

01-1221-CD,
COUNTY NATIONAL BANK -vs- ROGER C. SWATSWORTH et al

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

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

Defendants

No. 2001-1221-CD

Type of Case:
FORECLOSURE

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

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

FILED

JUL 27 2001

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,
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ROGER C. SWATSWORTH and
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No. 2001-

NOTICE TO DEFEND

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

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

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

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
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COUNTY NATIONAL BANK,
Plaintiff

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No. 2001-

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

COMPLAINT TO FORECLOSE MORTGAGE

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

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

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

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

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

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

(formerly U.S. Route 322) North fourteen degrees twenty-eight minutes East (N 14° 28' E) two hundred seventy-five (275) feet to a point and place of BEGINNING.

Tax Map Number 126-H10-63.2.

BEING the same property conveyed to Roger C. Swatsworth and Marilyn D. Swatsworth by deed recorded in Clearfield County by deed recorded in Record Volume 1561, Page 575.

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

5. Defendants also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligations to pay the \$27,816.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

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

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

9. On or about March of 2001, Defendants failed to make the full monthly payment of \$390.99, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$2,033.15 as of July 20, 2001.

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

12. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of July 20, 2001, are as follows:

a)	Balance	\$16,276.35
b)	Late Charge	\$ 78.20
c)	Interest Due to 7/20/01	\$ 829.96
d)	Interest accruing after 7/20/01 at \$5.4626106 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction fee	\$ 17.50

PRELIMINARY TOTAL \$17,202.01

FINAL TOTAL \$

13. Although this mortgage is upon a commercial property, in compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 *et seq.*, and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c *et seq.*, counsel for Plaintiff sent letters to the Defendants by Certified Mail on June 13, 2001, at their last known address advising them of this default and their rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

14. The notices were returned with "Unclaimed" marked on the front of the envelopes. The original envelopes are attached hereto and incorporated herein by reference as Exhibit D.

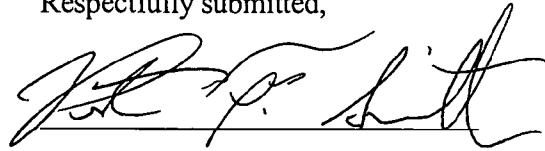
15. More than thirty (30) days have elapsed since the mailing of said notices. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendants have asserted their right under said notices.

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

Respectfully submitted,

Dated:

7-26-01

A handwritten signature in black ink, appearing to read "J. P. Hill", written over a horizontal line.

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 25th
day of July, 2001.



Notary Public



THIS MORTGAGE, dated

November 3, 1995

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

as

~~(corporation/partnership/proprietorship/individual)~~

exercised and existing under the laws of the State of

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

COUNTY NATIONAL BANK, Clearfield, Pennsylvania 16830

(called "Lender").

As used in this Mortgage,

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

A. **THE PROPERTY:** FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, as security for the prompt payment and performance of all Obligations (as defined below in Paragraph B), Owner grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, all of Owner's right, title and interest in the real property described in Schedule "A" (called the "Property"), which is attached to and made a part of this Mortgage, together with all present and future buildings, improvements, additions and fixtures, and all alleys, passageways, easements, rights (including mineral and water rights), liberties, privileges, hereditaments and appurtenances, and all reversions, remainders, rents, royalties, issues and profits, now or later accruing or pertaining to the Property. The Property is commonly known as R.D.1, Box 281R, Route 879, Curwensville, PA, 16833,

more fully described on attached "Exhibit A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Debtor and/or Owner fails to make any payment on the Instrument as and when due or on demand;
2. Debtor and/or Owner fails to pay or perform any of the Obligations as and when due; or
3. Any warranty or representation or covenant or agreement contained in this Mortgage, in the Instrument, or in any document or instrument evidencing any of the Obligations, is breached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness: [Signature]

Owner: [Signature] (SEAL)

Owner: [Signature] (SEAL)

By or Attest: _____ (SEAL)

(Assistant) Secretary

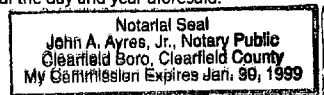
(Affix Corporate Seal Here)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

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

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



[Signature]
Notary Public

My commission expires:

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

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

[Signature]
Officer on behalf of Mortgagee

BANCOSUMER FORM PA 133 (9/90)

Recorder: Please return this Mortgage to:

COUNTY NATIONAL BANK
Mortgagee

TO

ROGER C. SWATSWORTH &
MARILYN D. SWATSWORTH
Mortgagor(s)

MORTGAGE

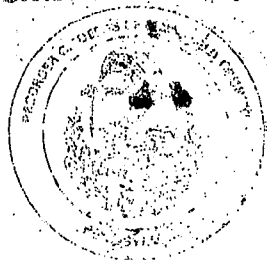
Entered of Record Nov 3 19 95 10:48 AM on 1 Street, Recorder

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

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

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

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:48 AM 11-3-95
BY *John Ayer*
FEES 13.50
Karen L. Starck, Recorder

EXHIBIT "A"

195-38-1791

Roger C. Swatsworth
Marilyn D. Swatsworth
R.R. 2 Box 126C
Curwensville, PA 16833-9576



Loan Number _____
Date November 3, 1995
Maturity Date _____
Loan Amount \$ 27,816.00
Renewal Of _____

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally.

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

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

☒ **Single Advance:** I will receive all of this principal sum on 11-3-95. No additional advances are contemplated under this note.
☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

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

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

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

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

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

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

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

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

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

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

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

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

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

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

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

PAYMENTS: I agree to pay this note as follows:

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

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

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

PURPOSE: The purpose of this loan is refinance

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

x Roger Swatsworth

x [Signature]

ADDITIONAL TERMS:

Exhibit B



COUNTY NATIONAL BANK

June 13, 2001

CERTIFIED MAIL:

7106 4575 1292 1703 6936

7106 4575 1292 1703 6943

First Class Mail

Roger C. Swatsworth
RR 2, Box 126C
Curwensville, PA 16833-9576

Marilyn D. Swatsworth
RR 2, Box 126C
Curwensville, PA 16833-9576

Re: County National Bank
Delinquent Mortgage Account # 950423-3

Dear Mr. and Mrs. Swatsworth:

The Mortgage, which you executed on November 3, 1995, in favor of County National Bank for \$27,816.00, is in default. This Mortgage is recorded in Clearfield County Record Book Number 1715, Page Number 0443. This mortgage encumbers and places lien upon your commercial property known as RR 1, Box 281R, Route 879, Curwensville, Clearfield County, Pennsylvania, 16833.

You have failed to make the full monthly payments since March 2001, and are in default. The total amount of default is \$1,231.62, which includes \$58.65 in late charges.

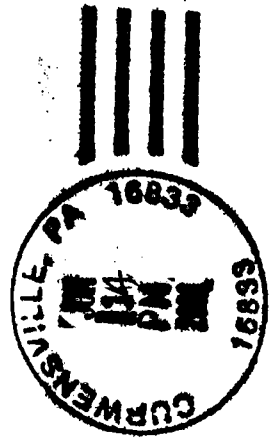
Pennsylvania law provides that you may cure this default anytime up to one hour prior to Sheriff Sale in either of the following manners:

1. First, you can bring your account current by paying County National Bank a total of \$1,231.62, which includes delinquent payments of \$1,172.97 and late charges of \$58.65; or,
2. Second, you can pay this mortgage off entirely by tendering \$16,980.34, which includes a balance of \$16,276.35; accrued interest through 6/13/01 of \$627.84; late charges of \$58.65; and a loan satisfaction fee of \$17.50.

Interest will accrue at the rate of \$5.4626106 a day from June 13, 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

CNB
COUNTY NATIONAL BANK
 P.O. Box 42 / Market & Second Streets / Clearfield, PA 16830-0042
 Address Service Requested



CERTIFIED MAIL

 7106 4575 1292 1703 6936
RETURN RECEIPT REQUESTED

1st Notice 6-14
 2nd Notice 6-14
 Return 6-27

ROGER C SWATSWORTH
 RR 2 BOX 126C
 CURWENSVILLE

RTS
 RETURN TO SENDER
 unclaimed
☐ INSUFFICIENT ADD
☐ ATTEMPTED NOT K
☐ NO SUCH NUMBER
☐ NOT DELIVERABLE
 - UNABLE TO FORV

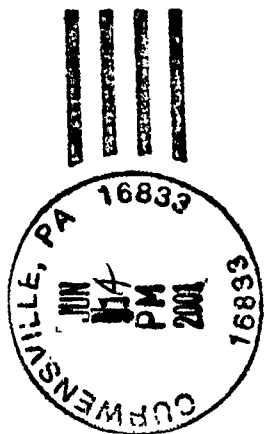
7106 4575 1292 1703 6936

US Postal Service Receipt for Certified Mail <small>1. This receipt is valid only if the postage is paid in advance.</small> <small>2. This receipt is valid only if the postage is paid in advance.</small>	Postage	\$	Postmark Here 6-12-96
	Certified Fee		
	Return Receipt Fee (Endorsement Required)		
	Restricted Delivery Fee (Endorsement Required)		
	Total Postage & Fees	\$ 3.74	

Sent To:
 ROGER C SWATSWORTH
 RR 2 BOX 126C
 CURWENSVILLE PA 16833-0042

PS Form 3800, June 2000 US Postal Service **Certified Mail Receipt**

CNB
COUNTY NATIONAL BANK
P.O. Box 42 / Market & Second Streets / Clearfield, PA 16830-0042
Address Service Requested



CERTIFIED MAIL

7106 4575 1292 1703 6943
RETURN RECEIPT REQUESTED

NAME _____
1st Notice 6-14
2nd Notice 6-19
Return 6-29

MARILYN D SWATSMORTH
RR 2 BOX 126
CURWENSVILLE

RTS
RETURN TO SENDER

undelivered
☐ INSUFFICIENT A
☐ ATTEMPTED NO
☐ NO SUCH NUMB
☐ NOT DELIVERAB
- UNABLE TO FO

7106 4575 1292 1703 6943	US Postal Service	Postage	\$	Postmark Here 6-12-01
	Receipt for Certified Mail	<i>PNN</i> Certified Fee		
	<small>No Insurance Coverage Provided Do Not Use for International Mail</small>	Return Receipt Fee (Endorsement Required)		
		Restricted Delivery Fee (Endorsement Required)		
		Total Postage & Fees	\$ 3.74	
Sent To:				
MARILYN D SWATSMORTH RR 2 BOX 126 CURWENSVILLE PA 16833-9575				
PS Form 3800, June 2000		US Postal Service		Certified Mail Receipt
				2

COMMERCIAL PRINTING CO., QUAKERTOWN, PA

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

FILED

JUL 27 2001

Dr William A. Shaw
Prothonotary

3C Atty Smith

Atty. Gen. 80.00

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11314

COUNTY NATIONAL BANK

01-1221-CD

VS.

SWATSWORTH, ROGER C. & MARILYN D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW AUGUST 1, 2001 AT 9:25 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROGER C. SWATSWORTH, DEFENDANT AT RESIDENCE, RR# 2, BOX 126C, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROGER C. SWATSWORTH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW AUGUST 1, 2001 AT 9:25 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARILYN D. SWATSWORTH, DEFENDANT AT RESIDENCE, RR# 2, BOX 126C, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROGER SWATSWORTH, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

Return Costs

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

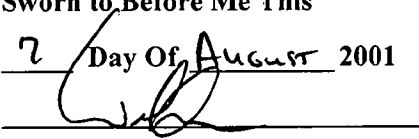
FILED

AUG 07 2001
019:00 PM
William A. Shaw
Prothonotary


(EWS)

Sworn to Before Me This

7 Day Of August 2001


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

So Answers,


Chester A. Hawkins
Sheriff

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

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

Defendants

No. 2001-1221-2

COPY

Type of Case:

FORECLOSURE

Type of Pleading:

COMPLAINT

Filed on Behalf of:

PLAINTIFF

Attorney for this party:

Peter F. Smith, Esquire

Supreme Court No. 34291

30 South Second Street

P.O. Box 130

Clearfield, PA 16830

(814) 765-5595

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

JUL 2 2001

Attest:

RECEIVED

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

No. 2001-

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

NOTICE TO DEFEND

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

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

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

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	
vs.	:	No. 2001-
	:	
ROGER C. SWATSWORTH and	:	
MARILYN D. SWATSWORTH,	:	
husband and wife,	:	
Defendants	:	

COMPLAINT TO FORECLOSE MORTGAGE

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

1. The name of the Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with its principal office at One South Second Street, Clearfield, Pennsylvania, 16830.
2. The names of the Defendants are **ROGER C. SWATSWORTH** and **MARILYN D. SWATSWORTH**, husband and wife, whose last known address is RR 2, Box 126c, Curwensville, Pennsylvania, 16833.
3. The parcel of real estate subject to this action has an address of RD 1, Box 281R, Route 879, Pike Township, Clearfield County, Pennsylvania, more particularly described as follows:

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

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

(formerly U.S. Route 322) North fourteen degrees twenty-eight minutes East (N 14° 28' E) two hundred seventy-five (275) feet to a point and place of BEGINNING.

Tax Map Number 126-H10-63.2.

BEING the same property conveyed to Roger C. Swatsworth and Marilyn D. Swatsworth by deed recorded in Clearfield County by deed recorded in Record Volume 1561, Page 575.

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

5. Defendants also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligations to pay the \$27,816.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

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

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

9. On or about March of 2001, Defendants failed to make the full monthly payment of \$390.99, and at no time since then have all monthly payments been made which constitutes a default.

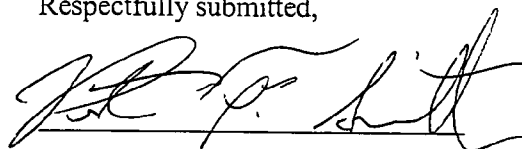
10. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$2,033.15 as of July 20, 2001.

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

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

Respectfully submitted,

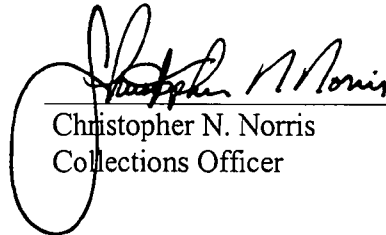
Dated: 7-26-01

A handwritten signature in cursive script, appearing to read "J. R. P. Hill", written over a horizontal line.

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 25th
day of July, 2001.



Notary Public



MORTGAGE

VOL 1715 PAGE 443

THIS MORTGAGE, dated

November 3, 1995

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

~~organized and existing under the laws of the State of~~
~~XXXXXXXXXXXXXXXXXXXXX/partnership/proprietorship/individuals~~

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

COUNTY NATIONAL BANK, Clearfield, Pennsylvania 16830

(called "Lender").

As used in this Mortgage,

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

A. **THE PROPERTY:** FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, as security for the prompt payment and performance of all Obligations (as defined below in Paragraph B), Owner grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, all of Owner's right, title and interest in the real property described in Schedule "A" (called the "Property"), which is attached to and made a part of this Mortgage, together with all present and future buildings, improvements, additions and fixtures, and all alleys, passageways, easements, rights (including mineral and water rights), liberties, privileges, hereditaments and appurtenances, and all reversions, remainders, rents, royalties, issues and profits, now or later accruing or pertaining to the Property. The Property is commonly known as R.D.1, Box 281R, Route 879, Curwensville, PA, 16833,

more fully described on attached "Exhibit A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Debtor and/or Owner fails to make any payment on the Instrument as and when due or on demand;
2. Debtor and/or Owner fails to pay or perform any of the Obligations as and when due; or
3. Any warranty or representation or covenant or agreement contained in this Mortgage, in the Instrument, or in any document or instrument evidencing any of the Obligations, is breached.

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

1. At its sole discretion, cure the Event of Default and add the costs of such cure to the principal sum then due on the Obligations. Lender may charge interest on such payment, from the date of such payment, at a rate equal to the greater of 15% per annum or the rate provided in the Instrument.
2. On providing any timely notice of default and of Owner's right to cure the default as may then be provided by law, and failing appropriate and timely cure by Owner, accelerate and declare immediately due and payable all amounts due under the Instrument and under any or all of the Obligations.
3. Refer this Mortgage to an attorney for collection and/or to foreclose on the Property, or to take such other action at law or in equity for the enforcement of this Mortgage as the law may allow, for the entire unpaid balance thereof, together with Lender's costs in curing any Event of Default, with interest thereon at the greater of 15% per annum or the rate charged on the Instrument, and all costs of suit and Lender's reasonable attorneys' fees.

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

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

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

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




Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:48 AM 11-3-95
BY *John Ayres*
FEES 13.00
Karen L. Starck, Recorder

EXHIBIT "A"

195-38-1791

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

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

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

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

Conditions: The conditions for future advances are _____

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

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

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

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

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

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

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

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

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

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

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

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

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

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

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

PAYMENTS: I agree to pay this note as follows:

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

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

☒ **Installments:** I agree to pay this note in 120 payments. The first payment will be in the amount of \$ 391.08

and will be due ~~11-20-95~~ 11-20-95. A payment of \$ 391.08 will be due on the 20th of each month

unpaid balance of principal and interest will be due ~~10-20-2005~~ 10-20-2005 thereafter. The final payment of the entire

PURPOSE: The purpose of this loan is refinance

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

x Roger Swatsworth x [Signature] x _____

ADDITIONAL TERMS: _____

Exhibit B



COUNTY NATIONAL BANK

June 13, 2001

CERTIFIED MAIL:

7106 4575 1292 1703 6936

7106 4575 1292 1703 6943

First Class Mail

Roger C. Swatsworth
RR 2, Box 126C
Curwensville, PA 16833-9576

Marilyn D. Swatsworth
RR 2, Box 126C
Curwensville, PA 16833-9576

Re: County National Bank
Delinquent Mortgage Account # 950423-3

Dear Mr. and Mrs. Swatsworth:

The Mortgage, which you executed on November 3, 1995, in favor of County National Bank for \$27,816.00, is in default. This Mortgage is recorded in Clearfield County Record Book Number 1715, Page Number 0443. This mortgage encumbers and places lien upon your commercial property known as RR 1, Box 281R, Route 879, Curwensville, Clearfield County, Pennsylvania, 16833.

You have failed to make the full monthly payments since March 2001, and are in default. The total amount of default is \$1,231.62, which includes \$58.65 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 \$1,231.62, which includes delinquent payments of \$1,172.97 and late charges of \$58.65; or,
2. Second, you can pay this mortgage off entirely by tendering \$16,980.34, which includes a balance of \$16,276.35; accrued interest through 6/13/01 of \$627.84; late charges of \$58.65; and a loan satisfaction fee of \$17.50.

Interest will accrue at the rate of \$5.4626106 a day from June 13, 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

CNLB
COUNTY NATIONAL BANK

P.O. Box 42 / Market & Second Streets / Clearfield, PA 16830-0042
 Address Service Requested



CERTIFIED MAIL

7106 4575 1292 1703 6936
RETURN RECEIPT REQUESTED

First Notice 6-1
 2nd Notice 6-1
 Return 6-5

ROGER C SWATSWORTH
 RR 2 BOX 126C
 CURWENSVILLE



unclaim
☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT
☐ NO SUCH NUMBER
☐ NOT DELIVERABLE
 - UNABLE TO FORWARD

168300042

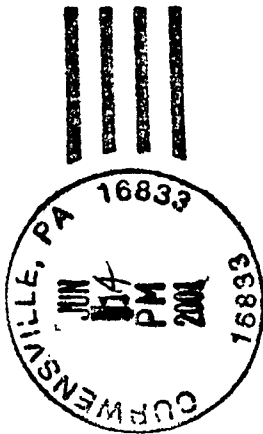
9669 E021 2621 5254 9012
 7106 4575 1292 1703 6936

US Postal Service Receipt for Certified Mail <small>No Insurance Coverage Provided Do Not Use for Registered Mail</small>	Postage	\$	Postmark Here 6-12-01
	Certified Fee		
	Return Receipt Fee (Endorsement Required)		
	Restricted Delivery Fee (Endorsement Required)		
	Total Postage & Fees	\$ 3.74	
Sent To: ROGER C SWATSWORTH RR 2 BOX 126C CURWENSVILLE, PA 16830-0042			
PS Form 3800, June 2000		US Postal Service	Certified Mail Receipt

CNLB

COUNTY NATIONAL BANK

P.O. Box 42 / Market & Second Streets / Clearfield, PA 16830-0042
Address Service Requested



CERTIFIED MAIL

7106 4575 1292 1703 6943
RETURN RECEIPT REQUESTED

NAME _____
1st Notice 6-13
2nd Notice 6-15
Return 6-15

MARILYN D SWARTZ
RR 2 BOX 126
CURWENSVILLE



☐ INSUFFICIENT
☐ ATTEMPTED N
☐ NO SUCH NUM
☐ NOT DELIVER
- UNABLE TO !

7106 4575 1292 1703 6943

US Postal Service Receipt for Certified Mail <small>No Insurance Coverage Provided Do Not Use for Registered Mail</small>	Postage	\$	Postmark Here <u>6-12-01</u>
	<i>CNN</i> Certified Fee		
	Return Receipt Fee (Endorsement Required)		
	Restricted Delivery Fee (Endorsement Required)		
	Total Postage & Fees	\$ <u>3.74</u>	
Sent To: MARILYN D SWARTZ RR 2 BOX 126 CURWENSVILLE, PA 16830-0042			
PS Form 3800, June 2000		US Postal Service	Certified Mail Receipt

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

CNB Bank, formerly known as,
County National Bank,
Plaintiff

vs.

Roger C. Swatsworth and
Marilyn D. Swatsworth,
Defendant

No. 01-1221-CD

PRAECIPE TO DISCONTINUE

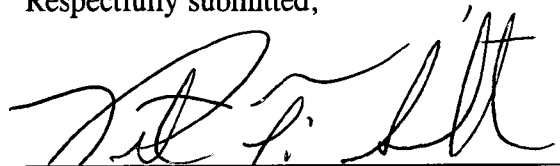
TO: William A. Shaw, Sr., Prothonotary

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

Respectfully submitted,

Date:

6/28/07



Peter F. Smith, Esquire
Attorney for Plaintiff

FILED No CC
01:03:34 PM
JUL 03 2007
Cest. of Disc.
to Atty
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

County National Bank

Vs.

No. 2001-01221-CD

Roger C. Swatsworth
Marilyn D. Swatsworth

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