Sheriff

FILED

APR 23 2001
012:18
William A. Shaw
Prothonotary


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

COUNTY NATIONAL BANK :
Plaintiff

vs. : No. 2001-515-CD

DANIEL E. HULLIHEN :
Defendant : Document Filed: Defendant's
Answer to Plaintiff's Complaint
Filed on behalf of: Defendant
Attorney for this Party:
John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

FILED

MAY 02 2001

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK :
Plaintiff

vs. : No. 2001-515-CD

DANIEL E. HULLIHEN :
Defendant :
:

DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT

AND NOW comes the defendant, Daniel E. Hullihen, who by and through his attorney, John R. Carfley, Esquire, files the following answer to plaintiff's complaint and avers as follows:

1. Admitted.

2. Admitted.

3. It is specifically denied that the address of the parcel of real estate which is the subject of this action is R. D. 2, Box 294, Curwensville, Chest Township, Clearfield County, Pennsylvania. This address is, in reality, the home address of the defendant. Insofar as relevant proof of the correct address of the subject property is demanded at time of trial.

4. Admitted.

5. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averments set forth therein, the sole and exclusive means of proof being within the control of the plaintiff. Insofar as relevant proof of the averments set forth in this paragraph is demanded at time of trial.

6. Denied. On the contrary it is averred that after

reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averments set forth therein, the sole and exclusive means of proof being within the control of the plaintiff. Insofar as relevant proof of the averments set forth in this paragraph is demanded at time of trial.

7. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averments set forth therein, the sole and exclusive means of proof being within the control of the plaintiff. Insofar as relevant proof of the averments set forth in this paragraph is demanded at time of trial.

8. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth therein, the sole and exclusive means of proof being within the control of the plaintiff. Insofar as relevant proof of the averment set forth in this paragraph is demanded at time of trial.

9. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averments set forth therein, the sole and exclusive means of proof being within the control of the plaintiff. Insofar as relevant proof of the averments set forth in this paragraph is demanded at time of trial.

10. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averments set forth therein, the sole and exclusive means of proof being within the

control of the plaintiff. Insofar as relevant proof of the averments set forth in this paragraph is demanded at time of trial.

11. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averments set forth therein, the sole and exclusive means of proof being within the control of the plaintiff. Insofar as relevant proof of the averments set forth in this paragraph is demanded at time of trial.

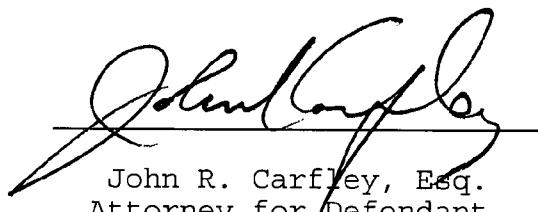
12. It is admitted that Plaintiff has certain responsibilities under sections of the Homeowners Emergency Mortgage Assistance Act and is required under that Act to provide notice of the pendency of a real estate foreclosure to the defendant. Moreover it is believed and therefore averred that the said notice must be sent by certified mail and properly receipted for by the defendant. Insofar as relevant proof of delivery of the notice of foreclosure in the required manner is demanded at time of trial.

13. It is specifically denied that the Plaintiff may after receiving unsigned for certified mail immediately transmit mail by first class mail, postage prepaid with the return address of counsel on the envelope, it being specifically stated in the Rules of Civil Procedure that notice of any pending action must be provided by certified mail and in the absence of such delivery, permission of the court must be sought in order to deliver the document by first class mail which rule of service applies in any matters involving the property rights of the Defendant.

14. Denied. On the contrary it is averred that after

reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth therein, the sole and exclusive means of proof being within the control of the plaintiff. Insofar as relevant proof of the averment set forth in this paragraph is demanded at time of trial.

WHEREFORE, Defendant requests this Honorable Court to dismiss plaintiff's complaint with prejudice.



John R. Carfley, Esq.
Attorney for Defendant
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: May 1, 2001

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Carl E. Bullock

Dated: May 1/01

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

COUNTY NATIONAL BANK :
Plaintiff

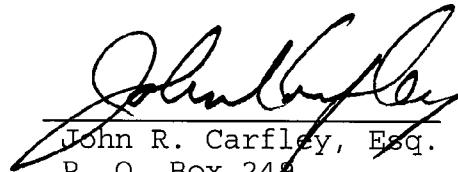
vs. : No. 2001-515-CD

DANIEL E. HULLIHEN :
Defendant :
:

CERTIFICATE OF SERVICE

I do certify that I made service of the within Defendant's Answer to Plaintiff's Complaint filed the above captioned matter upon plaintiff's counsel by regular United States mail, postage prepaid on May 2, 2001, as follows:

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



John R. Carfley, Esq.
P. O. Box 240
Philipsburg, Pa., 16866
(814) 342-5581

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

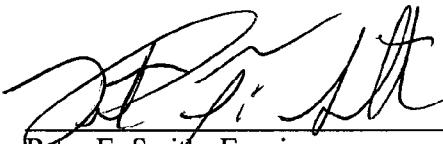
CNB Bank, formerly known as, :
County National Bank, :
Plaintiff :
vs. :
Daniel E. Hullihen, :
Defendant :
No. 01-0515-CD

PRAECIPE TO DISCONTINUE

TO: William A. Shaw, Sr., Prothonotary

Please mark the above-referenced case Settled, Discontinued, and Ended.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff

Date: 6/28/07

FILED 010:3461
JUL 03 2007
Cert. of
William A. Shaw
Prothonotary/Clerk of Courts
Disc. to Atty
J.W.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COOPY

County National Bank

Vs. No. 2001-00515-CD
Daniel E. Hullihen

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 3, 2007, marked:

Settled, Discontinued, and Ended

Record costs in the sum of \$80.00 have been paid in full by Peter F. Smith, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of July A.D. 2007.



William A. Shaw, Prothonotary