

02-150-CD
COUNTY NATIONAL BANK -vs- FREDERICK P. HESS

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

FREDERICK P. HESS
Defendant

No. 2002- 150-CD

Type of Case:

FORECLOSURE

Type of Pleading:

COMPLAINT

Filed on Behalf of:

PLAINTIFF

Attorney for this party:

Peter F. Smith, Esquire

Supreme Court ID #34291

P.O. Box 130

30 South Second Street

Clearfield, PA 16830

(814) 765-5595

FILED

JAN 31 2002

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2002-
FREDERICK P. HESS	:	
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.

COURT ADMINISTRATOR
Clearfield County Courthouse
Market and Second Streets
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.

Clearfield County Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

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

COUNTY NATIONAL BANK :
Plaintiff :
 :
vs. :
 : No. 2002-
FREDERICK P. HESS :
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 Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with principal offices at One South Second Street, Clearfield, PA 16830 (hereinafter "CNB").

2. The name of the Defendant is **FREDERICK P. HESS**, whose last known address is 1 Apple Street, Clearfield, PA 16830.

3. The parcel of real estate subject to this action is more particularly described as follows:

ALL that certain lot or piece or parcel of ground situate in the First Ward of the Borough of Clearfield, County of Clearfield, State of Pennsylvania, bounded and described as follows:

FRONTING forty-five (45) feet on Apple Street and extending back, with a uniform width, in depth one hundred twenty (120) feet to Orchard Street, and known as Lot No. 13 in the A.P. Spangler revised plot or addition to Clearfield, Pennsylvania, which appears not to be recorded, but the original plot of which is recorded in Miscellaneous Book NO. 25, Page 565.

EXCEPTING AND RESERVING that certain piece conveyed to Charles Terrence Howell and Virginia A. Howell by deed dated May 14, 1987, and recorded May 26, 1987 in Deed and Record Book 1159, page 496, bounded and described as follows:

BEGINNING at a point on Apple Street on the Northeast corner of Lot No. 14; thence along Apple Street in a northerly direction eight (8) feet to a point being the Southeast corner of Lot No. 13; thence in a westerly direction one hundred twenty (120) feet along Lot No. 13 to Orchard Street; thence South along Orchard Street eight (8) feet to a point being the Northwest corner of Lot No. 14; thence along Lot No. 14 in an easterly direction one hundred twenty (120) feet to a point and place of beginning. BEING a strip of land between Lot No. 13 and 14 in the Plot of the A.P. Spangler Addition to Clearfield, Pennsylvania, as recorded in Miscellaneous Book 25, page 565.

BEING the same premises which Deposit Bank granted and conveyed unto Frederick P. Hess, Mortgagor herein, by deed dated June 1, 1992 and recorded July 2, 1992 in the office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book Volume 1470, Page 435.

Tax Map No. 4-1-K8-200-14

4. Defendant mortgaged the property described above to County National Bank, Plaintiff, by instrument dated February 20, 1998, for a principal debt of \$31,700.00, together with interest. Said mortgage was recorded in Clearfield County Record Book 1910, Page 202. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$31,700.00 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 the underlying obligation to pay the note.

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

9. On or about August 25, 2001, Defendant failed to make a payment of \$390.12, the September through November payments of \$395.21 each and the December payment of \$400.23, 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 \$2,035.26 as of January 9, 2002.

11. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.

12. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of January 9, 2002, are as follows:

a)	Balance	\$26,850.51
b)	Interest Due to 1/09/02	\$ 1,223.19
c)	Interest accruing after 1/09/02 at \$7.4584750 per day (to be added)	\$
d)	Late charges	\$ 59.28
e)	Satisfaction Fee	\$ 17.50
f)	Costs of Suit (to be added)	\$
g)	Attorney's commission of amounts reasonably and actually incurred	\$
h)	Un-applied Balance	\$ - 5.09
	Preliminary Total	\$28,145.39
	FINAL TOTAL	\$

13. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A.

Sections 101 et seq. 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., Plaintiff sent a letter to the Defendant by Certified Mail on November 29, 2001, at his last known address advising him of this default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

14. True and correct copies of the certified mail receipts postmarked by the U. S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

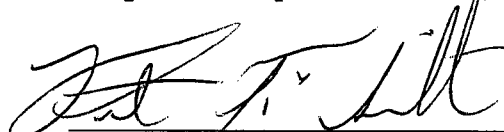
15. More than thirty (30) days have elapsed since the mailing of said notices. Neither Plaintiff or Plaintiff's counsel have received notice that the Defendant has asserted his rights under said notices.

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

Respectfully submitted,

Date:

1-30-02

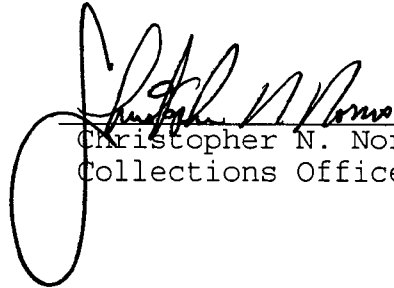


Peter F. Smith
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CLEARFIELD :

CHRISTOPHER N. NORRIS, being duly sworn according to law, deposes and says that he is the Collection 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.

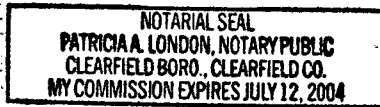


Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 30th
day of January, 2002.



Notary Public



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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 9:45a 2-25-98
BY Kim Kesner
FEES 15.50
Karen L. Starck, Recorder



Karen L. Starck

Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 20, 1998. The mortgagor is Frederick P. Hess ("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Thirty-One Thousand Seven Hundred Dollars (U.S. \$ 31,700.00). 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 February 25, 2013. 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 attached page for description.

which has the address of 1 Apple Street, Clearfield, Pennsylvania 16830 ("Property Address");
[Street] [City] [Zip Code]

Form 3039 9/90 (page 2 of 4 pages)

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.

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.

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.

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.

1910-204
Borrower to pay all sums secured by this Security Instrument 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 so 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 charges 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 sums 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 recorded, the recording of this Security Instrument shall constitute notice to all persons of the terms and conditions of this Security Instrument.

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 a 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.

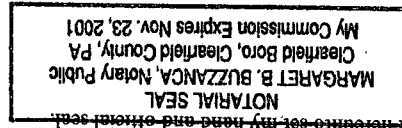
13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such 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 exceeded 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

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

County ss: _____
On this, the 25th day of January, 1998, before me, a notary public
Frederick P. Hess, known to me (or satisfactorily proven) to be the person(s)
executed the same for the purposes herein contained.
I hereunto set my hand and official seal.
MARGARET B. BUZZANCA, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires Nov. 23, 2001
Title of Officer _____
Clearfield, PA 16830
Title of Officer _____
Corner of Market & Second Street, P.O. Box 42

I hereby certify that the precise address of the within Mortgagee (Lender) is



My Commission expires:

IN WITNESS WHEREOF,

executed the same for the purposes herein contained.

whose name(s) is

the undersigned officer, personally appeared

Frederick P. Hess

day of

Clearfield, PA

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

.....
Frederick P. Hess
 Frederick P. Hess

..... (Seal)
 —Borrower

..... (Seal)
 —Borrower

ALL that certain lot or piece or parcel of ground situate in the First Ward of the Borough of Clearfield, County of Clearfield, State of Pennsylvania, bounded and describe as follows;

FRONTING forty-five (45) feet on Apple Street and extending back, with a uniform width, in depth one hundred twenty (120) feet to Orchard Street and known as Lot No. 13 in the A. P. Spangler revised plot or addition to Clearfield, Pennsylvania, which appears not to be recorded, but the original plot of which is recorded in Miscellaneous Book No. 25, Page 565.

EXCEPTING AND RESERVING that certain piece conveyed to Charles Terrence Howell and Virginia A. Howell by deed dated May 14, 1987, and recorded May 26, 1987 in Deed and Record Book 1159, page 496, bounded and described as follows:

BEGINNING at a point on Apple Street on the Northeast corner of Lot No. 14; thence along Apple Street in a northerly direction eight (8) feet to a point being the Southeast corner of Lot No. 13; thence in a westerly direction one hundred twenty (120) feet along Lot No. 13 to Orchard Street; thence South along Orchard Street eight (8) feet to a point being the Northwest corner of Lot No. 14; thence along Lot No. 14 in an easterly direction one hundred twenty (120) feet to a point and place of beginning. BEING a strip of land between Lot No. 13 and 14 in the Plot of the A. P. Spangler Addition to Clearfield, Pennsylvania, as recorded in Miscellaneous Book 25, page 565.

BEING the same premises which Deposit Bank granted and conveyed unto Frederick P. Hess, Mortgagor herein, by deed dated June 1, 1992 and recorded July 2, 1992 in the office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book Volume 1470, page 435.

NOTE

February 20, 19 98

Clearfield, Pennsylvania
[City] [State]

1 Apple Street
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 31,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. 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 10%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(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 25th day of each month beginning on March 25, 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 February 25, 2013, 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 Clearfield, Pennsylvania or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 340.65.

4. 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 date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is 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

8. 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.

9. 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.

10. 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 which 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.

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.

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

Frederick P. Hess.....(Seal)
Frederick P. Hess.....Borrower

.....(Seal)
.....Borrower

.....(Seal)
.....Borrower

[Sign Original Only]



COUNTY NATIONAL BANK

November 29, 2001

CERTIFIED MAIL:

7106 4575 1292 5745 0105

First Class Mail

Frederick P. Hess
1 Apple St.
Clearfield, PA 16830-1717

Re: County National Bank
Delinquent Mortgage Account # 329268-3

Dear Mr. Hess:

The Mortgage, which you executed on February 20, 1998, in favor of County National Bank, for \$31,700.00, is in default. This Mortgage is recorded in Clearfield County Record Volume Number 1910, Page Number 0202. It encumbers and places a lien upon your residence known as 1 Apple Street, Clearfield, Pennsylvania, 16830.

You have failed to make the full monthly payments since August 2001, and are in default. The total amount of default is \$1,615.27, which includes \$39.52 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 \$1,615.27, which includes delinquent payments of \$1,580.84 and late charges of \$39.52, less unapplied funds of \$5.09; or,
2. Second, you can pay this mortgage off entirely by tendering \$27,908.60, which includes a balance of \$26,850.51; accrued interest through 11/29/01 of \$924.85; late charges of \$39.52; escrow due of \$81.31; and a satisfaction fee of \$17.50; less \$5.09 in unapplied funds.

Interest will accrue at the rate of \$7.4584750 a day from November 29, 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

Fred Hess
November 29, 2001
Page 2

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

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balance as stated in Paragraph 2 will become immediately due and payable. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$27,908.60, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by County National Bank, but in no event exceeding eight (8%) percent of the total indebtedness. If CNB obtains judgment against you for those amounts, it can then execute against your residence, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, April 5, 2002.**

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

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

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

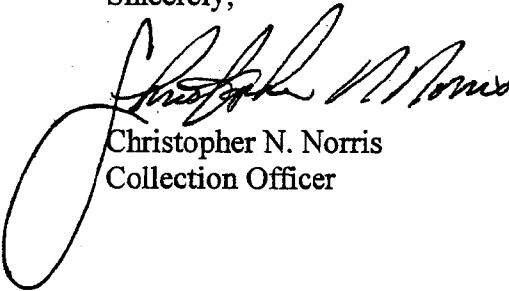
If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

Fred Hess
November 29, 2001
Page 3

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

However, if you fail to exercise your right under the Homeowner's Emergency Mortgage Assistance Act or fail to cure your default within thirty (30) days, which is on or before December 29, 2001, the bank will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher N. Norris". The signature is written in a cursive style with a large, looping initial "C".

Christopher N. Norris
Collection Officer

ACT 91 NOTICE

November 29, 2001

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDA EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE PARA UN PRESTAMO POR EL PROGRAMA IIMODO "Homeowner's Emergency Mortgage Assistance Program" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME (S): **Frederick P. Hess**

PROPERTY ADDRESS: **1 Apple Street
Clearfield, PA 16830-1717**

LOAN ACCOUNT NUMBER: **329268-3**

ORIGINAL LENDER: **County National Bank**

CURRENT LENDER/SERVICE: **County National Bank**

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in default for the reasons set forth in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have the applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION-Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

HOW TO CURE YOUR MORTGAGE DEFAULT (BRING IT UP TO DATE).

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at:

**1 Apple Street
Clearfield, PA 16830-1717**

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

August 2001 - \$390.12

September 2001 - \$395.21

October 2001 - \$395.21

November 2001 - \$395.21

Other Charges (explain/itemize):

Late Charges - \$39.52

TOTAL AMOUNT PAST DUE: \$1,615.27

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,615.27, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

County National Bank
1 South Second Street
PO Box 42
Clearfield, PA 16830-0042

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON-The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 4 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

County National Bank
One South Second Street
PO Box 42
Clearfield, PA 16830
(814) 765-9621
(800) 492-3221

Contact Person: Christopher N. Norris, Collection Officer

EFFECT OF SHERIFF'S SALE-You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE-You may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- **TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.**
- **TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**
- **TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDER YEAR.)**
- **TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.**
- **TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**
- **TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.**

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688

Northern Tier Community Action Corp
PO Box 389, 135 W. 4th Street
Emporium, PA 15834
(814) 486-1161

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX # (412) 465-5118

Consumer Credit Counseling Services of Western PA, Inc.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100

2. Article Number



7106 4575 1292 5745 0105

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

FREDERICK P HESS
1 APPLE ST
CLEARFIELD PA 16830-1717

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Fred P. Hess

B. Date of Delivery

11-30-2001

C. Signature

x Fred P. Hess

☐ Agent

☒ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☒ No

PS Form 3811, June 2000

Domestic Return Receipt

7106 4575 1292 5745 0105



Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$ *4.17*

Postmark Here

11-29-01

Sent To:

FREDERICK P HESS
1 APPLE ST
CLEARFIELD PA 16830-1717

PS Form 3800, June 2000

US Postal Service

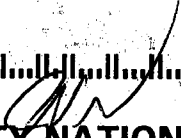
Certified Mail Receipt

UNITED STATES POSTAL SERVICE



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

• Print your name, address and ZIP Code below •

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

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

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.

FILED

FILED
JAN 31 2002

William A. Shaw
Prothonotary

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

Atty pd.
80.00
1 cc Atty Smith
1 cc Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12043

COUNTY NATIONAL BANK

02-150-CD

VS.

HESS, FREDERICK P.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 4, 2002 AT 10:20 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON FREDERICK P. HESS, DEFENDANT AT
RESIDENCE, 1 APPLE ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO FREDERICK P. HESS A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO
HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

Cost	Description
20.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

25th Day Of March 2002

Jacqueline Kendrick

Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
My Marilyn Harris

Chester A. Hawkins
Sheriff

FILED

MAR 25 2002

01930 am
William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK
Plaintiff

vs.

FREDERICK P. HESS
Defendant

2002-150-CD

FILED

MAR 27 2002

019201atty Smith
William A. Shaw
Prothonotary

Stat. to atty
Not. to Dep.

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on March 11, 2002, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendant at the following address:

Frederick P. Hess
1 Apple Street
Clearfield, PA 16830

3. More than ten days have elapsed since the mailing of said Notice, but Defendant is still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$28,145.39** plus interest and costs of suit.

a)	Balance	\$26,850.51
b)	Interest Due to 1/09/02	\$ 1,223.19
c)	Interest accruing after 1/09/02 at \$7.4584750 per day (to be added)	\$ _____
d)	Late charges	\$ 59.28
e)	Satisfaction Fee	\$ 17.50
f)	Costs of Suit (to be added)	\$ _____

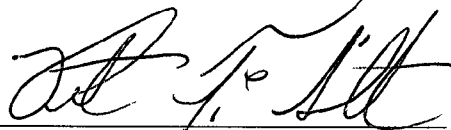
- g) Attorney's commission of amounts reasonably and actually incurred
- h) Un-applied Balance

\$ _____
\$ - 5.09

Preliminary Total
FINAL TOTAL

\$28,145.39
\$

Respectfully submitted:

A handwritten signature in dark ink, appearing to read 'Peter F. Smith', written over a horizontal line.

Peter F. Smith, Esquire

Date: March 25, 2002

PETER F. SMITH

ATTORNEY
CLEARFIELD, PA. 16830

814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK
Plaintiff

vs.

FREDERICK P. HESS
Defendant

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: 2002-150-CD
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TO: Frederick P. Hess
1 Apple Street
Clearfield, PA 16830

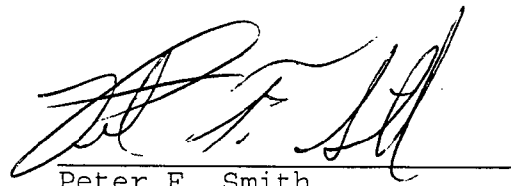
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON MARCH 22, 2002.

COURT ADMINISTRATOR
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

Date: March 11, 2002


Peter F. Smith
Attorney for Plaintiff

COPY

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

COUNTY NATIONAL BANK
Plaintiff

vs.

FREDERICK P. HESS
Defendant

2002-150-CD

Notice is given that a judgment has been entered of record in Clearfield County against Frederick P. Hess, Defendant, and in favor of the Plaintiff in the amount of \$28,145.39, plus interest and costs.

Prothonotary

By William L. Shan, Deputy

Rule of Civil Procedure No. 236

COPY

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

County National Bank
Plaintiff(s)

No.: 2002-00150-CD

Real Debt: \$28,145.39

Atty's Comm:

Vs.

Costs: \$

Int. From:

Frederick P. Hess
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 27, 2002

Expires: March 27, 2007

Certified from the record this 27th of March, 2002

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

COUNTY NATIONAL BANK
Plaintiff

vs.

FREDERICK P. HESS
Defendant

2002-150-CD

FILED

MAR 27 2002

10/9/30/01 City Smith pd 20.00
William A. Shaw
Prothonotary
6writs
Shewitt

PRAECIPE FOR WRIT OF EXECUTION

To: Clearfield County Prothonotary.

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter directed to the Sheriff of Clearfield County as follows:

1. Index this Writ against:
Frederick P. Hess
2. Property owned by the Defendant as follows:

ALL that certain lot or piece or parcel of ground situate in the First Ward of the Borough of Clearfield, County of Clearfield, State of Pennsylvania, bounded and described as follows:

FRONTING forty-five (45) feet on Apple Street and extending back, with a uniform width, in depth one hundred twenty (120) feet to Orchard Street, and known as Lot No. 13 in the A.P. Spangler revised plot or addition to Clearfield, Pennsylvania, which appears not to be recorded, but the original plot of which is recorded in Miscellaneous Book NO. 25, Page 565.

EXCEPTING AND RESERVING that certain piece conveyed to Charles Terrence Howell and Virginia A. Howell by deed dated May 14, 1987, and recorded May 26, 1987 in Deed and Record Book 1159, page 496, bounded and described as follows:

BEGINNING at a point on Apple Street on the Northeast corner of Lot No. 14; thence along Apple Street in a northerly direction eight (8) feet to a point being the Southeast corner of Lot No. 13; thence in a westerly direction one hundred twenty (120) feet along Lot No. 13 to Orchard Street; thence South along Orchard Street eight (8) feet to a point being the Northwest corner of Lot No. 14; thence along Lot No. 14 in an easterly direction one hundred twenty (120) feet to a point and place of beginning. **BEING** a strip of land between Lot No. 13 and 14 in the Plot of the A.P. Spangler Addition to Clearfield, Pennsylvania, as recorded in Miscellaneous Book 25, page 565.

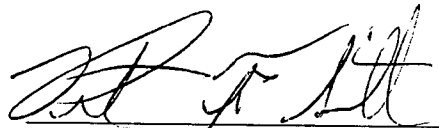
BEING the same premises which Deposit Bank granted and conveyed unto Frederick P. Hess, Mortgagor herein, by deed dated June 1, 1992 and recorded July 2, 1992 in the office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book Volume 1470, Page 435.

The lot contains a 1 1/2 story house with an address of 1 Apple Street, Clearfield, PA and is also known as Tax Map No. 4-1-K8-200-14.

3. Amounts Due:

a)	Balance	\$26,850.51
b)	Interest Due to 1/09/02	\$ 1,223.19
c)	Interest accruing after 1/09/02 at \$7.4584750 per day (to be added)	\$ _____
d)	Late charges	\$ 59.28
e)	Satisfaction Fee	\$ 17.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
h)	Un-applied Balance	\$ - 5.09
	Preliminary Total	\$28,145.39
	FINAL TOTAL	\$

Dated: March 25, 2002



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

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814-765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY'S SEAL

COPY

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

COUNTY NATIONAL BANK

Plaintiff

vs.

FREDERICK P. HESS

Defendant

2002-150-CD

**WRIT OF EXECUTION
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

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

COUNTY NATIONAL BANK
Plaintiff

vs.

FREDERICK P. HESS
Defendant

2002-150-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the real estate owned by the Defendant as follows and sell his interest therein:

ALL that certain lot or piece or parcel of ground situate in the First Ward of the Borough of Clearfield, County of Clearfield, State of Pennsylvania, bounded and described as follows:

FRONTING forty-five (45) feet on Apple Street and extending back, with a uniform width, in depth one hundred twenty (120) feet to Orchard Street, and known as Lot No. 13 in the A.P. Spangler revised plot or addition to Clearfield, Pennsylvania, which appears not to be recorded, but the original plot of which is recorded in Miscellaneous Book NO. 25, Page 565.

EXCEPTING AND RESERVING that certain piece conveyed to Charles Terrence Howell and Virginia A. Howell by deed dated May 14, 1987, and recorded May 26, 1987 in Deed and Record Book 1159, page 496, bounded and described as follows:

BEGINNING at a point on Apple Street on the Northeast corner of Lot No. 14; thence along Apple Street in a northerly direction eight (8) feet to a point being the Southeast corner of Lot No. 13; thence in a westerly direction one hundred twenty (120) feet along Lot No. 13 to Orchard Street; thence South along Orchard Street eight (8) feet to a point being the Northwest corner of Lot No. 14; thence along Lot No. 14 in an easterly direction one hundred twenty (120) feet to a point and place of beginning. **BEING** a strip of land between Lot No. 13 and 14 in the Plot of the A.P. Spangler Addition to Clearfield, Pennsylvania, as recorded in Miscellaneous Book 25, page 565.

BEING the same premises which Deposit Bank granted and conveyed unto Frederick P. Hess, Mortgagor herein, by deed dated June 1, 1992 and recorded July 2, 1992 in the office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Records Book Volume 1470, Page 435.

The lot contains a 1 1/2 story house with an address of 1 Apple Street, Clearfield, PA and is also known as Tax Map No. 4-1-K8-200-14.

2. Amounts Due:

a)	Balance	\$26,850.51
b)	Interest Due to 1/09/02	\$ 1,223.19
c)	Interest accruing after 1/09/02 at \$7.4584750 per day (to be added)	\$ _____
d)	Late charges	\$ 59.28
e)	Satisfaction Fee	\$ 17.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
h)	Un-applied Balance	\$ - 5.09

Preliminary Total	\$28,145.39
Prothonotary costs:	<u>150.34</u>

TOTAL: \$

Dated 3/27/02
William L. Shan

Prothonotary

By: _____
Deputy

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

COUNTY NATIONAL BANK
Plaintiff

vs.

FREDERICK P. HESS
Defendant

2002-150-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

____ (i) Set aside in kind (specify property to be set aside in kind):

____ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: ____ in cash ____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

COUNTY NATIONAL BANK
Plaintiff

vs.

FREDERICK P. HESS
Defendant

2002-150-CD

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO PA.R.C.P. 3129** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on April 10, 2002:

Frederick P. Hess
1 Apple Street
Clearfield, PA 16830

PA State Employees Credit Union
3211 North Front Street
P. O. Box 5300
Harrisburg, PA 17110-0300

County National Bank
P. O. Box 42
Clearfield, PA 16830

Clearfield Municipal Authority
107 E. Market Street
Clearfield, PA 16830

FILED

APR 11 2002

m/p:SS/noc
William A. Shaw
Prothonotary

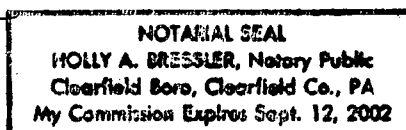
KPS



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

SWORN AND SUBSCRIBED
before me this 10th day of April, 2002.

Holly A. Bressler
Notary Public



PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12318

COUNTY NATIONAL BANK

02-150-CD

VS.

HESS, FREDERICK P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 15, 2002, AT 11:00 AM O'CLOCK A LEVY WAS TAKEN ON THE
PROPERTY OF DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, JUNE 7, 2002, AT 10:00 AM O'CLOCK.

NOW, APRIL 16, 2002, AT 10:54 AM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON FREDERICK HESS, DEFENDANT, AT
HIS PLACE OF RESIDENCE, 1 APPLE STREET, CLEARFIELD, CLEARFIELD
COUNTY, PENNSYLVANIA, 16830, BY HANDING TO FREDERICK HESS,
DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF
EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO
HIM THE CONTENTS THEREOF.

NOW, JUNE 7, 2002, A SALE WAS HELD ON THE PROPERTY OF DEFENDANT.
PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00)
PLUS COSTS. COSTS WILL BE PAID FROM ADVANCE.

NOW, JUNE 20, 2002 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED
ADVANCE TO ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12318

COUNTY NATIONAL BANK

02-150-CD

VS.

HESS, FREDERICK P.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$186.08

SURCHARGE \$20.00

PAID BY ATTORNEY

FILED

JUN 20 2002

01362

William A. Shaw
Prothonotary

gas

So Answers,

Chester A. Hawkins
By Cynthia B. Aushenbaugh
Chester A. Hawkins
Sheriff

Sworn to Before Me This

26th Day Of *June* 2002
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

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

COUNTY NATIONAL BANK

Plaintiff

vs.

FREDERICK P. HESS

Defendant

2002-150-CD

**WRIT OF EXECUTION
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

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

COUNTY NATIONAL BANK
Plaintiff

vs.

FREDERICK P. HESS
Defendant

2002-150-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the real estate owned by the Defendant as follows and sell his interest therein:

ALL that certain lot or piece or parcel of ground situate in the First Ward of the Borough of Clearfield, County of Clearfield, State of Pennsylvania, bounded and described as follows:

FRONTING forty-five (45) feet on Apple Street and extending back, with a uniform width, in depth one hundred twenty (120) feet to Orchard Street, and known as Lot No. 13 in the A.P. Spangler revised plot or addition to Clearfield, Pennsylvania, which appears not to be recorded, but the original plot of which is recorded in Miscellaneous Book NO. 25, Page 565.

EXCEPTING AND RESERVING that certain piece conveyed to Charles Terrence Howell and Virginia A. Howell by deed dated May 14, 1987, and recorded May 26, 1987 in Deed and Record Book 1159, page 496, bounded and described as follows:

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The lot contains a 1 1/2 story house with an address of 1 Apple Street, Clearfield, PA and is also known as Tax Map No. 4-1-K8-200-14.

2. Amounts Due:

a)	Balance	\$26,850.51
b)	Interest Due to 1/09/02	\$ 1,223.19
c)	Interest accruing after 1/09/02 at \$7.4584750 per day (to be added)	\$ _____
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e)	Satisfaction Fee	\$ 17.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
h)	Un-applied Balance	\$ - 5.09
Preliminary Total		\$28,145.39
Prothonotary costs:		<u>150.34</u>

TOTAL:

\$

Dated: 3/27/02

Willie L. L. L.
Prothonotary

By: _____
Deputy

RECEIVED MAR 27 2002

@ 10:05 AM

Chester A. Hawkins
by Margaret H. Patt

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

COUNTY NATIONAL BANK

Plaintiff

vs.

2002-150-CD

FREDERICK P. HESS

Defendant

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

____ (i) Set aside in kind (specify property to be set aside in kind):

____ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: ____ in cash ____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814-765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME HESS NO. 02-150-CD

NOW, June 10, 2002 by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the court House in Clearfield on the 7th day of JUNE 2002, I exposed the within described real estate of Frederick P. Hess to public venue or outcry at which time and place I sold the same to County National Bank

he/she being the highest bidder, for the sum of \$1.00 + Costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MIELAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	
TOTAL SHERIFF COSTS	186.08

DEED COSTS:

REGISTER & RECORDER	18.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	23.50

DEBIT & INTEREST:

DEBT-AMOUNT DUE	26,850.51
INTEREST DUE TO 1-9-02	1,223.19
INTEREST ACCRUING AFTER 1-9-02 @\$7.4584750 TO BE ADDED PER DAY	
TOTAL DEBT & INTEREST	28,073.70

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	293.25
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	
DUE	
COST OF SUIT -TO BE ADDED	
LIST OF LIENS & MORTGAGE SEARCH	140.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	18.50
ATTORNEY COMMISSION	
SHERIFF COSTS	186.08
LEGAL JOURNAL AD	90.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	150.34

SATISFACTION FEE

ESCROW DEFICIENCY
MUNICIPAL LIEN

TOTAL COSTS	883.17
--------------------	---------------

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff