

02-203-CD
COUNTY NATIONAL BANK -vs- KENNETH L. BLOOM, SR. et al

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

KENNETH L. BLOOM, SR. a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM
Defendants

No. 2002- 203-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

FEB 13 2002

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William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2002-
KENNETH L. BLOOM, SR. a/k/a	:	
KENNETH LYNN BLOOM and	:	
VIDA ELEANOR BLOOM a/k/a	:	
VIDA E. BLOOM	:	
Defendants	:	

NOTICE TO DEFEND

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

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

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.

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VIDA ELEANOR BLOOM a/k/a	:	
VIDA E. BLOOM	:	
Defendants	:	

COMPLAINT TO FORECLOSE MORTGAGE

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

1. The 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 first Defendant is KENNETH L. BLOOM, SR. a/k/a KENNETH LYNN BLOOM, whose last known address is P. O. Box 532, Hyde, PA 16843-0532.

3. The name of the second Defendant is VIDA ELEANOR BLOOM a/k/a VIDA E. BLOOM, whose last known address is P. O. Box 316, Hyde, PA 16843-0316.

4. The parcels of real estate subject to this action are more particularly described as follows:

FIRST PARCEL

ALL those two certain pieces or parcels of land, including improvements, located in Woodland, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the Township Road, corner of Lot No. 11; thence along southern boundary line of said Township Road North sixty-nine degrees East (N 69° E) fifty (50) feet to post corner of Lot No. 9; thence South twenty-one degrees East (S 21° E) along said Lot No. 9 one hundred fifty (150) feet to post on line of street running parallel with Beech Creek Railroad; thence South sixty-nine degrees West (S 69° W) fifty (50) feet along line of said Street to post, corner of Lot No. 11; thence North twenty-one degrees West (N 21° W) along line of Lot No. 11 one hundred fifty (150) feet to post and place of BEGINNING. BEING known as Lot No. 10 in Plot of Lots of Dill and Boynton.

THE SECOND THEREOF: BEGINNING at a post on the South side of public road at corner of Lot No. 21 now or formerly owned by Robert Mitchell Estate; thence along south side of public road South sixty-nine degrees fifty minutes West (S 69° 50' W) fifty (50) feet to post corner of Lot No. 19, as previously owned by William Beish; thence on line of Lot No. 19 South twenty degrees ten minutes East (S 20° 10' E) one hundred fifty (150) feet to point at alley; thence along north side of alley North sixty-nine degrees fifty minutes East (N 69° 50' E) fifty (50) feet to post at corner of Lot No. 21; thence on line of Lot No. 21 North twenty degrees ten minutes West (N 21° 10' W) one hundred fifty (150) feet to the place of BEGINNING.

EXEPTING AND RESERVING, however, out of the same all the fire clay and coal, together with all the mining rights and privileges as reserved in Deed from William and Hallie Beish to John C. Wilsoncroft, which Deed is dated March 12, 1921, and is recorded at Clearfield, Pennsylvania, in Deed Book No. 248, Page 170.

BEING the same real estate conveyed by Kenneth B. Shugarts and Eleanor Shugarts to William B. Pike and Verda M. Pike, husband and wife, by Deed dated May 15, 1948, and recorded in Clearfield County Deed Book Volume 391, Page 143. William B. Pike died on January 11, 1972, vesting title in his wife, Verda M. Pike, by operation of law, as surviving tenant by the entirety. Verda M. Pike died testate December 20, 1991, and in Item I of her Will probated on March 17, 1992, she left all her estate, both real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Tax Map No. 106-M9-633-7 being known as High Street, Woodland, PA 16881

SECOND PARCEL

ALL those two certain parcels of land, together with the buildings and improvements thereon, situate in the Third Ward of

Clearfield Borough, Clearfield County, Pennsylvania, being located at 426 Front Street, Clearfield, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a stake on the West Front Street on the line of lot formerly owned by Harry W. Kelly and Edna Kelly, now or formerly owned by Alvin Ireland; thence along the lot now or formerly of Alvin Ireland in a westerly direction fifty-five (55) feet to a post on the line of lot formerly owned by Mrs. Fannie Kramer, now or formerly owned by James Franklin Turner; thence along the lot now or formerly of James Franklin Turner in a northerly direction thirty and one-half (30-1/2) feet to a stake on the line of lot formerly owned by Steward Morrison, now or formerly owned by Neil Coon; thence along the lot nor or formerly of Neil Coon in an easterly direction fifty-five (55) feet to a stake on West Front Street; thence along West Front Street in a southerly direction thirty and one-half (30-1/2) fee to a stake and place of BEGINNING.

THE SECOND THEREOF: BEGINNING at a point in the western line of Lot No. 12 at a distance of fifty seven (57) feet southerly from the northwest corner of said Lot No. 12; thence by the line of Lot No. 12 in a southerly direction thirty and one-half (30-1/2) feet to a point; thence in a westerly direction twenty (20) feet to an iron stake; thence in a northerly direction by a line parallel with the line of Lot No. 12 and twenty (20) feet distant therefrom thirty and one-half (30-1/2) feet to the parcel conveyed to G. T. Smeal and Dorothy G. Smeal, now or formerly of Alvin Ireland; thence by the land now or formerly of Alvin Ireland in an easterly direction twenty (20) feet to the line of Lot. No. 12 and place of BEGINNING.

BEING a part of Lot No. 13 in the Plan of West Clearfield Borough, now the Third Ward of the Borough of Clearfield.

BEING the same real estate conveyed by Deed dated October 2, 1984, from George L. Frankenfield, Executor of the Estate of Betty L. Frankenfield, to Verda M. Pike and being recorded in Clearfield County Deed Book Volume 973, Page 511.

Verda M. Pike died Testate on December 20, 1991, and in Item I of her Will probated March 17, 1992, she left all her estate, real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Tax Map No. 4-3-K8-214-37 being known as 426 West Front Street, Clearfield, PA 16830.

PARCEL THREE

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

BEGINNING at a nail in the centerline of Legislative Route 17040 at the southern most corner of land now or formerly of Peter Gearhart; thence by the centerline of Legislative Route 17040, South twenty-five (25) degrees, sixteen (16) minutes West two hundred eight and two-tenths (208.2) feet to a nail in the centerline of Legislative Route 17040; thence by land now or formerly of Elma Carr Yeager, South seventy-eight (78) degrees, forty-seven (47) minutes West two hundred seventy-eight and five-tenths (278.5) feet to an iron pin; thence North seventeen (17) degrees, twenty-nine (29) minutes East three hundred seven and eight-tenths (307.8) feet to an iron pin at land now or formerly of Peter Gearhart; thence by land now or formerly of Gearhart, South seventy-nine (79) degrees sixteen (16) minutes East two hundred seventy-four and four-tenths (274.4) feet to the place of BEGINNING.

CONTAINING 1.49 Acres (which includes the highway right-of-way).

BEING the same premises which was granted and conveyed to Kenneth Lynn Bloom a/k/a Kenneth Lynn Bloom, Sr. and Vida Eleanor Bloom, husband and wife, from Elma Carr Yeager, widow, by Deed dated October 28, 1975 and recorded November 3, 1975 in Clearfield County Deed Book Volume 709, Page 313.

Tax Map No. 123-J9-140 being known as R.R. 1 Box 406, Clearfield, PA 16830.

5. Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated November 27, 1996, for a principal debt of \$45,400.00, together with interest. Said mortgage was recorded in Clearfield County Record Book 1806, Page 89. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

6. Defendants also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing

their personal obligation to pay the \$45,400.00 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.

7. Plaintiff has not assigned this mortgage or note.

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

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

10. On or about March 1, 2001, Defendants failed to make a payment of \$527.34, the April through November payments of \$527.34 each and the December, 2001 through January, 2002 payments of \$523.23, and at no time since then have all monthly payments been made which constitutes a default.

11. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$6,108.33 as of January 9, 2002.

12. 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.

13. 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 9, 2002, are as follows:

a)	Balance	\$38,642.17
b)	Interest Due to 1/09/02	\$ 3,539.85
c)	Interest accruing after 1/09/02 at \$10.4655877 per day (to be added)	\$
d)	Late charges	\$ 315.81
e)	Satisfaction Fee	\$ 17.50

f)	Costs of Suit (to be added)	\$	
g)	Escrow balance due	\$	417.44
h)	Attorney's commission of amounts reasonably and actually incurred	\$	
	Preliminary Total		\$42,932.77
	FINAL TOTAL	\$	

14. 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 letters to the Defendants by Certified Mail on December 7, 2001, at their last known addresses advising them of this default and their rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

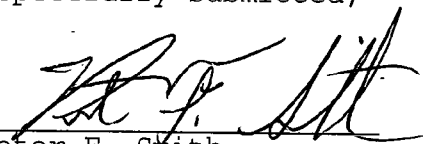
15. True and correct copies of the certified mail receipts postmarked by the U. S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

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

WHEREFORE, Plaintiff demands judgment in its favor as specified in paragraph 13 above, authority to foreclose its mortgage against the real estate and such other relief as the court deems just.

Date: 2/2/02

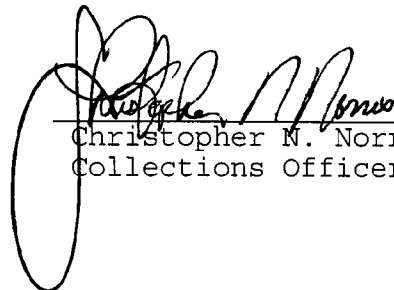
Respectfully submitted,


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 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.

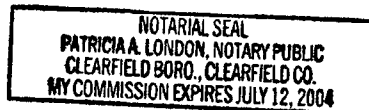


Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 11th
day of February, 2002.



Notary Public



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

VOL 1806 PAGE 89

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:25 AM 11-27-96
BY *John Ayres*
FEES 19.50
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 27, 1996. The mortgagor is Kenneth L. Bloom, Sr. and Vida Eleanor Bloom (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 Forty-five thousand, four hundred Dollars (U.S. \$ 45,400.00). 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 November 1, 2011. 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 _____ County, Pennsylvania:

SEE ATTACHED EXHIBITS A, B and C.

High Street
426 West Front Street
R.R. #1, Box 406
which has the address of 16881 (Street)
16830 (City)
Pennsylvania 16830 ("Property Address");
[Zip Code]

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 seised 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)

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 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 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

page 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 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 payments should be made. The notice will also contain any other information required by applicable law.

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)]

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ 1-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home Rider
- ☐ 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:

..... Kenneth L. Bloom, Sr. (Seal)
Kenneth L. Bloom, Sr. —Borrower

..... Kenneth Lynn Bloom (Seal)
a/k/a Kenneth Lynn Bloom

..... Vida Eleanor Bloom (Seal)
Vida Eleanor Bloom —Borrower

..... Vida E. Bloom (Seal)
a/k/a Vida E. Bloom

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 27th day of November, 19 96, before me, John A. Ayres, Jr.
the undersigned officer, personally appeared Kenneth L. Bloom, Sr. & Vida Eleanor Bloom
whose name(s) are a/k/a Kenneth Lynn Bloom, a/k/a Vida E. Bloom known to me (or satisfactorily proven) to be the person(s)
executed the same for the purposes herein contained. subscribed to the within instrument and acknowledged that

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires: John A. Ayres, Jr., Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 09, 1999

John A. Ayres, Jr.
Notary Public
County National Bank
Corner of Second and Market Streets
P.O. Box 42
Clearfield, PA 16830
Title of Officer

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

Exhibit A**FIRST PARCEL**

ALL those two certain pieces or parcels of land, including improvements, located in Woodland, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the Township Road, corner of Lot No. 11; thence along southern boundary line of said Township Road North sixty-nine degrees East (N 69° E) fifty (50) feet to post corner of Lot No. 9; thence South twenty-one degrees East (S 21° E) along said Lot No. 9 one hundred fifty (150) feet to post on line of street running parallel with Beech Creek Railroad; thence South sixty-nine degrees West (S 69° W) fifty (50) feet along line of said Street to post, corner of Lot No. 11; thence North twenty-one degrees West (N 21° W) along line of Lot No. 11 one hundred fifty (150) feet to post and place of BEGINNING. BEING known as Lot No. 10 in Plot of Lots of Dill and Boynton.

THE SECOND THEREOF: BEGINNING at a post on the South side of public road at corner of Lot No. 21 now or formerly owned by Robert Mitchell Estate; thence along south side of public road South sixty-nine degrees fifty minutes West (S 69° 50' W) fifty (50) feet to post corner of Lot No. 19, as previously owned by William Beish; thence on line of Lot No. 19 South twenty degrees ten minutes East (S 20° 10' E) one hundred fifty (150) feet to point at alley; thence along north side of alley North sixty-nine degrees fifty minutes East (N 69° 50' E) fifty (50) feet to post at corner of Lot No. 21; thence on line of Lot No. 21 North twenty degrees ten minutes West (N 21° 10' W) one hundred fifty (150) feet to the place of BEGINNING.

EXCEPTING AND RESERVING, however, out of the same all the fire clay and coal, together with all the mining rights and privileges as reserved in Deed from William and Hallie Beish to John C. Wilsoncroft, which Deed is dated March 12, 1921, and is recorded at Clearfield, Pennsylvania, in Deed Book No. 248, Page 170.

BEING the same real estate conveyed by Kenneth B. Shugarts and Eleanor Shugarts to William B. Pike and Verda M. Pike, husband and wife, by Deed dated May 15, 1948, and recorded in Clearfield County Deed Book Volume 391, Page 143. William B. Pike died on January 11, 1972, vesting title in his wife, Verda M. Pike, by operation of law, as surviving tenant by the entirety. Verda M. Pike died testate December, 20, 1991, and in Item I of her Will probated on March 17, 1992; she left all her estate, both real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Exhibit B**SECOND PARCEL**

ALL those two certain parcels of land, together with the buildings and improvements thereon, situate in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, being located at 426 Front Street, Clearfield, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a stake on the West Front Street on the line of lot formerly owned by Harry W. Kelly and Edna Kelly, now or formerly owned by Alvin Ireland; thence along the lot now or formerly of Alvin Ireland in a westerly direction fifty-five (55) feet to a post on the line of lot formerly owned by Mrs. Fannie Kramer, now or formerly owned by James Franklin Turner; thence along the lot now or formerly of James Franklin Turner in a northerly direction thirty and one-half (30-1/2) feet to a stake on the line of lot formerly owned by Steward Morrison, now or formerly owned by Neil Coon; thence along the lot now or formerly of Neil Coon in an easterly direction fifty-five (55) feet to a stake on West Front Street; thence along West Front Street in a southerly direction thirty and one-half (30-1/2) feet to a stake and place of BEGINNING.

THE SECOND THEREOF: BEGINNING at a point in the western line of Lot No. 12 at a distance of fifty seven (57) feet southerly from the northwest corner of said Lot No. 12; thence by the line of Lot No. 12 in a southerly direction thirty and one-half (30-1/2) feet to a point; thence in a westerly direction twenty (20) feet to an iron stake; thence in a northerly direction by a line parallel with the line of Lot No. 12 and twenty (20) feet distant therefrom thirty and one-half (30-1/2) feet to the parcel conveyed to G. T. Smeal and Dorothy G. Smeal, now or formerly of Alvin Ireland; thence by the land now or formerly of Alvin Ireland in an easterly direction twenty (20) feet to the line of Lot No. 12 and place of BEGINNING.

BEING a part of Lot No. 13 in the Plan of West Clearfield Borough, now the Third Ward of the Borough of Clearfield.

BEING the same real estate conveyed by Deed dated October 2, 1984, from George L. Frankenfield, Executor of the Estate of Betty L. Frankenfield, to Verda M. Pike and being recorded in Clearfield County Deed Book Volume 973, Page 511.

Verda M. Pike died Testate on December 20, 1991, and in Item I of her Will probated March 17, 1992, she left all her estate, real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Exhibit C

THIRD PARCEL

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

BEGINNING at a nail in the centerline of Legislative Route 17040 at the southern most corner of land now or formerly of Peter Gearhart; thence by the centerline of Legislative Route 17040, South twenty-five (25) degrees, sixteen (16) minutes West two hundred eight and two-tenths (208.2) feet to a nail in the centerline of Legislative Route 17040; thence by land now or formerly of Elma Carr Yeager, South seventy-eight (78) degrees, forty-seven (47) minutes West two hundred seventy-eight and five-tenths (278.5) feet to an iron pin; thence North seventeen (17) degrees, twenty-nine (29) minutes East three hundred seven and eight-tenths (307.8) feet to an iron pin at land now or formerly of Peter Gearhart; thence by land now or formerly of Gearhart, South seventy-nine (79) degrees sixteen (16) minutes East two hundred seventy-four and four-tenths (274.4) feet to the place of BEGINNING.

CONTAINING 1.49 Acres (which includes the highway right-of-way).

BEING the same premises which was granted and conveyed to Kenneth Lynn Bloom a/k/a Kenneth Lynn Bloom, Sr. and Vida Eleanor Bloom, husband and wife, from Elma Carr Yeager, widow, by Deed dated October 28, 1975 and recorded November 3, 1975 in Clearfield County Deed Book Volume 709, Page 313.

NOTE

November 27, 19 96 Clearfield, Pennsylvania
High Street, Woodland, PA 16881 [City] [State]
426 West Front Street, Clearfield, PA 16830
R.R. #1, Box 406, Clearfield, PA 16830 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 45,400.00 (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 9.75%.

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 1st day of each month beginning on December 1, 1996. 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 November 1, 2011, 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. \$ 480.96

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 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 prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge 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 5.00% 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 a 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.

7. 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.

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.

.....Kenneth L. Bloom, Sr. (Seal)
Kenneth L. Bloom, Sr. -Borrower

.....Kenneth Lynn Bloom (Seal)
a/k/a Kenneth Lynn Bloom -Borrower

..... (Seal)
-Borrower

[Sign Original Only]



COUNTY NATIONAL BANK

December 7, 2001

CERTIFIED MAIL:

7106 4575 1292 5745 0112

7106 4575 1292 5745 0129

First Class Mail

Kenneth L. Bloom Sr.
PO Box 532
Hyde, PA 16843-0532

Vida Eleanor Bloom
PO Box 316
Hyde, PA 16843-0316

Re: County National Bank
Delinquent Mortgage Account # 350520-1

Dear Mr. and Ms. Bloom:

The Mortgage, which you executed on November 27, 1996, in favor of County National Bank, for \$45,400.00, is in default. This Mortgage is recorded in Clearfield County Record Volume Number 1806, Page Number 0089. It encumbers and places a lien upon your residence known as RR 1, Box 406, Clearfield, Pennsylvania, 16830, and your properties known as 426 West Front Street, Clearfield, Pennsylvania, 16830 and High Street, Woodland, PA 16881.

You have failed to make the full monthly payments since March 2001, and are in default. The total amount of default is \$5,558.94, which includes \$289.65 in late charges.

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

1. First, you can bring your account current by paying County National Bank a total of \$5,558.94, which includes delinquent payments of \$5,269.29 and late charges of \$289.65; or,
2. Second, you can pay this mortgage off entirely by tendering \$42,529.45, which includes a balance of \$38,642.17; accrued interest through 12/07/01 of \$3,204.96; late charges of \$289.65; escrow due of \$375.17; and a satisfaction fee of \$17.50.

Interest will accrue at the rate of \$10.4655877 a day from December 7, 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.

Ken and Eleanor Bloom
December 7, 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. \$42,529.45, 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.

Ken and Eleanor Bloom

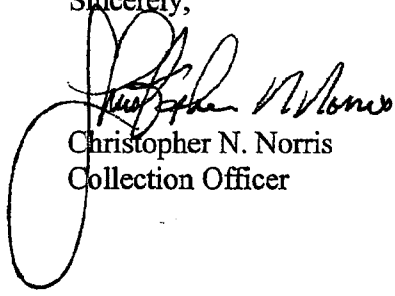
December 7, 2001

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 January 7, 2002, the bank will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



Christopher N. Norris
Collection Officer

ACT 91 NOTICE

December 7, 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 LLAMADO "Homeowner's Emergency Mortgage Assistance Program" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME (S): **Kenneth L. Bloom, Sr.
Vida Eleanor Bloom**

PROPERTY ADDRESS: **1) RR 1, Box 406, Clearfield, PA 16830; 2) 426 W. Front St., Clearfield, PA 16830; 3) High St., Woodland, PA 16881**

LOAN ACCOUNT NUMBER: **350520-1**

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 your 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 properties located at: 1) RR 1, Box 406, Clearfield, PA 16830; 2) 426 W. Front St., Clearfield, PA 16830; 3) High St., Woodland, PA 16881

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:
March 2001 through November 2001 payments of \$527.34 each, totaling \$4,746.06, plus December 2001 payment of \$523.23.

Other Charges (explain/itemize):

Late Charges - \$289.65

TOTAL AMOUNT PAST DUE: \$5,558.94

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 \$5,558.94, 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 CALENDAR YEAR.)**
- **TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.**
- **TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**
- **TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.**

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.

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

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 0112

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

KENNETH L BLOOM SR
PO BOX 532
HYDE PA 16843-0532

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) <i>VIDA BLOOM</i>	B. Date of Delivery <i>12/10/01</i>
C. Signature <i>Vida E Bloom</i>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
D. Is delivery address different from item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

PS Form 3811, June 2000

Domestic Return Receipt

7106 4575 1292 5745 0112

US Postal Service
Receipt for
Certified
Mail

No Insurance Coverage
Provided
Do Not Use for International
Mail

CWN

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

Postmark
Here

Sent To:

KENNETH L BLOOM SR
PO BOX 532
HYDE PA 16843-0532

PS Form 3800, June 2000

US Postal Service

Certified Mail Receipt

2

UNITED STATES POSTAL SERVICE



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

• Print your name, address and ZIP Code below •

.....
ATTN: *AW*
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.

2. Article Number



7106 4575 1292 5745 0129

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

VIDA ELEANOR BLOOM
PO BOX 316
HYDE PA 16843-0316

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

VIDA BLOOM

B. Date of Delivery

12/10/01

C. Signature

x VIDA E BLOOM

☐ 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

US Postal Service

**Receipt for
Certified
Mail**

No Insurance Coverage
Provided

Do Not Use for International
Mail

Postage

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

\$

Postmark
Here

Sent To:

VIDA ELEANOR BLOOM
PO BOX 316
HYDE PA 16843-0316

PS Form 3800, June 2000

US Postal Service

Certified Mail Receipt

7106 4575 1292 5745 0129

UNITED STATES POSTAL SERVICE



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

• Print your name, address and ZIP Code below •



ATTN: *[Signature]*
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.

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

FILED

FEB 13 2002

William A. Shaw
Prothonotary

11/11/11

11/11/11

PETER F. SMITH

ATTORNEY
CLEARFIELD, PA. 16830
814-765-5595

CERTIFIED TRUE AND CORRECT COPY

11/11/11

TTAP IEV FOD

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

No. 2002-203-CD

KENNETH L. BLOOM a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM

Defendants

FILED

APR 22 2002

PRAECIPE FOR WRIT OF EXECUTION

William A. Shaw
Prothonotary

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:
**Kenneth L. Bloom a/k/a/ Kenneth Lynn Bloom and
Vida Eleanor Bloom a/k/a Vida E. Bloom**
2. Property owned by the Defendants as follows:

FIRST PARCEL

ALL those two certain pieces or parcels of land, including improvements, located in Woodland, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the Township Road, corner of Lot No. 11; thence along southern boundary line of said Township Road North sixty-nine degrees East (N 69° E) fifty (50) feet to post corner of Lot No. 9; thence South twenty-one degrees East (S 21° E) along said Lot No. 9 one hundred fifty (150) feet to post on line of street running parallel with Beech Creek Railroad; thence South sixty-nine degrees West (S 69° W) fifty (50) feet along line of said Street to post, corner of Lot No. 11; thence North twenty-one degrees West (N 21° W) along line of Lot No. 11 one hundred fifty (150) feet to post and place of BEGINNING. BEING known as Lot No. 10 in Plot of Lots of Dill and Boynton.

THE SECOND THEREOF: BEGINNING at a post on the South side of public road at corner of Lot No. 21 now or formerly owned by Robert Mitchell Estate; thence along south side of public road South sixty-nine degrees fifty minutes West (S 69° 50' W) fifty (50) feet to post corner of Lot No. 19, as previously owned by William Beish; thence on line of Lot No. 19 South twenty degrees ten minutes East (S 20° 10' E) one hundred fifty (150) feet to point at alley; thence along north side of alley North sixty-nine degrees fifty minutes East (N 69° 50' E) fifty (50) feet to post at corner of Lot No. 21; thence on line of Lot No. 21 North twenty degrees ten minutes West (N 21° 10' W) one hundred fifty (150) feet to the place of BEGINNING.

EXEPTING AND RESERVING, however, out of the same all the fire clay and coal, together with all the mining rights and privileges as reserved in Deed from William and Hallie Beish to John C. Wilsoncroft, which Deed is dated March 12, 1921, and is recorded at Clearfield, Pennsylvania, in Deed Book No. 248, Page 170.

BEING the same real estate conveyed by Kenneth B. Shugarts and Eleanor Shugarts to William B. Pike and Verda M. Pike, husband and wife, by Deed dated May 15, 1948, and recorded in Clearfield County Deed Book Volume 391, Page 143. William B. Pike died on January 11, 1972, vesting title in his wife, Verda M. Pike, by operation of law, as surviving tenant by the entirety. Verda M. Pike died testate December 20, 1991, and in Item I of her Will probated on March 17, 1992, she left all her estate, both real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Tax Map No. 106-M9-633-7 being known as High Street, Woodland, PA 16881

SECOND PARCEL

ALL those two certain parcels of land, together with the buildings and improvements thereon, situate in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, being located at 426 Front Street, Clearfield, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a stake on the West Front Street on the line of lot formerly owned by Harry W. Kelly and Edna Kelly, now or formerly owned by Alvin Ireland; thence along the lot now or formerly of Alvin Ireland in a westerly direction fifty-five (55) feet to a post on the line of lot formerly owned by Mrs. Fannie Kramer, now or formerly owned by James Franklin Turner; thence along the lot now or formerly of James Franklin Turner in a northerly direction thirty and one-half (30-1/2) feet to a stake on the line of lot formerly owned by Steward Morrison, now or formerly owned by Neil Coon; thence along the lot nor or formerly of Neil Coon in an easterly direction fifty-five (55) feet to a stake on West Front Street; thence along West Front Street in a southerly direction thirty and one-half (30-1/2) feet to a stake and place of BEGINNING.

THE SECOND THEREOF: BEGINNING at a point in the western line of Lot No. 12 at a distance of fifty seven (57) feet southerly from the northwest corner of said Lot No. 12; thence by the line of Lot No. 12 in a southerly direction thirty and one-half (30-1/2) feet to a point; thence in a westerly direction twenty (20) feet to an iron stake; thence in a northerly direction by a line parallel with the line of Lot No. 12 and twenty (20) feet distant therefrom thirty and one-half (30-1/2) feet to the parcel conveyed to G. T. Smeal and Dorothy G. Smeal, now or formerly of Alvin Ireland; thence by the land now or formerly of Alvin Ireland in an easterly direction twenty (20) feet to the line of Lot. No. 12 and place of BEGINNING.

BEING a part of Lot No. 13 in the Plan of West Clearfield Borough, now the Third Ward of the Borough of Clearfield.

BEING the same real estate conveyed by Deed dated October 2, 1984, from George L. Frankenfield, Executor of the Estate of Betty L. Frankenfield, to Verda M. Pike and being recorded in Clearfield County Deed Book Volume 973, Page 511.

Verda M. Pike died Testate on December 20, 1991, and in Item I of her Will probated March 17, 1992, she left all her estate, real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Tax Map No. 4-3-K8-214-37 being known as 426 West Front Street, Clearfield, PA 16830.

PARCEL THREE

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

BEGINNING at a nail in the centerline of Legislative Route 17040 at the southern most corner of land now or formerly of Peter Gearhart; thence by the centerline of Legislative Route 17040, South twenty-five (25) degrees, sixteen (16) minutes West two hundred eight and two-tenths (208.2) feet to a nail in the centerline of Legislative Route 17040; thence by land now or formerly of Elma Carr Yeager, South seventy-eight (78) degrees, forty-seven (47) minutes West two hundred seventy-eight and five-tenths (278.5) feet to an iron pin; thence North seventeen (17) degrees, twenty-nine (29) minutes East three hundred seven and eight-tenths (307.8) feet to an iron pin at land now or formerly of Peter Gearhart; thence by land now or formerly of Gearhart, South seventy-nine (79) degrees sixteen (16) minutes East two hundred seventy-four and four-tenths (274.4) feet to the place of BEGINNING.

CONTAINING 1.49 Acres (which includes the highway right-of-way).

BEING the same premises which was granted and conveyed to Kenneth Lynn Bloom a/k/a Kenneth Lynn Bloom, Sr. and Vida Eleanor Bloom, husband and wife, from Elma Carr Yeager, widow, by Deed dated October 28, 1975 and recorded November 3, 1975 in Clearfield County Deed Book Volume 709, Page 313.

Tax Map No. 123-J9-140 being known as R.R. 1 Box 406, Clearfield, PA 16830.

3. Amounts Due:

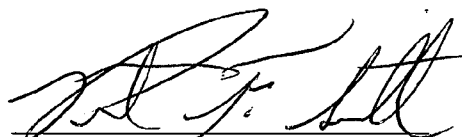
a)	Balance	\$ 38,642.17
b)	Late Charge	\$ 315.81
c)	Interest Due to 01/09/02	\$ 3,539.85
d)	Interest accruing after 01/09/02 at \$10.4655877 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Escrow balance due	\$ 417.44
g)	Attorney's fees	\$ _____
h)	Satisfaction fee	\$ 17.50

PRELIMINARY TOTAL \$ 42,932.77

FINAL TOTAL \$ _____

Dated:

4/15/02



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

FILED

APR 22 2002

01336 City Smith
William A. Shaw
Prothonotary

6 wicks Sherd

COPY

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2002-203-CD

vs.

KENNETH L. BLOOM a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM
Defendants

**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

No. 2002-203-CD

vs.

KENNETH L. BLOOM a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM
Defendants

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 Defendants above:

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

FIRST PARCEL

ALL those two certain pieces or parcels of land, including improvements, located in Woodland, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the Township Road, corner of Lot No. 11; thence along southern boundary line of said Township Road North sixty-nine degrees East (N 69° E) fifty (50) feet to post corner of Lot No. 9; thence South twenty-one degrees East (S 21° E) along said Lot No. 9 one hundred fifty (150) feet to post on line of street running parallel with Beech Creek Railroad; thence South sixty-nine degrees West (S 69° W) fifty (50) feet along line of said Street to post, corner of Lot No. 11; thence North twenty-one degrees West (N 21° W) along line of Lot No. 11 one hundred fifty (150) feet to post and place of BEGINNING. BEING known as Lot No. 10 in Plot of Lots of Dill and Boynton.

THE SECOND THEREOF: BEGINNING at a post on the South side of public road at corner of Lot No. 21 now or formerly owned by Robert Mitchell Estate; thence along south side of public road South sixty-nine degrees fifty minutes West (S 69° 50' W) fifty (50) feet to post corner of Lot No. 19, as previously owned by William Beish; thence on line of Lot No. 19 South twenty degrees ten minutes East (S 20° 10' E) one hundred fifty (150) feet to point at alley; thence along north side of alley North sixty-nine degrees fifty minutes East (N 69° 50' E) fifty (50) feet to post at corner of Lot No. 21; thence on line of Lot No. 21 North twenty degrees ten minutes West (N 21° 10' W) one hundred fifty (150) feet to the place of BEGINNING.

EXCEPTING AND RESERVING, however, out of the same all the fire clay and coal, together with all the mining rights and privileges as reserved in Deed from William and Hallie Beish to John C. Wilsoncroft, which Deed is dated March 12, 1921, and is recorded at Clearfield, Pennsylvania, in Deed Book No. 248, Page 170.

BEING the same real estate conveyed by Kenneth B. Shugarts and Eleanor Shugarts to William B. Pike and Verda M. Pike, husband and wife, by Deed dated May 15, 1948, and recorded in Clearfield County Deed Book Volume 391, Page 143. William B. Pike died on January 11, 1972, vesting title in his wife, Verda M. Pike, by operation of law, as surviving tenant by the entirety. Verda M. Pike died testate December 20, 1991, and in Item I of her Will probated on March 17, 1992, she left all her estate, both real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Tax Map No. 106-M9-633-7 being known as High Street, Woodland, PA 16881

SECOND PARCEL

ALL those two certain parcels of land, together with the buildings and improvements thereon, situate in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, being located at 426 Front Street, Clearfield, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a stake on the West Front Street on the line of lot formerly owned by Harry W. Kelly and Edna Kelly, now or formerly owned by Alvin Ireland; thence along the lot now or formerly of Alvin Ireland in a westerly direction fifty-five (55) feet to a post on the line of lot formerly owned by Mrs. Fannie Kramer, now or formerly owned by James Franklin Turner; thence along the lot now or formerly of James Franklin Turner in a northerly direction thirty and one-half (30-1/2) feet to a stake on the line of lot formerly owned by Steward Morrison, now or formerly owned by Neil Coon; thence along the lot nor or formerly of Neil Coon in an easterly direction fifty-five (55) feet to a stake on West Front Street; thence along West Front Street in a southerly direction thirty and one-half (30-1/2) fee to a stake and place of BEGINNING.

THE SECOND THEREOF: BEGINNING at a point in the western line of Lot No. 12 at a distance of fifty seven (57) feet southerly from the northwest corner of said Lot No. 12; thence by the line of Lot No. 12 in a southerly direction thirty and one-half (30-1/2) feet to a point; thence in a westerly direction twenty (20) feet to an iron stake; thence in a northerly direction by a line parallel with the line of Lot No. 12 and twenty (20) feet distant therefrom thirty and one-half (30-1/2) feet to the parcel conveyed to G. T. Smeal and Dorothy G. Smeal, now or formerly of Alvin Ireland; thence by the land now or formerly of Alvin Ireland in an easterly direction twenty (20) feet to the line of Lot. No. 12 and place of BEGINNING.

BEING a part of Lot No. 13 in the Plan of West Clearfield Borough, now the Third Ward of the Borough of Clearfield.

BEING the same real estate conveyed by Deed dated October 2, 1984, from George L. Frankenfield, Executor of the Estate of Betty L. Frankenfield, to Verda M. Pike and being recorded in Clearfield County Deed Book Volume 973, Page 511.

Verda M. Pike died Testate on December 20, 1991, and in Item I of her Will probated March 17, 1992, she left all her estate, real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Tax Map No. 4-3-K8-214-37 being known as 426 West Front Street, Clearfield, PA 16830.

PARCEL THREE

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

BEGINNING at a nail in the centerline of Legislative Route 17040 at the southern most corner of land now or formerly of Peter Gearhart; thence by the centerline of Legislative Route 17040, South twenty-five (25) degrees, sixteen (16) minutes West two hundred eight and two-tenths (208.2) feet to a nail in the centerline of Legislative Route 17040; thence by land now or formerly of Elma Carr Yeager, South seventy-eight (78) degrees, forty-seven (47) minutes West two hundred seventy-eight and five-tenths (278.5) feet to an iron pin; thence North seventeen (17) degrees, twenty-nine (29) minutes East three hundred seven and eight-tenths (307.8) feet to an iron pin at land now or formerly of Peter Gearhart; thence by land now or formerly of Gearhart, South seventy-nine (79) degrees sixteen (16) minutes East two hundred seventy-four and four-tenths (274.4) feet to the place of BEGINNING.

CONTAINING 1.49 Acres (which includes the highway right-of-way).

BEING the same premises which was granted and conveyed to Kenneth Lynn Bloom a/k/a Kenneth Lynn Bloom, Sr. and Vida Eleanor Bloom, husband and wife, from Elma Carr Yeager, widow, by Deed dated October 28, 1975 and recorded November 3, 1975 in Clearfield County Deed Book Volume 709, Page 313.

Tax Map No. 123-J9-140 being known as R.R. 1 Box 406, Clearfield, PA 16830.

2. Amounts Due:

a)	Balance	\$38,642.17
b)	Interest Due to 1/09/02	\$ 3,539.85
c)	Interest accruing after 1/09/02 at \$10.4655877 per day (to be added)	\$ _____
d)	Late charges	\$ 315.81
e)	Satisfaction Fee	\$ 17.50
f)	Costs of Suit (to be added)	\$ _____
g)	Escrow balance due	\$ 417.44
h)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

Preliminary Total \$42,932.77

i) prothonotary costs \$ 167.94

TOTAL

Dated: April 22, 2002


Prothonotary

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2002-203-CD

vs.

KENNETH L. BLOOM a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM
Defendants

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendants, 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

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

COUNTY NATIONAL BANK :
Plaintiff :
vs. : No. 2002-203-CD
KENNETH L. BLOOM a/k/a :
KENNETH LYNN BLOOM and :
VIDA ELEANOR BLOOM a/k/a :
VIDA E. BLOOM :
Defendants :

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on March 19, 2002, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237 of our intent to enter a default judgment against the Defendants. Attached hereto and incorporated herein is a true and correct copy of said Notice.

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

Kenneth L. Bloom a/k/a
Kenneth Lynn Bloom
P.O. Box 532
Hyde, PA 16843-0532

Vida Eleanor Bloom a/k/a
Vida E. Bloom
P.O. Box 316
Hyde, PA 16843-0316

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

4. Please enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$42,932.77 plus interest and costs of suit.

a) Balance
b) Late Charge
c) Interest Due 01/09/02
d) Interest accruing after
01/09/02 at \$10.4655877 per day
(to be added)

\$38,642.17
\$ 35.8
\$ 3,589.85

FILED

APR 22 2002

\$

William A. Shaw
Prothonotary

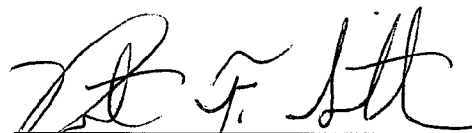
e)	Costs of suit (to be added)	\$	
f)	Escrow balance due	\$	417.44
g)	Attorney's fees	\$	
h)	Satisfaction fee	\$	17.50

PRELIMINARY TOTAL \$ 42,932.77

FINAL TOTAL \$

Respectfully submitted:

Date: 4/15/02


Peter F. Smith, Esquire

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

COUNTY NATIONAL BANK
Plaintiff

vs.

No. 2002-203-CD

KENNETH L. BLOOM, SR. a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM

Defendants

TO: Kenneth L. Bloom, Sr. a/k/a
Kenneth Lynn Bloom
P.O. Box 532
Hyde, PA 16843-0532

Vida Eleanor Bloom a/k/a
Vida E. Bloom
P.O. Box 316
Hyde, PA 16843-0316

IMPORTANT NOTICE

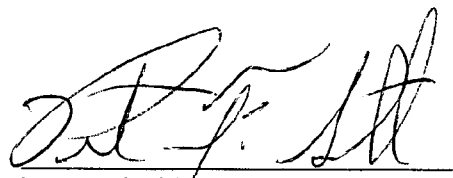
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. 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 April 1, 2002.

Clearfield County Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext. 5982

Date: March 19, 2002

cc: Christopher N. Norris. CNB


Peter F. Smith, Attorney for Plaintiff

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

COPY

COUNTY NATIONAL BANK,
Plaintiff

No. 2002-203-CD

vs.

KENNETH L. BLOOM a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM
Defendants

Notice is given that a judgment has been entered of record in Clearfield County against Kenneth L. Bloom and Vida E. Bloom, Defendants and in favor of the Plaintiff, \$42,932.77, plus interest and costs.

Prothonotary

By William L. Shanley, Deputy

Rule of Civil Procedure No. 236

Y900

[Handwritten signature]

FILED

(Plus)

APR 22 2002
013301 aty
William A. Shaw
Prothonotary
Smith, p d \$20.00
not. to Dep
Stat. to atty

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

COPY

County National Bank
Plaintiff(s)

No.: 2002-00203-CD

Real Debt: \$42,932.77

Atty's Comm:

Vs.

Costs: \$

Int. From:

Kenneth L. Bloom Sr.
Vida Eleanor Bloom
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 22, 2002

Expires: April 22, 2007

Certified from the record this 22nd of April, 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

COPY

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

KENNETH L. BLOOM a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM
Defendants

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No. 2002-203-CD

Notice is given that a judgment has been entered of record in Clearfield County against Kenneth L. Bloom and Vida E. Bloom, Defendants and in favor of the Plaintiff, \$42,932.77, plus interest and costs.

Prothonotary

By _____, Deputy

Rule of Civil Procedure No. 236

PETER F. SMITH
ATTORNEY
CLEARFIELD, PA. 16830
814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

" " "

WITNESSES FOR

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

KENNETH L. BLOOM a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM
Defendants

No. 2002-203-CD

FILED

MAY 03 2002
M110541 noc
William A. Shaw
Prothonotary

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 P.A.R.C.P. 3129 and SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on May 3, 2002:

Kenneth L. Bloom a/k/a Kenneth Lynn Bloom
P. O. Box 532
Hyde, PA 16843-0532

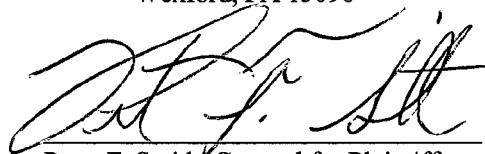
Vida Eleanor Bloom a/k/a Vida E. Bloom
P. O. Box 316
Hyde, PA 16843-0316

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

Clearfield County Tax Claim Bureau
Clearfield County Courthouse Annex
Clearfield, PA 16830


Woodland-Bigler Municipal Authority
P. O. Box 27
Woodland, PA 16881

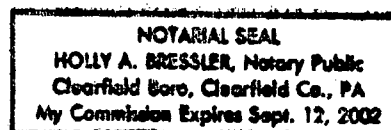
Conseco Finance Consumer
Stonewood Commons #3
105 Bradford Rd., Suite 200
Wexford, PA 15090



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 3rd day of May, 2002.


Notary Public



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12094

COUNTY NATIONAL BANK

02-203-CD

VS.

BLOOM, KENNETH L. SR. a/k/a

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 21, 2002 AT 10:13 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON VIDA ELEANOR BLOOM A/K/A VIDA E. BLOOM,
DEFENDANT AT RESIDENCE, LAWRENCE PARK VILLAGE, APT. 8F, CLEARFIELD,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VIDA E. BLOOM A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: COUDRIET

NOW FEBRUARY 21, 2002 AT 10:30 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON KENNETH L. BLOOM SR. a/k/a KENNETH L.
BLOOM, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KENNETH L. BLOOM SR.
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
27.94	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

APR 15 2002
07:49
William A. Shaw
Prothonotary

Sworn to Before Me This

15th day of April 2002

William A. Shaw

WILLIAM A. SHAW
F

My Comm. Expires
1st Month 2006
Clearfield Co., Pa. Ward, 4

So Answers,

Chester A. Hawkins
by Maury Harris
Chester A. Hawkins
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12419

COUNTY NATIONAL BANK

02-203-CD

VS.

BLOOM, KENNETH L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 14, 2002 @ 2:15 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS POSTED THIS DATE.

A SALE IS SET OFR FIRDAY, JULY 12, 2002 AT 10:00 A.M. O'CLOCK.

NOW, MAY 14, 2002 AT 2:53 P.M. O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE, AND A COPY OF LEVY ON KENNETH L. BLOOM, DEFENDANT, AT HIS PLACE OF RESIDENCE P. O. BOX 532, HYDE, CLEARFIELD COUNTY, PENNSYLVAINA, 16843, BY HANDING TO KENNETH L. BLOOM, 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 CONTECTS THEREOF.

NOW, MAY 14, 2002 AT 3:00 P.M. O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE, AND A COPY OF LEVY ON VIDA ELEANOR BLOOM, DEFENDANT, AT HER RESIDENCE LAWRENCE PARK VILLAGE, APT #8F, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO VIDA ELEANOR BLOOM, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ROIGINAL WRIT OF EXECUTION , NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 12, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JULY 22, 2002 BILLED ATTORNEY FOR COSTS INCURRED.

NOW, SEPTEMBER 3, 2002 RECEIVED CHECK FROM ATTORNEY FOR COSTS.

NOW, SEPTEMBER 5, PAID COSTS FROM ADVANCE AND CHECK FROM ATTORNEY.

NOW, SEPTEMBER20, 2002 RETURNED WRIT AS SALE BEING HELD. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 PLUS COSTS.

NOW, SEPTEMBER 20, 2002 DEED FILED

FILED

SEP 20 2002

3:35

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12419

COUNTY NATIONAL BANK

02-203-CD

VS.

BLOOM, KENNETH L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$265.94

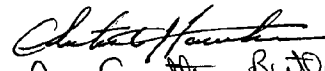
SURCHARGE \$40.00

PAID BY PLAINTIFF

Sworn to Before Me This

20 Day Of SEP 2002

So Answers,


By Cynthia Butler-Aughenbaugh
Chester A. Hawkins
Sheriff

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BLOOM NO. 02-230-CD

NOW, July 12, 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 12TH day of JULY 2002, I exposed the within described real estate of KENNETH L. BLOOM A/K/A KENNETH LYNN BLOOM AND VIDA ELEANOR BLOOM to public venue or outcry at which time and place I sold the same to COUNTY NATIONAL BANK and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	3.25
LEVY	15.00
MIELAGE	3.25
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	30.00
ADD'L MILEAGE	4.00
ADD'L LEVY	30.00
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	
TOTAL SHERIFF COSTS	265.94

DEED COSTS:

ACKNOWLEDGEMENT5.00	5.00
REGISTER & RECORDER	23.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	23.50

DEBIT & INTEREST:

DEBT-AMOUNT DUE	38,642.17
INTEREST DUE TO 1-9-02	3,539.85
TO BE ADDED INTEREST ACCURING AFTER 1/9/02 AT \$10.4655877 PER DAY	
TOTAL DEBT & INTEREST	42,182.02

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	751.23
LATE CHARGES & FEES	
TAXES - collector	532.26
TAXES - tax claim	3,052.04
DUE	
COST OF SUIT -TO BE ADDED	
LIST OF LIENS & MORTGAGE SEARCH	140.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	23.50
ATTORNEY COMMISSION	
SHERIFF COSTS	265.94
LEGAL JOURNAL AD	170.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	167.94

SATISFACTION FEE

ESCROW DEFICIENCY

MUNICIPAL LIEN STREET LIGHT/FIRE	21.65
---------------------------------------	-------

TOTAL COSTS

5,129.56

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

FILED

SEP 20 2002

3:35-

William A. Shaw
Prothonotary

File
11
520

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2002-203-CD
	:	
vs.	:	
	:	
KENNETH L. BLOOM a/k/a	:	
KENNETH LYNN BLOOM and	:	
VIDA ELEANOR BLOOM a/k/a	:	
VIDA E. BLOOM	:	
Defendants	:	

**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	:	No. 2002-203-CD
	:	
vs.	:	
	:	
KENNETH L. BLOOM a/k/a	:	
KENNETH LYNN BLOOM and	:	
VIDA ELEANOR BLOOM a/k/a	:	
VIDA E. BLOOM	:	
Defendants	:	

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 Defendants above:

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

FIRST PARCEL

ALL those two certain pieces or parcels of land, including improvements, located in Woodland, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the Township Road, corner of Lot No. 11; thence along southern boundary line of said Township Road North sixty-nine degrees East (N 69° E) fifty (50) feet to post corner of Lot No. 9; thence South twenty-one degrees East (S 21° E) along said Lot No. 9 one hundred fifty (150) feet to post on line of street running parallel with Beech Creek Railroad; thence South sixty-nine degrees West (S 69° W) fifty (50) feet along line of said Street to post, corner of Lot No. 11; thence North twenty-one degrees West (N 21° W) along line of Lot No. 11 one hundred fifty (150) feet to post and place of BEGINNING. BEING known as Lot No. 10 in Plot of Lots of Dill and Boynton.

THE SECOND THEREOF: BEGINNING at a post on the South side of public road at corner of Lot No. 21 now or formerly owned by Robert Mitchell Estate; thence along south side of public road South sixty-nine degrees fifty minutes West (S 69° 50' W) fifty (50) feet to post corner of Lot No. 19, as previously owned by William Beish; thence on line of Lot No. 19 South twenty degrees ten minutes East (S 20° 10' E) one hundred fifty (150) feet to point at alley; thence along north side of alley North sixty-nine degrees fifty minutes East (N 69° 50' E) fifty (50) feet to post at corner of Lot No. 21; thence on line of Lot No. 21 North twenty degrees ten minutes West (N 21° 10' W) one hundred fifty (150) feet to the place of BEGINNING.

EXCEPTING AND RESERVING, however, out of the same all the fire clay and coal, together with all the mining rights and privileges as reserved in Deed from William and Hallie Beish to John C. Wilsoncroft, which Deed is dated March 12, 1921, and is recorded at Clearfield, Pennsylvania, in Deed Book No. 248, Page 170.

BEING the same real estate conveyed by Kenneth B. Shugarts and Eleanor Shugarts to William B. Pike and Verda M. Pike, husband and wife, by Deed dated May 15, 1948, and recorded in Clearfield County Deed Book Volume 391, Page 143. William B. Pike died on January 11, 1972, vesting title in his wife, Verda M. Pike, by operation of law, as surviving tenant by the entirety. Verda M. Pike died testate December 20, 1991, and in Item I of her Will probated on March 17, 1992, she left all her estate, both real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Tax Map No. 106-M9-633-7 being known as High Street, Woodland, PA 16881

SECOND PARCEL

ALL those two certain parcels of land, together with the buildings and improvements thereon, situate in the Third Ward of Clearfield Borough, Clearfield County, Pennsylvania, being located at 426 Front Street, Clearfield, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a stake on the West Front Street on the line of lot formerly owned by Harry W. Kelly and Edna Kelly, now or formerly owned by Alvin Ireland; thence along the lot now or formerly of Alvin Ireland in a westerly direction fifty-five (55) feet to a post on the line of lot formerly owned by Mrs. Fannie Kramer, now or formerly owned by James Franklin Turner; thence along the lot now or formerly of James Franklin Turner in a northerly direction thirty and one-half (30-1/2) feet to a stake on the line of lot formerly owned by Steward Morrison, now or formerly owned by Neil Coon; thence along the lot nor or formerly of Neil Coon in an easterly direction fifty-five (55) feet to a stake on West Front Street; thence along West Front Street in a southerly direction thirty and one-half (30-1/2) fee to a stake and place of BEGINNING.

THE SECOND THEREOF: BEGINNING at a point in the western line of Lot No. 12 at a distance of fifty seven (57) feet southerly from the northwest corner of said Lot No. 12; thence by the line of Lot No. 12 in a southerly direction thirty and one-half (30-1/2) feet to a point; thence in a westerly direction twenty (20) feet to an iron stake; thence in a northerly direction by a line parallel with the line of Lot No. 12 and twenty (20) feet distant therefrom thirty and one-half (30-1/2) feet to the parcel conveyed to G. T. Smeal and Dorothy G. Smeal, now or formerly of Alvin Ireland; thence by the land now or formerly of Alvin Ireland in an easterly direction twenty (20) feet to the line of Lot. No. 12 and place of BEGINNING.

BEING a part of Lot No. 13 in the Plan of West Clearfield Borough, now the Third Ward of the Borough of Clearfield.

BEING the same real estate conveyed by Deed dated October 2, 1984, from George L. Frankenfield, Executor of the Estate of Betty L. Frankenfield, to Verda M. Pike and being recorded in Clearfield County Deed Book Volume 973, Page 511.

Verda M. Pike died Testate on December 20, 1991, and in Item I of her Will probated March 17, 1992, she left all her estate, real and personal, to her daughter, Vida E. Bloom, Grantor herein. Letters testamentary were issued to Vida E. Bloom on March 18, 1992.

Tax Map No. 4-3-K8-214-37 being known as 426 West Front Street, Clearfield, PA 16830.

PARCEL THREE

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

BEGINNING at a nail in the centerline of Legislative Route 17040 at the southern most corner of land now or formerly of Peter Gearhart; thence by the centerline of Legislative Route 17040, South twenty-five (25) degrees, sixteen (16) minutes West two hundred eight and two-tenths (208.2) feet to a nail in the centerline of Legislative Route 17040; thence by land now or formerly of Elma Carr Yeager, South seventy-eight (78) degrees, forty-seven (47) minutes West two hundred seventy-eight and five-tenths (278.5) feet to an iron pin; thence North seventeen (17) degrees, twenty-nine (29) minutes East three hundred seven and eight-tenths (307.8) feet to an iron pin at land now or formerly of Peter Gearhart; thence by land now or formerly of Gearhart, South seventy-nine (79) degrees sixteen (16) minutes East two hundred seventy-four and four-tenths (274.4) feet to the place of BEGINNING.

CONTAINING 1.49 Acres (which includes the highway right-of-way).

BEING the same premises which was granted and conveyed to Kenneth Lynn Bloom a/k/a Kenneth Lynn Bloom, Sr. and Vida Eleanor Bloom, husband and wife, from Elma Carr Yeager, widow, by Deed dated October 28, 1975 and recorded November 3, 1975 in Clearfield County Deed Book Volume 709, Page 313.

Tax Map No. 123-J9-140 being known as R.R. 1 Box 406, Clearfield, PA 16830.

2. Amounts Due:


a)	Balance	\$38,642.17
b)	Interest Due to 1/09/02	\$ 3,539.85
c)	Interest accruing after 1/09/02 at \$10.4655877 per day (to be added)	\$ _____
d)	Late charges	\$ 315.81
e)	Satisfaction Fee	\$ 17.50
f)	Costs of Suit (to be added)	\$ _____
g)	Escrow balance due	\$ 417.44
h)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

Preliminary Total \$42,932.77

i) prothonotary costs \$ 167.94

TOTAL

Dated: April 22, 2002


Prothonotary

RECEIVED APR 23 2002

@ 8:40 AM
Walter H. Hanks
by Margaret H. Pull

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2002-203-CD

vs.

KENNETH L. BLOOM a/k/a
KENNETH LYNN BLOOM and
VIDA ELEANOR BLOOM a/k/a
VIDA E. BLOOM
Defendants

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendants, 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

				<p>PETER F. SMITH ATTORNEY 30 SOUTH SECOND STREET P.O. BOX 130 CLEARFIELD, PA. 16830</p>
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COMMERCIAL PRINTING CO., CLEARFIELD, PA.