

02-106-CD  
COUNTY NATIONAL BANK -vs- BARBARA M. LEIGEY

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

COUNTY NATIONAL BANK, : No. 2002- 106- C0

Plaintiff : Type of Case:  
**FORECLOSURE**

vs:

BARBARA M. LEIGEY,  
a/k/a BARBARA M. HELD, : Type of Pleading:  
**COMPLAINT**

Defendant : 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**

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William A. Shaw Prothonotary BY PLFF.  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
vs.	:	No. 2002-
BARBARA M. LEIGEY,	:	
a/k/a BARBARA M. HELD	:	
Defendant	:	

**NOTICE TO DEFEND**

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

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

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

## ***AMERICANS WITH DISABILITIES ACT OF 1990***

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

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

COUNTY NATIONAL BANK,  
Plaintiff

vs. : No. 2002-

BARBARA M. LEIGEY,  
a/k/a BARBARA M. HELD  
Defendant

**COMPLAINT TO FORECLOSE MORTGAGE**

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

1. The name of the Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with its principal office at One South Second Street, Clearfield, Pennsylvania, 16830.
2. The name of the Defendant is **BARBARA M. LEIGEY, a/k/a BARBARA M. HELD**, whose last known address is P.O. Box 330, 241 Jared Ct, Phoenix, Oregon, 97535.
3. The parcel of real estate subject to this action has an address of RR #2, (formerly RR # 1), Box 420, Woodland, Clearfield County, Pennsylvania, more particularly described as follows:

**ALL that certain parcel of land, situate in Bradford Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:**

**BEGINNING at a point at the intersection of the western right-of-way of State Highway Route No. 970 with the northeastern right-of-way Township Road No. T-617; thence along said western right-of-way of S. R. Route 970 running parallel to and forty (40) feet therefrom the center North one (1) degree four (4) minutes fifty-three (53) seconds East four hundred fifty-nine and nineteen hundredths (459.19) feet to an iron stake on corner now of formerly of Reed and Marsha Finnigan; thence by same South sixty-eight (68) degrees fifty-three (53) minutes West ninety-one (91) feet to an iron pin; thence still by the same North twenty-seven (27) degrees zero (00) minutes West one hundred six and eight hundredths (106.08) feet to an iron bolt (all threaded) on corner now or formerly of Mervyl C. Yeager; thence by same South sixty (60) degrees forty-five (45) minutes forty (40) seconds West one hundred fourteen (114) feet to an iron pipe in northeastern right-of-way South twenty-five (250 degrees forty-one (41) minutes fifty-seven (57) seconds East five hundred sixteen and twenty-two hundredths (516.22) feet to the place of beginning. Believed to contain 1.2712 acres.**

**Being the same parcel of land designated as 1.2712 acres on the plot plan prepared for Gary**

W. Leigey by Fred H. Shuss, P.E.D. dated April 21, 1989, a copy being attached to Deed located in Clearfield County Deeds & Records Book Volume 1363, page 433.

**BEING the same premises conveyed to the Grantor herein by deed dated September 30, 1996 and recorded in Clearfield County Record Volume 1793, page 148.**

4. Defendant mortgaged the property described above to County National Bank, Plaintiff, by instrument dated March 30, 1998 for principal debt of \$56,000.00, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1919, Page 240. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Note dated March 30, 1998 in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$56,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. 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. Defendant is entitled to any credits or set-offs

9. On or about July 30, 2001 Defendant failed to make the full monthly payment of \$525.32, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$3,287.69 as of January 14, 2002 which includes a late charge of \$131.35.

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 January 14, 2002, are as follows:

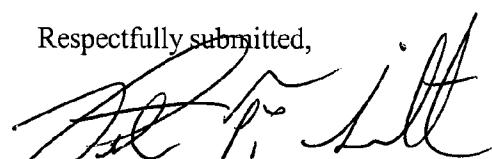
a)	Balance	\$50,911.54
b)	Late Charge	\$ 131.35
c)	Interest Due to 01/14/02	\$ 2,280.83
d)	Interest accruing after 01/14/012 at \$11.9076435 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees to be added	\$ _____
g)	Satisfaction fee	\$ 17.50
h)	Escrow balance due	\$ 266.62
 <b>PRELIMINARY TOTAL</b>		 <b>\$53,607.84</b>
 <b>FINAL TOTAL</b>		 <b>\$</b>

13. Defendant does not reside at the real estate subject to this action. Therefore no compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 *et seq.*, or 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.*, is necessary.

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

Dated: January 15, 2002

Respectfully submitted,

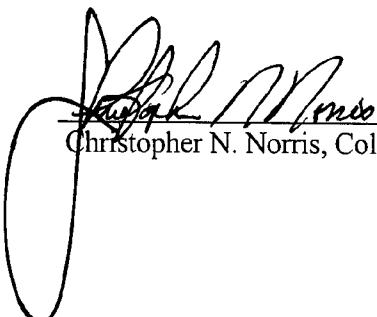


Peter F. Smith  
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

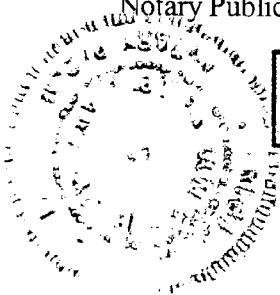
CHRISTOPHER N. NORRIS, being duly sworn according to law, deposes and says that he is the Collections Officer for COUNTY NATIONAL BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge,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

  
Christopher N. Norris, Collections Officer

SWORN TO AND SUBSCRIBED  
before me this 17<sup>th</sup>  
day of January, 2002.

Patricia A. London  
Notary Public

NOTARIAL SEAL  
PATRICIA A. LONDON, NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD CO.  
MY COMMISSION EXPIRES JULY 12, 2004



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

VOL 1793 PAGE 153

CLEARFIELD COUNTY, PENNSYLVANIA  
RECORDED 10-7-96  
BY R.O. Gschmidt  
15:50  
KAREN L. STAICH, Recorder

Karen L. Staich  
Karen L. Staich  
10-7-96

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 19...96. The mortgagor is BARBARA M. LEIGEY on October 2.  
the laws of COUNTY NATIONAL BANK, Clearfield, Pennsylvania ("Borrower"). This Security Instrument is given to which is organized and existing under  
Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830 and whose address is the Commonwealth of Pennsylvania ("Lender"). Borrower owes Lender the principal  
sum of Forty-seven Thousand and 00/100 ("U.S. \$ 47,000.00"). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 2, 2011. Dollars  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions  
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield,  
County, Pennsylvania.

SEE LEGAL DESCRIPTION ATTACHED HERETO.

which has the address of R.R. #1, Woodland  
Pennsylvania 16881 [Street] [City]  
[Zip Code] ("Property Address");

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

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

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

### UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

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

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

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

Form 3039 (9/90) (page 1 of 4 pages)

See Satisfaction of Mortgage, Deeds and Records Book 1925 156  
4-21-98 Karen L. Staich

Recorder of Deeds

LEGAL DESCRIPTION

*ALL* that certain parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

*BEGINNING* at a point at the intersection of the western right-of-way of State Highway Route No. 970 with the northeastern right-of-way of Township Road No. T-617; thence along said western right-of-way of S.R. Route 970 running parallel to and forty (40) feet therefrom the center line North one (1) degree four (4) minutes fifty-three (53) seconds East four hundred fifty-nine and nineteen-hundredths (459.19) feet to an iron stake on corner now or formerly of Reed and Marsha Finnigan; thence by same South sixty-eight (68) degrees fifty-three (53) minutes West ninety-one (91) feet to an iron pin; thence still by same North twenty-seven (27) degrees zero (00) minutes West one hundred six and eight hundredths (106.08) feet to an iron bolt (all threaded) on corner now or formerly of Mervyl C. Yeager; thence by same South sixty (60) degrees forty-five (45) minutes forty (40) seconds West one hundred fourteen (114) feet to an iron pipe in northeastern right-of-way of Township Road No. T-617, a thirty-three (33) foot wide roadway; thence by said right-of-way South twenty-five (25) degrees forty-one (41) minutes fifty-seven (57) seconds East five hundred sixteen and twenty-two hundredths (516.22) feet to the place of beginning. Believed to contain 1.2712 acres.

*BEING* the same premises as was conveyed to the Mortagor herein by Deed of Gary W. Leigey, et al dated September 30, 1996 and entered for record in the Recorder's Office of Clearfield County in Deed & Records Book Volume 1793, Page 146.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOL 1793 PAGE 158

8464095  
SCOTT A STUART

SATISFACTION PIECE

Made this Day: 10/02/96  
Name of Mortgagor(s): SCOTT A STUART  
DARLENE K STUART

Name of Mortgagee: TOWNE & COUNTRY MORTGAGE CORP

Name of Last Assignee: INTEGRA MORTGAGE COMPANY

Date of Mortgage: 07/18/91

Original Mortgage Debt: \$ 25,431.00

Mortgage recorded on 07/24/91 in the Office of the Recorder of Deeds, CLEARFIELD

County, Pennsylvania, in Mortgage Book 1409, Page 299, Instrument No. \_\_\_\_\_

The last Assignment recorded on 06/20/94 in the Office of the Recorder of Deeds, CLEARFIELD

County, Pennsylvania in Mortgage Book 1612, Page 536. All that certain lot, piece or  
parcel of land situate in CLEARFIELD County, PENNSYLVANIA State,

which has the address of: BOX 132 IRVIN LN  
PENFIELD, PA 15849.

The undersigned hereby certifies the debt secured by the above-mentioned Mortgage has been fully paid or  
otherwise discharged and that upon the recording hereof, said Mortgage shall be and is hereby fully and forever  
satisfied and discharged. The undersigned also certifies that the precise residence of the Mortgagee herein is  
3232 Newmark Drive, Miamisburg, OH 45342.

NATIONAL CITY BANK OF PENNSYLVANIA  
SUCCESSOR IN INTEREST TO  
LANDMARK SAVINGS ASSOCIATION

WITNESS:

*Opie Wolfe*  
SHERI WOLFE

*Beth J. Jacobs*  
BETH J. JACOBS  
AUTHORIZED SIGNER

COMMONWEALTH OF OHIO

SS:

COUNTY OF MONTGOMERY

On this, the 2nd day of October, 96, before me a Notary Public, the undersigned officer, personally  
appeared, BETH J. JACOBS, who acknowledged him/herself as the

AUTHORIZED SIGNER of NATIONAL CITY BANK OF PENNSYLVANIA

and that he/she as such AUTHORIZED SIGNER, being authorized to do so, executed the foregoing  
instrument for the purposes therein contained by signing the name of the Corporation by him/herself as the

AUTHORIZED SIGNER.

IN WITNESS WHEREOF I, the undersigned, do set my hand and official seal.  
THE STATE OF OHIO  
MY COMMISSION EXPIRES  
AUGUST 4, 2000



*Mary H. Bronston*  
Notary Public  
MARY H. BRONSTON

FROM: NATIONAL CITY BANK OF PENNSYLVANIA

TO: SCOTT A STUART  
DARLENE K STUART

TO RECORDER OF DEEDS: PLEASE MAIL THIS SATISFACTION PIECE TO:

MARY H. BRONSTON

NATIONAL CITY MORTGAGE CO.

3232 NEWMARK DRIVE, ATTN: PAYOFFS

MARY H. BRONSTON, OH 45342

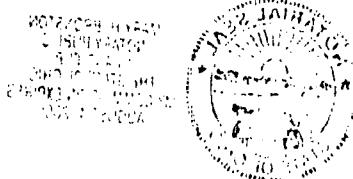
VOL 1793 PAGE 159

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 10/1/96  
ENTERED OF RECORD  
TIME 2:36 PM  
BY *Teddy McAlley*  
FEES *\$1.00*  
Karen L. Starck, Recorder



Entered of Record Oct 7 1996, 2:36 PM Karen L. Starck, Recorder

## ADJUSTABLE RATE NOTE

(5 Year Treasury Index — Rate Caps)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.**

March 30, 1998 Clearfield, Pennsylvania  
[City] [State]  
R.R. #1, P.O. Box 180, Woodland, PA 16881  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 56,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.17%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

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

I will make my monthly payments on the 30th day of each month beginning on April 30, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on March 30, 2018, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at any office of County National Bank or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 474.35. This amount may change.

#### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the 30th day of March, 2003, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three-fourths percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 10.17 % or less than 6.17 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than 13.17 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

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

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

**6. LOAN CHARGES**

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

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

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

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver by Note Holder

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

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

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

## 8. GIVING OF NOTICES

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

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

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 10. WAIVERS

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

## 11. UNIFORM SECURED NOTE

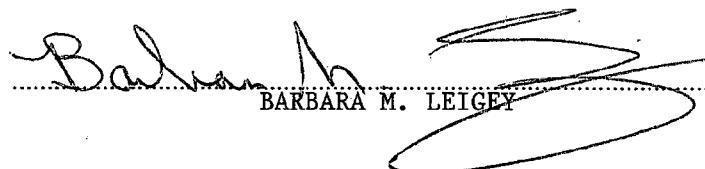
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

  
.....  
BARBARA M. LEIGEY

.....(SEAL)  
-Borrower

.....(SEAL)  
-Borrower

.....(SEAL)  
-Borrower

[Sign Original Only]

## ADDENDUM TO MORTGAGE NOTE

This Addendum is made this 30th day of March, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage Note of March 30, 19 98, in the amount of \$ 56,000.00.

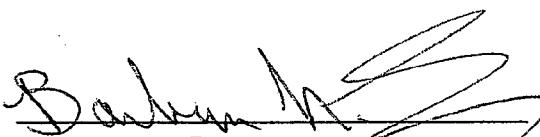
In addition to the terms and conditions in the Mortgage Note, I/we further agree with you as follows:

Automatic Payment Deduction: I/We authorize you to automatically deduct my/our monthly payment from my/our checking account number 6-02178-6, that I/we maintain with you, on the date each monthly payment is due. If I/we fail to maintain a balance in the account sufficient to cover the monthly payment when it is due, you may, at your sole discretion, terminate the Automatic Payment Deduction.

As long as the Automatic Payment Deduction is in effect, my/our interest rate will be 8.17 %.

If the Automatic Payment Deduction is terminated for any reason, the interest rate on my/our mortgage loan will increase by 1/4 of 1%. The new rate will be effective on the first payment due date following the cancellation of the Automatic Payment Deduction.

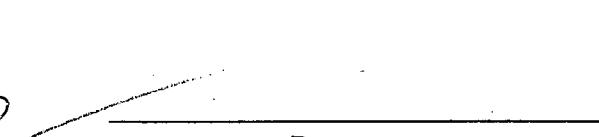
No other terms or conditions of the Mortgage Note are changed. I/We have received a copy of this addendum on today's date.



Barbara

Borrower

---



Borrower

—Lap over margin—

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

FILED

JAN 22 1992

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12001

COUNTY NATIONAL BANK

02-106-CD

VS.

LEIGEY, BARBARA M. a/k/a BARBARA M. HELD

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JANUARY 23, 2002 MAILED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE TO BARBARA M. LEIGEY a/k/a BARBARA M. HELD, DEFENDANT BY CERT. MAIL # 7000 0600 0022 9001 8065 AT PO BOX 330, 241 JARED CT. PHOENIX, OREGON 97535 BEING HER LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. THE LETTER WAS SENT MARKED "ADDRESSEE ONLY".

---

Return Costs

Cost	Description
26.17	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

MAR 25 2002

01930 am  
William A. Shaw  
Prothonotary

Sworn to Before Me This

So Answers,

25th Day Of March 2002  
Jacqueline Kendrick  
Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

Chester Hawkins  
by Mandy Harris  
Chester A. Hawkins  
Sheriff

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*

Article Sent To:  
[Redacted]

Postage	\$ 1.03
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.83

Name (Please Print Clearly) (to be completed by mailer)  
BARBARA M. LEIGEY a/k/a BARBARA M. HELD  
Street, Apt. No., or PO Box No.  
PO Box 330, 241 Jared Ct.  
OR 97535

Postmark  
CLEARFIELD PA 16830  
JAN 23 2002  
USPS

28 Form 3800, July 1999  
See Reverse for Instructions

**Certified Mail Provides:**

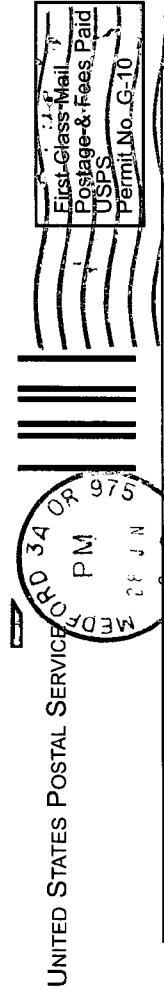
- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

1200

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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



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

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

1400

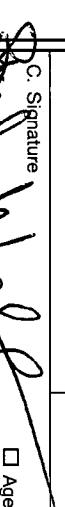
43042355

**SENDERS COMPLETE THIS SECTION**

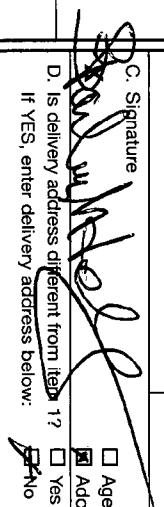
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**COMPLETE THIS SECTION ON DELIVERY**

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

C. Signature 

Agent  
 Addressee

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

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)**

Yes

2. Article Number (Copy from service label)

7000 0600 0022 9001 8065

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

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

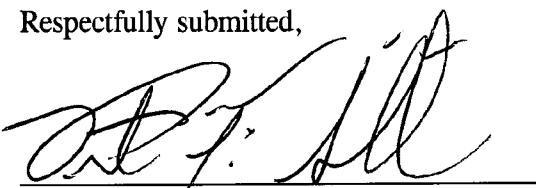
CNB Bank, formerly known as, :  
County National Bank, :  
Plaintiff :  
: :  
vs. : No. 02-0106-CD  
: :  
Barbara M. Leigey, :  
a/k/a Barbara M. Held, :  
Defendant : :

**PRAECIPE TO DISCONTINUE**

TO: William A. Shaw, Sr., Prothonotary

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

Respectfully submitted,

  
Peter F. Smith, Esquire  
Attorney for Plaintiff

Date: 6/28/07

FILED No CC  
010:34 PM  
JUL 03 2007 Cert. of Disc.  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Atty

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

**County National Bank**

Vs. **No. 2002-00106-CD**  
**Barbara M. Leigey**

**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 County National Bank.

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