

03-1169-CD  
COUNTY NATIONAL BANK vs. JONG WHAN KIM, et al.

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JONG WHAN KIM, and SILVIA L.  
KIM,  
Defendants

No. 2003- 1169-CD

Type of Case:  
**FORECLOSURE**

Type of Pleading:  
**COMPLAINT**

Filed on Behalf of:  
**PLAINTIFF**

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

**FILED**

AUG 08 2003

William A. Shaw  
Prothonotary

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2003-
	:	
vs.	:	
	:	
JONG WHAN KIM and SILVIA L.	:	
KIM,	:	
Defendants	:	
	:	
	:	
	:	

**NOTICE TO DEFEND**

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

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

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

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

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

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

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

COUNTY NATIONAL BANK, :  
Plaintiff : No. 2003-  
 :  
vs. :  
 :  
JONG WHAN KIM and SILVIA L. :  
KIM, :  
Defendants :  
 :  
 :

COMPLAINT TO FORECLOSE MORTGAGE

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

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

2. The name of the Defendants are JONG WHAN KIM and SILVIA L. KIM, husband and wife, whose last known address is 8100 Twisted Hickory Road, Bladenboro, North Carolina, 28320-7010.

3. The parcel of real estate subject to this action has an address of R.R. 1 Box 222-A, Woodland, PA 16881 and is also known as Clearfield County Tax Map Number 106-008-00-110. It consists of a 17.22 acre lot, more or less, a one-story frame house and a two car detached garage and is more particularly described as follows:

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

THE FIRST THEREOF: BEGINNING at a pipe corner and also Northwest corner of property now or formerly of Donald Baker and further described as being one hundred seventy-nine and five-tenths (179.5) feet in a Northeast direction from the North right-

of-way line of Township Road No. 605 and along lands now or formerly of James Forcey and Donald Baker; thence along lands now or formerly of Baker and Dixon North eighty-six (86) degrees forty (40) minutes East, a distance of one thousand seventy (1,070) feet to an iron pin and also the Northeast corner of the Dixon property; thence along lands now or formerly of James Forcey North five (5) degrees zero (00) minutes East, one hundred forty-six and nine-tenths (146.9) feet to a pipe located on the right-of-way line of Interstate 80; thence along said right-of-way line North thirty-six (36) degrees fifty-six (56) minutes West, one thousand three hundred forty and seven-tenths (1,340.7) feet to a pipe; thence along lands now or formerly of Robert Graham South twelve (12) degrees ten (10) minutes West one thousand three hundred six and seven-tenths (1,306.7) feet to a pipe and place of beginning. Containing 16.99 acres.

THE SECOND THEREOF: BEGINNING at a pipe located on the North right-of-way line of Township Road No. 605 leading from State Highway, Legislative Route 17065 to the farm now or formerly of James Forcey, said right-of-way being sixteen and five-tenths (16.5) feet from the centerline of said Township Road, said pipe corner also being the Southeast corner of property now or formerly of Timothy A. Turner, et ux; thence along said Township Road North eighty-two (82) degrees eleven (11) minutes West, a distance of fifteen (15) feet to a pipe; thence through lands now or formerly of Timothy A. Turner, et ux, North twelve (12) degrees fifty-eight (58) minutes East a distance of sixty-five and three-tenths (65.3) feet to a pipe; thence still through said lands of Timothy A. Turner, et ux, North twelve (12) degrees ten (10) minutes East a distance of one hundred thirty-four and two-tenths (134.2) feet to an iron pin; thence still through same South eighty-two (82) degrees eleven (11) minutes East a distance of fifteen feet to an iron pin; thence along lands now or formerly of John Peters and Donald Baker South twelve (12) degrees ten (10) minutes West a distance of one hundred thirty-four and two-tenths (134.2) feet to a pipe; thence South twelve (12) degrees fifty-eight (58) minutes West a distance of sixty-five and three-tenths (65.3) feet to a pipe and place of beginning.

BEING the same premises conveyed to Jong Whan Kim and Silvia L. Kim by deed dated July 10, 1998 and recorded at Clearfield County Record Volume 1952 Page 276.

4. Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated July 20, 1998, for a principal debt of \$140,000.00, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1952, Page 280. A true and correct copy of said mortgage is

attached hereto and incorporated herein by reference as Exhibit A.

5. Defendants also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$140,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

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

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

9. On or about April 1, 2003, Defendants failed to make a payment of \$6,390.05, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$6,645.65 as of July 28, 2003.

11. 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.

12. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of July 28, 2003, are as follows:

a)	Balance	\$111,904.37
b)	Interest Due to 7/28/03	\$ 3,304.50
c)	Interest accruing after 7/28/03 at \$22.2275803 per day (to be added)	\$
d)	Late charges	\$ 255.60
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$

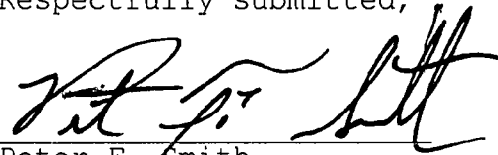
g) Attorney's commission of amounts reasonably and actually incurred	\$ _____
PRELIMINARY TOTAL	\$115,494.97
Prothonotary Costs	\$ _____
<b>FINAL TOTAL</b>	<b>\$ _____</b>

13. The Defendants have abandoned the property subject to this action. Therefore, the Defendants are 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.

14. On June 24, 2003, Plaintiff sent to Defendants by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at their last known address advising them of their default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

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

Respectfully submitted,



Peter F. Smith  
Attorney for Plaintiff

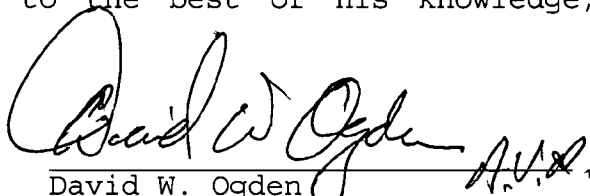
Date: August 7, 2003



AFFIDAVIT

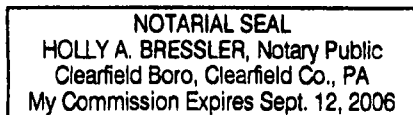
STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

DAVID W. OGDEN, being duly sworn according to law, deposes and says that he is an Assistant Vice President 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.

  
David W. Ogden  
Assistant Vice President

SWORN TO AND SUBSCRIBED  
before me this 7<sup>th</sup>  
day of August, 2003.

  
Notary Public



VOL 1952 PAGE 280

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:51p - 7-20-98  
BY K. L. Starck  
FEES 17.50  
Karen L. Starck, Recorder

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



Karen L. Starck

Karen L. Starck  
Recorder of Deeds

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 20, 1998. The mortgagor is JONG WHAN KIM and SILVIA L. KIM ("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830. ("Lender"). Borrower owes Lender the principal sum of One Hundred Forty Thousand and 00/100 Dollars (U.S. \$ 140,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2013. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield, Clearfield County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A'

which has the address of R.R. #1, Box 222-A, Woodland  
[Street] [City]  
Pennsylvania 16881 ("Property Address");  
[Zip Code]

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

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

LEGAL DESCRIPTION - EXHIBIT 'A'

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

THE FIRST THEREOF: BEGINNING at a pipe corner and also Northwest corner of property now or formerly of Donald Baker and further described as being one hundred seventy-nine and five-tenths (179.5) feet in a Northeast direction from the North right-of-way line of Township Road No. 605 and along lands, now or formerly, of James Forcey and Donald Baker; thence along lands, now or formerly of Baker and Dixon North eighty-six (86) degrees forty (40) minutes East, a distance of one thousand seventy (1070) feet to an iron pin and also the Northeast corner of the Dixon property; thence along lands now or formerly of James Forcey North five (5) degrees zero (00) minutes East, one hundred forty-six and nine-tenths (146.9) feet to a pipe located on the right-of-way line of Interstate 80; thence along said right-of-way line North thirty-six (36) degrees fifty-six (56) minutes West, one thousand three hundred forty and seven-tenths (1340.7) feet to a pipe; thence along lands now or formerly of Robert Graham South twelve (12) degrees ten (10) minutes West one thousand three hundred six and seven-tenths (1306.7) feet to a pipe and place of beginning. Containing 16.99 acres.

THE SECOND THEREOF: BEGINNING at a pipe located on the North right-of-way line of Township Road No. 605 leading from State Highway, Legislative Route 17055 to the farm, now or formerly of James Forcey, said right-of-way line being sixteen and five tenths (16.5) feet from the centerline of said Township Road, said pipe corner also being the Southeast corner of property, now or formerly of Timothy A. Turner, et ux; thence along said Township Road North eighty-two (82) eleven (11) minutes West, a distance of fifteen (15) feet to a pipe; thence through lands now or formerly of Timothy A. Turner, et ux, North twelve (12) degrees fifty-eight (58) minutes East a distance of sixty-five and three tenths (65.3) feet to a pipe; thence still through said lands of Timothy A. Turner, et ux North twelve (12) degrees ten (10) minutes East a distance of one hundred thirty-four and two-tenths (134.2) feet to an iron pin; thence still through same South eighty-two (82) degrees eleven (11) minutes East a distance of fifteen feet to an iron pin; thence along lands now or formerly of John Peters and Donald Baker South twelve (12) degrees ten (10) minutes West a distance of one hundred thirty-four and two-tenths (134.2) feet to a pipe; thence South twelve (12) degrees fifty-eight (58) minutes West a distance of sixty-five and three-tenths (65.3) feet to a pipe and place of beginning.

BEING the same premises as were conveyed to Jong Whan Kim and Silvia L. Kim, husband and wife, by Deed of Roxanne McCahan, a single individual, dated July 10, 1998 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume/952, Page

276.

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

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

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

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

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

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

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

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

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

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

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

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:



JONG WHAN KIM

(Seal)  
—Borrower



SILVIA L. KIM

(Seal)  
—Borrower

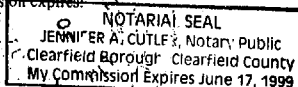
[Space Below This Line For Acknowledgment]

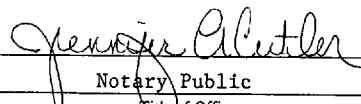
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:  
On this, the 20th day of July, 19 98, before me, a Notary Public,  
the undersigned officer, personally appeared Jong Whan & Silvia L. Kim,  
whose name(s) are subscribed to the within instrument and acknowledged that they

executed the same for the purposes herein contained.

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

My Commission Expires:



  
Notary Public

Corner Second & Market Sts., P.O. Box 42, Clearfield,  
PA 16830

R. Penning Gearhart  
Title of Officer

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

**NOTE**

July 20, 1998 Clearfield Pennsylvania  
 (City) (State)  
 R.R. #1, Box 222-A, Woodland, PA 16881  
 (Property Address)

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 140,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.25%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on September 1, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on August 1, 2013, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Clearfield, Pennsylvania

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 1,278.01

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

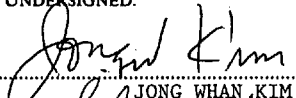
## 10. UNIFORM SECURED NOTE

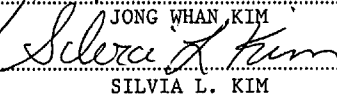
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

  
.....(Seal)  
JONG WHAN KIM  
.....Borrower

  
.....(Seal)  
SILVIA L. KIM  
.....Borrower

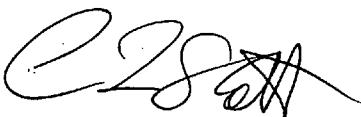
.....(Seal)  
.....Borrower

[Sign Original Only]

PAY TO THE ORDER OF \_\_\_\_\_

WITHOUT RECOURSE.

COUNTY NATIONAL BANK

  
\_\_\_\_\_  
CHRISTOPHER L. STOTT, AVP, MORTGAGE LENDING





COUNTY NATIONAL BANK

June 24, 2003

**CERTIFIED MAIL:**

# 7106 4575 1292 5744 5234

# 7106 4575 1292 5744 5241

**First Class Mail**

Jong Whan Kim  
8100 Twisted Hickory Rd.  
Bladenboro, NC 28320-7010

Silvia L. Kim  
8100 Twisted Hickory Rd.  
Bladenboro, NC 28320-7010

Re: County National Bank  
Delinquent Mortgage Account # 388553-1

Dear Mr. and Ms. Kim :

The Mortgage, which you executed on July, 20, 1998, in favor of County National Bank for \$140,000.00, is in default. This Mortgage is recorded in Clearfield County Record Book Number 1952, Page Number 280. This mortgage encumbers and place liens upon your property known as RR #1, Box 222-A, Woodland, Clearfield County, Pennsylvania, 16881.

You have failed to make the full monthly payments since April 2003, and are in default. The total amount of default is \$5,303.74, which includes \$191.70 in late charges.

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

1. First, you can bring your account current by paying County National Bank delinquent payments that total \$5,303.74; or,
2. Second, you can pay this mortgage off entirely by tendering \$114,666.07, which includes a balance of \$111,904.37; accrued interest through 06/24/03 of \$2,539.50; late charges of \$191.70; and loan satisfaction fee of \$30.50.

Interest will accrue at the rate of 22.2275803 a day from June 24, 2003.

Jong Whan and Silvia L. Kim  
June 24, 2003  
Page 2

If you chose to cure this default by the foregoing manner, the necessary payment 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 confess judgment against you. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$114,666.07, 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 property, 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, October 3, 2003.**

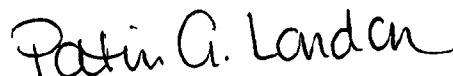
The Law provides that you may sell this real estate subject to your delinquent mortgage, and your buyer, or anyone else, has the right to cure this default as explained in the preceding paragraphs. You also have the right to refinance this debt with another lender if possible. You also have the right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

If you fail to cure your default within thirty (30) days, which is on or before July 24, 2003, the bank will confess judgment against you and institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



Patricia A. London  
Credit Adjustor  
800-492-3221 extension 186

**FILED**

o 10:48 AM PL 85.00  
AUG 08 2003 2 CC 544  
1 CC 15 0000

William A. Shaw  
Prothonotary

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**

COUNTY NATIONAL BANK

VS.

KIM, JONG WHAN KIM & SILVIA L. KIM

Sheriff Docket #

14404

03-1169-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW AUGUST 11, 2003, STEPHEN W. BAUNN, SEHRIF OF BLADEN COUNTY, NORTH CAROLINA WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SILVIA L. KIM and JONG WHAN KIM, DEFENDANTS.

NOW AUGUST 20, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SILVIA L. KIM and JONG WHAN KIM, DEFENDANTS BY DEPUTIZING THE SHERIFF OF BLADEN COUNTY, NORTH CAROLINA. THE RETURN OF SHERIFF BUNN IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON SILVIA KIM.

**Return Costs**

Cost	Description
30.40	SHERIFF HAWKINS PAID BY: PLFF CK# 237108
20.00	SURCHARGE PAID BY: PLFF Ck# 237110
14.00	BLADEN CO., NC SHFF. PAID BY: PLFF CK# 237112

Sworn to Before Me This

23 Day Of Sept 2003  
William A. Shaw

So Answers,

Chester A. Hawkins  
by Mauley Harrison  
Chester A. Hawkins  
Sheriff

**FILED**

*AW* 0 1:43 PM

SEP 23 2003

William A. Shaw  
Prothonotary

**STATE OF NORTH CAROLINA**

DATE:

**COUNTY OF BLADEN**

FILE #: 2003-1169-CD

**COUNTY NATIONAL BANK**

\_\_\_\_\_

VS.

**AFFIDAVIT OF SERVICE**

**JONG WHAN KIM & SILVIA KIM  
8100 TWISTED HICKORY RD  
BLADENBORO, N.C. 28320**

I, Sgt. Eric L. Bryan, being duly sworn, do certify that on the 20 day of August, 03, I did personally serve to the defendant(s), named above, a copy of Mortgage Foreclosure, or that service was obtained on the defendant in accordance with N.C. General Statute G.S. 1A-1,

Rule 4 (Supp. 1979). (Explanation of other than personal service)

By Leaving Copies with Silvia Kim at  
Residence 8100 Twisted Hickory Rd.  
Bladenboro N.C. 28320

The Defendant was not served for the following reason: \_\_\_\_\_  
\_\_\_\_\_

Sgt. Eric L. Bryan  
Deputy Sheriff

**Stephen W. Bunn**  
Sheriff of Bladen County

Sworn to and subscribed before me this

20th day of Aug., 2003

Notary Public

Shellen S. Young

My Commission Expires:

Aug. 28, 2006

STATE OF NORTH CAROLINA

DATE:

COUNTY OF BLADEN

FILE #: 2003-1169-CD

COUNTY NATIONAL BANK

VS.

**AFFIDAVIT OF SERVICE**

JONG WHAN KIM & SILVIA KIM  
8100 TWISTED HICKORY RD  
BLADENBORO, N.C. 28320

I, Sgt. Eric L. Bryan, being duly sworn, do certify that on the  
20 day of August, 03, I did personally serve to the defendant(s), named  
above, a copy of Mortgage Foreclosure, or  
that service was obtained on the defendant in accordance with N.C. General Statute G.S.  
1A-1,

Rule 4 (Supp. 1979). (Explanation of other than personal service)

By Leaving Copies with Silvia Kim At  
Residence 8100 Twisted Hickory Rd.  
Bladenboro, N.C. 28320

The Defendant was not served for the following  
reason: \_\_\_\_\_

Sgt. Eric Bryan  
Deputy Sheriff

**Stephen W. Bunn**  
Sheriff of Bladen County

Sworn to and subscribed before me this  
20th day of AUG. 2003

Notary Public

Sharon S. Cullen  
My Commission Expires: AUG. 28, 2006

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete ~~item 4~~ if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BLADEN COUNTY SHERIFF  
P.O. BOX 396  
Elizabethtown, NC 28337

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*x [Signature]*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/14/03

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

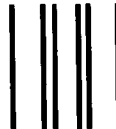
11 11 1 7002 2410 0003 7224 1494

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

UNITED STATES POSTAL SERVICE



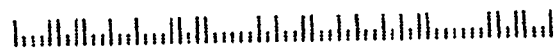
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd ST. Suite 116  
Clearfield, Pa.16830

14404

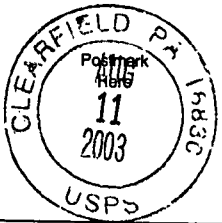
03





7002 2410 0003 7224 1494

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 1.98
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.03



Postmark  
11  
2003  
CLEARFIELD PA  
USPS

Sent To	
BLADEN COUNTY SHERIFF	
Street, Apt. No., or PO Box No.	P.O. Box 396
City, State, ZIP+4	Elizabethtown, NC 28337

PS Form 3800 June 2002 See Reverse for Instructions

40441

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- 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. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)  
102595-05-M-1692

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

COUNTY NATIONAL BANK,  
Plaintiff

No. 2003-1169-CD

vs.

JONG WHAN KIM and SILVIA L.  
KIM,

Defendants

FILED

OCT 03 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on September 11, 2003, 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:

Jong Whan Kim  
Silvia L. Kim  
8100 Twisted Hickory Road  
Bladenboro, NC 28320

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 **\$115,494.97** plus interest and costs of suit.

a)	Balance	\$111,904.37
b)	Interest Due to 7/28/03	\$ 3,304.50
c)	Interest accruing after 17/28/03 at \$22.2275803 per day (to be added)	\$ _____
d)	Late charges	\$ 255.60
e)	Satisfaction Fee	\$ 30.50

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

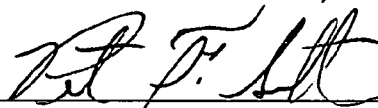
PRELIMINARY TOTAL	\$115,494.97
-------------------	--------------

Prothonotary Costs	\$ _____
--------------------	----------

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

Respectfully submitted:

Date: 9-25-03

  
\_\_\_\_\_  
Peter F. Smith, Esquire  
Attorney for Plaintiff

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

COUNTY NATIONAL BANK  
Plaintiff

vs.

2003-01169-CD

JONG WHAN KIM and SILVIA L.  
KIM  
Defendants

TO: JONG WHAN KIM  
8100 Twisted Hickory Road  
Bladenboro, NC 28320

SILVIA L. KIM  
8100 Twisted Hickory Road  
Bladenboro, NC 28320

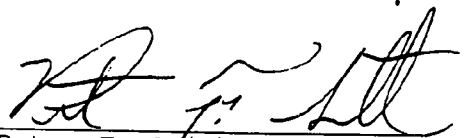
IMPORTANT NOTICE

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 PERDIOD SHALL EXPIRE ON SEPTEMBER 22, 2003.

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

Date: September 11, 2003

  
Peter F. Smith  
Attorney for Plaintiff

cc: Lori D. Trumbull, County National Bank

Peter F. Smith  
Attorney for Plaintiff

CC

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

COUNTY NATIONAL BANK

Plaintiff

vs.

JONG WHAN KIM and SILVIA L.  
KIM

Defendants

No. 2003-1169-CD

Notice is given that a judgment has been entered of record in Clearfield County against Jong Whan Kim and Silvia L. Kim, Defendants, and in favor of the Plaintiff in the amount of \$115,494.97, plus interest and costs.

**Prothonotary**

By \_\_\_\_\_, Deputy

10/3/03

Rule of Civil Procedure No. 236

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

CCNY

County National Bank  
Plaintiff(s)

No.: 2003-01169-CD

Real Debt: \$115,494.97

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jong Whan Kim  
Silvia L Kim  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 3, 2003

Expires: October 3, 2008

Certified from the record this 3rd day of October, 2003.

\_\_\_\_\_  
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.

JONG WHAN KIM and SILVIA L.  
KIM

Defendants

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

No. 2003-1169-CD

FILED

OCT 03 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**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:  
**Jong Whan Kim**  
**Silvia L. Kim**
2. Property owned by the Defendants as follows:

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

**THE FIRST THEREOF:** BEGINNING at a pipe corner and also Northwest corner of property now or formerly of Donald Baker and further described as being one hundred seventy-nine and five-tenths (179.5) feet in a Northeast direction from the North right-of-way line of Township Road No. 605 and along lands now or formerly of James Forcey and Donald Baker; thence along lands now or formerly of Baker and Dixon North eighty-six (86) degrees forty (40) minutes East, a distance of one thousand seventy (1,070) feet to an iron pin and also the Northeast corner of the Dixon property; thence along lands now or formerly of James Forcey North five (5) degrees zero (00) minutes East, one hundred forty-six and nine-tenths (146.9) feet to a pipe located on the right-of-way line of Interstate 80; thence along said right-of-way line North thirty-six (36) degrees fifty-six (56) minutes West, one thousand three hundred forty and seven-tenths (1,340.7) feet to a pipe; thence along lands now or formerly of Robert Graham South twelve (12) degrees ten (10) minutes West one thousand three hundred six and seven-tenths (1,306.7) feet to a pipe and place of beginning. Containing 16.99 acres.

**THE SECOND THEREOF:** BEGINNING at a pipe located on the North right-of-way line of Township Road No. 605 leading from State Highway, Legislative Route 17055 to the farm now

or formerly of James Forcey, said right-of-way being sixteen and five-tenths (16.5) feet from the centerline of said Township Road, said pipe corner also being the Southeast corner of property now or formerly of Timothy A. Turner, et ux; thence along said Township Road North eighty-two (82) degrees eleven (11) minutes West, a distance of fifteen (15) feet to a pipe; thence through lands now or formerly of Timothy A. Turner, et ux, North twelve (12) degrees fifty-eight (58) minutes East a distance of sixty-five and three-tenths (65.3) feet to a pipe; thence still through said lands of Timothy A. Turner, et ux, North twelve (12) degrees ten (10) minutes East a distance of one hundred thirty-four and two-tenths (134.2) feet to an iron pin; thence still through same South eighty-two (82) degrees eleven (11) minutes East a distance of fifteen feet to an iron pin; thence along lands now or formerly of John Peters and Donald Baker South twelve (12) degrees ten (10) minutes West a distance of one hundred thirty-four and two-tenths (134.2) feet to a pipe; thence South twelve (12) degrees fifty-eight (58) minutes West a distance of sixty-five and three-tenths (65.3) feet to a pipe and place of beginning.

BEING the same premises conveyed to Jong Whan Kim and Silvia L. Kim by deed dated July 10, 1998 and recorded at Clearfield County Record Volume 1952 Page 276.

This parcel of real estate an address of R.R. 1 Box 222-A, Woodland, PA 16881 and is also known as Clearfield County Tax Map Number 106-008-00-110. It consists of a 17.22 acre lot, more or less, a one-story frame house and a two car detached garage

3. Amounts Due:

a) Balance	\$111,904.37
b) Interest Due to 7/28/03	\$ 3,304.50
c) Interest accruing after 7/28/03 at \$22.2275803 per day (to be added)	\$ _____
d) Late charges	\$ 255.60
e) Satisfaction Fee	\$ 30.50
f) Costs of Suit (to be added)	\$ _____
g) Attorney's commission of amounts reasonably and actually incurred	\$ _____

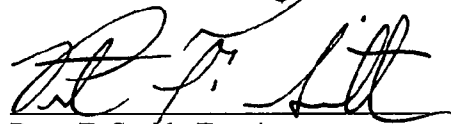
PRELIMINARY TOTAL \$115,494.97

Prothonotary Costs \$ 125.00

FINAL TOTAL

\$

Dated: 9-25-03



Peter F. Smith, Esquire  
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	:	No. 2003-1169-CD
	:	
vs.	:	
	:	
JONG WHAN KIM and SILVIA L.	:	
KIM,	:	
Defendants	:	
	:	
	:	

**AFFIDAVIT PURSUANT TO RULE 3129**

1. Name and address of Plaintiff in the judgment:

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

2. Name and address of Defendants in the judgment:

Jong Whan Kim  
Silvia L. Kim  
8100 Twisted Hickory Road  
Bladenboro, NC 28320

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

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

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

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

Community Bank of Northern Virginia  
Assigned to The Chase Manhattan Bank  
1301 Office Center Drive, #200  
Fort Washington, PA 19034

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:

None

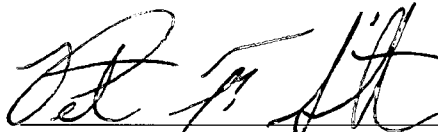
6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

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

Dated:

10/1/03



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.

JONG WHAN KIM and SILVIA L.  
KIM,  
Defendants

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

No. 2003-1169-CD

**WRIT OF EXECUTION  
NOTICE**

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

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

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

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

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

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

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2003-1169-CD
	:	
vs.	:	
	:	
JONG WHAN KIM and SILVIA L.	:	
KIM,	:	
Defendants	:	
	:	
	:	
	:	

WRIT OF EXECUTION

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

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

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

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

**THE FIRST THEREOF:** BEGINNING at a pipe corner and also Northwest corner of property now or formerly of Donald Baker and further described as being one hundred seventy-nine and five-tenths (179.5) feet in a Northeast direction from the North right-of-way line of Township Road No. 605 and along lands now or formerly of James Forcey and Donald Baker; thence along lands now or formerly of Baker and Dixon North eighty-six (86) degrees forty (40) minutes East, a distance of one thousand seventy (1,070) feet to an iron pin and also the Northeast corner of the Dixon property; thence along lands now or formerly of James Forcey North five (5) degrees zero (00) minutes East, one hundred forty-six and nine-tenths (146.9) feet to a pipe located on the right-of-way line of Interstate 80; thence along said right-of-way line North thirty-six (36) degrees fifty-six (56) minutes West, one thousand three hundred forty and seven-tenths (1,340.7) feet to a pipe; thence along lands now or formerly of Robert Graham South twelve (12) degrees ten (10) minutes West one thousand three hundred six and seven-tenths (1,306.7) feet to a pipe and place of beginning. Containing 16.99 acres.

**THE SECOND THEREOF:** BEGINNING at a pipe located on the North right-of-way line of Township Road No. 605 leading from State Highway, Legislative Route 17055 to the farm now or formerly of James Forcey, said right-of-way being sixteen and five-tenths (16.5) feet from the centerline of said Township Road, said pipe corner also being the

Southeast corner of property now or formerly of Timothy A. Turner, et ux; thence along said Township Road North eighty-two (82) degrees eleven (11) minutes West, a distance of fifteen (15) feet to a pipe; thence through lands now or formerly of Timothy A. Turner, et ux, North twelve (12) degrees fifty-eight (58) minutes East a distance of sixty-five and three-tenths (65.3) feet to a pipe; thence still through said lands of Timothy A. Turner, et ux, North twelve (12) degrees ten (10) minutes East a distance of one hundred thirty-four and two-tenths (134.2) feet to an iron pin; thence still through same South eighty-two (82) degrees eleven (11) minutes East a distance of fifteen feet to an iron pin; thence along lands now or formerly of John Peters and Donald Baker South twelve (12) degrees ten (10) minutes West a distance of one hundred thirty-four and two-tenths (134.2) feet to a pipe; thence South twelve (12) degrees fifty-eight (58) minutes West a distance of sixty-five and three-tenths (65.3) feet to a pipe and place of beginning.

BEING the same premises conveyed to Jong Whan Kim and Silvia L. Kim by deed dated July 10, 1998 and recorded at Clearfield County Record Volume 1952 Page 276.

This parcel of real estate an address of R.R. 1 Box 222-A, Woodland, PA 16881 and is also known as Clearfield County Tax Map Number 106-008-00-110. It consists of a 17.22 acre lot, more or less, a one-story frame house and a two car detached garage.

2. Amounts Due:

a)	Balance	\$111,904.37
b)	Interest Due to 7/28/03	\$ 3,304.50
c)	Interest accruing after 7/28/03 at \$22.2275803 per day (to be added)	\$ _____
d)	Late charges	\$ 255.60
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL \$115,494.97

Prothonotary Costs \$ 125.00

FINAL TOTAL \$

10/3/03  
Prothonotary

By: \_\_\_\_\_  
Deputy

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	No. 2003-1169-CD
	:	
vs.	:	
	:	
JONG WHAN KIM and SILVIA L.	:	
KIM	:	
Defendants	:	
	:	
	:	
	:	

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_



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

\_\_\_\_\_  
Address

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

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

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

\_\_\_\_\_  
Defendant

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

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

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

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



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

COUNTY NATIONAL BANK

Plaintiff

vs.

JONG WHAN KIM and SILVIA L.  
KIM

Defendants

No. 2003-1169-CD

FILED

NOV 03 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**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 October 30, 2003:

Jong Whan Kim  
Silvia L. Kim  
8100 Twisted Hickory Road  
Bladenboro, NC 28320


The Chase Manhattan Bank  
1301 Office Center Drive, #200  
Fort Washington, PA 19034

County National Bank  
P. O. Box 42  
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 30th day of October, 2003.

  
Notary Public

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

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

COUNTY NATIONAL BANK

Plaintiff

vs.

JONG WHAN KIM and SILVIA L.  
KIM

Defendants

No. 2003-1169-CD

FILED

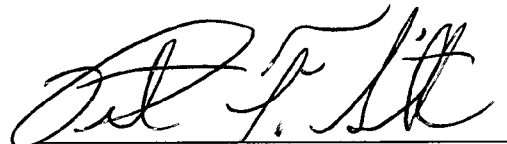
NOV 13 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**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 November 12, 2003:

The Chase Manhattan Bank  
C/o Peelle Corporate Quarters  
197 East Hamilton Ave.  
Suite 202  
Campbell, CA 95008



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 12th day of November, 2003.

  
Notary Public

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

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

Sheriff Docket # 14702

COUNTY NATIONAL BANK

03-1169-CD

VS.

KIM, JONG WHAN

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, NOVEMBER 5, 2003 @ 2:00 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF JANUARY 9, 2004 WAS SET.

NOW NOVEMBER 7, 2003 DEPUTIZED BLADEN COUNTY, NORTH CAROLINA TO SERVE THE DEFENDANTS.

NOW, NOVEMBER 17, 2003 BLADEN COUNTY SHERIFF'S OFFICE PERSONALLY SERVED JONG WHAN KIM, DEFENDANT, AT HIS RESIDENCE 8100 TWISTED ROAD, BLADENBORO, NC WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

NOW, NOVEMBER 17, 2003 BLADEN COUNTY SHERIFF'S OFFICE PERSONALLY SERVED SILVIA L. KIM, DEFENDANT, AT HER RESIDENCE 8100 TWISTED ROAD, BLADENBORO, NC WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

NOW, JANURAY 9, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$91,000 + COSTS.

NOW, JANUARY 19, 2004 BILLD ATTORNEY FOR COSTS DUE.

NOW, JANUARY 23, 2004 RECEIVED A CHECK FROM THE PLAINTIFF FOR COSTS DUE.

**FILED**  
013:05-81  
MAR 08 2004 *CEL*

William A. Shaw  
Prothonotary/Clerk of Courts

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

Sheriff Docket # 14702

COUNTY NATIONAL BANK

03-1169-CD

VS.

KIM, JONG WHAN

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, MARCH 8, 2004 PAID COSTS FROM THE ADVANCE AND ADDITIONAL CHECK  
FROM THE PLAINTIFF.


NOW, MARCH 8, 2004 RETURN WRIT AS A SALE WAS HELD ON THE PROPERTY OF  
THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR  
\$90,000 + COSTS.

NOW, MARCH 8, 2004 A DEED WAS FILED.

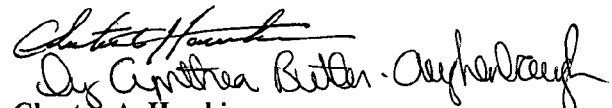
SHERIFF HAWKINS      \$2,037.04  
SURCHARGE      \$40.00  
PAID BY PLAINTIFF

Sworn to Before Me This

8<sup>th</sup> Day Of March 2004

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

So Answers,

  
Chester A. Hawkins  
Sheriff

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JONG WHAN KIM and SILVIA L.  
KIM,

Defendants

:  
: No. 2003-1169-CD  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

**WRIT OF EXECUTION  
NOTICE**

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

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

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

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

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

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



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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2003-1169-CD
	:	
vs.	:	
	:	
JONG WHAN KIM and SILVIA L.	:	
KIM,	:	
Defendants	:	
	:	
	:	
	:	

WRIT OF EXECUTION

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

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

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

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

**THE FIRST THEREOF:** BEGINNING at a pipe corner and also Northwest corner of property now or formerly of Donald Baker and further described as being one hundred seventy-nine and five-tenths (179.5) feet in a Northeast direction from the North right-of-way line of Township Road No. 605 and along lands now or formerly of James Forcey and Donald Baker; thence along lands now or formerly of Baker and Dixon North eighty-six (86) degrees forty (40) minutes East, a distance of one thousand seventy (1,070) feet to an iron pin and also the Northeast corner of the Dixon property; thence along lands now or formerly of James Forcey North five (5) degrees zero (00) minutes East, one hundred forty-six and nine-tenths (146.9) feet to a pipe located on the right-of-way line of Interstate 80; thence along said right-of-way line North thirty-six (36) degrees fifty-six (56) minutes West, one thousand three hundred forty and seven-tenths (1,340.7) feet to a pipe; thence along lands now or formerly of Robert Graham South twelve (12) degrees ten (10) minutes West one thousand three hundred six and seven-tenths (1,306.7) feet to a pipe and place of beginning. Containing 16.99 acres.

**THE SECOND THEREOF:** BEGINNING at a pipe located on the North right-of-way line of Township Road No. 605 leading from State Highway, Legislative Route 17055 to the farm now or formerly of James Forcey, said right-of-way being sixteen and five-tenths (16.5) feet from the centerline of said Township Road, said pipe corner also being the

Southeast corner of property now or formerly of Timothy A. Turner, et ux; thence along said Township Road North eighty-two (82) degrees eleven (11) minutes West, a distance of fifteen (15) feet to a pipe; thence through lands now or formerly of Timothy A. Turner, et ux, North twelve (12) degrees fifty-eight (58) minutes East a distance of sixty-five and three-tenths (65.3) feet to a pipe; thence still through said lands of Timothy A. Turner, et ux, North twelve (12) degrees ten (10) minutes East a distance of one hundred thirty-four and two-tenths (134.2) feet to an iron pin; thence still through same South eighty-two (82) degrees eleven (11) minutes East a distance of fifteen feet to an iron pin; thence along lands now or formerly of John Peters and Donald Baker South twelve (12) degrees ten (10) minutes West a distance of one hundred thirty-four and two-tenths (134.2) feet to a pipe; thence South twelve (12) degrees fifty-eight (58) minutes West a distance of sixty-five and three-tenths (65.3) feet to a pipe and place of beginning.

BEING the same premises conveyed to Jong Whan Kim and Silvia L. Kim by deed dated July 10, 1998 and recorded at Clearfield County Record Volume 1952 Page 276.

This parcel of real estate an address of R.R. 1 Box 222-A, Woodland, PA 16881 and is also known as Clearfield County Tax Map Number 106-008-00-110. It consists of a 17.22 acre lot, more or less, a one-story frame house and a two car detached garage.

2. Amounts Due:

a)	Balance	\$111,904.37
b)	Interest Due to 7/28/03	\$ 3,304.50
c)	Interest accruing after 7/28/03 at \$22.2275803 per day (to be added)	\$ _____
d)	Late charges	\$ 255.60
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL \$115,494.97

Prothonotary Costs \$ 125.00

FINAL TOTAL \$

\_\_\_\_\_  
Prothonotary

By: William A. Hays

Deputy

10/3/03

Received 10/3/03 @ 2:00 P.M.  
Cristen A. Hawkins  
by Cynthia Butler-Aughenbaugh

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

COUNTY NATIONAL BANK	:	
Plaintiff	:	No. 2003-1169-CD
	:	
vs.	:	
	:	
JONG WHAN KIM and SILVIA L.	:	
KIM	:	
Defendants	:	
	:	
	:	
	:	

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 KIM NO. 03-1169

NOW, January 9, 2004, 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 9TH day of JANUARY 2004, I exposed the within described real estate of JONG WHAN KIM AND SILVIA L. KIM to public venue or outcry at which time and place I sold the same to COUNTY NATIONAL BANK

he/she being the highest bidder, for the sum of \$91,000.00 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	3.60
POSTING	15.00
CSDS	10.00
COMMISSION 2%	1,820.00
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	
ADD'L LEVY	
BID AMOUNT	91,000.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
<b>TOTAL SHERIFF COSTS</b>	<b>2,037.04</b>

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>31.00</b>

## PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	111,904.37
INTEREST	3,304.50
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	255.60
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	30.50
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>115,494.97</b>

## COSTS:

ADVERTISING	502.11
TAXES - collector	NONE
TAXES - tax claim	NONE
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	2,037.04
LEGAL JOURNAL AD	118.44
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS 2,958.59**

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



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

### IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

TERM & NO. 03-1169-CD

VS

JONG WHAN KIM AND SILVIA L. KIM

DOCUMENT TO BE SERVED:

WRIT OF EXECUTION  
NOTICE OF SALE  
COPY OF LEVY

**SERVE BY:**

DECEMBER 3, 2003

***MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE***

**SERVE:** JONG WHAN KIM AND SILVIA L. KIM

**ADDRESS:** 8100 TWISTED HICKORY ROAD, BLADENBORO, NC 28320

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF BLADEN COUNTY NORTH CAROLINA to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 7TH Day of NOVEMBER 2003.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

STATE OF PENNSYLVANIA

DATE: 11/17/03

COUNTY OF CLEARFIELD

FILE #: 03-1169-CD

COUNTY NATIONAL BANK

VS.

AFFIDAVIT OF SERVICE

JONG WHAN KIM & SILVIA L. KIM  
8100 TWISTED HICKORY RD  
BLADENBORO, NC 28320

I, JEFFREY L. BRIDGETS, being duly sworn, do certify that on the 17<sup>th</sup> day of  
NOVEMBER, 2003,

I did personally serve to the defendant(s), named above, a copy of

NOTICE OF SHERIFF'S SALE AND WRIT OF EXECUTION,

or that service was obtained on the defendant in accordance with N.C. General Statute  
G.S. 1A-1,

Rule 4 (Supp. 1979). (Explanation of other than personal service)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
The Defendant was not served for the following reason:  
\_\_\_\_\_

L. H. Bunn  
Deputy Sheriff

Stephen W. Bunn  
Sheriff of Bladen County

Sworn to and subscribed before me this  
17<sup>th</sup> day of November, 2003

Notary Public, Stephen S. Cunniff

My Commission Expires: August 28, 2006