

02-21-CD  
COUNTY NATIONAL BANK -vs- DOUGLAS E. MCCABRY Etal

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY,

Defendants

No. 2002-214 -CD

Type of Case:

**FORECLOSURE**

Type of Pleading:

**COMPLAINT**

Filed on Behalf of:

**PLAINTIFF**

Attorney for this party:

**Peter F. Smith, Esquire**

Supreme Court No. 34291

30 South Second Street

P.O. Box 130

Clearfield, PA 16830

(814) 765-5595

**FILED**

FEB 14 2002

William A. Shaw  
Prothonotary

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

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No. 2002-

CD

**NOTICE TO DEFEND**

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

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

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

## ***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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COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

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No. 2002- -CD

**COMPLAINT TO FORECLOSE MORTGAGE**

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

1. The name of the Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with its principal office at One South Second Street, Clearfield, Pennsylvania, 16830.
2. The name of the first Defendant is **DOUGLAS E. McGARRY**, whose last known address is RR # 1 Box 165, Clearfield, Pennsylvania, 16830.
3. The name of the second Defendant is **HEATHER JO McGARRY** whose address is RR # 1 Box 165, Clearfield, Pennsylvania, 16830.
4. The parcel of real estate subject to this action has an address of RR# 1 Box 165, Clearfield, Clearfield County, Pennsylvania, 16830 and is more particularly described as follows:

**ALL those two certain pieces or parcels of land situate in the Township of Lawrence, County of Clearfield, State of Pennsylvania, bounded and described as follows:**

**THE FIRST THEREOF:** Beginning at an iron post on the western side of Turnpike Avenue Extension at the corner of land formerly of Howard Ardery; thence west sixty-five (65) degrees South along the same one hundred eighty (180) feet, more or less, to an iron pin at the eastern side of a sixteen (16) foot alley (unopened); thence in a northerly direction in a line parallel with Turnpike Avenue Extension one hundred (100) feet to an iron pin; thence in an easterly direction along the line of land formerly of Ianaro, now the second parcel herein, and on the line parallel with the southern line of the lot herein conveyed one hundred eighty (180) feet, more or less, to an iron pin on the western side of Turnpike Avenue Extension; thence in southerly direction along the line of Turnpike Avenue Extension one hundred (100) feet to place of beginning. Being a lot one hundred eighty (180) feet in depth fronting one hundred (100) feet on Turnpike Avenue Extension.

**THE SECOND THEREOF:** BEGINNING at an iron pin on western side of Turnpike Avenue Extension at the northeast corner of the first parcel herein; thence in a westerly direction along the line of the first parcel herein one hundred eighty (180) feet, more or less, to an iron post which marks the northwestern corner of the first parcel herein; thence in a northerly direction fifty (50) feet on line parallel with Turnpike Avenue Extension to an iron pin; thence in an easterly direction one hundred eighty (180) feet, more or less, to the iron pin at the western side of Turnpike Avenue Extension; thence in a southerly direction along the line of Turnpike Avenue Extension, aforesaid, fifty (50) feet to place of beginning.

**BEING** the same premises conveyed to the Mortgagors herein by deed recorded in Clearfield County Record Volume 1872, page 526.

4. The Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated September 17, 1997, for principal debt of \$34,200.00, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1872, page 0531. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendants also executed Note in favor of County National Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$34,200.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

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

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

9. On or about March 28 of 2001, the Defendants failed to make the full monthly payment of \$367.52, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by the Defendants to Plaintiff in reduction of this

mortgage, there is a total past due of \$3,881.02 as of September 17, 2001.

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

12. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of September 17, 2001, are as follows:

a)	Balance	\$ 30,438.25
b)	Late Charge	\$ 205.82
c)	Interest Due to 9/17/01	\$ 2,564.23
d)	Interest accruing after 9/17/01 at \$8.4666861per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Escrow Balance Due	\$ _____
h)	Satisfaction Fee	\$ 17.50
PRELIMINARY TOTAL		\$ 33,225.80
<b>FINAL TOTAL</b>		<b>\$</b>

13. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 *et seq.*, and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c *et seq.*, County National Bank sent a letter to each of the Defendants by Certified Mail on September 17, 2001, at their last known addresses advising their of their default and their rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

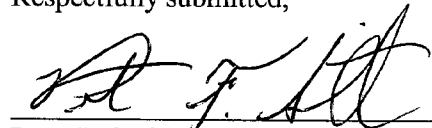
14. A copy of the certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

15. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor 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 12 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 2-11-02

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

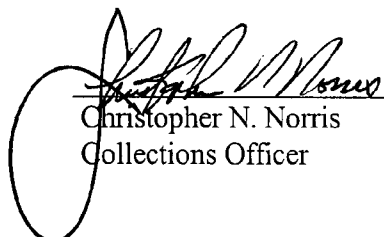
Peter F. Smith  
Attorney for Plaintiff



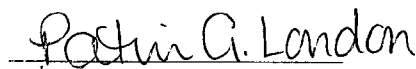
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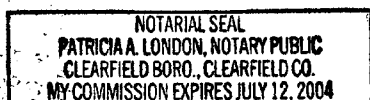
STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

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

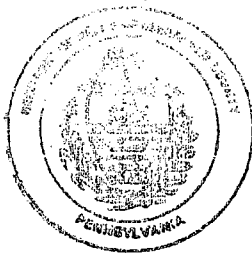
  
\_\_\_\_\_  
Christopher N. Norris  
Collections Officer

SWORN TO AND SUBSCRIBED  
before me this 13<sup>th</sup>  
day of February, 2002.

  
\_\_\_\_\_  
Notary Public



Thereby 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 1872 PAGE 531

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 10:51a 9-17-97  
BY Peter Smith  
FEES 15.50  
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 17  
19 97. . . The mortgagor is DOUGLAS E. MCGARRY & HEATHER J. MCGARRY, Husband and Wife,  
("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under  
the laws of the Commonwealth of Pennsylvania, and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal  
sum of Thirty-four Thousand Two Hundred and no/100---- Dollars  
(U.S. \$ 34,200.00 . . . ). 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 September 17, 2012.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions  
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

SEE ATTACHED SHEET

which has the address of R.R. 1, Box 165 Clearfield  
[Street] [City]  
16830  
Pennsylvania [Zip Code] ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully 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

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

MCGARRY DESCRIPTION

ALL those two certain pieces or parcels of land situate in the Township of Lawrence, County of Clearfield, State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron post on the western side of Turnpike Avenue Extension at the corner of land formerly of Howard Ardery; thence west sixty-five (65) degrees South along the same one hundred eighty (180) feet, more or less, to an iron pin at the eastern side of a sixteen (16) foot alley (unopened); thence in a northerly direction in a line parallel with Turnpike Avenue Extension one hundred (100) feet to an iron pin; thence in an easterly direction along the line of land formerly of Ianaro, now the second parcel herein, and on the line parallel with the southern line of the lot herein conveyed one hundred eighty (180) feet, more or less, to an iron pin on the western side of Turnpike Avenue Extension; thence in a southerly direction along the line of Turnpike Avenue Extension one hundred (100) feet to place of beginning. Being a lot one hundred eighty (180) feet in depth fronting one hundred (100) feet on Turnpike Avenue Extension.

THE SECOND THEREOF: BEGINNING at an iron pin on the western side of Turnpike Avenue Extension at the northeast corner of the first parcel herein; thence in a westerly direction along the line of the first parcel herein one hundred eighty (180) feet, more or less, to an iron post which marks the northwestern corner of the first parcel herein; thence in a northerly direction fifty (50) feet on line parallel with Turnpike Avenue Extension to an iron pin; thence in an easterly direction one hundred eighty (180) feet, more or less, to the iron pin at the western side of Turnpike Avenue Extension; thence in a southerly direction along the line of Turnpike Avenue Extension, aforesaid, fifty (50) feet to place of beginning.

BEING the same premises conveyed to the Mortgagors herein by deed recorded in Clearfield County Record Volume 1872, Page 526.

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

..... Douglas E. McGarry ..... (Seal)  
Borrower

..... Heather J. McGarry ..... (Seal)  
Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 17th day of September, 19 97, before me, Andrea M. Smith  
the undersigned officer, personally appeared Douglas E. & Heather J. McGarry, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notarial Seal  
Andrea M. Smith, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires June 28, 1999

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

.....  
Title of Officer  
.....  
Title of Officer

# NOTE

September 17, 1997, Clearfield, Pennsylvania  
[City] [State]  
R.R. 1, Box 165, 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. \$34,200.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.00%.

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 17th day of each month beginning on October 17, 1997. 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 September 17, 2012, 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. \$367.52.

## 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 fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

Even if, at 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.

.....*Douglas E. McGarry*.....(Seal)  
Douglas E. McGarry-Borrower

.....*Heather J. McGarry*.....(Seal)  
Heather J. McGarry-Borrower

.....(Seal)  
-Borrower

[Sign Original Only]





September 17, 2001 **COUNTY NATIONAL BANK**

**CERTIFIED MAIL:**

# 7106 4575 1292 5744 7396

# 7106 4575 1292 5744 7402

**First Class Mail**

Douglas E. McGarry  
RR 1, Box 165  
Clearfield, PA 16830-9723

Heather Jo McGarry  
RR 1, Box 165  
Clearfield, PA 16830-9723

Re: County National Bank  
Delinquent Mortgage Account #s 1226219-6 & 1226219-8

Dear Mrs. and Mr. McGarry:

The Mortgages, which you executed on September 17, 1997 and December 15, 1999, in favor of County National Bank for \$34,200.00 and \$21,138.77 respectively, are in default. These Mortgages are recorded in Clearfield County Record Volume 1872, Page Number 0531 and Instrument Number 199920698. They encumber and place a lien upon your residence known as RR 1, Box 165, Clearfield, Pennsylvania, 16830-9723.

You have failed to make the full monthly payments since March 2001 (note #6) and March 2001 (note #8), and are in default. The total amounts of default are \$2,313.98, which includes \$150.68 in late charges (note #6) and \$2,442.28, which includes \$336.08 in late charges (note #8).

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 accounts current by paying County National Bank a total of (note #6) \$2,313.98, which includes delinquent payments of \$2,205.12 and late charges of \$150.68, less \$41.82 in unapplied funds; (note #8) \$2,443.28, which includes delinquent payments of \$2,107.20 and late charges of \$336.08; or,
2. Second, you can pay these mortgages off entirely by tendering (note #6) \$32,291.30, which includes a balance of \$30,480.07; accrued interest through 9/17/01 of \$1,684.87; late charges of \$150.68; and a loan satisfaction fee of \$17.50; less \$41.82 in unapplied funds, and (note #8) \$18,560.20, which includes a balance of \$19,303.01; accrued interest through 9/17/01 of \$389.39; late charges of \$336.08; and a loan satisfaction fee of \$17.50; less \$1,485.78 in insurance rebates.

Interest will accrue at the rate of \$8.4666861 and \$5.2620534 a day (respectively) from September 17, 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.

Doug and Heather McGarry  
September 17, 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 balances 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. \$32,291.30 and \$18,560.20, 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, January 4, 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.

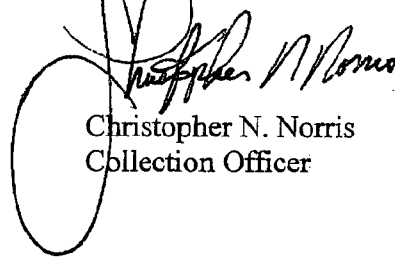
If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

Doug and Heather McGarry  
September 17, 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 October 17, 2001, the bank will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher N. Norris", is written over a large, stylized circular flourish or "O" shape.

Christopher N. Norris  
Collection Officer

# ACT 91 NOTICE

September 17, 2001

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME (S): **Douglas E. McGarry  
Heather Jo McGarry**

PROPERTY ADDRESS: **RR 1, Box 165  
Clearfield, PA 16830-9723**

LOAN ACCOUNT NUMBER: **1226219-6 & 1226219-8**

ORIGINAL LENDER: **County National Bank**

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

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

**RR 1, Box 165  
Clearfield, PA 16830-9723**

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:**

**1226219-6**

**March 2001 - \$325.70, and April 2001 through August 2001 payments of \$367.52 each, totaling \$1,879.42.**

**1226219-8**

**March 2001 through August 2001 payments of \$351.20 each, totaling \$2,107.20.**

Other Charges (explain/itemize):

**Late Charges - \$150.68 (note #6)                      \$336.08 (note #8)**

**TOTAL AMOUNT PAST DUE: \$2,313.98 (note #6)    \$2,443.28 (note #8)**

**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 \$2,313.98 (note #6) and \$2,443.28 (note #8), 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. 4<sup>th</sup> 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



# Pennsylvania Housing Finance Agency

## Homeowners' Emergency Mortgage Assistance Loan Program

Payments: 2101 North Front Street, P.O. Box 15206  
Harrisburg, PA 17105-5206

Correspondence: 2101 North Front Street, P.O. Box 15530  
Harrisburg, PA 17105-5530  
(717) 780-3940 1-800-342-2397 FAX (717) 780-3995  
TDD # For Hearing Impaired (717) 780-1869

12/20/2001

COUNTY NATIONAL BANK-CHRISTOPHER NORRIS  
ONE S. SECOND STREET  
CLEARFIELD, PA. 16830

SUBJECT:  
DOUGLAS MCGARRY  
RR 1 B 165  
CLEARFIELD, PA. 16830  
Loan #: 12262196  
SS#: 197-54-1522

Your application for a HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE LOAN has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 168.401-C et seq. and/or Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

### DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HEMAP, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative through the following toll free number: 1-800-732-3545. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

### DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:

1. Disclosure inapplicable.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

**Pennsylvania  
Housing Finance Agency**

**Homeowners' Emergency  
Mortgage Assistance Loan Program**

Payments: 2101 North Front Street, P.O. Box 15206  
Harrisburg, PA 17105-5206

Correspondence: 2101 North Front Street, P.O. Box 15530  
Harrisburg, PA 17105-5530

(717)780-3940 1-800-342-2397 FAX (717)780-3995  
TDD # For Hearing Impaired (717)780-1869

12/20/2001

COUNTY NATIONAL BANK-CHRISTOPHER NORRIS  
ONE S. SECOND STREET  
CLEARFIELD, PA. 16830

SUBJECT:  
DOUGLAS MCGARRY  
RR 1 B 165  
CLEARFIELD, PA. 16830  
Loan #: 12262198  
SS#: 197-54-1522

Your application for a HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE LOAN has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 168.401-C et seq. and/or Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

**DELETED IN LENDER'S COPY**

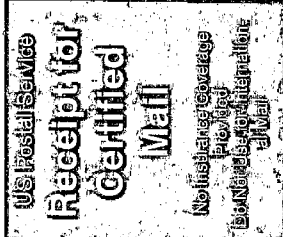
You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HEMAP, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

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**DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:**

1. Disclosure inapplicable.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.



Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.17</b>

Postmark Here

9-17-01

Sent To:

DOUGLAS E MCCARRHY  
RR 1 BOX 165  
CLEARFIELD PA 16830-9723

PS Form 3800, June 2000

US Postal Service

**Certified Mail Receipt**

2

PS Form 3811, June 2000

Domestic Return Receipt

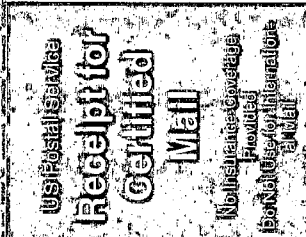
A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature	9-18
D. Is delivery address different from item 1? If YES, enter delivery address below:	



7106 4575 1292 5744 7396

3. Service Type	CERTIFIED MAIL
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes
1. Article Addressed to:	

DOUGLAS E MCCARRHY  
RR 1 BOX 165  
CLEARFIELD PA 16830-9723



Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.17</b>

Postmark Here

9-17-01

Sent To:

HEATHER JO MCCARRHY  
RR 1 BOX 165  
CLEARFIELD PA 16830-9723

PS Form 3800, June 2000

US Postal Service

**Certified Mail Receipt**

2. Article Number



7106 4575 1292 5744 7402

3. Service Type	CERTIFIED MAIL
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes
1. Article Addressed to:	

HEATHER JO MCCARRHY  
RR 1 BOX 165  
CLEARFIELD PA 16830-9723

PS Form 3811, June 2000

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY	
A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature	9-18
D. Is delivery address different from item 1? If YES, enter delivery address below:	

7106 4575 1292 5744 7396

7106 4575 1292 5744 7402

UNITED STATES POSTAL SERVICE

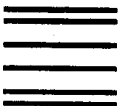


First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

- Print your name, address and ZIP Code below •

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

UNITED STATES POSTAL SERVICE



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

- Print your name, address and ZIP Code below •

ATTN: *CM*  
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.**

PS Form 3800, June 2000 (Reverse)

102595-99-M-1938

**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.**

PS Form 3800, June 2000 (Reverse)

102595-99-M-1938

FILED

FEB 14 2002

Don O'Donoghue  
12:25 p.m.  
William A. Shaw  
Prothonotary  
3cc to Atty Smith

PETER F. SMITH

ATTORNEY

30 SOUTH SECOND STREET

P.O. BOX 130

CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

Lap over margin

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

CERTIFIED TRUE AND CORRECT COPY

\_\_\_\_\_  
ATTORNEY FOR

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12096

COUNTY NATIONAL BANK

02-214-CD

VS.

MCGARRY, DOUGLAS E. & HEATHER JO

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 21, 2002 AT 2:11 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON DOUGLAS E. MCGARRY, DEFENDANT AT  
RESIDENCE, RR#1 BOX 165, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO DOUGLAS E. MCGARRY A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM  
THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

NW FEBRUARY 21, 2002 AT 2:11 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON HEATHER JO MCGARRY, DEFENDANT AT  
RESIDENCE, RR#1 BOX 165, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO DOUGLAS E. MCGARRY, HUSBAND 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
26.34	SHFF. HAWKINS PAID BY: PLFF.
20.00	SURCHARGE PAID BY: PLFF.

FILED

APR 15 2002  
6/149  
William A. Shaw  
Prothonotary

Sworn to Before Me This

15th Day of April 2002  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

No. 2002-214-CD

**FILED**

**APR 17 2002**

**William A. Shaw**  
**Prothonotary**

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on March 15, 2002, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the 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:

Douglas E. McGarry  
Heather Jo McGarry  
R.R. 1 Box 165  
Clearfield, PA 16830

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 **\$33,225.80** plus interest and costs of suit.

a)	Balance	\$ 30,438.25
b)	Late Charge	\$ 205.82
c)	Interest Due to 9/17/01	\$ 2,564.23
d)	Interest accruing after 9/17/01 at \$8.4666861 per day (to be added)	\$ _____

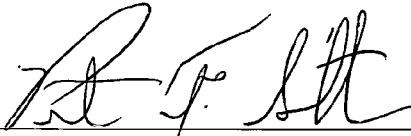


e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Escrow Balance Due	\$ _____
h)	Satisfaction Fee	\$ 17.50

PRELIMINARY TOTAL	\$ 33,225.80
-------------------	--------------

FINAL TOTAL	\$ _____
-------------	----------

Respectfully submitted:



Peter F. Smith, Esquire

Date: April 17, 2002

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

COUNTY NATIONAL BANK  
Plaintiff

vs.

No. 2002-214-CD

DOUGLAS E. MCGARRY, and  
HEATHER JO MCGARRY  
Defendants

TO: Douglas E. McGarry  
R.R. # 1 Box 165  
Clearfield, PA 16830

Heather Jo McGarry  
R. R. #1 Box 165  
Clearfield, PA 16830

**IMPORTANT NOTICE**

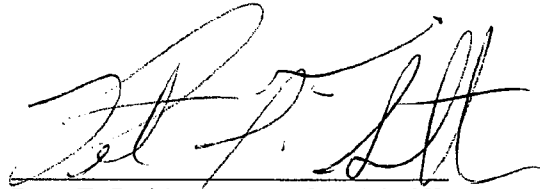
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE.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

**THIS TEN (10) DAY PERIOD SHALL EXPIRE ON MARCH 26, 2002.**

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

Date: March 15, 2002

cc: Christopher N. Norris. CNB



Peter F. Smith, Attorney for Plaintiff

FILED

APR 17 2002

O/L:451 atty  
William A. Shaw

Prothonotary

Smith pd \$20.00  
not. to Dg. Statement  
to atty.

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

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:

No. 2002-214-CD

COPY

Notice is given that a judgment has been entered of record in Clearfield County against DOUGLAS E. MCGARRY and HEATHER JO MCGARRY and in favor of the Plaintiff in the amount of \$33,225.80 plus interest and costs.

Prothonotary

Dated: 4/17/02

By William L. Shan, Deputy

Rule of Civil Procedure No. 236

COPY

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

County National Bank  
Plaintiff(s)

No.: 2002-00214-CD

Real Debt: \$33,225.80

Atty's Comm:

Vs.

Costs: \$

Int. From:

Douglas E. McGarry and  
Heather Jo McGarry  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 17, 2002

Expires: April 17, 2007

Certified from the record this 17th 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

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

No. 2002-214-CD

**FILED**

**WRIT OF EXECUTION  
NOTICE**

APR 17 2002  
O/I:SS/Atty Smith  
William A. Shaw  
Prothonotary  
pod. \$20.00  
6writs Shaw

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

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

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

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

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

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

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

No. 2002-214-CD

COPY

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 his interest therein:

**ALL** those two certain pieces or parcels of land situate in the Township of Lawrence, County of Clearfield, State of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF:** Beginning at an iron post on the western side of Turnpike Avenue Extension at the corner of land formerly of Howard Ardery; thence west sixty-five (65) degrees South along the same one hundred eighty (180) feet, more or less, to an iron pin at the eastern side of a sixteen (16) foot alley (unopened); thence in a northerly direction in a line parallel with Turnpike Avenue Extension one hundred (100) feet to an iron pin; thence in an easterly direction along the line of land formerly of Ianaro, now the second parcel herein, and on the line parallel with the southern line of the lot herein conveyed one hundred eighty (180) feet, more or less, to an iron pin on the western side of Turnpike Avenue Extension; thence in southerly direction along the line of Turnpike Avenue Extension one hundred (100) feet to place of beginning. Being a lot one hundred eighty (180) feet in depth fronting one hundred (100) feet on Turnpike Avenue Extension.

**THE SECOND THEREOF:** BEGINNING at an iron pin on western side of Turnpike Avenue Extension at the northeast corner of the first parcel herein; thence in a westerly direction along the line of the first parcel herein one hundred eighty (180) feet, more or less, to an iron post which marks the northwestern corner of the first parcel herein; thence in a northerly direction fifty (50) feet on line parallel with Turnpike Avenue Extension to an iron pin; thence in an easterly direction one hundred eighty (180) feet, more or less, to the iron pin at the western side of Turnpike Avenue Extension; thence in a southerly direction along the line of Turnpike Avenue Extension, aforesaid, fifty (50) feet to place of beginning.

**BEING** the same premises conveyed to the Mortgagors herein by deed recorded in Clearfield County Record Volume 1872, page 526.

Having erected thereon a one-story house which has an address of R.R. 1 Box 165, Clearfield, PA 16830.

**Tax Map No. 123-K7-637-25**

2. Amounts Due:

a)	Balance	\$ 30,438.25
b)	Late Charge	\$ 205.82
c)	Interest Due to 9/17/01	\$ 2,564.23
d)	Interest accruing after 9/17/01 at \$8.4666861 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Escrow Balance Due	\$ _____
h)	Satisfaction Fee	\$ 17.50
	PRELIMINARY TOTAL	\$ 33,225.80
i)	Prothonotary costs:	166,340
	FINAL TOTAL	\$ _____

Prothonotary

*Oated: 4/17/02*

By: 

~~Deputy~~



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

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:

No. 2002-214-CD

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendant

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

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

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

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

**PETER F. SMITH**

ATTORNEY

CLEARFIELD, PA. 16830  
814-765-5595

CERTIFIED TRUE AND CORRECT COPY

\_\_\_\_\_  
ATTORNEY FOR

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

:  
:  
:  
:  
:  
:  
:  
:

No. 2002-214-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

1. Name and address of Plaintiff in the judgment:

County National Bank  
P.O. Box 42  
One South Second Street  
Clearfield, PA 16830

**FILED**

MAY 02 2002

2. Name and address of Defendants in the judgment:

Douglas E. McGarry  
Heather Jo McGarry  
R.R. 1 Box 165  
Clearfield, PA 16830

William A. Shaw  
Prothonotary

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real estate to be sold:

County National Bank  
P.O. Box 42  
One South Second Street  
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage on record:

County National Bank  
P.O. Box 42  
One South Second Street  
Clearfield, PA 16830

Beneficial Consumer Discount Company  
D/B/A Beneficial Mortgage Co. of Pennsylvania  
90 Beaver Drive, Suite 114C  
DuBois, PA 15801

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
Corner of Market and Second Streets  
Clearfield, PA 16830

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S §4904 relating to unsworn falsifications to authorities.

Dated:

5/1/02



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

FILED

ice

01/01/47 ~~at~~

MAY 02 2002

William A. Shaw  
Prothonotary



**CERTIFIED TRUE AND CORRECT COPY**

ATTORNEY  
CLEARFIELD, PA. 16830  
814-765-5595

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

No. 2002-214-CD

**CERTIFICATE OF SERVICE**

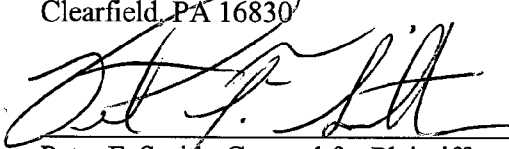
I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO PA.R.C.P. 3129** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on May 1, 2002:

Douglas E. McGarry  
Heather Jo. McGarry  
R.R. 1 Box 165  
Clearfield, PA 16830


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

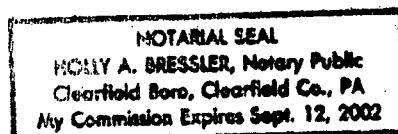
Beneficial Consumer Discount Company  
D/B/A Beneficial Mortgage Co. of PA.  
90 Beaver Drive, Suite 114C  
DuBois, PA 15801

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
Corner of Market and Second Sts.  
Clearfield, PA 16830

  
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 1st day of May, 2002.

  
Notary Public



**FILED**

MAY 02 2002

William A. Shaw  
Prothonotary

**FILED**  
016:47-21  
MAY 02 2002  
NDC  
6/20/02

William A. Shaw  
Prothonotary

U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535  
MAY 15 2002

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

CERTIFIED TRUE AND CORRECT COPY  
\_\_\_\_\_  
ATTORNEY FOR

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

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No. 2002-214-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

1. Name and address of Plaintiff in the judgment:

County National Bank  
P.O. Box 42  
One South Second Street  
Clearfield, PA 16830

2. Name and address of Defendants in the judgment:

Douglas E. McGarry  
Heather Jo McGarry  
R.R. 1 Box 165  
Clearfield, PA 16830

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County National Bank  
P.O. Box 42  
One South Second Street  
Clearfield, PA 16830

Beneficial Consumer Discount Company  
D/B/A Beneficial Mortgage Co. of Pennsylvania  
90 Beaver Drive, Suite 114C  
DuBois, PA 15801

**FILED**

NOV 21 2002  
01:20/405  
William A. Shaw  
Prothonotary/Clerk of Courts

no c/c  
get  
#21

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

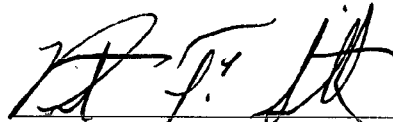
Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
Corner of Market and Second Streets  
Clearfield, PA 16830

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S §4904 relating to unsworn falsifications to authorities.

Dated: November 21, 2002



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

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

CERTIFIED TRUE AND CORRECT COPY

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

No. 2002-214-CD

**CERTIFICATE OF SERVICE**

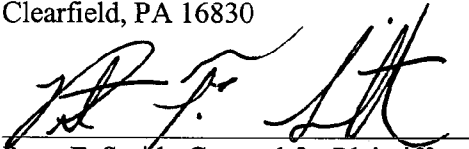
I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn, according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO P.A.R.C.P. 3129** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on May 1, 2002:

Douglas E. McGarry  
Heather Jo. McGarry  
R.R. 1 Box 165  
Clearfield, PA 16830

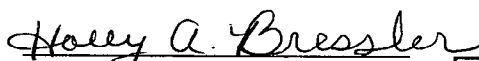
Beneficial Consumer Discount Company  
D/B/A Beneficial Mortgage Co. of PA.  
90 Beaver Drive, Suite 114C  
DuBois, PA 15801

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

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
Corner of Market and Second Sts.  
Clearfield, PA 16830

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

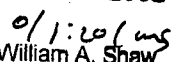
SWORN AND SUBSCRIBED  
before me this 21st day of November, 2002.


  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2006

**FILED**

NOV 21 2002

  
William A. Shaw  
Prothonotary/Clerk of Courts

2002/11/21  




**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12407

COUNTY NATIONAL BANK

02-214-CD

VS.

MCGARRY, DOUGLAS E.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

NOW, MAY 5, 2002 @ 1:40 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF JULY 12, 2002 WAS SET.

**FILED** No CC  
012:39-811 E  
APR 25 2003 KES

William A. Shaw  
Prothonotary

NOW, MAY 15, 2003 @ 1:40 P.M. SERVED HEATHER JO MCGARRY, DEFENDANT, AT HER RESIDENCE RR #1, BOX 165, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HEATHER JO MCGARRY, DEFENDANT, A TRUE AND ATTESTED COPY OF AN ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY. AND MAKING KNOWN TO HER THE CONTENTS THEREOF..

NOW, MAY 15, 2003 AT 1:40 P.M. O'CLOCK SERVED DOUGLAS E. MCGARRY, DEFENDANT, AT HIS RESIDENCE RR #1, BOX 165, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HEATHER JO MCGARRY, WIFE OF THE DEFENDANT, A TRUE AND ATTESTED COPY OF AN ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 11, 2002 RECEIVED A FAX FROM MAZZA LAW GROUP INFORMING US THAT THE MCGARRY'S FILED FOR BANKRUPTCY AND TO STAY THE SALE. SPOKE WITH ATTORNEY PETER SMITH BY PHONE AND INSTRUCTED TO STAY SALE.

NOW, NOVEMBER 7, 2002 RECEIVED A LETTER FROM ATTORNEY SMITH THAT THE BANKRUPTCY COURT LIFTED THE STAY. I WAS INSTRUCTED TO RESCHEDULE THE SALE.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12407

COUNTY NATIONAL BANK

02-214-CD

VS.

MCGARRY, DOUGLAS E.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

A NEW SALE DATE OF FEBRUARY 7, 2003 WAS SET.

NOW, FEBRUARY 7, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS  
THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$15,000 + COSTS.

NOW, FEBRUARY 18, 2003 BILLED ATTORNEY FOR COSTS DUE.

NOW, MARCH 10, 2003 RECEIVED CHECK FROM THE PLAINTIFF FOR COSTS DUE.

NOW, APRIL 23, 2003 PAID COSTS FROM ADVANCE AND CHECK FROM PLAINTIFF.

NOW, APRIL 25, 2003 RETURN WRIT AS SALE BEING HELD ON THE PROPERTY OF  
THE DEFENDANTS. PROPERTY PURCHASED BY THE PLAINTIFF FOR \$15,000 +  
COSTS.

NOW, APRIL 25, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$534.55

SURCHARGE \$40.00

PAID BY PLAINTIFF

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12407

COUNTY NATIONAL BANK

02-214-CD

VS.

MCGARRY, DOUGLAS E.

WRIT OF EXECUTION

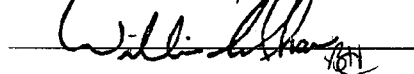
REAL ESTATE

**SHERIFF RETURNS**

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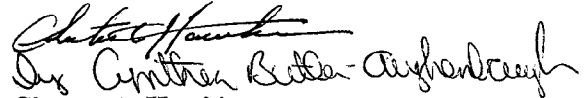
Sworn to Before Me This

25<sup>th</sup> Day Of April 2003



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

So Answers,



Chester A. Hawkins  
Sheriff

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

DOUGLAS E. McGARRY and  
HEATHER JO McGARRY  
Defendants

No. 2002-214-CD

**WRIT OF EXECUTION  
NOTICE**

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

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

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

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

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

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

Having erected thereon a one-story house which has an address of R.R. 1 Box 165, Clearfield, PA 16830.

Tax Map No. 123-K7-637-25

2. Amounts Due:

a)	Balance	\$ 30,438.25
b)	Late Charge	\$ 205.82
c)	Interest Due to 9/17/01	\$ 2,564.23
d)	Interest accruing after 9/17/01 at \$8.4666861 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Escrow Balance Due	\$ _____
h)	Satisfaction Fee	\$ 17.50
	PRELIMINARY TOTAL	\$ 33,225.80
i)	Prothonotary costs:	166.34
	FINAL TOTAL	\$ _____

Prothonotary

Dated: 4/17/02

By:

Deputy

RECEIVED APR 17 2002

@ 2:41 PM

Walter A. Hankins  
by Margaret H. Roth

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME      MCGARRY                      NO.              02-214-CD

NOW,      **FEBRUARY 7, 2003**      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the court House in Clearfield on the      **7TH**      day of      **FEBRUARY 2003**, I exposed the within described real estate of      **DOUGLAS E. MCGARRY AND HEATHER JO MCGARRY** to public venue or outcry at which time and place I sold the same to      **COUNTY NATIONAL BANK** he/she being the highest bidder, for the sum of      **\$15,000.00 + COSTS** and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MIELAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	300.00
POSTAGE	5.55
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	15.00
BID AMOUNT	15,000 + COSTS
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

**TOTAL SHERIFF COSTS                      534.55**

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

## DEBIT & INTEREST:

DEBT-AMOUNT DUE	30,438.25
INTEREST TO 9/17/01 INTEREST AFTER 9/17/01 @ \$8.4666861 TO BE ADDED	2,564.23

**TOTAL DEBT & INTEREST                      33,002.48**

## COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	749.82
LATE CHARGES & FEES	
TAXES - collector	NONE
TAXES - tax claim TO 4/30/03	1,891.08
DUE	
COST OF SUIT -TO BE ADDED	
LIST OF LIENS SEARCH	200.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
ATTORNEY COMMISSION	
SHERIFF COSTS	534.55
LEGAL JOURNAL AD	379.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	166.34
MORTGAGE SEARCH	80.00

## SATISFACTION FEE

## ESCROW DEFICIENCY

## MUNICIPAL LIEN

**TOTAL COSTS                      4,034.29**

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

# THE MAZZA LAW GROUP, P.C.

ATTORNEYS AT LAW

1315 SOUTH ALLEN STREET, SUITE 302, STATE COLLEGE, PA 16801

(814) 237-6255 (814) 237-5752 FAX

www.mazzalaw.com

July 11, 2002

VIA FACSIMILE & UNITED STATES MAIL

Sheriff's Office  
Attention: Cindy  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: County National Bank v. Douglas E. & Heather Jo McGarry  
No. 2002-214-CD

Dear Cindy:


I write to confirm our telephone conversation regarding the above Defendants.

This office represents Douglas and Heather McGarry in a Chapter 7 Bankruptcy filed earlier today with the United States Bankruptcy Court, Western District of Pennsylvania. The bankruptcy appears at number 02-27435.

The Sheriff Sale of the McGarrys' residence in Lawrence Township is scheduled for tomorrow at 10 a.m. Pursuant to Section 362 of the Bankruptcy Code, would you kindly cancel the sale. I have contacted the bank's attorney, Peter F. Smith, Esquire, and have advised him of the above filing.

Thank you for your attention to this matter. Please contact me if you have any questions or require further information.

Very truly yours,



Mark S. Weaver

MSW/hrr

c: Peter F. Smith, Esquire (via facsimile)  
Douglas & Heather McGarry

W:\CLIENTS\MMCGARRY, DOUG & HEATHER\SHERIFF.7-11-02.DOC

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

(814) 765-5595  
FAX (814) 765-6662

E-mail  
pfsatty@uplink.net

November 7, 2002

Cynthia Butler-Aughenbaugh  
Clearfield County Sheriff's Office  
Clearfield County Courthouse  
Clearfield, PA 16830

**HAND DELIVER**

Re: CNB v. Douglas E. McGarry and Heather Jo McGarry  
Docket No. 02-214-CD

Dear Cindy:

The McGarry's property was scheduled for Sheriff Sale in the above-captioned matter July 12, 2002. That sale was stayed when they filed bankruptcy.

The Bankruptcy Court recently lifted the stay. Therefore I request that you reschedule and re-advertise it in The Progress and The Clearfield Legal Journal. Please call me if additional security for cost is required.

Sincerely,



Peter F. Smith

PFS/jac

cc: Christopher N. Norris, CNB

Received  
11/12/02



