

01-1054-CD
C&G Savings vs N. Ninosky Jr al

01

C & G SAVINGS BANK,
Plaintiff

vs.

NICHOLAS N. NINOSKY, JR.
and DESSIE M. NINOSKY,
husband and wife,
Defendants

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY,
: PENNSYLVANIA

: NO. 2001-1054-CD

: CIVIL ACTION – LAW

: Type of document:
: **COMPLAINT IN MORTGAGE**
: **FORECLOSURE**

: Filed on behalf of Plaintiff:
: **C&G SAVINGS BANK**

: Counsel of record for this party:
: **THOMAS A. SWOPE III, ESQUIRE**
: **NEUGEBAUER, SWOPE & SWOPE**
: **I.D. NO. 75664**
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: Ebensburg, PA 15931
: (814) 472-7151

FILED

JUL 02 2001

• William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

C&G SAVINGS BANK	:	NO. 2001-
Plaintiff	:	
	:	
vs.	:	
	:	
NICHOLAS N. NINOSKY JR. and DESSIE M.	:	
NINOSKY, husband and wife,	:	
Defendants	:	CIVIL ACTION – LAW

NOTICE

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

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

CLEARFIELD COUNTY COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830 (814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

C&G SAVINGS BANK,	: NO. 2001-
Plaintiff	:
	:
vs.	:
	:
NICHOLAS N. NINOSKY, JR. and	:
DESSIE M. NINOSKY, husband and wife,	:
Defendants	: CIVIL ACTION – LAW

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW COMES Plaintiff, C&G Savings Bank, and files this Complaint in Mortgage Foreclosure against Defendants, in the following particulars:

1. Plaintiff, C&G Savings Bank, is a Pennsylvania Association organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office at 1201 Twelfth Street, Altoona, Blair County, Pennsylvania, 16601.
2. Defendants, Nicholas N. Ninosky, Jr. and Dessie M. Ninosky, husband and wife, are individuals who reside at R.D. 1, Box 592, La Jose, Pennsylvania, 15753.
3. On July 5, 1997, Defendants borrowed the sum of \$5,000.00 from Plaintiff, which was repayable, along with interest at the rate of 12.125% per annum, in initial monthly installments of \$111.74. This debt was evidenced by a Note and Security Agreement from Defendants to Plaintiff, which Note and Security Agreement was executed and delivered on July 5, 1997. A true and

correct copy of said Note and Security Agreement is attached hereto, made a part hereof and incorporated by reference herein and marked as Exhibit "A".

4. Defendants are not in the military service of the United States of America or any of its allies.

5. The aforesaid debt was secured by a Mortgage from Defendants to Plaintiff, which Mortgage was executed and delivered on July 5, 1997, and which Mortgage is recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Record Book Volume 1856, Page 80. A true and correct copy of said Mortgage is attached hereto, made a part hereof and incorporated herein by reference and marked as Exhibit "B".

6. The real property securing the aforesaid debt under the aforesaid Mortgage is that certain piece, parcel or lot of land more fully described in Exhibit "C" attached hereto, made a part hereof and incorporated herein by reference.

7. Defendants are in default under the aforesaid Note and Security Agreement because Defendants have defaulted in the payment of the aforesaid monthly installments for 7.89 consecutive months from November 15, 2000 to June 15, 2001, resulting in the following current delinquencies as of June 15, 2001:

Principal and Interest	\$881.92
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8. The aforesaid Note and Security Agreement provides, inter alia, that Defendants will be in default thereunder from failure to pay each monthly installment by its respective due date and that , further, in the event of such

default Plaintiff may require Defendants to pay immediately and in full all obligations of Defendants to Plaintiff under the aforesaid Note and Security Agreement. Plaintiff hereby again demands such payment.

9. As a result of the aforementioned default, and in accordance with the terms of said Note and Security Agreement, all obligations of Defendants to Plaintiff are immediately due and payable, which obligations as of June 15, 2001, consist of the following:

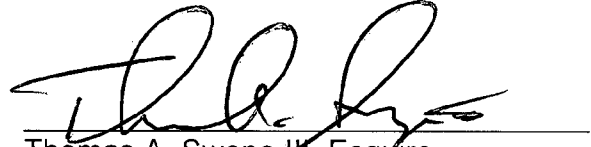
Principal and interest	\$2,229.56
Attorney's commission	\$ <u>445.90</u>
Total	\$2,675.46

10. Pursuant to the provisions of Act No. 91, Homeowners' Emergency Mortgage Assistance Act of 1983, notice was sent by Plaintiff by certified mail to the Defendants/Mortgagors at their then last known address. A true and correct copy of said Notice is attached hereto and made a part hereof and marked Exhibit "D".

11. Pursuant to the provisions of the Pennsylvania General Assembly, Act No. 6 of January 30, 1974, Notice of Intention to Foreclose was sent by Plaintiff by certified mail to the Defendants/Mortgagors at their then last known address and the aforesaid mortgaged premises. A true and correct copy of said Notice is attached hereto and made a part hereof and marked Exhibit "E".

WHEREFORE, Plaintiff, C&G Savings Bank demands Judgment under the aforesaid Note and Security Agreement against the Defendants, in the amount of \$2,675.46 plus costs of this suit.

NEUGEBAUER, SWOPE & SWOPE

A handwritten signature in black ink, appearing to read 'Thomas A. Swope III', is written over a horizontal line.

Thomas A. Swope III, Esquire
Attorney for Plaintiff

VERIFICATION

I, JOHN R. BEYER, II, Vice President, hereby swear or affirm that the facts set forth in the attached Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Dated:


JOHN R. BEYER, II

Sworn to and subscribed before

me this 15th day of June, 2001.


Notary Public

My Commission Expires:

Notarial Seal
Deborah A. Reed, Notary Public
Altoona, Blair County
My Commission Expires Apr. 8, 2003

Member, Pennsylvania Association of Notaries

01-73-051060

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 12.125 %	FINANCE CHARGE The dollar amount the credit will cost you. (e) \$ 1,704.40	Amount Financed The amount of credit provided to you or on your behalf. \$ 5,000.00	Total of Payments The amount you will have paid after you have made all scheduled payments. (e) \$ 6,704.40	Itemization of Amount Financed Amount Financed \$ 5,000.00 Amount given to you directly \$ 2,517.08 Amount paid on your account \$ 2,482.92 Amount paid to others on your behalf to public officials \$ to insurance company \$ to \$ to \$ to \$
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Your Payment Schedule will be: e means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
60	\$ 111.74	15th of each month Monthly, beginning Aug. 15, 19 97

Security: You are giving a security interest in:
☐ the goods or property being purchased.
☒ (brief description of other property) **RD 1, Box 592, La Jose, Pa. 15753**

Filing Fees \$ **26.50**

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable, separately and together, for all of you promises in this Note.

YOU PROMISE
TO PAY TO US:

C. & G. SAVINGS BANK

1201 12th Street, Altoona, Pa. 16601

or to our order, at any of our offices, the Amount Financed, plus interest as provided below, in the number of equal monthly payments shown in the Payment Schedule. Payments are due beginning on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full. You may pay in advance all or part of the balance due at any time, without penalty or premium.

SECURITY AGREEMENT: As security for the prompt payment of the sums you owe and the proper performance of your promises in this Note, you and all the "Co-Owners" signing below grant us:

(i) a security interest in the following personal property, and its equipment and accessories:

1. **N/A**

2.

3.

Our security interest includes parts, called "accessions," added to the personal property at any later time.

(ii) a Mortgage upon **RD 1, Box 592**
La Jose, Pa. 15753

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral.

IF NO REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE, THIS NOTE IS UNSECURED.

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below. Single Credit Life and Single Credit Accident & Health Insurance are available to any one Borrower or Co-Signer signing for insurance below. Joint Credit Life Insurance is available to any two of you signing for such insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the person(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance, which costs \$ **N/A**

By signing, you want Single Credit Accident & Health Insurance, which costs \$ **N/A**

By signing, you both want Joint Credit Life Insurance, which costs \$ **N/A** What are your ages?

Signature of person to be insured for Single Credit Life Insurance

Signature of person to be insured for Single Credit Accident & Health Insurance

1. _____ Years

What is your age? _____ Years

What is your age? _____ Years

2. _____ Years

Signatures of both persons to be insured for Joint Credit Life Insurance

Insurer:

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE REVERSE SIDE ARE PART OF THIS NOTE.
BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.
YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

Borrower's Signature **Nicholas N. Ninosky, Jr.**

RD 1, Box 592, La Jose, Pa. 15753
Address

Borrower's Signature **Dessie M. Ninosky**

RD 1, Box 592, La Jose, Pa. 15753
Address

NOTICE TO CO-SIGNER

You 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 may also have to pay late fees or collection costs, which increases 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, etc. If this debt is ever in default, that fact may become a part of your credit record.

CO-SIGNER'S SURETY AGREEMENT: You, the person (or persons) signing as "Co-Signer" below, promise to pay to us or to our order the Amount Financed, plus interest and other charges, as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment upon the Borrower. You also acknowledge receiving a completed copy of this Note.

N/A
Co-Signer's Signature

Address

Date

ADDITIONAL TERMS

DEFAULT: The following are each "Defaults":

- (i) You fail to make any payment to us on or before the day it comes due;
- (ii) You provide us with false information or signatures at any time;
- (iii) You die or become legally incompetent;
- (iv) You do not promptly and properly perform any of your promises or obligations in this Note, the Security Agreement, the Mortgage, or in any other note or agreement you now or later have with us;
- (v) You cannot pay any of your debts as they come due;
- (vi) The Collateral is lost, stolen, damaged or destroyed;
- (vii) The Collateral is sold, transferred, leased, given or delivered, in whole or in part, to a person who is not a party to the Security Agreement or Mortgage;
- (viii) Proceedings are begun under the Bankruptcy Code by or against you;
- (ix) Any judgment is entered of record against you; or
- (x) Any of your property is attached or subject to being forfeited.

DEFAULT AND REQUIRED PAYMENT IN FULL: If any Default occurs, we may, if we choose, "accelerate" the maturity of this Note. This means we may declare the entire remaining unpaid balance of the Amount Financed, plus earned Finance Charge to be immediately due and payable. However, if this Note is secured by a Mortgage on residential real property Collateral, if required by law, we will first send you a timely notice of the Default, advising you of your right to cure the Default and of our intention to take action if you do not cure within the time period provided in our notice. If we file an action to collect amounts in Default, you also agree to pay all of our court costs and our reasonable attorney's fees of 20% of the amount due. Our right to collect attorney's fees may be limited during any cure period provided by law. We will continue to impose interest daily on all sums owed to us at the rate provided in this Note until we receive payment in full, even if we have obtained judgment against you.

LATE CHARGE: If any payment is not made within 15 days of its due date, we will charge and you agree to pay a late payment charge of 5% of the amount of the late payment, but not more than \$2.50.

MULTIPLE PARTIES: If there is more than one Borrower on this Note, or one or more Co-Signers, all of your obligations shall be primary. Each of you will be liable, separately and together, for all of your promises in this Note.

WAIVERS: If we declare the unpaid balance of the Note and earned interest to be immediately due and payable, you waive your rights to require us to do certain things. Those things are:

- (i) to demand payment of amounts due (known as "presentment");
- (ii) to give notice that amounts due have not been paid (known as "notice of dishonor"); and
- (iii) to obtain an official certification of nonpayment (known as "protest").

We waive the right to treat any property other than the Collateral as security for this Note. A waiver of any other of our rights under this Note will not be effective unless it is in a signed writing.

NO NOTICE OR LOSS OF RIGHTS: We can do any of the following without telling you or losing any rights against you or the Collateral:

- (i) accept a check or other order marked "paid in full" or with similar language as a partial payment under this Note;
- (ii) give additional time for payment of any amount owing under this Note;
- (iii) exercise, give up or delay exercising any right against any person or property;
- (iv) add or release any person or property obligated under this Note; or
- (v) fail to protect or enforce our interest in any of the Collateral.

RISK OF LOSS: You will remain bound by this Note even if the Collateral is lost, stolen, damaged or destroyed.

BENEFIT AND BURDEN: All the benefits of this Note shall favor us, our successors and assigns. The obligations shall bind you, and your heirs, personal representatives and assigns.

NOTICES: Unless otherwise required by law, each demand or notice under this Note shall be delivered or sent by regular mail, addressed to the party at its address as provided in this Note. Either party may change its address by giving such a notice to the other party. Reasonable notice, when notice is required, shall be deemed to be 10 days.

WARRANTIES AND REPRESENTATIONS: You warrant and represent that the funds (Collateral) are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and you will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

You agree to promptly inform us of any proposed proceedings or actual proceeding which would subject the funds (Collateral) to forfeiture to any governmental body.

LAW: This Note will be governed by the laws of the Commonwealth of Pennsylvania, unless federal laws apply.

SECURITY AGREEMENT

SECTION 1. LOAN AND COLLATERAL. When you sign this Note and deliver it to us, and complete the other required details, we will make a loan to you. This Security Agreement applies only to personal property described as Collateral on the front side of this Note. As used in the following Sections of this Security Agreement, "you" also includes any Co-Owner of the Collateral.

SECTION 2. YOUR OTHER AGREEMENTS.

2.1 OWN, SELL, ETC. You own the Collateral free and clear of all liens and security interests. You will not sell, transfer, lease, give, deliver or otherwise dispose of the Collateral, in whole or in part, to any person who is not a party to this Security Agreement. You will not permit any lien or security interest to be obtained on the Collateral other than ours.

2.2 MAINTAINING THE COLLATERAL. At your cost, you will maintain the Collateral in good condition and repair. You will preserve it against loss or damage. You will pay all taxes and other charges on the Collateral. You will not use the Collateral illegally or for hire.

2.3 DEPOSIT ACCOUNTS. If the Collateral consists of a deposit account or certificate of deposit, we may refuse to allow you to close the account or withdraw any sums from it. If the account or certificate of deposit matures while the Note remains unpaid, we will automatically renew the deposit for the same time period as provided in the deposit agreement, unless you and we agree that the deposit should be renewed on other terms. The renewal deposit shall be Collateral subject to this Security Agreement.

2.4 INSURANCE. While any sums are owed on this Note, you will carry insurance on any Collateral which is not in our possession against fire, theft and other casualty. The policy must contain a deductible clause and be in an amount and with an insurer that are satisfactory to us. The policy must name us as the "loss-payee." The policy must provide that any loss is to be payable to you and to us as our interests appear. It must also provide that we be given not less than 10 days' prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of any loss or damage to the Collateral, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss or on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Collateral. If it is economically feasible, in our judgment, we will apply the insurance proceeds to repair or replace the Collateral. Otherwise, we will apply the proceeds to reduce the sums you owe on this Note.

2.5 NOTING OUR SECURITY INTEREST. If a certificate of title is issued for the Collateral, you will assist us in having our security interest noted on the certificate of title.

2.6 YOUR AUTHORITY TO US. If you fail to do what is required of you by Sections 2.2, 2.4 and 2.5, we may if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums you owe on this Note, on which we impose interest as provided in this Note. If you fail

to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Collateral in good condition and repair, we may, if we alone choose, advance any sums you promised to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Collateral may be limited to an amount not greater than what you owe on this Note. Any amount we advance on your behalf will be added to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Note and may be repayable: (i) immediately upon demand; (ii) along with your monthly payments; or (iii) at the end of the Note, as we alone may specify. Our payments on your behalf will not cure your failure to perform your promises in this Security Agreement.

2.7 INSPECTION. You will permit us to inspect the Collateral at any reasonable time.

SECTION 3. NO LOSS OF RIGHTS. The Note and this Security Agreement may be negotiated, assigned, extended or renewed by us without releasing any of you or the Collateral. We may add or release any person or property obligated under the Note and this Security Agreement without losing our rights in the Collateral.

SECTION 4. DEFAULT. A Default under the Note will be a Default under this Security Agreement. In addition to all the rights and remedies of a secured party upon default which are provided under the Uniform Commercial Code, upon our declaring the Note to be immediately due and payable:

4.1 APPLICATION OF DEPOSITS. We may apply any deposits included in the Collateral against the sums that you owe on this Note. If the Collateral consists of a time deposit or certificate of deposit, we may terminate the deposit before maturity to realize on the Collateral. If we terminate the deposit, the contract of deposit or applicable law may require that we impose substantial penalties for the early withdrawal.

4.2 SURRENDER OF COLLATERAL. We may require you to surrender the Collateral to us at a reasonably convenient place we designate.

4.3 PEACEFUL REPOSSESSION. If you don't surrender the Collateral to us, we may take possession of it, with or without legal process, in accordance with law. You authorize us to peaceably enter upon any premises where the Collateral may be located for the purpose of taking possession and removing it.

4.4 EXPENSES OF REPOSSESSION AND STORAGE. We may charge you our reasonable expenses in repossessing, transporting, repairing, storing and selling the Collateral so long as they are allowed by law.

4.5 SALE OF COLLATERAL. We may sell, assign or deliver the Collateral at one or more public or private sales. We will give you reasonable notice of the time and place of sale. We may purchase the Collateral at that sale, free of any equitable or legal right or claim you may have in the Collateral. We will apply the proceeds of sale first to our expenses and then to the sums the you owe on this Note. We will pay any surplus to you. If a sum is still owed to us, you and the Co-Signer must pay it to us.

NOTICE OF PROPOSED CREDIT INSURANCE

The Signer(s) of this Note hereby take(s) notice that Group Credit Life Insurance coverage and/or Group Credit Accident and Health Insurance coverage will be applicable to this Note if so marked on the front of this Note, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person(s) signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of the insurance will commence as of the date the indebtedness is incurred or on the date from which the interest or Finance Charges accrue, if later, and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) 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.

THIS MORTGAGE, made and entered into this 5th day of July, 19 97, by and between the undersigned, Nicholas N. Ninosky, Jr. and Dessie M. Ninosky, husband & wife, herein called "Mortgagor", and C & G SAVINGS BANK, a Pennsylvania Association having an office and place of business at 1201 Twelfth Street, Altoona, Pennsylvania, herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the total amount of Six Thousand Seven Hundred Four and 40/100XXXXXXXXXXXXXXXXXXXXXXX Dollars (\$ 6,704.40) principal sum of Five Thousand and 00/100XXXXXXXXXXXXXXXXXXXXXXX Dollars (\$ 5,000.00),

bearing interest at an annual rate of 12.125 payable in 60 consecutive monthly installments of One Hundred Eleven and 74/100XXXXXXXXXXXXXXX Dollars (\$ 111.74) each (and/or any renewal,

refinancing or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagor may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances, debts, or obligations, with interest thereon, will be secured hereby in addition to the advances, debts, and obligations presently owing by Mortgagor, Mortgagor does by these presents sell, grant, and convey to Mortgagee, ALL that real estate situated in the County of Clearfield (City, Borough, Township) of

RD 1, Box 592, Ward _____ known and numbered as La Jose Street Address City, Town, Post Office

Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume 1802

Page 431, and more particularly described as:

Beginning at an iron pin along the West side of Legislative Route 17018 and the line of land of Michael Zabinski; thence North seventy-three (73) degrees thirty-six (36) minutes two (02) seconds West long the line of land of Michael Zabinski two hundred twelve and eighty-nine one-hundredths (212.89) feet to an iron pipe; thence North five (5) degrees twenty-five (25) minutes fifteen (15) seconds East along the same two hundred eight and thirty-one one-hundredths (208.31) feet to an iron pipe; thence South Seventy-three (73) degrees twelve (12) minutes twenty-five (25) seconds East along the same two hundred eleven and sixty-three one-hundredths (211.63) feet to an iron pipe; thence South Five (5) degrees West along the West side of Legislative Route 17018 two hundred seven and thirteen one-hundredths (207.13) feet to an iron pin and place of beginning, containing 0.992 acres, more or less, as shown on attached survey by George A. Cree, Registered Surveyor, 2417 Skyline Drive, Fallentimber, Pa. 16639.

BEING a part and parcel of a larger tract to which title became vested in Nicholas N. Ninosky, Jr. and Dessie M. Ninosky, Husband and Wife, by deed from Michael Zabinski and Donna Zabinski, his wife, Dated Nov. 13, 1996 and recorded in Clearfield County Deed Book Volume 1802 at page 431.

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, herein called the Mortgaged Premises.

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note. Mortgagee, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a deferment charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferment.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall require, with loss if any payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Promissory Note and any other sums that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgment at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagor authorizes Mortgagee at its option to obtain such insurance and bill Mortgagor for all costs thereof, which such costs Mortgagor agrees to pay, or to add such costs to the then remaining unpaid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note.
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereof to the Mortgagee hereof due or to become due whether now existing or hereafter contracted.
7. If all or part of the sums secured by this Mortgage are lent to Mortgagor to acquire title to the property, this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefit and relief from any and all appraisalment, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.

BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assignees of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed, Sealed and Delivered in the Presence of:

Cynthia A. Callahan

Nicholas N. Ninosky

(SEAL)

Dessie M. Ninosky

(SEAL)

(SEAL)

(SEAL)

I certify the precise residence of the Mortgagee to be 1201 12th Street

Altoona, Pa. 16601

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF

On this 45th day of July, 1997, before me a Notary Public

the undersigned officer, personally appeared Nicholas N. Ninosky, Jr. & Dessie M. Ninosky, husband & wife known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they as Mortgagor(s) have executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal
Deborah A. Reed, Notary Public
Altoona, Blair County
My Commission Expires April 8, 1999.
Member, Pennsylvania Association of Notaries

Title of Officer

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 2:12pm 7-10-97

BY C & G Savings BA

FEES 13.50

Karen L. Starck, Recorder

COMMONWEALTH
OF PENNSYLVANIA

COUNTY OF

RECORDED on this

A.D. 19

day

in

the Recorder's Office of said County, in Mort-

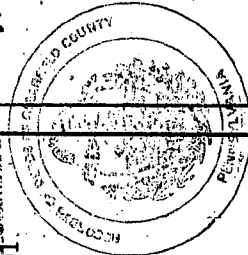
gage Book, Vol. , Page

Given under my hand and seal of the said

office, the day and year aforesaid.

Recorder

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



Karen L. Starck
Recorder of Deeds

MORTGAGE

FROM

Nicholas N. Ninosky, Jr.
Dessie M. Ninosky

TO

C & G SAVINGS BANK

1201 12th Street
Altoona, Pa. 16601

MAIL TO

C & G SAVINGS BANK

1201 12th Street
Altoona, Pa. 16601

Entered of Record 7-10 1997, 2:12pm Karen L. Starck, Recorder

ALL THAT CERTAIN piece or parcel or parcel of situate in LaJose, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin along the west side of Legislative Route 17018 and the line of land now or formerly of Michael Zabinski; thence North seventy-three (73) degrees thirty-six (36) minutes two (02) seconds West along the line of land now or formerly of Michael Zabinski 212.89 feet to an iron pipe; thence North five (5) degrees twenty-five (25) minutes fifteen (15) seconds East along the same 208.31 feet to an iron pipe; thence South seventy-three (73) degrees twelve (12) minutes twenty-five (25) seconds East along the same 211.63 feet to an iron pipe; thence South five (5) degrees West along the west side of Legislative Route 17018 207.13 feet to an iron pin and place of beginning, containing 0.992 acres, more or less, as shown on attached survey by George A. Cree, Registered Surveyor, 2417 Skyline Drive, Fallentimber, Pennsylvania, 16639.

UNDER AND SUBJECT to all exceptions, reservations, restrictions and conditions contained in prior deeds of conveyance.

ACT 91 NOTICE

Date: _____

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

HOMEOWNER'S NAME(S): Nicholas N. Ninosky, Jr. and Dessie M. Ninosky
PROPERTY ADDRESS: RD 1 Box 592, LaJose, PA 15753
LOAN ACCT. NO.: 01-73-051060
ORIGINAL LENDER: C & G Savings Bank
CURRENT LENDER/SERVICER: C & G Savings 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 MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

APPLICATION FOR MORTGAGE ASSISTANCE—Your mortgage is in default for the reasons set forth later 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:
RD 1 Box 592, LaJose, PA 15753

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:
December, January, February and March=4.0 payments behind

Other charges (explain/itemize): _____

TOTAL AMOUNT PAST DUE 434.96

- B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): _____

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 \$ 434.96**, 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:

C & G Savings Bank
1201 12th Street
Altoona, PA 16601

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

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 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 2 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:

Name of Lender: C & G Savings Bank
Address: 1201 12th Street
Altoona, PA 16601
Phone Number: 814-944-2011
Fax Number: 814-944-8643
Contact Person: Chris Nagle

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 AGENCIES SERVING YOUR COUNTY

Blair County Community Action Program
5433 Industrial Avenue PO Box 1633
Altoona, PA 16601
943-3631

Consumer Credit Counseling Service
PO Box 278 500-02 3rd Avenue
Duncansville, PA 16635
696-3546

Bedford-Pullen Housing Service
RD 1 Box 384
Beverly, PA 15537
1-800-323-9997

Housing Opportunities of Cambria County Inc.
Moxham National Bank Building
407 Main Street, Second Floor
Johnstown, Pennsylvania 15901
(412) 535-2443

☐ CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE

IN THE COURT OF COMMONH
PLEAS OF CAMBRIA COUNTY
PENNSYLVANIA
CASE NO. 2001 -

C&G SAVINGS BANK
Plaintiff

vs.

NICHOLAS N. NINOSKY, JR.
AND DESSIE M. NINOSKY,
husband and wife
Defendant

COMPLAINT IN MORTGAGE
FORECLOSURE

FILED
JUL 11 3 35 PM '01
JUL 6 2 2001
Att. pd. \$2.00
2 CC Sheriff
1 CC Atty
William A. Shaw
Prothonotary

NEUGEBAUER, SWOPE & SWOPE
ATTORNEYS AT LAW
LAW BUILDING
EBensburg, PENNSYLVANIA 15931

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

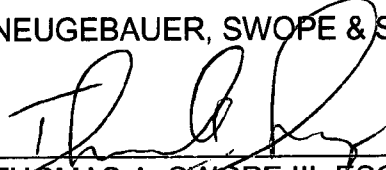
C&G SAVINGS BANK	:	NO. 2001- 1054 CD
Plaintiff	:	
	:	
vs.	:	
	:	
NICHOLAS N. NINOSKY JR. and DESSIE M.	:	
NINOSKY, husband and wife,	:	
Defendants	:	CIVIL ACTION – LAW

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter judgment by default against Nicholas N. Ninosky, Jr.,
and Dessie M. Ninosky, husband and wife, Defendants, in the above captioned
matter, in the amount of \$2675.46 plus interest from June 15, 2001, plus costs of
suit, for failure to file an Answer to the Complaint.

NEUGEBAUER, SWOPE & SWOPE



THOMAS A. SWOPE III, ESQUIRE

FILED

NOV 09 2001

William A. Shaw
Prothonotary

I certify that the address of the Plaintiff/Creditor is as follows:

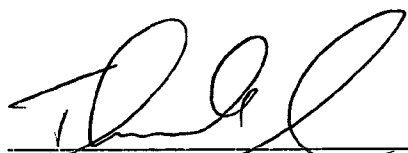
C & G Savings Bank
1201 12th Street
Altoona, PA 16610

and that the name and address of the Defendants entitled to notice of entry of default judgment is as follows:

Nicholas N. Ninosky, Jr.
R.D. 1 Box 592
La Jose, PA 15753

Dessie M. Ninosky
R.D. 1 Box 592
La Jose, PA 15753

and that on October 4, 2001 a written notice of intention to file the within **PRAECIPE FOR DEFAULT JUDGMENT** in the form required by Pa. R.C.P. 237.1 (c) was mailed to the Defendants against whom the judgment is to be entered, and to their attorney of record, if any, this notice being sent after the default occurred and at least ten days prior to date of the filing of this **PRAECIPE FOR DEFAULT JUDGMENT**. A copy of the said notice, as mailed, is being filed along with this certification and **PRAECIPE FOR DEFAULT JUDGMENT**.



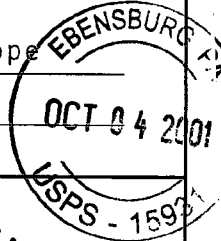
THOMAS A. SWOPE III, ESQUIRE
Attorney for Plaintiff

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
Neugebauer, Swope & Swope	
P. O. Box 270	
Ebensburg, PA 15931	
One piece of ordinary mail addressed to:	
Nicholas N. Ninosky, Jr.	
R.D. 1, Box 592	
La Jose, PA 15753	

PS Form 3817, Mar. 1989

Affix fee here in stamps
d
it

148 *
1471 *
4584 *
#00.750
PB8657864
OCT 04 01
15931
EBENSBURG PA
UNITED STATES POSTAGE

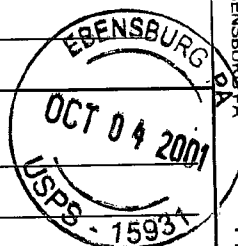


U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
Neugebauer, Swope & Swope	
P. O. Box 270	
Ebensburg, PA 15931	
One piece of ordinary mail addressed to:	
Dessie M. Ninosky	
R.D. 1, Box 592	
La Jose, PA 15753	

PS Form 3817, Mar. 1989

Affix fee here in stamps
d
it

172 *
1471 *
4583 *
#00.750
PB8657864
OCT 04 01
15931
EBENSBURG PA
UNITED STATES POSTAGE



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

C&G SAVINGS BANK	:	NO. 2001- 1054 CD
Plaintiff	:	
	:	
vs.	:	
	:	
NICHOLAS N. NINOSKY JR. and DESSIE M.	:	
NINOSKY, husband and wife,	:	
Defendants	:	CIVIL ACTION – LAW

TO: Nicholas N. Ninosky, Jr.
R.D. 1, Box 592
La Jose, Pennsylvania 15753

Date: October 4, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830 (814) 765-2641

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

C & G Savings Bank

Vs.

No. 2001-01054-CD

Nicholas N. Ninosky Jr.
Dessie M. Ninosky

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$2,675.46 on the November 9, 2001.

William A. Shaw
Prothonotary

William A. Shaw

COPY

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

C & G Savings Bank
Plaintiff(s)

No.: 2001-01054-CD

Real Debt: \$2,675.46

Atty's Comm:

Vs.

Costs: \$

Int. From:

Nicholas N. Ninosky Jr.
Dessie M. Ninosky
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 9, 2001

Expires: November 9, 2006

Certified from the record this 9th day of November, 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

FILED

NOV 09 2001

11/12/01 12:08 PM
William A. Shaw
Prothonotary

PH pd. 20.00

notice to def's
Statement to PH.

CCD Y

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11185

C&G SAVINGS BANK

01-1054-CD

VS.

NINOSKY, NICHOLAS N. JR. and DESSIE M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 6, 2001 AT 12:48 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NICHOLAS N. NINOSKY, JR., DEFENDANT AT RESIDENCE/EMPLOYMENT, RD 1, BOX 592, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NICHOLAS NINOSKY, JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING/MARSHALL

NOW JULY 6, 2001 AT 12:48 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DESSIE M. NINOSKY, DEFENDANT AT RESIDENCE/EMPLOYMENT, RD 1, BOX 592, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NICHOLAS NINOSKY, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING/MARSHALL

Return Costs

Cost	Description
41.89	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

013487
JUL 13 2001

William A. Shaw
Prothonotary

Sworn to Before Me This

13th Day Of July 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 Maury Hamr
Chester A. Hawkins
Sheriff