

U2-369-CD  
COUNTY NATIONAL BANK -vs- MICHAEL J. CASE et ux

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

COUNTY NATIONAL BANK : No. 2002 - 369 - CO  
Plaintiff :  
: Type of Case:  
: **FORECLOSURE**  
vs. :  
: Type of Pleading:  
MICHAEL J. CASE and TRUDY M. : **COMPLAINT**  
CASE, husband and wife :  
Defendants :  
: 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**

MAR 12 2002

**William A. Shaw**  
Prothonotary

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

COUNTY NATIONAL BANK :  
Plaintiff :  
:  
vs. : No. 2002  
:  
MICHAEL M. CASE and TRUDY J. :  
CASE, husband and wife :  
Defendants :  
:

**NOTICE TO DEFEND**

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

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

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

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

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

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

COUNTY NATIONAL BANK :  
Plaintiff :  
:  
vs. : No. 2002  
:  
MICHAEL J. CASE and TRUDY M. :  
CASE, husband and wife :  
Defendants :  
:

**COMPLAINT TO FORECLOSE MORTGAGE**

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

1. The name of the Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with its principal office at One South Second Street, Clearfield, PA 16830.
2. The name of the Defendants are **MICHAEL J. CASE** and **TRUDY M. CASE**, whose last known address is R.R. 1 Box 337, Woodland, PA 16881.
3. The parcel of real estate subject to this action has an address of R.R. 1 Box 337, Woodland, Clearfield County, Pennsylvania, more particularly described as follows:

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

BEGINNING at the center of a small stream and line of land of Edwin D. McDonald and Dorothy I. McDonald; thence North seventeen degrees twenty-two minutes West (N 17° 22' W) along other land of Richard L. Fink (one of the Grantors herein) four hundred forty-eight and three tenths (448.3) feet to an axle approximately one (1.0) foot on the far side of a barb wire fence and passing through an iron axle forty-nine and six tenths (49.6) feet from the point of beginning, and also passing through a large oak tree one hundred seventy-five and five-tenths (175.5) feet beyond the axle; thence North forty-seven degrees fifty-three minutes East (N 47° 53' E) through land of Richard L. Fink and Betty L. Fink, the Grantors herein and the following approximately one (1.0) foot northerly of the said barb wire fence one thousand nine and four tenths (1009.4) feet to an iron axle and corner of land of Aldean Hamilton; thence North fifty-three degrees forty-eight minutes East (N 53° 48' E) along said Hamilton one hundred ninety-nine and two tenths (199.2) feet to an axle; thence North seventeen degrees thirty-nine minutes West (N 17° 39' W) still along said Hamilton two hundred seventy-one and six tenths (271.6) feet to gasoline (fill) cap near a gasoline service pump; thence North sixty-two degrees forty-three minutes West (N 62° 43' W) still along said

Hamilton one hundred thirteen and three tenths (113.3) feet to an iron pipe at the edge of the thirty-three (33.0) foot right-of-way of Township Route T-613; thence along said right-of-way the following courses and distances; by a curve to the left, chord North forty-nine degrees fifty-eight minutes East (N 49° 58' E) seventy-three and eight tenths (73.8) feet radius ninety-one and twenty-two hundredths (91.22) feet to a point; North twenty-five degrees eighteen minutes East (N 25° 18' E) one hundred fifty-two and eight tenths (152.8) feet to a point; by a curve to the right, chord North forty-eight degrees fifty-two minutes East (N 48° 52' E) three hundred sixty-nine and three tenths (369.3) feet, radius four hundred sixty-one and eighty-four hundredths (461.84) feet to a point; thence North seventy-two degrees twenty-six minutes East (N 72° 26' E) one hundred sixty-six and six tenths (166.6) feet to a point and Western edge of right-of-way of Legislative Route 17088, traffic Route Pa. 970; thence South sixteen degrees twenty-six minutes East (S 16° 26' E) along said Legislative Route 17088 right-of-way one hundred eighty-seven and four tenths (187.4) feet to a point; thence by a curve to the right and still along said right-of-way chord South eight degrees fourteen minutes East (S 8° 14' E) two hundred forty-six and five tenths (246.5) feet, radius eight hundred sixty-five and thirty-seven hundredths (865.37) feet to an iron axle at the line of land of Irvin R. Stewart and Fama Z. Stewart; thence South forty-three degrees thirty-eight minutes West (S 43° 38' W) along said Stewart seventy-eight and six tenths (78.6) feet to an axle; thence South fifty-six degrees twelve minutes East (S 56° 12' E) still along said Stewart one hundred four and seven tenths (104.7) feet to an iron axle and edge of right-of-way of said Legislative Route 17088; thence along the right-of-way of Legislative Route 17088 the following courses and distances: by a curve to the right, chord South ten degrees thirty-seven minutes West (S 10° 37' W) one hundred six (106.0) feet, radius nine hundred five and thirty-seven hundredths (905.37) feet to a point; South thirteen degrees fifty-eight minutes West (S 13° 58' W) two hundred seven and three tenths (207.3) feet to a point; North seventy-six degrees two minutes West (N 76° 02' W) twenty (20.0) feet to a point; South thirteen degrees fifty-eight minutes West (S 13° 58' W) one hundred fifty (150.0) feet to a point and edge of an area taken by the highway for a stream channel change; thence South forty-four degrees fifty-six minutes West (S 44° 56' W) along said channel change area fifty-eight and three tenths (58.3) feet to a point; thence South seventeen degrees zero minutes East (S 17° 00' E) still along said channel change area twenty-two and nine tenths (22.9) feet to a point at the approximate center of a small stream and line of land of Edwin D. McDonald and Dorothy I. McDonald; thence following the center of a small stream and along land of said McDonald and generally the following courses and distances: South sixty-two degrees thirty-five minutes West (S 62° 35' W) fifty and nine tenths (50.9) feet to a point; South thirty degrees fifty minutes West (S 30° 50' W) one hundred ninety-one and six tenths (191.6) feet to a point; South fifty-six degrees thirty-one minutes West (S 56° 31' W) three hundred eleven and one tenth (311.1) feet to a point; South forty-four degrees fifty minutes West (S 44° 50' W) two hundred twenty-one and eight tenths (221.8) feet to a point; South sixty-nine degrees fifty-six minutes West (S 69° 56' W) one hundred sixty-three and four tenths (163.4) feet to a point; South forty-six degrees two minutes West (S 46° 02' W) two hundred seventeen and nine tenths (217.9) feet to a point; South forty degrees zero minutes West (S 40° 00' W) one hundred one and six tenths (101.6) feet to a point; South forty seven degrees forty-one minutes West (S 47° 41' W) two hundred forty and five tenths (240.5) feet to a point at the approximate center of the small stream and place of beginning. Containing 22.79 acres.

**This deed carries with it conveyance of ownership of land to centerline of adjacent public roads where applicable, should same ever be abandoned.**

**BEING the same premises conveyed to Michael J. Case and Trudy M. Case by deed dated November 17, 1988 and recorded in Clearfield County Record Volume 1256 Page 056.**

**Tax Map No. 106-M8-8**

**Having erected thereon a house, pool and buildings.**

4. The Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated November 21, 1988, for principal debt of \$144,000.00, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1256, Page 061. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. The Defendants also executed a Bond in favor of County National Bank, together with the foregoing mortgage evidencing their personal obligation to pay the \$144,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said Bond is attached hereto and incorporated herein by reference as Exhibit B.

6. The Defendants executed a Mortgage Amendment Agreement on March 26, 1996 to amend their mortgage to County National Bank dated November 21, 1988. This amendment reduced the original principal amount from \$144,000.00 to \$125,545.91. A true and correct copy of said Mortgage Amendment Agreement is attached hereto and incorporated herein by reference as Exhibit C.

7. Plaintiff has not assigned this mortgage or note.

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

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

10. On or about April 26, 2001, Defendants failed to make the full monthly payment of

\$1,217.98, and at no time since then have all monthly payments been made which constitutes a default.

11. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$12,199.80 as of February 11, 2002.

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

13. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of February 11, 2002, are as follows:

a)	Balance	\$ 99,279.20
b)	Late Charge	\$ 20.00
c)	Interest Due	\$ 7,166.72
d)	Interest accruing after 2/11/02 at \$22.7514833 per day (to be added)	\$ _____
e)	Satisfaction Fee	\$ 17.50
f)	Costs of suit (to be added)	\$ _____
g)	Attorney's fees	\$ _____
	<b>PRELIMINARY TOTAL</b>	\$106,483.42
	<b>FINAL TOTAL</b>	\$

14. 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.*, counsel for Plaintiff sent a letter to the Defendants by Certified Mail on November 2, 2001, at their last known physical address advising them 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 D.

15. A true and correct copy of the certified mail receipts postmarked by the U.S. Postal Service for the Defendants' last known physical address is attached hereto and incorporated herein by reference as Exhibit E.

16. More than thirty (30) days have elapsed since the mailing of said notices. Neither

Plaintiff nor Plaintiff's counsel have received notice that the Defendants have asserted their rights under said notice.

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

Respectfully submitted,



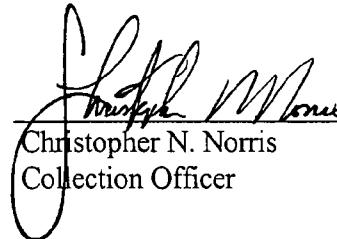
Peter F. Smith  
Attorney for Plaintiff

Dated: 3-6-02

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  
Collection Officer

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

Patricia A. London  
Notary Public

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

# Mortgage

Made this 21st day of November in the year one thousand nine hundred and eighty-eight (1988) Between MICHAEL J. CASE and TRUDY M. CASE, husband and wife, of R.D. #1, Fairview Road, Osceola Mills, Pennsylvania 16666.

(hereinafter called Mortgagor), of the one part, and the COUNTY NATIONAL BANK, a National Banking association, organized and existing under the laws of the United States of America, with its principal office and place of business in the Borough of Clearfield, County of Clearfield, State of Pennsylvania, (hereinafter called Mortgagee) of the other part,

**Whereas**, Mortgagor stands bound unto Mortgagee, by a certain Bond of even date herewith, conditioned for the payment of the principal sum of One Hundred Forty-Four Thousand and 00/100 Dollars (\$ 144,000.00) with interest thereon at the rate of 10.95 per cent (10.95) per annum, said principal and interest to be paid within Fifteen years from the date hereof in monthly installments of One Thousand Six Hundred Thirty-Two and 18/100 Dollars (\$ 1,632.18) each, commencing on the 23rd day of December, 1988 and continuing on the same day of each month thereafter, provided that unless sooner paid the principal and interest shall be paid on the 23rd day of November, 2003, part of each such installment payment to be applied to the interest then due on the unpaid balance of said principal sum and the balance thereof to be applied in reduction of said principal sum, and upon the performance of all the terms, covenants and conditions contained herein.

**And Whereas**, in the event the Mortgagee shall make further loans to the Mortgagor the same with interest shall be secured hereby.

**Now This Mortgage Witnesseth**, That in consideration of the aforesaid principal sum and as security for the payment thereof with interest, as aforesaid, and for the further securing of such sums as the Mortgagee may from time to time advance unto the Mortgagor(s) together with all other sums recoverable by Mortgagee under the terms of said Bond and of this Mortgage, Mortgagor does hereby grant and convey unto Mortgagee:

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

BEGINNING at the center of a small stream and line of land of Edwin D. McDonald and Dorothy I. McDonald; thence North seventeen degrees twenty-two minutes West (N 17° 22' W) along other land of Richard L. Fink (one of the Grantors herein) four hundred forty-eight and three tenths (448.3) feet to an axle approximately one (1.0) foot on the far side of a barb wire fence and passing through an iron axle forty-nine and six tenths (49.6) feet from the point of beginning, and also passing through a large oak tree one hundred seventy-five and five tenths (175.5) feet beyond the axle; thence North forty-seven degrees fifty-three minutes East (N 47° 53' E) through land of Richard L. Fink and Betty L. Fink, the Grantors herein and following approximately one (1.0) foot northerly of the said barb wire fence one thousand nine and four tenths (1009.4) feet to an iron axle and corner of land of Aldean Hamilton; thence North fifty-three degrees forty-eight minutes East (N 53° 48' E) along said Hamilton one hundred ninety-nine and two tenths (199.2) feet to an axle; thence North seventeen degrees thirty-nine minutes West (N 17° 39' W) still along said Hamilton two hundred seventy-one and six tenths (271.6) feet to a gasoline (fill) cap near a gasoline service pump; thence North sixty-two degrees forty-three minutes West (N 62° 43' W)

still along said Hamilton one hundred thirteen and three tenths (113.3) feet to an iron pipe at the edge of the thirty-three (33.0) foot right-of-way of Township Road T-613; thence along said right-of-way the following courses and distances: by a curve to the left, chord North forty-nine degrees fifty-eight minutes East (N 49° 58' E) seventy-three and eight tenths (73.8) feet radius ninety-one and twenty-two hundredths (91.22) feet to a point; North twenty-five degrees eighteen minutes East (N 25° 18' E) one hundred fifty-two and eight tenths (152.8) feet to a point; by a curve to the right, chord North forty-eight degrees fifty-two minutes East (N 48° 52' E) three hundred sixty-nine and three tenths (369.3) feet, radius four hundred sixty-one and eighty-four hundredths (461.84) feet to a point; thence North seventy-two degrees twenty-six minutes East (N 72° 26' E) one hundred sixty-six and six tenths (166.6) feet to a point and Western edge of right-of-way of Legislative Route 17088, traffic Route Pa. 970; thence South sixteen degrees twenty-six minutes East (S 16° 26' E) along said Legislative Route 17088 right-of-way one hundred eighty-seven and four tenths (187.4) feet to a point; thence by a curve to the right and still along said right-of-way chord South eight degrees fourteen minutes East (S 8° 14' E) two hundred forty-six and five tenths (246.5) feet, radius eight hundred sixty-five and thirty-seven hundredths (865.37) feet to an iron axle at the line of land of Irvin R. Stewart and Fama Z. Stewart; thence South forty-three degrees thirty-eight minutes West (S 43° 38' W) along said Stewart seventy-eight and six tenths (78.6) feet to an axle; thence South fifty-six degrees twelve minutes East (S 56° 12' E) still along said Stewart one hundred four and seven tenths (104.7) feet to an iron axle and edge of right-of-way of said Legislative Route 17088; thence along the right-of-way of Legislative Route 17088 the following courses and

**Together** with all and singular the present and future buildings, additions and improvements as well as any and all fixtures, appliances and equipment of any nature whatsoever now or hereafter installed in or upon said premises, streets, alleys, passages, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise, appertaining, and the reversions and remainders, rents, issues and profits thereof, now hereafter accruing. It is specifically understood and agreed that this Mortgage covers all personal property of any nature or kind, which is owned by the Mortgagors, and located in the premises in question at any time.'

**To Have And To Hold** said premises, property and hereditaments, hereby granted or mentioned and intended so to be, with the appurtenances, unto Mortgagee, to its own use forever, in fee.

I. When said principal sum or any unpaid balance thereof shall become due and payable, or in case default shall be made in the payment of any installment of principal or interest, or principal and interest, for the space of ten days after the same shall fall due in accordance with the provisions of said Bond, or in the performance of any of the covenants or conditions contained in said Bond or in this Mortgage, then Mortgagees may with 30 days written notice to Mortgagor:

(a) institute an action of mortgage foreclosure, or take such other action at law or in equity for the enforcement hereof and realization on the within mortgage security as the law may allow, and may proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest at the rate specified above in the recital, together with all other sums due by Mortgagor in accordance with the provisions hereof and of said Bond, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, insurance, or repairs to the mortgaged property, all costs of suit together with interest as specified above in the recital on any judgment obtained by Mortgagee from and after the date of any Sheriff's Sale until actual payment is made by the Sheriff of the full amount due Mortgagee, and an attorney's commission for collection which shall be eight per cent of the total of the foregoing sums, or \$50.— whichever sum be the larger, without further stay, any law, usage or custom to the contrary notwithstanding;

(b) enter into possession of the mortgaged property, with or without legal action, and by force if necessary; lease the property to others, collect all rentals therefrom and, after deducting all costs of collection and administration expense, apply the net rentals to the payment of taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the mortgaged property, or on account, and in reduction of the principal or interest, or principal and interest, hereby secured, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect; and for said purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases of the mortgaged property whether now existing or hereafter created, as well as all rights and remedies provided in such lease or leases for the collection of said rents; and Mortgagor hereby authorizes and empowers any attorney of any Court of Record of the Court of Common Pleas at Clearfield, Pennsylvania, or any attorney or attorneys of the said Court or any other Court there or elsewhere, to appear for Mortgagor and as attorney

distances: by a curve to the right, chord South ten degrees thirty-seven minutes West (S 10° 37' W) one hundred six (106.0) feet, radius nine hundred five and thirty-seven hundredths (905.37) feet to a point; South thirteen degrees fifty-eight minutes West (S 13° 58' W) two hundred seven and three tenths (207.3) feet to a point; North seventy-six degrees two minutes West (N 76° 2' W) twenty (20.0) feet to a point; South thirteen degrees fifty-eight minutes West (S 13° 58' W) one hundred fifty (150.0) feet to a point and edge of an area taken by the highway for a stream channel change; thence South forty-four degrees fifty-six minutes West (S 44° 56' W) along said channel change area fifty-eight and three tenths (58.3) feet to a point; thence South seventeen degrees zero minutes East (S 17° 00' E) still along said channel change area twenty-two and nine tenths (22.9) feet to a point at the approximate center of a small stream and line of land of Edwin D. McDonald and Dorothy I. McDonald; thence following the center of the small stream and along land of said McDonald and generally the following courses and distances: South sixty-two degrees thirty-five minutes West (S 62° 35' W) fifty and nine tenths (50.9) feet to a point; South thirty degrees fifty minutes West (S 30° 50' W) one hundred ninety-one and six tenths (191.6) feet to a point; South fifty-six degrees thirty-one minutes West (S 56° 31' W) three hundred eleven and one tenth (311.1) feet to a point; South forty-four degrees fifty minutes West (S 44° 50' W) two hundred twenty-one and eight tenths (221.8) feet to a point; South sixty-nine degrees fifty-six minutes West (S 69° 56' W) one hundred sixty-three and four tenths (163.4) feet to a point; South forty-six degrees two minutes West (S 46° 2' W) two hundred seventeen and nine tenths (217.9) feet to a point; South forty degrees zero minutes West (S 40° 00' W) one hundred one and six tenths (101.6) feet to a point; South forty seven degrees forty-one minutes West (S 47° 41' W) two hundred forty and five tenths (240.5) feet to a point at the approximate center of the small stream and place of beginning. Containing 22.79 acres.

This deed carries with it conveyance of ownership of land to centerline of adjacent public roads where applicable, should same ever be abandoned.

BEING the same premises conveyed to the Mortgagors herein by deed of Frances A. Graham dated November 17, 1988 and to be recorded herewith.

for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the mortgaged property, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a Writ of Possession may immediately issue for the possession of the mortgaged property, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant.

(c) charge a late charge to cover additional expense incurred by the mortgagor in handling delinquent payment. Such late charge not to exceed 5¢ for each dollar of principal, interest, and other sum required to be paid monthly or deposited pursuant to the note or this mortgage, or \$5.00, whichever is less, after such required payment is 15 days past due.

II. The remedies of Mortgagor as provided herein, or in said Bond, and the warrants herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Mortgagor, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

III. Mortgagor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage, as well as all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the mortgaged property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment.

IV. If Mortgagor pays to Mortgagee said principal sum, and all other sums payable by Mortgagor to Mortgagee and hereby secured, in accordance with the provisions of said Bond and in the manner and at the times therein set forth, without deduction, fraud or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

V. The word "Mortgagee" whenever occurring herein shall be deemed and construed to include the successors and assigns of Mortgagee; and the word "Mortgagor" shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of Mortgagor; and in the event there is more than one party named herein as a Mortgagor, the word "Mortgagor", whenever occurring herein shall be deemed and taken to be the plural, and all the covenants, waivers, warrants, promises and releases by, and obligations or liabilities imposed upon Mortgagor, shall bind them jointly and severally and its, his, her and their, and each of their respective heirs, personal representatives, successors and assigns.

**IX. 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.

In Witness Whereof, Mortgagor has executed these presents under seal on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Linda C. Lewis  
as to both

Michael J. Case   
Michael J. Case  
Trudy M. Case   
Trudy M. Case

State of Pennsylvania      }  
County of Clearfield      } SS.

On this the 21st day of November 1988, before me the undersigned officer, personally appeared MICHAEL J. CASE and TRUDY M. CASE

known to me (or satisfactorily proved) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes contained therein.

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

		Notarial Seal
Linda C. Lewis, Notary Public Cleland Borough, Cleland County My Commission Expires July 25, 1997		

I hereby certify that the precise residence of the County National Bank, the Mortgagor herein, is Corner of Market and Second Streets, Borough of Clearfield, County of Clearfield, and State of Pennsylvania.

Mortgage

MICHAEL J. CASE  
and  
TRUDY M. CASE  
To

COUNTY NATIONAL BANK  
CLEARFIELD, PA.

MUNIZ BROS., CLEARFIELD, PA.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:36 pm 11-23-88  
BY James A. Nodder  
FEES 15.52  
Michael R. Little, Recorder

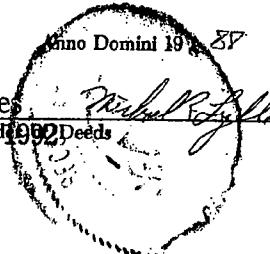
Recorded in the Office for Recording of Deeds in and for  
County, Pennsylvania, in Mortgage Book No. 1256 Page 061

CLEARFIELD

Witness my hand and Seal of Office this 23 day of Nov

Anno Domini 1988

My Commission Expires  
First Monday in January 1992 Deeds



# Know all Men by these Presents

THAT MICHAEL J. CASE and TRUDY M. CASE, husband and wife of R.D. #1, Fairview Road, Osceola Mills, Pennsylvania 16666,

stands bound unto the COUNTY NATIONAL BANK, Clearfield, Pennsylvania (hereinafter called Obligee), in the principal sum of One Hundred Fourty-Four Thousand and 00/100----- (hereinafter called Obligor),

Dollars (\$144,000.00 )

lawful money of the United States of America. Dated the 21st day of November in the year one thousand nine hundred and eighty-eight (1988)

**The Condition of this Bond is such**, That if Obligor shall pay or cause to be paid unto Obligee the aforesaid principal sum, lawful money aforesaid, at the office of Obligee at Clearfield, Pennsylvania, together with interest thereon at the rate of 10.95 per cent (10.95 per annum, said principal and interest to be paid within Fifteen (15) years from the date hereof in monthly installments of One Thousand Six Hundred Thirty-Two and 18/100 Dollars (\$ 1,632.18 ) each, commencing on the 23rd day of December , 1988 and continuing on the same day of each month thereafter, provided that unless sooner paid the principal and interest shall be paid on 23rd day of November 19 2003 part of each such installment payment to be applied to the interest then due on the unpaid balance of said principal sum and the balance thereof to be applied in reduction of said principal sum.

**And also**, shall pay any unpaid balance of said principal sum, with interest thereon, at the expiration of the period of years hereinbefore set forth; **And also**, shall promptly pay, with interest, any future loans which may be made by Obligee to Obligor, and any advances which may be made by Obligee in payment of taxes, water or sewer rents, charges, claims, insurance or repairs, as hereinafter provided; **And also**, shall faithfully perform all the covenants, agreements and conditions contained herein, or in the Mortgage of even date herewith granted to secure this obligation;

**Then**, the within obligation to be void, or else to be and remain in full force and virtue.

I. Until the entire indebtedness represented by this Bond and secured by said Mortgage, including all sums due Obligee under the terms of this Bond and of said Mortgage, with interest, is fully paid, Obligor covenants and agrees:

(a) To pay, within six months after they shall have become a charge upon the mortgaged premises, all taxes, water and sewer rents and all other charges or claims which may be assessed or levied at any time, by any lawful authority, upon the mortgaged property and which by any present or future law shall have priority over said indebtedness, either in lien or in distribution out of the proceeds of any judicial sale; and to produce to Obligee, on or before the First day of December of each and every year, receipts of the current year for the payment of all such taxes, water and sewer rents, charges and claims.

(b) To maintain insurance on the mortgaged property of such kinds, in such amounts, and in such companies as are satisfactory to Obligee; and if said insurance or any part thereof shall expire, or be withdrawn, or become void by breach of any condition thereof by Obligor, or become void or unsafe by reason of the failure, or impairment of the capital of any company in which said insurance may then be, or if for any other reason whatsoever said insurance shall become unsatisfactory to Obligee, to effect new insurance on said property satisfactory to Obligee; and to pay as they shall grow due all premiums for such insurance; and to lodge with Obligee, as further security for said indebtedness, all policies therefor, with loss payable clauses in favor of and acceptable to Obligee attached. In event of loss Obligor will give immediate notice by mail to Obligee, and Obligee may make proof of loss if not made promptly by Obligor. Obligor hereby directs any insurance company concerned to pay directly to Obligee any moneys not in excess of the unpaid balance of said indebtedness which may become payable under such insurance, including return or unearned premiums, such moneys, or any part thereof, to be applied at the option of Obligee to said unpaid balance or to the repair of the property damaged; and Obligor appoints Obligee as attorney in fact to endorse any draft therefor.

(c) To maintain the lands, buildings and premises granted to secure this Bond in good repair, order and conditions; and Obligor will not make, or permit to be made, any alterations, additions or improvements to the said mortgaged lands, buildings and premises without first obtaining the written consent of Obligee, which consent Obligee hereby reserves the right to refuse to grant; nor will the Obligor cut or remove the timber from the premises granted to secure this bond nor will they mine and remove the minerals including oil and gas therefrom without first having obtained the written consent of the Obligee.

II. In the event Obligor should fail to pay said taxes, water and sewer rents, charges and claims, or to maintain said insurance, or to make all necessary repairs to the mortgaged property, all as hereinbefore provided, Obligee may, at Obligee's sole option and without notice to Obligor, advance sums on behalf of Obligor in payment of said taxes, water and sewer rents, charges and claims, insurance and repairs, which repairs Obligor hereby authorizes Obligee to make, without prejudice to the right of enforcement of the obligation of this Bond, or the other remedies of Obligee as hereinafter set forth, by reason of the failure of Obligor to make payment of the same; and all such sums so advanced by Obligee shall be added to and become a part of the within indebtedness, and repayment thereof, with interest thereon at the rate specified above in the condition of this Bond from the dates of their respective expenditures, may be enforced by Obligee against Obligor at any time.

III. If default shall be made in the payment of any installment of principal and interest as aforesaid for the space of ten days after it shall fall due; or in the performance of any of the covenants, agreements or

conditions contained in this Bond or in said Mortgage, then the entire unpaid balance of said principal sum, with interest accrued thereon at the rate specified above in the condition of this Bond, and all other sums due by Obligor hereunder or thereunder, shall at the option of Obligee and with 30 days written notice to Obligor become due and payable immediately, anything herein to the contrary notwithstanding; and payment of the same may be enforced and recovered in whole or in part at any time by the entry of judgment on this Bond, and the issuance of execution thereon upon any real or personal property of Obligor; and in such case Obligee may also recover all costs of suit and other expenses in connection therewith, together with an attorney's commission for collection of eight per cent of said total indebtedness.

IV. Obligor agrees to pay a late charge to cover additional expense incurred by the Mortgagee in handling delinquent payment. Such late charge not to exceed 5c for each dollar of principal, interest, and other sum required to be paid monthly or deposited pursuant to the note or this Mortgage, or \$5.00, whichever is less after such required payment is 15 days past due.

V. Obligor hereby authorizes and empowers any attorney of any Court of Record of the Court of Common Pleas at Clearfield, Pennsylvania, or any other attorney or attorneys of the said Court, or any other Court there or elsewhere, or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear for Obligor, in such Court in an appropriate action there or elsewhere brought or to be brought against Obligor at the suit of Obligee on this obligation, with or without declaration filed, as of any term or time there or elsewhere to be held, and therein to confess and enter judgment against Obligor for a sum which shall be the amount of the aforesaid principal sum of this Bond, which costs of suit and interest and for so doing this Bond or a copy hereof verified by affidavit shall be a sufficient warrant.

VI. The remedies of Obligee as provided herein, or in said Mortgage, and the warrants herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Obligee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

VII. Obligor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Obligee under this Bond, as well as all benefit that might accrue to Obligor by virtue of any present or future laws exempting the mortgaged property, or any other property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment, and agrees that such real estate may be sold upon any such writ in whole or in part in any order desired by Obligee.

VIII. The word "Obligee" whenever occurring herein shall be deemed to include the successors and assigns of Obligee; and the word "Obligor" shall be deemed and construed to include the respective heirs, executors, administrators, successors and assigns of Obligor; and in the event there is more than one party named herein as an Obligor, the word "Obligor" whenever occurring herein shall be deemed and taken to be the plural, and all the covenants, waivers, warrants, promises and releases by, and obligations or liabilities imposed upon Obligor, shall bind them jointly and severally and its, his, her, and their, and each of their respective heirs, administrators, executors, successors and assigns.

IX. 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 Obligee unless waived by the prior written consent of the Obligee. 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 Bond, (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 entirities or, (d) The grant of any leasehold interest of three years or less or containing an option to purchase.

In Witness Whereof, Obligor has executed these presents under seal on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Linda C. Lewis*

as to both

*Michael J. Case*

Michael J. Case  
Trudy M. Case

SEAL

SEAL

SEAL

SEAL

Witnesses

MICHAEL J. CASE and TRUDY M. CASE

To

COUNTY NATIONAL BANK  
CLEARFIELD, PA.

For \$ 144,000.00

Bond and Warrant

MORTGAGE AMENDMENT AGREEMENT

Case, Michael J.  
Residing at: Trudy M.  
RA#1, Box 737 Woodland B, 16881  
(hereinafter "MORTGAGOR")

A  
N  
D

COUNTY NATIONAL BANK, a national banking institution, with principal place of business at the Corner of Market and Second Streets and mailing address of P. O. Box 42, Clearfield, PA 16830 (hereinafter "CNB");

Recorded in  
Clearfield, Co.,

PA, in Mortgage/Record

Volume 1256 Page 061

Dated Nov. 21, 1988

Original Amount \$ 144,000.00

Date Recorded 11-21-88

WHEREAS, the parties entered the mortgage identified above, together with a bond (hereinafter "bond and mortgage"), both of which are referred to and incorporated herein by reference as though set forth in full; and

WHEREAS, the parties desire to amend those instruments.

NOW WITNESSETH:

The Parties, for themselves, their heirs, successors and assigns, intending to be legally bound hereby, in consideration of their on-going banking relationship and their mutual promises, agree to the following terms and conditions.

The parties agree to insert "N/A" in any of the following terms which are inapplicable to this particular transaction.

1. The original principal stated in the Bond and Mortgage shall be reduced from \$ 144,000.00 to \$ 125,545.91.

2. The interest rate imposed in the original Bond and Mortgage of 10.95 percent shall be reduced to 8.50 percent per annum effective March 26, 1996.

3. The reduction of principal and/or lower interest rate shall reduce the monthly payments due from the MORTGAGOR to CNB to \$1236.31 per month.

4. MORTGAGOR shall commence making the reduced monthly payments of \$1236.31 on April 26, 1996, and shall continue to make said reduced monthly payments every month thereafter until the mortgage and bond are repaid according to their other terms and conditions.

5. As a result of the foregoing changes in the terms of the Bond and Mortgage, the due date upon which final payment due from MORTGAGOR to CNB under these agreements shall be accelerated from the original date of N/A, 19 , to a new due date of N/A, 19 .

6. The parties otherwise ratify and reaffirm all other terms, conditions, stipulations, prohibitions, rights and remedies contained in the Bond and Mortgage which shall remain in full force and effect.

7. The parties have executed this Mortgage Amendment Agreement in two counterparts, and MORTGAGOR acknowledges receipt of one signed counterpart.

Made this 26th day of March, 1996.

COUNTY NATIONAL BANK

MORTGAGOR

James S. Dalton

Michael Lass  
Freddy M. Lass



**COUNTY NATIONAL BANK**

November 2, 2001

**CERTIFIED MAIL:**  
# 7106 4575 1292 5745 0778  
# 7106 4575 1292 5745 0785

**First Class Mail**

Michael J. Case  
RR 1, Box 337  
Woodland, PA 16881

Trudy M. Case  
RR 1, Box 337  
Woodland, PA 16881

**Re: County National Bank  
Delinquent Mortgage Account # 1254099-3**

Dear Mr. and Mrs. Case:

The Mortgage, which you executed on November 21, 1988, in favor of County National Bank, for \$144,000.00, is in default. This Mortgage is recorded in Clearfield County Record Volume Number 1256, Page Number 0061. It encumbers and places a lien upon your residence known as RR 1, Box 337, Woodland, Pennsylvania, 16881.

You have failed to make the full monthly payments since April 2001, and are in default. The total amount of default is \$8,530.86, which includes \$5.00 in late charges.

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

1. First, you can bring your account current by paying County National Bank a total of \$8,530.86, which includes delinquent payments of \$8,525.86 and late charges of \$5.00; or,
2. Second, you can pay this mortgage off entirely by tendering \$104,216.02, which includes a balance of \$99,279.20; accrued interest through 11/02/01 of \$4,914.32; late charges of \$5.00; and a satisfaction fee of \$17.50.

Interest will accrue at the rate of \$22.7514833 a day from November 2, 2001. Your regular monthly payments will also continue to fall due and will be added to the total stated in Number 1 above if you fail to pay them.

**EXHIBIT D**

Michael and Trudy Case  
November 2, 2001  
Page 2

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

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balance as stated in Paragraph 2 will become immediately due and payable. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$104,216.02, 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, March 1, 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.

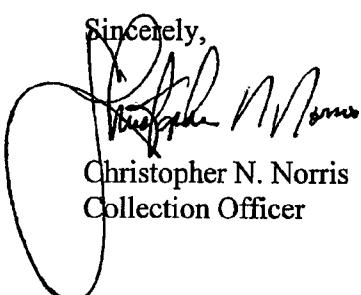
If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

Michael and Trudy Case  
November 2, 2001  
Page 3

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

However, if you fail to exercise your right under the Homeowner's Emergency Mortgage Assistance Act or fail to cure your default within thirty (30) days, which is on or before December 2, 2001, the bank will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



Christopher N. Norris  
Collection Officer

## ACT 91 NOTICE

**November 2, 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 NOTIFICATION 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 IIAMODO “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): **Michael J. Case**  
**Trudy M. Case**

PROPERTY ADDRESS: RR 1, Box 337  
Woodland, PA 16881

LOAN ACCOUNT NUMBER: 1254099-3

ORIGINAL LENDER: **County National Bank**

CURRENT LENDER/SERVICE: County National Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at:  
RR 1, Box 337  
Woodland, PA 16881

IS SERIOUSLY IN DEFAULT because:

A. **YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:  
**April 2001 through October 2001 payments of \$1,217.98 each, totaling \$8,525.86**

Other Charges (explain/itemize):

**Late Charges - \$5.00**

**TOTAL AMOUNT PAST DUE: \$8,530.86**

**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 \$8,530.86, 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

2. Article Number



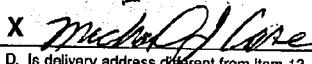
7106 4575 1292 5745 0778

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

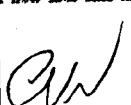
**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery
Michael J. Case	11/6/01
C. Signature	
	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

MICHAEL J. CASE  
 RR 1 BOX 337  
 WOODLAND PA 16081

PS Form 3811, June 2000

Domestic Return Receipt

US Postal Service <b>Receipt for            Certified            Mail</b>  No Insurance Coverage Provided Do Not Use for Inflammable Mail	Postage	\$	 Postmark Here  11-5-01
	Certified Fee		
	Return Receipt Fee (Endorsement Required)		
	Restricted Delivery Fee (Endorsement Required)		
	<b>Total Postage &amp; Fees</b>	<b>\$ 4.17</b>	
	Sent To:		
MICHAEL J. CASE RR 1 BOX 337 WOODLAND PA 16081			

7106 4575 1292 5745 0778

PS Form 3800, June 2000      US Postal Service      **Certified Mail Receipt**

UNITED STATES POSTAL SERVICE



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

• Print your name, address and ZIP Code below •

ATTN: *[Signature]*  
**COUNTY NATIONAL BANK**  
**PO BOX 42**  
**CLEARFIELD PA 16830-0042**

**Certified Mail Provides:**

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

**Important Reminders:**

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

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

7106 4575 1292 5745 0785

US Postal Service		C/N	Postage	\$
<b>Receipt for Certified Mail</b>				
No Insurance Coverage Provided				
Do Not Use for International or Mail				
			Return Receipt Fee (Endorsement Required)	
			Restricted Delivery Fee (Endorsement Required)	
			Total Postage & Fees	
			\$ 1.17	
			Postmark Here	
Sent To:		11-5-01		
TRUDY M CASE RR 1 BOX 337 WOODLAND PA 16881				

PS Form 3800, June 2000

US Postal Service

**Certified Mail Rec**

2. Article Number



7106 4575 1292 5745 0785

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

TRUDY M CASE  
RR 1 BOX 337  
WOODLAND PA 16881

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) *Markie L. Case*

B. Date of Delivery *11/6/01*

C. Signature *X Markie L. Case*

Agent  
 Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes  
 No

PS Form 3811, June 2000

**Domestic Return Receipt**

**EXHIBIT E**

## **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.**

Form 3800, June 2000 (Reverse)

102595-99-M-1938

UNITED STATES POSTAL SERVICE



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

• Print your name, address and ZIP Code below •

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

**FILED**

REC'D MAR 12 2002  
C/10:33 a.m.

William A. Shaw  
Prothonotary

cc to Sheriff  
cc to Atty Smith

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**

Sheriff Docket # 12231

COUNTY NATIONAL BANK

02-369-CD

VS.

CASE, MICHAEL J. & TRUDY M.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW MARCH 14, 2002 AT 1:19 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON MICHAEL J. CASE, DEFENDANT AT  
RESIDENCE, RR#1 BOX 337, WOODLAND, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO JEFFREY CASE, SON A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE  
KNOWN TO HIM THE CONTENTS THEREOF.**

**SERVED BY: NEVLING/MCCLEARY**

**NOW MARCH 14, 2002 AT 1:19 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON TRUDY M. CASE, DEFENDANT AT  
RESIDENCE, RR#1 BOX 337, WOODLAND, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO JEFFREY CASE, SON A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE  
KNOWN TO HIM THE CONTENTS THEREOF.**

**SERVED BY: NEVLING/MCCLEARY**

---

**Return Costs**

Cost	Description
27.59	SHFF. HAWKINS PAID BY: PLFF.
20.00	SURCHARGE PAID BY: PLFF.

**FILED**  
04:00  
MAY 02 2002  
Egw

William A. Shaw  
Prothonotary

**Sworn to Before Me This**

1<sup>st</sup> 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  
Chester A. Hawkins  
Sheriff

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

CNB Bank, formerly known as, :  
County National Bank, :  
Plaintiff :  
: :  
vs. : No. 02-0369-CD  
: :  
Michael J. Case and Trudy M. Case, :  
Defendant :  
:

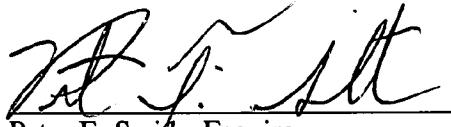
**PRAECIPE TO DISCONTINUE**

TO: William A. Shaw, Sr., Prothonotary

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

Respectfully submitted,

Date: 6/28/07

  
Peter F. Smith, Esquire  
Attorney for Plaintiff

FILED 16cc  
0110 34701  
JUL 13 2007 Cert. of Disc.  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Atty

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**County National Bank**

Vs.

No. 2002-00369-CD

**Michael J. Case**

**Trudy M. Case**

**CERTIFICATE OF DISCONTINUATION**

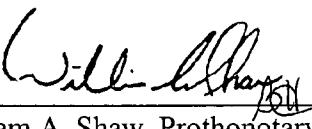
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 3, 2007, marked:

Settled, Discontinued, and Ended

Record costs in the sum of \$80.00 have been paid in full by County National Bank.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of July A.D. 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary