

02-359-CD
COUNTY NATIONAL BANK -vs- KENNETH L. BLOOM, SR. et al

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

KENNETH L. BLOOM, SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

No. 2002-359. CO

Type of Case:
FORECLOSURE

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court ID #34291
P.O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

FILED

MAR 11 2002

01/11/03/atty. Smith pd
William A. Shaw
Prothonotary 80.00

2cc Shaw

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	
	:	No. 2002-
KENNETH L. BLOOM, SR.,	:	
EXECUTOR OF THE GLADYS V.	:	
ERSKINE ESTATE, a/k/a GLADYS	:	
VIRGINIA ERSKINE	:	
Defendant	:	
	:	
	:	
	:	

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

Clearfield County Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
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Plaintiff	:	
	:	
vs.	:	
	:	No. 2002-
KENNETH L. BLOOM, SR.,	:	
EXECUTOR OF THE GLADYS V.	:	
ERSKINE ESTATE, a/k/a GLADYS	:	
VIRGINIA ERSKINE	:	
Defendant	:	
	:	
	:	

COMPLAINT TO FORECLOSE MORTGAGE

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

1. The Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with principal offices at One South Second Street, Clearfield, PA 16830 (hereinafter "CNB").

2. The name of the Defendant is **KENNETH L. BLOOM, SR.** as Executor for the Estate of **GLADYS V. ERSKINE (deceased) a/k/a GLADYS VIRGINIA ERSKINE.**

3. The Decedent's last known address was P. O. Box 235, Robison Avenue, Hyde, PA 16843.

4. **GLADYS V. ERSKINE, A/K/A GLADYS VIRGINIA ERSKINE**, died September 26, 2001, and her will was probated at Clearfield county Estate No. 2001-668.

5. The address of the Decedent's Executor **KENNETH L. BLOOM, SR.** is P.O. Box 532, Hyde, Pennsylvania, 16843.

6. The Decedent took title to the real estate subject to this action with her husband Charles S. Erskine, whose last known address is believed to be P.O. Box 235, Robinson Ave, Hyde, Pennsylvania, 16843.

7. Charles S. Erskine is believed to have predeceased his wife the Defendant because he is not named as an heir in her will nor in the Rule 5.6 Notice in her Estate.

8. The parcel of real estate subject to this action consists of a trailer and lot on Robison Avenue, Hyde, PA, Tax Map No. 123-J9-623-27 and is more particularly described as follows:

ALL that certain lot of land situate in Hyde City, Lawrence Township, Clearfield County, Pennsylvania, being Lot No. 17, Block 18, in the Steel and Iron Works Addition and being located on Robinson Avenue.

BEING the same premises as conveyed to Charles S. Erskine and Gladys Virginia Erskine by deed dated November 4, 1980 and recorded in Clearfield County Record Volume 804 Page 311.

9. Defendant mortgaged the property described above to County National Bank, Plaintiff, by instrument dated March 30, 2000, for a principal debt of \$19,721.97, together with interest. Said mortgage was recorded in Clearfield County Instrument No. 200005270. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

10. Defendant also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing her personal obligation to pay the \$19,721.97 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.

11. Plaintiff has not assigned this mortgage or note.

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

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

14. On or about December 5, 2001, Defendant failed to make the full monthly payments of \$251.65, and at no time since then have all monthly payments been made which constitutes a default.

15. After crediting all amounts paid by Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$830.46 as of February 6, 2002.

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

17. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of February 6, 2002, are as follows:

a) Balance	\$18,001.31
b) Interest Due to 2/6/02	\$ 314.03
c) Interest accruing after 2/6/02 at \$4.5619758 per day (to be added)	\$ _____
d) Late charges	\$ 75.51
e) Satisfaction Fee	\$ 17.50
f) Costs of Suit (to be added)	\$ _____
g) Attorney's commission of amounts reasonably and actually incurred	\$ _____

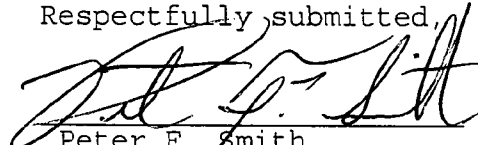
Preliminary Total	\$18,408.35
FINAL TOTAL	\$

18. The property subject to this action is unoccupied property, and the Defendant is a Decedent's Estate, therefore, the Defendant is not entitled to the notices required by Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq.

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.

Date: 3-7-02

Respectfully submitted,

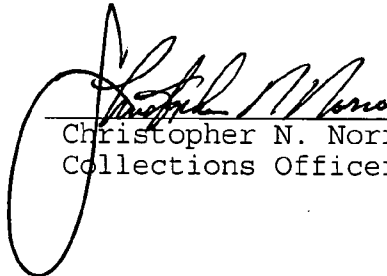
A handwritten signature in dark ink, appearing to read "Peter F. Smith", written over a horizontal line.

Peter F. Smith
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

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



Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 5th
day of March, 2002.



Notary Public



THIS MORTGAGE made this 30TH day of MARCH 2000, ~~199~~, between CHARLES S. ERSKINE (DECEASED) AND GLADYS VIRGINIA ERSKINE residing at: PO. BOX 235 HYDE PA 16843 (hereinafter, whether one or more, called "Mortgagor") and COUNTY NATIONAL BANK, a national banking association (hereinafter called "Mortgagee")

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of NINETEEN THOUSAND SEVEN HUNDRED TWENTY ONE AND 97/100 Dollars (\$ 19,721.97), and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

All that certain lot or piece of ground, with all buildings and improvements thereon erected, and all appurtenances, situate and known as: ROBISON AVENUE HYDE PA in the ~~CLAYBROUGH~~ Township of LAWRENCE, County of CLEARFIELD, Pennsylvania, more fully described in the Deed by which title vested in the Mortgagor, which is recorded in said County in Record Volume No. 804, page 311, the description in which is hereby incorporated herein by reference; TOGETHER with the reversions, remainders, rents, issues and profits thereof, TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidenced and secured, and such loans and advances shall be added to the principal debt, but at no time shall the principal debt secured by this Mortgage, not including sums advanced hereunder to protect the security, exceed the original amount of principal debt; (2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the Mortgaged premises, (b) pay all ground rents reserved from the Mortgaged premises and pay all amounts as they become due under the terms of any prior Mortgage encumbering said premises, (c) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the Mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (d) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee; (3) in the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured thereby, and collect the same as part of said principal debt.

Mortgagor(s) expressly warrant(s) that SHE is/are the lawful owner(s) of a fee simple estate in the premises described above and has/have the right to grant this Mortgage. Breach of this warranty shall constitute default hereunder.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

DUE-ON-SALE or NON-ASSUMABILITY: Upon the sale or transfer of the premises described herein, or any part thereof, the whole of said principal sum, interest thereon to date and a satisfaction fee of \$5.00 shall become immediately due and payable after thirty days written notice by the Mortgagee unless waived by the prior written consent of the Mortgagee. The following shall be expressly excepted and excluded from the effect of this clause: (a) The creation of a lien or encumbrance subordinate to this Mortgage, (b) The creation of a purchase money security interest for household appliances, (c) A transfer by devised, descent or by operation of the law upon the death of a joint tenant or a tenant by the entireties or, (d) The grant of any leasehold interest of three years or less or containing an option to purchase.

If default shall be made in the payment of any installment of principal and interest as aforesaid for the space of ten (10) days after it shall fall due, or in the performance of any of the covenants, agreements or conditions contained in this Mortgage or the Note, then the entire unpaid balance of said principal with interest accrued thereon at the rate specified in the Note, and all other sums due by Mortgagor(s) hereunder or thereunder, shall at the option of Mortgagee, and after thirty (30) days written notice to the Mortgagor become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of eight per cent (8%) of the total indebtedness or \$50, whichever is the larger amount.

The covenants, conditions and agreements contained in this Mortgage and incorporated herein shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof on the day and year first above written.

Witnessed By:

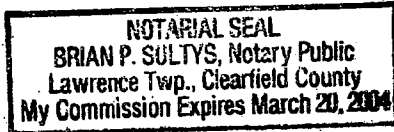
Susan M. [Signature] (SEAL)
Gladys Virginia Erskine (SEAL)
Commonwealth of Pennsylvania

County of Clearfield SS:

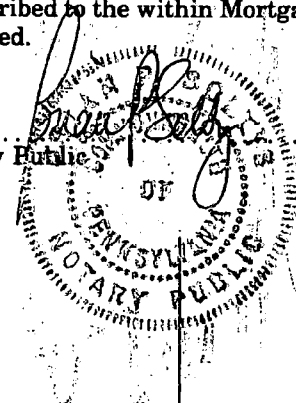
On this, the 30th day of March, 2000, before me, Brian P. Soltys,
the undersigned officer, personally appeared Gladys Virginia Erskine,
satisfactorily proven to me to be the person(s) whose name(s) is subscribed to the within Mortgage,
and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission Expires: 3-20-2004



Notary Public



MORTGAGE

FROM

GLADYS VIRGINIA ERSKINE

TO

COUNTY NATIONAL BANK

Clearfield, Pa.

Return to:

COUNTY NATIONAL BANK

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200005270
RECORDED ON
APR 20, 2000
10:05:07 AM
RECORDING FEES - \$13.00
RECORDER
COUNTY IMPROVEMENT
FUND \$1.00
RECORDER
IMPROVEMENT FUND
\$1.00
STATE WRT TAX \$0.50
TOTAL \$15.50

I do hereby certify that the precise residence and complete post office address of the within named Mortgagee is
Corner Second and Market Sts., Post Office Box 42, Clearfield, Pa. 16830

Susan M. [Signature]
for COUNTY NATIONAL BANK

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

USURY - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCURAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST-MATURITY INTEREST - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal; or
- On the date you accelerate the due date of this loan (demand immediate payment).

ADVANCE PROCEDURE AND MEANS - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DEFAULT - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;
- I fail to keep any promise I have made in connection with this loan;
- I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
- I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
- Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
- The Property is damaged, destroyed or stolen;
- I fail to provide any additional security that you may require;
- Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
- Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my default;
- Use any remedy you have under state or federal law; and
- Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- Any deposit account balance I have with you;
- Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a Purchase Money Security interest arising under this security agreement:

- Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the Purchase Money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate disclosed on page 1 until paid in full;
- Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
- Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME _____

X

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

CNB

COUNTY NATIONAL BANK

CLEARFIELD, PA

LENDER'S NAME AND ADDRESS

"You" means the Lender, its successors and assigns.

Glady Virginia Erskine

PO Box 235

Wyle PA 16843

BORROWER'S NAME AND ADDRESS

"I" includes each Borrower above, jointly and severally.

Loan Number

9585430

Date

3-30-00

Maturity Date

19-12-97

Loan Amount

\$ 19,721.97

Renewal Of

TERMS FOLLOWING A ☒ APPLY ONLY IF CHECKED

NOTE: For value received, I promise to pay to you, or your order, at your address above, the principal sum of: and 97/100 Dollars \$ 19,721.97

plus interest from 4-18-00 at the rate of 9.25 % per year until 4-5-2010

☐ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ _____, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term.

☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due: _____

Principal due: _____

(b) ☒ This note has 120 payments. The first payment will be in the amount of \$ 251.65 and will be due 5-5-00

A payment of \$ 251.65 will be due on the 5th day of each month thereafter.

The final payment of the entire unpaid balance of principal and interest will be due 4-5-2010

INTEREST - Interest accrues on an _____ actual 365/366 day basis.

☐ MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ _____ if I pay this loan off before you have earned that much in finance charges.

☒ LATE CHARGE - I agree to pay a late charge on any installment or payment made more than 15 days after it is due equal to 10 % of the unpaid amount, or \$ 20.00, whichever is greater.

☐ RETURNED CHECK CHARGE - I agree to pay a fee of \$ _____ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

☒ POST-MATURITY INTEREST - Interest will accrue at the rate of _____ % per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS for cash

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan ☒ is ☐ is not further secured.

(a) ☒ This loan is secured by a mortgage, dated 3-30-00

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

This Property will be used for personal purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
<u>9.25</u> %	<u>\$ 10,476.03</u>	<u>\$ 19,721.97</u>	<u>\$ 30,198.00</u>	YES - I want an itemization.
My Payment Schedule will be:				NO - do not want an itemization.
Number of Payments	Amount of Payments	When Payments Are Due		<input checked="" type="checkbox"/> * means an estimate.
<u>120</u>	<u>\$ 251.45</u>	<u>5th day of each month beginning</u>		<input type="checkbox"/> Filing Fee
		<u>5-5-00</u>		<input type="checkbox"/> Nonfiling Insurance
		<u>Direct Debit # 6002141</u>		

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security - I am giving a security interest in: ☐ (brief description of other property)

☒ the goods or property being purchased.

☒ collateral securing other loans with you may also secure this loan.

☒ my deposit accounts and other rights to the payment of money from you. ☐ Required Deposit - The annual percentage rate does not take into account my required deposit.

Prepayment - If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.

☐ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

☒ Late Charge - I will be charged a late charge on any payment made more than 15 days after it is due equal to 10 % of the unpaid amount, or \$ 20.00, whichever is greater.

☒ Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs. See Notice of Proposed Insurance on page 2.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		

Name of Insurer US Credit Life

I ☐ do ☒ do not want credit life insurance.

I ☐ do ☒ do not want credit disability insurance.

I ☐ do ☒ do not want joint credit life insurance.

I ☐ do ☒ do not want _____ insurance.

☒ Glady Erskine DOB 3-14-31

☒ _____ DOB _____

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

Signed _____ (Optional) For Lender

Title _____

ITEMIZATION OF AMOUNT FINANCED	
AMOUNT GIVEN TO ME DIRECTLY	\$ <u>5000</u>
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ <u>14,721.97</u>
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ _____
to Public Officials	\$ _____
	\$ _____
	\$ _____
(less) PREPAID FINANCE CHARGE(S)	\$ _____
Amount Financed	\$ <u>19,721.97</u>
(Add all items financed and subtract prepaid finance charges.)	

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature Glady Erskine

Signature _____

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - This note and any agreement securing this note will be governed by the laws of the state of Pennsylvania. The federal Truth-in-Lending disclosures on page 1 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due; and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

USURY - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCURAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST-MATURITY INTEREST - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:

- If this loan is payable on demand, on the date you make demand for payment;
- If this loan is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
- On the date of the last scheduled payment of principal; or
- On the date you accelerate the due date of this loan (demand immediate payment).

ADVANCE PROCEDURE AND MEANS - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DEFAULT - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- I fail to make a payment in full when due;
- I die, am declared incompetent, or become insolvent;
- I fail to keep any promise I have made in connection with this loan;
- I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
- I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
- Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
- The Property is damaged, destroyed or stolen;
- I fail to provide any additional security that you may require;
- Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
- Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
- Use the right of set-off as explained below;
- Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- Make a claim for any and all insurance benefits or refunds that may be available on my default;
- Use any remedy you have under state or federal law; and
- Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- Any deposit account balance I have with you;
- Any money owed to me on an item presented to you or in your possession for collection or exchange; and
- Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

NOTICE OF PROPOSED INSURANCE - I take notice that group credit life insurance and/or group credit accident and health insurance coverage will be applicable to this contract if so marked on page 1 of this contract and each type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to me a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a Purchase Money Security interest arising under this security agreement:

- Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and
- Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the Purchase Money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

- Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate disclosed on page 1 until paid in full;
- Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
- Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME _____

X

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

-----Lap over margin-----

[illegible]

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12229

COUNTY NATIONAL BANK

02-359-CD

VS.

BLOOM, KENNETH L. SR. Executor of Gladys V. Erskine Estate

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 13, 2002 AT 9:22 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON KENNETH L. BLOOM SR. Executor of the
Estate of Gladys V. Erskine Estate a/k/a Gladys Virginia Erskine,
DEFENDANT AT RESIDENCE, 1606 ROBINSON AVE., HYDE, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO KENNETH L. BLOOM SR. A TRUE AND ATTESTED
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE
KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING/MARSHALL

Return Costs

Cost	Description
20.94	SHFF. HAWKINS PAID BY: PLFF.
10.00	SURCHARGE PAID BY: PLFF.

FILED

014:00
MAY 02 2002

William A. Shaw
Prothonotary

Sworn to Before Me This

2nd Day Of May 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
by Mark L. Harris
Chester A. Hawkins
Sheriff

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 2002-359-CD
	:	
KENNETH L. BLOOM SR.,	:	
EXECUTOR OF THE GLADYS V.	:	
ERSKINE ESTATE, a/k/a GLADYS	:	
VIRGINIA ERSKINE	:	
Defendant	:	

CERTIFICATE OF ADDRESS

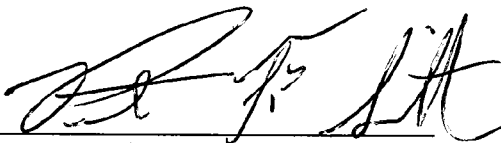
I certify that the last known addresses of the Defendant, Kenneth L. Bloom the Executor of the Gladys V. Erskine Estate, as of May 13, 2002 are as follows:

Plaintiff: County National Bank
One South Second Street
Clearfield, PA 16830

Defendants: Kenneth L. Bloom
P.O. Box 532
Hyde, PA 16843-0532

Date:

5-13-02


Peter F. Smith, Esquire
Attorney for Plaintiff

FILED

MAY 14 2002
6/10:30/02
William A. Shaw
Prothonotary
no c/c

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

COUNTY NATIONAL BANK
Plaintiff

vs.

No. 2002-359-CD

KENNETH L. BLOOM SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

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 Defendant in the judgment:

Kenneth L. Bloom, Executor
P.O. Box 532
Hyde, PA 16843-0532

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

FILED

MAY 14 2002

0/10:30/14
William A. Shaw
Prothonotary

No. 2/C

[Signature]

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

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 Annex
Clearfield, PA 16830
Delinquent taxes for 2000

Inheritance Tax Division
Pa Dept of Revenue
Dept 280601
Harrisburg, PA 17128-0601

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:

Creighton B Hale
Box 312
New Millport, PA 16861

Charles F. Hale
3420 North 84th Lane
Phoenix, AZ 85037

John E. Hale
RD # 1 Box 240
Clearfield, PA 16830

James P. Hale
Box 193 A, Lake Drive
Curwensville, PA 16833

Keith H. Hart
RD # 1 Box 16
Seneca, PA 16346

Michael C. Hale
517 West Locust St.
Clearfield, PA 16830

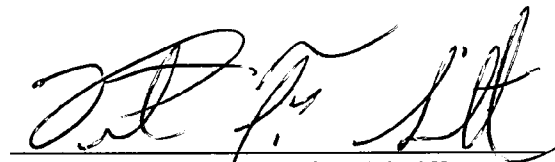
Dorothy I. Hale
P.O. Box 190
Woodland, PA 16881

Lori C. Rose
221 South Fourth Street
Clearfield, PA 16830

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:

5-13-02



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

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

COUNTY NATIONAL BANK
Plaintiff

vs.

No. 2002-359-CD

KENNETH L. BLOOM SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

REVISED 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 Defendant in the judgment:

Kenneth L. Bloom, Executor
P.O. Box 532
Hyde, PA 16843-0532

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
No.- 2002-203-CD

Conseco Finance Consumer
Stonewood Commons #3
105 Bradford Rd, Suite 200
Wexford, PA 15090
No. 2000-901-CD

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

FILED

MAY 15 2002
m/10:50/nocc
William A. Shaw
Prothonotary *WAS*

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 Annex
Clearfield, PA 16830
Delinquent taxes for 2001

Inheritance Tax Division
Pa Dept of Revenue
Dept 280601
Harrisburg, PA 17128-0601

DPW Estate Recovery Program
P.O. Box 8486
Harrisburg, PA 17105

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:

Creighton B Hale
Box 312
New Millport, PA 16861

Charles F. Hale
3420 North 84th Lane
Phoenix, AZ 85037

John E. Hale
RD # 1 Box 240
Clearfield, PA 16830

James P. Hale
Box 193 A, Lake Drive
Curwensville, PA 16833

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RD # 1 Box 16
Sencea, PA 16346

Michael C. Hale
517 West Locust St.
Clearfield, PA 16830

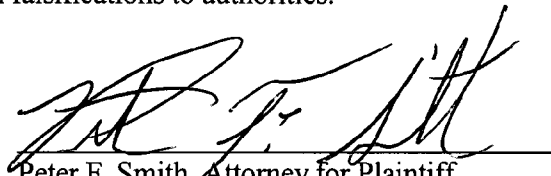
Dorothy I. Hale
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Clearfield, PA 16830

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Dated:

5-14-02


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

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

COUNTY NATIONAL BANK
Plaintiff

vs.

KENNETH L. BLOOM SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

No. 2002-359-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 July 2, 2002:

Kenneth L. Bloom
P.O. Box 532
Hyde, PA 16843-0532

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

Inheritance Tax Division
Pa Dept of Revenue
Dept 280601
Harrisburg, PA 17128-0601

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

Conseco Finance Consumer
Stone wood Commons #3
105 Bradford Rd, Suite 200
Wexford, PA 15090

Creighton B. Hale
Box 312
New Millport, PA 16861

Charles F. Hale
3420 North 84th Lane
Phoenix, AZ 85037

John E. Hale
RD# 1 Box 240
Clearfield, PA 16830

FILED

JUL 03 2002

0/11:00
William A. Shaw
Prothonotary
we c/c



James P. Hale
Box 193 A, Lake Drive
Curwensville, PA 16833

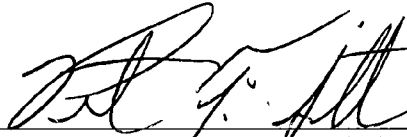
Keith H. Hart
RD # 1 Box 16
Sencea, PA 16346

Michael C. Hale
517 West Locust Street
Clearfield, PA 16830

Dorothy I. Hale
P.O. Box 190
Woodland, PA 16881

Lori C. Rose
221 South Fourth Street
Clearfield, PA 16830

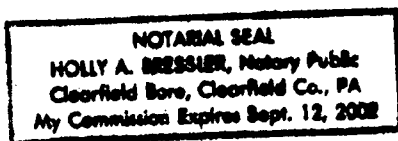
John A. Ayres, Esquire
101 South Second Street
Clearfield, PA 16830



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 2nd day of July, 2002.


Notary Public



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

COUNTY NATIONAL BANK
Plaintiff

vs.

KENNETH L. BLOOM SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

No. 2002-359-CD

NOTICE PURSUANT TO PA.R.C.P. 3129

TO: ALL CREDITORS AND PARTIES IN INTEREST OF DEFENDANT:

Please be advised that I have filed a Praecipe for Writ of Execution against real estate owned by the Defendant in the above-captioned matter. My inspection of the records at the Elk County Courthouse indicates that you have a lien against this real estate or other interest therein which may be extinguished or otherwise affected by the Sheriff Sale of this real estate which will be conducted pursuant to my Praecipe for Writ of Execution.

You should take this Notice to an attorney of your choice, who can advise you more fully.

Sincerely,



Dated: July 2, 2002

Peter F. Smith
Attorney for Plaintiff
P.O. Box 130
Clearfield, PA 16830

Enclosure: Sheriff's Handbill for Execution in the above-captioned matter.

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 2002-359-CD
	:	
KENNETH L. BLOOM SR.,	:	
EXECUTOR OF THE GLADYS V.	:	
ERSKINE ESTATE, a/k/a GLADYS	:	
VIRGINIA ERSKINE	:	
Defendant	:	

**NOTICE OF SHERIFF'S SALE OF
VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's office in Clearfield, Pennsylvania, on August 2, 2002, at 10:00 a.m.

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

The parcel of real estate subject to this action consists of a trailer and lot on Robison Avenue, Hyde, PA,

Tax Map No. 123-J9-623-27.

ALL that certain lot of land situate in Hyde City, Lawrence Township, Clearfield County, Pennsylvania, being Lot No. 17, Block 18, in the Steel and Iron Works Addition and being located on Robinson Avenue.

BEING the same premises as conveyed to Charles S. Erskine and Gladys Virginia Erskine by deed dated November 4, 1980 and recorded in Clearfield County Record Volume 804 Page 311.

SEIZED, taken in execution to be sold as the property of GLADYS V. ERSKINE ESTATE, a/k/a GLADYS VIRGINIA ERSKINE, KENNETH L. BLOOM SR., EXECUTOR, at the suit of COUNTY NATIONAL BANK. JUDGMENT NO. 02-359-CD.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other arrangements made as will be approved, otherwise, the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off, and in case of deficiency of such resale, shall make good for the same, and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

SHERIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COUNTY NATIONAL BANK
Plaintiff

vs.

KENNETH L. BLOOM SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

No. 2002-359-CD

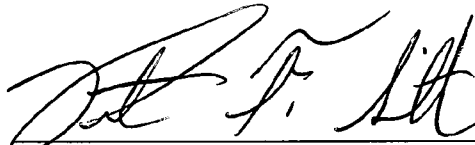
PRAECIPE TO DISCONTINUE

To: William A. Shaw, Prothonotary

Dear Sir:

The Defendant has cured its default in the above-captioned matter. Please discontinue it.

Date: August 12, 2002


Peter F. Smith, Attorney for Plaintiff


cc: Christopher N. Norris, County National Bank
John A. Ayres, Jr., Esquire

FILED

AUG 12 2002

0330) nocc

William A. Shaw
Prothonotary

Cert. Dis. toath
Copy to


IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

County National Bank

Vs.

No. 2002-00359-CD

Kenneth L. Bloom Sr.

Gladys V. Erskine Estate

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 12, 2002 marked:

Discontinued.

Record costs in the sum of \$150.94 have been paid in full by Peter F. Smith, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 12th day of August A.D. 2002.

William A. Shaw, Prothonotary

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

COUNTY NATIONAL BANK
Plaintiff

vs.

KENNETH L. BLOOM SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

No. 2002-359-CD

FILED

MAY 13 2002

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

William A. Shaw
Prothonotary

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on April 16, 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:

Kenneth L. Bloom
P.O. Box 532
Hyde, PA 16843-0532

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 \$18,408.35 plus interest and costs of suit.

a)	Balance	\$ 18,001.31
b)	Late Charge	\$ 75.51
c)	Interest Due 02/06/02	\$ 314.03
d)	Interest accruing after 02/06/02 at \$4.5619758 per day (to be added)	\$ _____

e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction fee	\$ 17.50

PRELIMINARY TOTAL	\$ 18,408.35
FINAL TOTAL	\$ _____

Respectfully submitted:

Date:

5/6/02



Peter F. Smith, Esquire

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

COUNTY NATIONAL BANK
Plaintiff

vs.

No. 2002-~~359~~-CD

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

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

IMPORTANT NOTICE

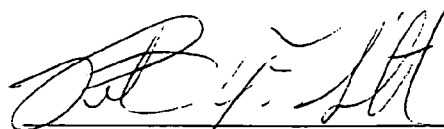
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE.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

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON April 29, 2002.

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

Date: 4/16/02

cc: Christopher N. Norris. CNB


Peter F. Smith, Attorney for Plaintiff

FILED

MAY 13 2002

01/11/28/ City
William A. Shaw
Prothonotary

Smith pd \$20.00

Notice to Leg.

Statement to City Smith
61
K28

COPY

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 2002-359-CD
	:	
KENNETH L. BLOOM SR.,	:	
EXECUTOR OF THE GLADYS V.	:	
ERSKINE ESTATE, a/k/a GLADYS	:	
VIRGINIA ERSKINE	:	
Defendant	:	

Notice is given that a judgment has been entered of record in Clearfield County against Kenneth L. Bloom Executor of the Gladys V. Erskine Estate, Defendant and in favor of the Plaintiff, \$18,408.35, plus interest and costs.

Prothonotary

By William L. Shan, ~~Deputy~~

Rule of Civil Procedure No. 236

COPY

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

County National Bank
Plaintiff(s)

No.: 2002-00359-CD

Real Debt: \$18,408.35

Atty's Comm:

Vs.

Costs: \$

Int. From:

Kenneth L. Bloom Sr., Executor of
the Gladys V. Erskine Estate, a/k/a
Gladys Virginia Erskine
Defendant(s)


Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 13, 2002

Expires: May 13, 2007

Certified from the record this 13th of May, 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.

KENNETH L. BLOOM SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

No. 2002-359-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

FILED

MAY 13 2002

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 2002-359-CD
	:	
KENNETH L. BLOOM SR.,	:	
EXECUTOR OF THE GLADYS V.	:	
ERSKINE ESTATE, a/k/a GLADYS	:	
VIRGINIA ERSKINE	:	
Defendant	:	

WRIT OF EXECUTION

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

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

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

The parcel of real estate subject to this action consists of a trailer and lot on Robison Avenue, Hyde, PA, Tax Map No. 123-J9-623-27.

ALL that certain lot of land situate in Hyde City, Lawrence Township, Clearfield County, Pennsylvania, being Lot No. 17, Block 18, in the Steel and Iron Works Addition and being located on Robinson Avenue.

BEING the same premises as conveyed to Charles S. Erskine and Gladys Virginia Erskine by deed dated November 4, 1980 and recorded in Clearfield County Record Volume 804 Page 311.

2.

a)	Balance	\$18,001.31
b)	Interest Due to 2/6/02	\$ 314.03
c)	Interest accruing after 2/6/02 at \$4.5619758 per day (to be added)	\$ _____
d)	Late charges	\$ 75.51
e)	Satisfaction Fee	\$ 17.50

f) Costs of Suit (to be added) \$ _____
g) Attorney's commission of amounts \$ _____
reasonably and actually incurred

Preliminary Total \$18,408.35
FINAL TOTAL

William L. Khan 5.13.02
Prothonotary

By: _____
~~Deputy~~

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 2002-359-CD
	:	
KENNETH L. BLOOM SR.,	:	
EXECUTOR OF THE GLADYS V.	:	
ERSKINE ESTATE, a/k/a GLADYS	:	
VIRGINIA ERSKINE	:	
Defendant	:	

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address

Phone Number

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

Date: _____

Defendant

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

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

Lap over margin

FILED

MAY 13 2002

011850100th Smith
William A. Shaw
Prothonotary

PD \$30.00

6041113 Shaw

PETER F. SMITH

ATTORNEY

30 SOUTH SECOND STREET

P.O. BOX 130

CLEARFIELD, PA. 16830

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

COUNTY NATIONAL BANK
Plaintiff

vs.

KENNETH L. BLOOM SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

:
:
:
:
:
:
:
:
:
:

No. 2002-359-CD

FILED

MAY 13 2002

William A. Shaw
Prothonotary

PRAECIPE FOR WRIT OF EXECUTION

To: Clearfield County Prothonotary

Dear Sir:

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

1. Index this Writ against:
Kenneth L. Bloom, Executor for the Gladys V. Erskine Estate
2. Property owned by the Defendant as follows:

The parcel of real estate subject to this action consists of a trailer and lot on Robison Avenue, Hyde, PA, Tax Map No. 123-J9-623-27.

ALL that certain lot of land situate in Hyde City, Lawrence Township, Clearfield County, Pennsylvania, being Lot No. 17, Block 18, in the Steel and Iron Works Addition and being located on Robinson Avenue.

BEING the same premises as conveyed to Charles S. Erskine and Gladys Virginia Erskine by deed dated November 4, 1980 and recorded in Clearfield County Record Volume 804 Page 311.

3. Amounts Due:

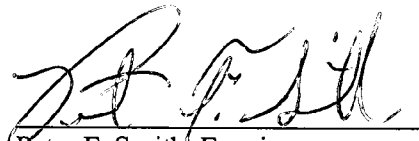
a) Balance	\$18,001.31
b) Interest Due to 2/6/02	\$ 314.03
c) Interest accruing after 2/6/02	
at \$4.5619758 per day (to be added)	\$ _____

d) Late charges	\$ 75.51
e) Satisfaction Fee	\$ 17.50
f) Costs of Suit (to be added)	\$ _____
g) Attorney's commission of amounts reasonably and actually incurred	\$ _____

Preliminary Total
FINAL TOTAL

\$18,408.35
\$

Dated: May 6, 2002



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

FILED

MAY 13 2002

01/18/28/Atty Smith pd \$20.00
William A. Shaw
Proprietary 6 w rts Shewell

WAS

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12572

COUNTY NATIONAL BANK

02-359-CD

VS.

BLOOM, KENNETH L., SR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JULY 2, 2002 @ 1:15 P.M. A LEVY WAS TAKEN ON THE PROPERTY OF
THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF AUGUST 2, 2002 WAS SET.

JULY 9, 2002 @ 9:14 A.M. O'CLOCK SERVED KENNETH L. BLOOM, SR. ,
DEFENDANT AT HIS RESIDENCE 1606 ROBINSON AVENUE, HYDE, CLEARFIELD
COUNTY, PENNSYLVANIA, BY HANDING TO KENNETH L. BLOOM, SR., A TRUE AND
ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY
AND MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, AUGUST 29, 2002 RECEIVED LETTER FROM THE ATTORNEY FOR THE
PLAINTIFF TO DISCONTINUE THE SALE.

NOW, AUGUST 29, 2002 RECEIVED A LETTER FORM THE ATTORNEY FOR THE
PLAINTIFF TO DISCONTINUE THE SALE. THE DEFENDANT HAS CURED THE
DEFAULT IN THE FORECLOSURE.

NOW, FEBRUARY 13, 2003 PAID COSTS FROM ADVANCE AND MADE REFUND TO
THE PLAINTIFF OF THE UNUSED ADVANCE.

NOW, FEBRUARY 13, 2002 RETURN WRIT AS NO SALE HELD THE DEFENDANT
CURED THE DEFAULT IN THE FORECLOSURE.

SHERIFF HAWKINS \$215.04
SURCHARGE \$40.00
PAID BY PLAINTIFF

FILED

FEB 13 2003

0 / 2:15 pm
William A. Shaw
Prothonotary
KEL

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12572

COUNTY NATIONAL BANK

02-359-CD

VS.

BLOOM, KENNETH L., SR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

13th Day Of Feb 2003

William A. Shaw

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

So Answers,

Chester A. Hawkins
Joy Cynthia Butler-Arghenbaugh

Chester A. Hawkins

Sheriff

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 2002-359-CD
	:	
KENNETH L. BLOOM SR.,	:	
EXECUTOR OF THE GLADYS V.	:	
ERSKINE ESTATE, a/k/a GLADYS	:	
VIRGINIA ERSKINE	:	
Defendant	:	

**WRIT OF EXECUTION
NOTICE**

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

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

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

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

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

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

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	
	:	
vs.	:	No. 2002-359-CD
	:	
KENNETH L. BLOOM SR.,	:	
EXECUTOR OF THE GLADYS V.	:	
ERSKINE ESTATE, a/k/a GLADYS	:	
VIRGINIA ERSKINE	:	
Defendant	:	

WRIT OF EXECUTION

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

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

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

The parcel of real estate subject to this action consists of a trailer and lot on Robison Avenue, Hyde, PA, Tax Map No. 123-J9-623-27.

ALL that certain lot of land situate in Hyde City, Lawrence Township, Clearfield County, Pennsylvania, being Lot No. 17, Block 18, in the Steel and Iron Works Addition and being located on Robinson Avenue.

BEING the same premises as conveyed to Charles S. Erskine and Gladys Virginia Erskine by deed dated November 4, 1980 and recorded in Clearfield County Record Volume 804 Page 311.

2.

a)	Balance	\$18,001.31
b)	Interest Due to 2/6/02	\$ 314.03
c)	Interest accruing after 2/6/02 at \$4.5619758 per day (to be added)	\$ _____
d)	Late charges	\$ 75.51
e)	Satisfaction Fee	\$ 17.50

- f) Costs of Suit (to be added)
g) Attorney's commission of amounts
reasonably and actually incurred

\$ _____

\$ _____

Preliminary Total
FINAL TOTAL

\$18,408.35

William L. Hester

Prothonotary

5-13-02

By: _____
Deputy

RECEIVED MAY 13 2002

@ 3:34

Chester A. Hankins
by Margaret H. Post

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

COUNTY NATIONAL BANK
Plaintiff

vs.

No. 2002-359-CD

KENNETH L. BLOOM SR.,
EXECUTOR OF THE GLADYS V.
ERSKINE ESTATE, a/k/a GLADYS
VIRGINIA ERSKINE
Defendant

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address

Phone Number

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

Date: _____

Defendant

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

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME BLOOM NO. 02-359-CD

NOW, , 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 day of 2002, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of appropriations, viz:

and made the following

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.60
LEVY	15.00
MILEAGE	2.60
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	10.40
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

TOTAL SHERIFF COSTS 215.04

DEED COSTS:

ACKNOWLEDGEMENT
REGISTER & RECORDER
TRANSFER TAX 2%

TOTAL DEED COSTS 0.00

DEBIT & INTEREST:

DEBT-AMOUNT DUE	18,001.31
INTEREST DUE TO 2/6/02/INTEREST	314.03
TO BE ADDED ACCRUING AFTER 2/6/02 @ \$ 4.5619758	

TOTAL DEBT & INTEREST 18,315.34

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	248.22
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	215.04
LEGAL JOURNAL AD	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	120.00
MORTGAGE SEARCH	
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	

TOTAL COSTS 583.26

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

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

August 29, 2002

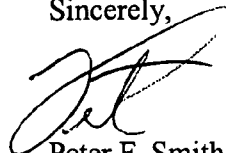
HAND DELIVER
Cindy Aughenbaugh
Sheriff's Office
Clearfield County Courthouse
Clearfield, PA 16830

Re: CNB v. Gladys Erskine Estate
No. 2002-359-CD

Dear Cindy:

I write to confirm our telephone conversation. The defendant has cured the default in the above-captioned foreclosure. Please return the Writ of Execution to the Prothonotary and instruct him to mark the action discontinued.

Sincerely,



Peter F. Smith

PFS/hab

cc: County National Bank
John A. Ayres, Jr., Esquire
William A. Shaw, Clearfield County Prothonotary

Received
8/30/02