

04-618-CD
COUNTY NATIONAL BANK vs. BRIAN S. OWENS, et al.

County National Bank vs. Brian Owens et al
2004-618-CD

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

FILED

MAY 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	
vs.	:	No. 2004- -CD
	:	
BRIAN S. OWENS and	:	
KAREN J. OWENS	:	
Defendants	:	

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

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

COUNTY NATIONAL BANK, :
Plaintiff :
: vs. : No. 2004- -CD
: :
BRIAN S. OWENS and :
KAREN J. OWENS :
Defendants :
:

COMPLAINT TO FORECLOSE MORTGAGE

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

1. The name of the Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with its principal office at One South Second Street, Clearfield, Pennsylvania, 16830.
2. The name of the first Defendant is **BRIAN S. OWENS**, whose last known address is RR # 1 Box 136, Woodland, Pennsylvania, 16881.
3. The name of the second Defendant is **KAREN J. OWENS** whose address is RR # 1 Box 136, Woodland, Pennsylvania, 16881.
4. The parcel of real estate subject to this action consists of a one-story ranch house on 2 acres, known as R.R. #1 Box 136, Houser Road, Woodland, Clearfield County Pennsylvania 16881, identified by Clearfield County Tax Map No. 106-07-94 and is more particularly described as follows:

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

BEGINNING at a point in the northern line of Township Road No. T-626; thence along others lands of Willard Maines and Betty Jane Maines, husband and wife, the Grantors herein North sixteen (16) degrees twelve (12) minutes East five hundred twenty-five (525) feet to a point; thence continuing through other lands of the Grantors herein South seventy-two (72) degrees forty-four (44) minutes East one hundred fifty (150) feet to a point in line of land of Ernest Welker; thence along lands of Ernest Welker South seventeen (17) degrees eighteen (18) minutes West five hundred seventy-six (576) feet to a point in line of A. E. Woolridge Heirs; thence along the Woolridge land sixty-seven (67) feet to a point; thence

along Township Road Route T-626 in a northerly direction one hundred (100) feet to a point in other land of the Grantors herein, and the place of beginning.

BEING the same premises conveyed to the Grantors by Deed dated December 9, 1981 and recorded December 28, 1981 by Clearfield County Deed Book 824, page 150.

4. The Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated March 7, 2002, for principal debt of \$53,000.00, together with interest. Said mortgage was recorded at Clearfield County Instrument No. 200203869. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendants also executed an Adjustable Rate Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$53,000.00 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. Defendants also executed Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$53,000.00 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 C.

7. Plaintiff has not assigned this mortgage or note.

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

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

10. On or about November, 2003, the Defendants failed to make the full monthly payment of \$468.37, and at no time since then have all monthly payments been made which constitutes a default.

11. After crediting all amounts paid by the Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$2,893.80 as of April 26, 2004.

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

13. The Mortgage and note entitle CNB to collect its attorney fees and court costs as part of its damages.

14. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of April 26, 2004, are as follows:

a)	Balance	\$ 51,256.73
b)	Late Charge	\$ 83.58
c)	Interest Due to 04/26/04	\$ 2,379.52
d)	Interest accruing after 04/26/04 at \$12.4582330 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Un-applied Balance	\$ (155.05)
h)	Satisfaction Fee	\$ 30.50
	PRELIMINARY TOTAL	\$ 53,595.28
	FINAL TOTAL	\$

15. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 *et seq.*, and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c *et seq.*, County National Bank sent a letter to each of the Defendants by Certified Mail on January 6, 2004 at their last known addresses advising them of their default and their rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit D.

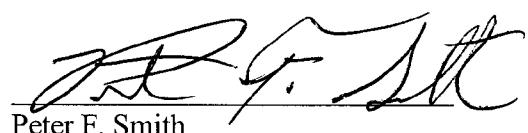
16. A copy of the certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit E.

17. The Defendants applied for mortgage assistance through the Homeowner's Mortgage Assistance Program but were denied by notification dated April 21, 2004. A true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit F.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 14 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 5/3/04

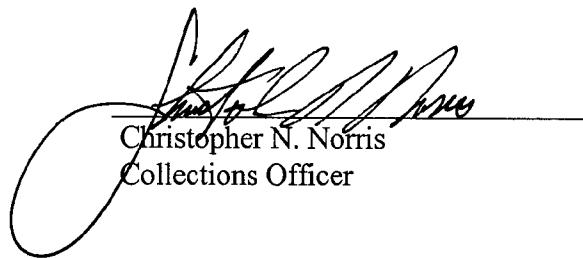

Peter F. Smith
Attorney for Plaintiff

Owens

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :
:

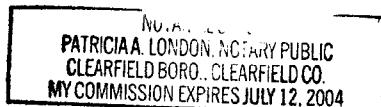
CHRISTOPHER N. NORRIS, being duly sworn according to law, deposes and says that he is the Collections Officer for COUNTY NATIONAL BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge,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



Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 29th
day of April, 2004.

Patricia A. London
Notary Public



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

BEGINNING at a point in the northern line of Township Road No. T-626; thence along other lands of Willard Maines and Betty Jane Maines, husband and wife, the Grantors herein North sixteen (16) degrees twelve (12) minutes East five hundred twenty-five (525) feet to a point; thence continuing through other lands of the Grantors herein South seventy-two (72) degrees forty-four (44) minutes East one hundred fifty (150) feet to a point in line of land of Ernest Welker; thence along lands of Ernest Welker South seventeen (17) degrees eighteen (18) minutes West five hundred seventy-six (576) feet to a point in line of land of A. E. Woolridge Heirs; thence along the Woolridge land sixty-seven (67) feet to a point; thence along Township Road Route T-626 in a northerly direction one hundred (100) feet to a point in other land of the Grantors herein, and the place of beginning.

BEING the same premises granted and conveyed unto Brian S. Owens and Karen J. Owens, by Deed of Willard Maines and Betty Jane Maines dated December 9, 1981, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 824 at Page 150.

BEING FURTHER IDENTIFIED as Clearfield County Tax Map No. 106-07-94 as shown on the assessment map for the records of Clearfield County, Pennsylvania.

After Recording Return To:
B.J. Hugney-Shope, Esq.
23 North Second Street
Clearfield, PA 16830

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200203869
RECORDED ON
Mar 12, 2002
11:00:25 AM
Total Pages: 9

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 7, 2002, together with all Riders to this document.

(B) "Borrower" is BRIAN S. OWENS and KAREN J. OWENS. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. Lender is a Bank organized and existing under the laws of the Commonwealth of Pennsylvania. Lender's address is Corner of Second and Markets Streets, P.O. Box 42, Clearfield, Pennsylvania 16830. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated March 7, 2002. The Note states that Borrower owes Lender FIFTY-THREE THOUSAND and 00/100 Dollars (U.S. \$ 53,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 7, 2022.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" mean those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus (2) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) 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 the

County of Clearfield

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

(see attached sheet)

which currently has the address of R. R. #1, Box 136

Woodland, Pennsylvania 16881 [Street]
[City] [Zip Code] ("Property Address"):

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (1) interest due under the Note; (2) principal due under the Note; (3) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (1) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (2) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. 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.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (1) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (2) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (3) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority over this Security Instrument, (2) appearing in court, and (3) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured

position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrowers obligation to pay interest at the rate provided in the Note.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security instrument: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

17. Borrowers Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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 given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (i) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (iii) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (1) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (2) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (4) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates an Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) 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; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. 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 Section 18 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 Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. 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. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. 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.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. 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.

27. 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.

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:

Brian S. Owens (Seal)
Brian S. Owens - Borrower

177-48-4358

Social Security Number 111-11-1234

Karen L. Knerr (Seal)
- Borrower

Karen J. Owens - Borrower
S-112-11-N-1 186-344-0024

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 7th day of March, 2002, before me,
the undersigned officer, personally appeared BRIAN S. OWENS and KAREN J. OWENS,
known to me (or satisfactorily proven) to be the person(s) whose name(s) are
subscribed to the within instrument and acknowledged that they have executed the same
for the purposes herein contained.

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

IN WITNESS WHEREOF,

NOTARIAL SEAL
BARBARA J. HUGNEY-SHOPE, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires Oct. 20, 2003

Title of Officer

I hereby certify that the precise address of the within Mortgagee
(Lender) is P. O. Box 42
Clearfield, PA 16830

Barbara J. Sugney - Shope
Title of Officer
Barbara J. Sugney - Shope
Attorney for Mortgagors
Title of Officer

ADJUSTABLE RATE NOTE
(5 Year Treasury Index — Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

March 7, 2002 Clearfield Pennsylvania
[Date] [City] [State]
RR1 Box 136, 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. \$ 53,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is County National Bank 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 ...8.750 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(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 ..7th..... day of each month beginning on April 7, 2002 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 March 7, 2022 , 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 ..any...County..National..Bank..office..... or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 468.37 This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the7th..... day ofMarch, 2007....., and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ~~three..and..three-quarters~~ percentage points (~~.....3..750.....%~~) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than ~~.....10..750.....%~~ or less than ~~.....6..750.....%~~. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than ~~.....13..750.....%~~.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, if 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 payment.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding three and three-quarters percentage points (....3.750.....%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than....10.750.....% or less than6.750.....%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than13.750.....%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, if 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 payment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end offifteen..... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be5.00.....% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

Even if, at any 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.

8. 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.

9. 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.

10. 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.

11. 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 that 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:

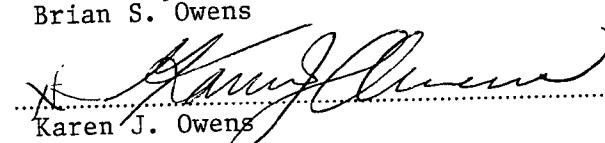
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment if full. 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)
Brian S. Owens
-Borrower


.....(SEAL)
Karen J. Owens
-Borrower

.....(SEAL)
-Borrower

[Sign Original Only]

NOTE

March 7 2002 Clearfield Pennsylvania
[Date] [City] [State]
R. R. #1, Box 136, Woodland, Pennsylvania 16881
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$...53,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is ...County National Bank.....
..... I will make all payments under this Note in the form of cash, check or money order.

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 of8.75..... %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the ...7th..... day of each month beginning onApril 7, 2002.....,
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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, onMarch 7....., 20 22....., 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 atany office of County National Bank.....

..... 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. \$...468.37.....

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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the 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: (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 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 of15..... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be5..... % 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 mailed to me or delivered by other means.

(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 delivering it or 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:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

Brian S. Owens(Seal)
Brian S. OwensBorrower

Karen J. Owens(Seal)
Karen J. OwensBorrower

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

[Sign Original Only]

January 6, 2004

CERTIFIED MAIL:
7106 3901 9842 2168 8722
7106 3901 9842 2168 8739

First Class Mail

Brian S. Owens
RR 1, Box 136
Woodland, PA 16881

Karen J. Owens
RR 1, Box 136
Woodland, PA 16881

Re: County National Bank
Delinquent Mortgage Account # 1194389-7

Dear Mr. and Mrs. Owens:

The Mortgage, which you executed on March 7, 2002, in favor of County National Bank, for \$53,000.00, is in default. This Mortgage is recorded in Clearfield County Instrument Number #200203869. It encumbers and places a lien upon your residence known as RR #1, Box 136, Woodland, Clearfield County, PA 16881.

You have failed to make the full monthly payments since October 2003, and are in default. The total amount of default is \$1,886.80, which includes \$36.74 in late charges.

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

1. First, you can bring your account current by paying County National Bank a total of \$1,886.80, which includes delinquent payments of \$1,873.48 and late charges of \$36.74; less \$23.42 in unapplied funds or,
2. Second, you can pay this mortgage off entirely by tendering \$52,817.33, which includes a balance of \$51,350.67 accrued interest through 01/05/04 of \$1,422.84; late charges of \$36.74; and a satisfaction fee of \$30.50, less \$23.42 in unapplied funds.

Interest will accrue at the rate of \$12.4810656 a day from January 6, 2004. Your regular monthly payments will also continue to fall due and will be added to the total stated in Number 1 above if you fail to pay them.

Brian S. and Karen J. Owens

January 6, 2004

Page 2

If you chose to cure this default by either of the foregoing manners, the necessary payments should be made at the main office of County National Bank at the corner of Market and Second Streets in Clearfield. **PAYMENT SHOULD BE MADE BY CASH, CASHIER'S CHECK OR CERTIFIED CHECK.**

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balance as stated in Paragraph 2 will become immediately due and payable. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$52,817.33, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by County National Bank, but in no event exceeding eight (8%) percent of the total indebtedness. If CNB obtains judgment against you for those amounts, it can then execute against your residence, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, May 7, 2004.**

If you cure your default within the thirty (30) day grace period, the mortgage will be recovered to the same position as if no default had occurred. However, you may only exercise this right to cure your default three (3) times in any calendar year.

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

You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against CNB.

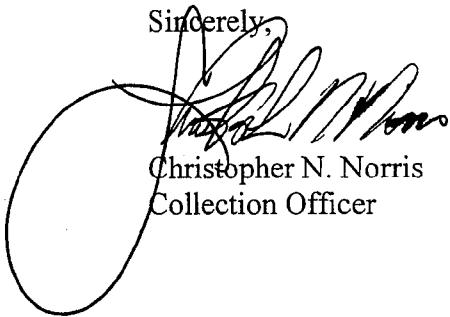
If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

Brian S. and Karen J. Owens
January 6, 2003
Page 3

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

However, if you fail to exercise your right under the Homeowner's Emergency Mortgage Assistance Act or fail to cure your default within thirty (30) days, which is on or before February 6, 2004, the bank will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



Christopher N. Norris
Collection Officer

ACT 91 NOTICE

January 5, 2003

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME (S):

Brian S. Owens

Karen J. Owens

PROPERTY ADDRESS:

**RR #1, Box 136
Woodland, PA 16881**

LOAN ACCOUNT NUMBER:

1194389-1

ORIGINAL LENDER:

County National Bank

CURRENT LENDER/SERVICE:

County National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your properties located at:
RR #1, Box 136
Woodland, PA 16881

IS SERIOUSLY IN DEFAULT because:

A. **YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:
October 2003 - \$444.95
November 2003 - \$468.37
December 2003 - \$468.37
January 2003 - \$468.37

Other Charges (explain/itemize):

Late Charges - \$36.74

TOTAL AMOUNT PAST DUE: \$1,886.80

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,886.80 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

County National Bank
1 South Second Street
PO Box 42
Clearfield, PA 16830-0042

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON-The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but your cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 4 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

County National Bank
One South Second Street
PO Box 42
Clearfield, PA 16830
(814) 765-9621
(800) 492-3221

Contact Person: Christopher N. Norris, Collection Officer

EFFECT OF SHERIFF'S SALE-You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE-You **may** or **X** **may not** (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- **TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.**
- **TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**
- **TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)**
- **TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.**
- **TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.**
- **TO SEEK PROTECTION UNDERR THE FEDERAL BANKRUPTCY LAW.**

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.

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

Northern Tier Community Action Corp
PO Box 389, 135 W. 4th Street
Emporium, PA 15834
(814) 486-1161

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX # (412) 465-5118

Consumer Credit Counseling Services of Western PA, Inc.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100

2. Article Number



COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
<i>Karen J. Owens</i>	15/04
C. Signature	
D. Is delivery address different from item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

7160 3901 9842 2168 8722

3. Service Type **CERTIFIED MAIL**4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

BRIAN OWENS
RR#1 BOX 136
WOODLAND PA 16801

Domestic Return Receipt

PS Form 3811, April 2002

US Postal Service	Postage	\$
Certified	Mail	5
Receipt	Return Receipt Fee	(Endorsement Required)
Domestic Mail Only	Restricted Delivery Fee	(Endorsement Required)
No Insurance		
Coverage Provided		
Total Postage & Fees		\$ 14.65

2278 8972 2486 106E 0972

Sent To:

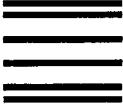
 1414 1414 1414
 1414 1414 1414
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US Postal Service

Certified Mail Receipt

PS Form 3800, APRIL 2002

2



- Print your name, address and ZIP+4 below •

||||||||||||||||||||||||||||
ATTN: LDT
COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD PA 16830-0042

Certified Mail Provides:

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

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuable items, please consider insured or Registered Mail.
- For an additional fee, 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 post mark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

2 Article Number



COMPLETE THIS SECTION ON DELIVERY

COMPLETE THIS SECTION ON DELIVERY	
A. Received by (Please Print Clearly)	B. Date of Delivery
<i>Karen J. Ouellette</i> <u>11/8/04</u>	
C. Signature	<i>Karen J. Ouellette</i>
D. Is delivery address different from item 1?	
If YES, enter delivery address below:	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/> Yes <input type="checkbox"/> No	

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3. Service Type CERTIFIED MAIL

4. Restricted Delivery: Extra fee

KAREN OWENS
NR#1 BOX 136
WOODLAND PK 16881

PS Form 3811, April 2002

US Postal Service Certified Mail	Postage	\$	
Receipt	Certified Fee		
Domestic Mail Only	Return Receipt Fee (Endorsement Required)		
No Insurance	Restricted Delivery Fee (Endorsement Required)		
Coverage Provided	Total Postage & Fees	\$ 4, 65	1 - 6 - 04
			
Postmark Here			

Sent To:

THE JOURNAL OF

6278 8912 2486 1068 0912

Certified Mail Receipt

US Postal Service

-2- 2000 ADP II 3002

5

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



- Print your name, address and ZIP+4 below •

.....

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

Certified Mail Provides:

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

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, 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 post mark 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.

Pennsylvania
Housing Finance Agency

Homeowners' Emergency
Mortgage Assistance Loan Program

Payments: 211 North Front Street, P.O. Box 15206

Harrisburg, PA 17105-5206

Correspondence: 211 North Front Street, P.O. Box 15530

Harrisburg, PA 17105-5530

(717) 780-3940 1-800-342-2397 FAX (717) 780-3995

TTY (717) 780-1869

4/21/2004

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

SUBJECT:
BRIAN OWENS
94 HOUSER RD
WOODLAND, PA. 16881
S.S. #: 999-97-4094
Loan #: 11943897

Your application for a HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE LOAN
has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 1680.401-C et seq. and/or
Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. **Requests for a hearing must be made in writing and must be submitted to the Agency within 15 days after the postmark date of this letter.** Verbal requests are not acceptable. The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. You also have a right to an in-person hearing at the Agency's office in Harrisburg if you so desire. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered **or** certified mail to: Chief Counsel – HEMAP Hearing Request, PHFA/HEMAP, 211 North Front Street, P.O. Box 15628, Harrisburg, PA, 17105-5628. The hearing request may also be faxed to the attention of Chief Counsel – Hearing Request at 717-780-4031. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print or type your name legibly and include your social security number and phone number where you may be reached during the day.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative toll free at 1-800-322-7572 for a referral to the office for your county. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:

1. Disclosure inapplicable.

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

Sincerely,

THE PENNSYLVANIA HOUSING FINANCE AGENCY
Homeowners' Emergency Mortgage Assistance Program

FILED

2004
Shif

O/0/25/04
MAY 03 2004

Diff 20.85.00

William A. Shaw
Prothonotary/Clerk of Courts

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

PETER F. SMITH

ATTORNEY
CLEARFIELD, PA. 16830
814-765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK, :
Plaintiff :
No. 2004-618-CD
vs. :
BRIAN S. OWENS and :
KAREN J. OWENS, :
Defendants :
.

AFFIDAVIT OF SERVICE

I, the undersigned, of C & D Investigations, P. O. Box 686, Clearfield, PA 16830, being duly sworn according to law, state that I served certified copies of Plaintiff's Motion for Judgment on the Pleadings with completed Rule Returnable on BRIAN S. OWENS as follows:

Received 7/18/04 2217 Brian D. Orms
at 94 Houser Road, Woodland, PA 16881

and,

On KAREN J. OWENS as follows:

RECEIVED 7/18/04 2217 *Tom Kline*
at 94 Houser Road, Woodland, PA 16881

C & D INVESTIGATIONS

By: John D. Lewis

SWORN AND SUBSCRIBED
before me this 20th day of July, 2004.

Notary Public

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

FILED NO
01/22/2004 cc
JUL 26 2004
... et al. v. ...
Prothonotary Clerk of Courts

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK, :
Plaintiff :
: No. 2004-618-CD
vs. :
: BRIA S. OWENS and :
KAREN J. OWENS :
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:

Brian S. Owens	Karen J. Owens
R.R. #1 Box 136	R.R. #1 Box 136
94 Houser Road	94 Houser Road
Woodland, PA 16881	Woodland, PA 16881

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	Pa Housing Finance Agency "PHFA"
P.O. Box 42	Homeowners Emergency Mortgage Assistance Program
One South Second Street	2101 North Front Street
Clearfield, PA 16830	Harrisburg, PA 17105-5530

FILED *10/11/08 Bt*
10/11/08 Bt
AUG 04 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

Clearfield County Tax Claim Office
Clearfield County Annex Building
230 East Market Street
Clearfield, PA 16830

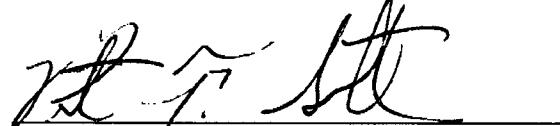
6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

NONE

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

Dated:

8/3/04



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

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814-765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COUNTY NATIONAL BANK

-VS-

No. 04-618-CD

BRIAN S. OWENS and
KAREN J. OWENS

O R D E R

NOW, this 29th day of July, 2004, this being the date set for Plaintiff's Motion for Judgment on the Pleadings; Defendants, Brian S. Owens and Karen J. Owens, having failed to appear despite receiving due and proper notice; Defendants having filed a written response by letter to the Court which admits their default, it is ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion for Judgment on the Pleadings be and is hereby granted for the amounts claimed in the complaint as set forth below:

a) Balance	\$51,256.73
b) Late Charge	\$ 83.58
c) Interest Due to 04/26/04	\$ 2,379.52
d) Interest accruing after 04/26/04 at \$12.4582330 per day (to be added)	\$
e) Costs of suit (to be added)	\$
f) Attorney's fees	\$
g) Un-applied Balance	\$ (155.05)
h) Satisfaction Fee	\$ 30.00

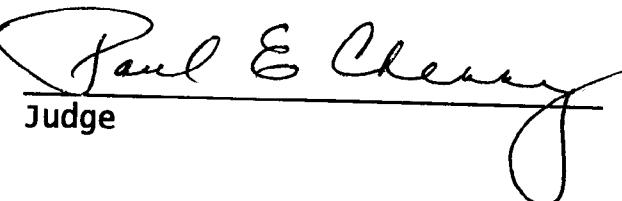
PRELIMINARY TOTAL \$53,595.28
FINAL TOTAL \$

FILED

BY THE COURT,

JUL 30 2004

William A. Shaw
Prothonotary/Clerk of Courts


Paul E. Cleary
Judge

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

COUNTY NATIONAL BANK, :
Plaintiff :
: No. 2004-618-CD
vs. :
: :
BRIAN S. OWENS and :
KAREN J. OWENS :
Defendants :
:

PRAECIPE

To: William A. Shaw, Sr., Prothonotary

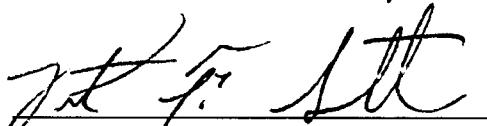
Dear Sir:

Please enter Judgment in favor of Plaintiff and against the Defendants pursuant to the Court's Order dated July 29, 2004, a certified copy of which is attached to this Praecipe.

I also submit with this Praecipe Form 236 with stamped addressed envelopes to each of the Defendants.

Respectfully submitted:

Date: 8/3/04


Peter F. Smith, Esquire
Attorney for Plaintiff

FILED *No CC* *Plff pd 20.00*
01/11/08 *Notice to Defs.*
AUG 04 2004 *Statement to*
Atty Smith
By *William A. Shaw*
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COUNTY NATIONAL BANK :

-VS-

: No. 04-618-CD

BRIAN S. OWENS and
KAREN J. OWENS :

O R D E R

NOW, this 29th day of July, 2004, this being the date set for Plaintiff's Motion for Judgment on the Pleadings; Defendants, Brian S. Owens and Karen J. Owens, having failed to appear despite receiving due and proper notice; Defendants having filed a written response by letter to the Court which admits their default, it is ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion for Judgment on the Pleadings be and is hereby granted for the amounts claimed in the complaint as set forth below:

a)	Balance	\$51,256.73
b)	Late Charge	\$ 83.58
c)	Interest Due to 04/26/04	\$ 2,379.52
d)	Interest accruing after 04/26/04 at \$12.4582330 per day (to be added)	
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Un-applied Balance	\$ (155.05)
h)	Satisfaction Fee	\$ 30.00

PRELIMINARY TOTAL \$53,595.28
FINAL TOTAL \$

BY THE COURT,

/s/ Paul E. Cherry

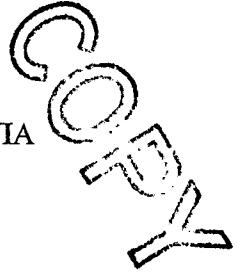
JUL 30 2004

Judge

Attest

Paul E. Cherry
Prothonotary/
Clerk of Courts

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



COUNTY NATIONAL BANK, :
Plaintiff :
: No. 2004-618-CD
vs. :
BRIAN S. OWENS and :
KAREN J. OWENS, :
Defendants :
:

Notice is given that a judgment has been entered of record in Clearfield County against BRIAN S. OWENS and KAREN J. OWENS, Defendants, and in favor of the Plaintiff in the amount of \$53,595.28, plus interest and costs.

Prothonotary

By William L. Hagan Jr. 8/14/04, Deputy

Rule of Civil Procedure No. 236

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

County National Bank
Plaintiff(s)

No.: 2004-00618-CD

Real Debt: \$53,595.28

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Brian S. Owens
Karen J. Owens
Defendant(s)

Entry: \$20.00

Instrument: Judgment per Court Order

Date of Entry: August 4, 2004

Expires: August 4, 2009

Certified from the record this 4th day of August, 2004.

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

PETER F. SMITH

ATTORNEY
CLEARFIELD, PA. 16830
814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK,	:
Plaintiff	:
	:
	No. 2004-618-CD
vs.	:
BRIAN S. OWENS and	:
KAREN J. OWENS	:
Defendants	:

CERTIFICATE OF ADDRESS

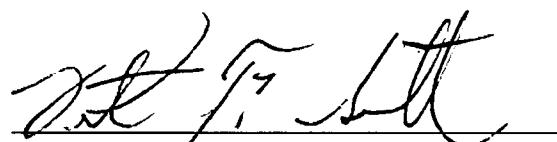
I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendants are:

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

Defendants: Brian S. Owens
R.R. #1 Box 136
94 Houser Road
Woodland, PA 16881

Karen J. Owens
R.R. #1 Box 136
94 Houser Road
Woodland, PA 16881

Date: 8/3/04



Peter F. Smith
Attorney for Plaintiff

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814-765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK, :
Plaintiff :
: No. 2004-618-CD
vs. :
BRIAN S. OWENS and :
KAREN J. OWENS :
Defendants :

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:

Brain S. Owens and Karen J. Owens

2. Property owned by the Defendants as follows:

FILED 1CC
011-08/574 Le Writs to
AUG 04 2004 Shff
W.A. Shaw Plff. pd.
Prothonotary/Clerk of Courts 20.00

The parcel of real estate subject to this action consists of a one-story ranch house on 2 acres, known as R.R. #1 Box 136, Houser Road, Woodland, Clearfield County Pennsylvania 16881, identified by Clearfield County Tax Map No. 106-07-94 and is more particularly described as follows:

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

BEGINNING at a point in the northern line of Township Road No. T-626; thence along others lands of Willard Maines and Betty Jane Maines, husband and wife, the Grantors herein North sixteen (16) degrees twelve (12) minutes East five hundred twenty-five (525) feet to a point; thence continuing through other lands of the Grantors herein South seventy-two (72) degrees forty-four (44) minutes East one hundred fifty (150) feet to a point in line of land of Earnest Welker; thence along lands of Ernest Welker South seventeen (17) degrees eighteen (18) minutes West five hundred seventy-six (576) feet to a point in line of A. E. Woolridge Heirs; thence along the Woolridge land sixty-seven (67) feet to a point; thence along Township Road Route T-626 in a northerly direction one hundred (100) feet to a point in other land of the Grantors herein, and the place of beginning.

BEING the same premises conveyed to the Grantors by Deed dated December 9, 1981 and recorded December 28, 1981 by Clearfield County Deed Book 824, page 150.

3. Amounts due:

a)	Balance	\$ 51,256.73
b)	Late Charge	\$ 83.58
c)	Interest Due to 04/26/04	\$ 2,379.52
d)	Interest accruing after 04/26/04 at \$12.4582330 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Un-applied Balance	\$ (155.05)
h)	Satisfaction Fee	\$ 30.50

PRELIMINARY TOTAL	\$ 53,595.28
FINAL TOTAL	\$

Prothonotary costs

P.F. Smith 125-097

Dated:

8/3/04

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. 2004-618-CD
vs.	:	
BRIAN S. OWENS and	:	
KAREN J. OWENS	:	
Defendants	:	

**WRIT OF EXECUTION
NOTICE**

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

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

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

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

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

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

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	No. 2004-618-CD
vs.	:	
	:	
BRIAN S. OWENS and	:	
KAREN J. OWENS	:	
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:

The parcel of real estate subject to this action consists of a one-story ranch house on 2 acres, known as R.R. #1 Box 136, Houser Road, Woodland, Clearfield County Pennsylvania 16881, identified by Clearfield County Tax Map No. 106-07-94 and is more particularly described as follows:

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

BEGINNING at a point in the northern line of Township Road No. T-626; thence along others lands of Willard Maines and Betty Jane Maines, husband and wife, the Grantors herein North sixteen (16) degrees twelve (12) minutes East five hundred twenty-five (525) feet to a point; thence continuing through other lands of the Grantors herein South seventy-two (72) degrees forty-four (44) minutes East one hundred fifty (150) feet to a point in line of land of Earnest Welker; thence along lands of Ernest Welker South seventeen (17) degrees eighteen (18) minutes West five hundred seventy-six (576) feet to a point in line of A. E. Woolridge Heirs; thence along the Woolridge land sixty-seven (67) feet to a point; thence along Township Road Route T-626 in a northerly direction one hundred (100) feet to a point in other land of the Grantors herein, and the place of beginning.

BEING the same premises conveyed to the Grantors by Deed dated December 9, 1981 and recorded December 28, 1981 by Clearfield County Deed Book 824, page 150.

3. Amounts due:

a)	Balance	\$ 51,256.73
b)	Late Charge	\$ 83.58
c)	Interest Due to 04/26/04	\$ 2,379.52
d)	Interest accruing after 04/26/04 at \$12.4582330 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Un-applied Balance	\$ (155.05)
h)	Satisfaction Fee	\$ 30.50

PRELIMINARY TOTAL \$ 53,595.28

FINAL TOTAL \$ 125.00

Prothonotary costs

By: William H. Chan 8/4/04
Deputy

Prothonotary

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

COUNTY NATIONAL BANK, :
Plaintiff :
vs. : No. 2004-618-CD
BRIAN S. OWENS and :
KAREN J. OWENS, :
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: _____

Defendants

Date: _____

Defendants

**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

Leave over margin

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

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814-765-5595

CERTIFIED TRUE AND CORRECT COPY

dx

ATTORNEY FOR

In The Court of Common Pleas of Clearfield County, Pennsylvania

COUNTY NATIONAL BANK

VS.

OWENS, BRIAN S. & KAREN J.

Sheriff Docket #

15516

04-618-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 13, 2004 AT 2:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN S. OWENS, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRIAN S. OWENS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER

NOW MAY 13, 2004 AT 2:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KAREN J. OWENS, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KAREN J. OWENS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

Return Costs

Cost	Description
29.12	SHERIFF HAWKINS PAID BY: PLFF CK# 27389
20.00	SURCHARGE PAID BY: PLFF CK# 273900

Sworn to Before Me This

19 Day Of May 2004
William A. Shaw

So Answers,


My Marilyn Hawkins
Chester A. Hawkins
Sheriff

FILED

02-04-04

MAY 19 2004



William A. Shaw
Prothonotary

04-6018-CD

Response

Date: June 10, 2004

Re: Civil Notice No.2004-618-CD

To: Peter F. Smith, Attorney for plaintiff
30 South Second Street
Post Office Box 130
Clearfield, Pa. 16830

In response to the notice Civil Notice No.2004-618-CD dated June 4,2004, which we received June 5,2004.

The reason we haven't been able to pay the mortgage was because I am working out of town and also have rent to pay. I do not have the money to pay it all back in one lump sum. I did get a second job working at nights and Karen is working part time and is also looking for a second job.

I have been talking to Chris Norris and Lori Trumbull at Country National Bank to get our mortgage up to date. We was trying to start in May 2004 with 2 or 3 payments, then the transmission went out in my truck. I have talked to Chris and Lori again and planning on making 4 payments in June and 4 payments in July. We did made 2 payments on June 4, 2004.

We would appreciate your paitence until we get our mortgage up to date.

Brian Owens

Brian & Karen Owens
R.R.#1 Box #136
Woodland, Pa. 16881

Cc: Lori D. Trumbull (CNB)
Cc: Court of Common Pleas – Civil Division (Clearfield County Courthouse)

FILED ^{nb}
03:46 PM
JUN 14 2004

W.A. Shaw
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK, : No. 2004-618-CD
Plaintiff :
vs. : Type of Case:
BRIAN S. OWENS and : **FORECLOSURE**
KAREN J. OWENS, :
Defendants : Type of Pleading:
: **MOTION FOR JUDGMENT ON**
: **THE PLEADINGS**

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court No. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED

BCD JUL 12 2004
112:30 AM
William A. Shaw
Prothonotary
3 cont w/ Rule to
Army Service

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

COUNTY NATIONAL BANK, :
Plaintiff :
vs. : No. 2004-618-CD
BRIAN S. OWENS and :
KAREN J. OWENS, :
Defendants :
:

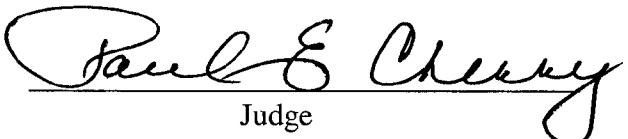
RULE RETURNABLE

AND NOW this 12th day of July, 2004 upon consideration of Plaintiff's Motion for Judgment on the Pleadings, a rule is entered upon Defendants to show cause, if any they may have, why said Motion should not be granted.

Writ response to this Motion is due no later than July 28, 2004.

Argument on this Motion shall be conducted on July 29, 2004 at 9 :00 AM. in Courtroom No. 2 in the Clearfield County Courthouse.

By the Court,



Paul E. Cherry
Judge

FILED

JUL 12 2004

bd
William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,	:
Plaintiff	:
	:
	No. 2004-618-CD
vs.	:
	:
BRIAN S. OWENS and	:
KAREN J. OWENS,	:
Defendants	:

PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS

COMES NOW, County National Bank, Plaintiff, by its attorney Peter F. Smith, who states the following in support of this Motion:

1. Plaintiff instituted this foreclosure action by Complaint filed on May 3, 2004.
2. Certified copies of the Complaint were served upon the Defendants by the Clearfield County Sheriff on May 13, 2004.
3. On June 14, 2004, the Defendants filed a "response" to the Complaint. A true and correct copy of said response is attached hereto and incorporated herein by reference as Plaintiff's Exhibit G.
4. The Defendants admit that they have not been able to pay the mortgage in the first sentence of the second paragraph of their response.
5. The Defendants' statement constitutes an admission of default which entitles Plaintiff to foreclose its mortgage and pursue its remedies.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendants as specifically requested in paragraph 14 of the Complaint.

Respectfully submitted,

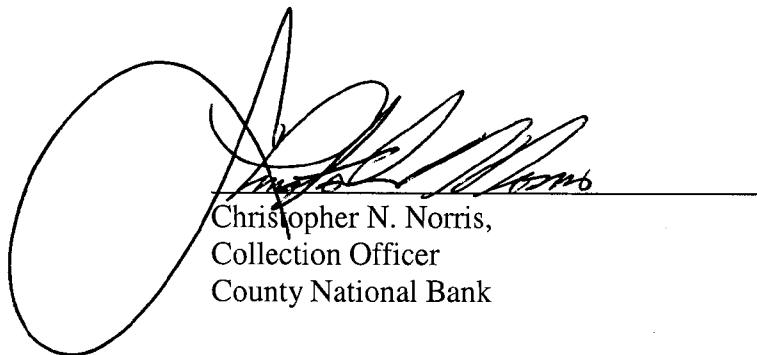
Date: 7/8/04


Peter F. Smith, Esquire
Attorney for Plaintiff

VERIFICATION

CHRISTOPHER N. NORRIS, Collection Officer for County National Bank, does hereby swear and affirm that he has read the foregoing Motion and it is true and accurate to the best of his information, knowledge and belief. Furthermore he understands that the same is made pursuant to 18 Pa. S.C.A. 4904, relating to unsworn falsification to authorities.

Dated: 7/6/04



Christopher N. Norris,
Collection Officer
County National Bank

04-618-CD

Response

Date: June 10, 2004

Re: Civil Notice No.2004-618-CD

To: Peter F. Smith, Attorney for plaintiff
30 South Second Street
Post Office Box 130
Clearfield, Pa. 16830

In response to the notice Civil Notice No.2004-618-CD dated June 4,2004, which we received June 5,2004.

The reason we haven't been able to pay the mortgage was because I am working out of town and also have rent to pay. I do not have the money to pay it all back in one lump sum. I did get a second job working at nights and Karen is working part time and is also looking for a second job.

I have been talking to Chris Norris and Lori Trumbull at Country National Bank to get our mortgage up to date. We was trying to start in May 2004 with 2 or 3 payments, then the transmission went out in my truck. I have talked to Chris and Lori again and planning on making 4 payments in June and 4 payments in July. We did made 2 payments on June 4, 2004.

We would appreciate your paitence until we get our mortgage up to date.

Brian Owens

Brian & Karen Owens
R.R.#1 Box #136
Woodland, Pa. 16881

Cc: Lori D. Trumbull (CNB)
Cc: Court of Common Pleas – Civil Division (Clearfield County Courthouse)

b6
FILED
06/14/2004
MN 14 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

BRIAN S. OWENS and
KAREN J. OWENS,
Defendants

No. 2004-618-CD

Vs.

COUNTY NATIONAL BANK
Plaintiff
And

Type of Case:
FORECLOSURE

Type of Pleading:
NOTICE OF APPEAL

Peter F. Smith, Attorney for plaintiff
30 South Second Street
P.O. Box 130
Clearfield, Pa. 16830

Filed by Defendants:

Brian S. Owens and
Karen J. Owens
94 Houser Road
Woodland, Pa. 16881

Date: July 21, 2004

FILED

JUL 23 2004 *Fay*
12:50 PM
William A. Shaw
Prothonotary

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

BRIAN S. OWENS and
KAREN J. OWENS,
Defendants

No. 2004-618-CD

Vs

COUNTY NATIONAL BANK
Plaintiff

DEFENDANTS MOTION FOR APPEAL

In response to the notice Civil Notice No.2004-618-CD dated July 12,2004, which we received July 18,2004.

I am still working out of town and did get a second job working at nights and Karen is working part time and is also looking for a second job.

I have been talking to Chris Norris at Country National Bank to get our mortgage up to date and planning on making 3 to 4 payments per month.

We made 2 payments on June 4, 2004 for November and December payments.

We made 1 payment on June 18, 2004 for January payment.

We made 2 payments on July 16, 2004 for February and March payments.

We plan to make 2 payments on July 30, 2004 for April and May payments.

We plan to make 2 payments in August for June and July payments.

We would appreciate your patience until we get our mortgage up to date.



Brian & Karen Owens
94 Houser Road
Woodland, Pa. 16881

Cc: Chris Norris (CNB)
Cc: Peter F. Smith, Attorney for plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

COUNTY NATIONAL BANK

VS.

OWENS, BRIAN S. & KAREN J.

Sheriff Docket #

15516

04-618-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 13, 2004 AT 2:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN S. OWENS, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRIAN S. OWENS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER

NOW MAY 13, 2004 AT 2:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KAREN J. OWENS, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KAREN J. OWENS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

Return Costs

Cost	Description
29.12	SHERIFF HAWKINS PAID BY: PLFF CK# 27389
20.00	SURCHARGE PAID BY: PLFF CK# 273900

Sworn to Before Me This

19 Day Of May 2004
William A. Shaw

So Answers,


My Marilyn
Chester A. Hawkins
Sheriff

FILED
0 2:04 PM
MAY 19 2004


William A. Shaw
Prothonotary

04-618-CD

Response

Date: June 10, 2004

Re: Civil Notice No.2004-618-CD

To: Peter F. Smith, Attorney for plaintiff
30 South Second Street
Post Office Box 130
Clearfield, Pa. 16830

In response to the notice Civil Notice No.2004-618-CD dated June 4,2004, which we received June 5,2004.

The reason we haven't been able to pay the mortgage was because I am working out of town and also have rent to pay. I do not have the money to pay it all back in one lump sum. I did get a second job working at nights and Karen is working part time and is also looking for a second job.

I have been talking to Chris Norris and Lori Trumbull at Country National Bank to get our mortgage up to date. We was trying to start in May 2004 with 2 or 3 payments, then the transmission went out in my truck. I have talked to Chris and Lori again and planning on making 4 payments in June and 4 payments in July. We did made 2 payments on June 4, 2004.

We would appreciate your paitence until we get our mortgage up to date.

Brian Owens

Brian & Karen Owens
R.R.#1 Box #136
Woodland, Pa. 16881

Cc: Lori D. Trumbull (CNB)
Cc: Court of Common Pleas – Civil Division (Clearfield County Courthouse)

FILED No
03:46 AM
JUN 14 2004

WAS
AS

William A. Shaw
Prothonotary/Clerk of Courts

PETER F. SMITH

ATTORNEY
CLEARFIELD, PA. 16830

814-765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK

Plaintiff : No. 2004-618-CD

vs. :

BRIAN S. OWENS and

KAREN J. OWENS

Defendants :

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO PA.R.C.P. 3129** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on September 23, 2004:

Brian S. Owens
R.R. #1 Box 136
Woodland, PA 16881

Karen J. Owens
R.R. #1 Box 136
Woodland, PA 16881

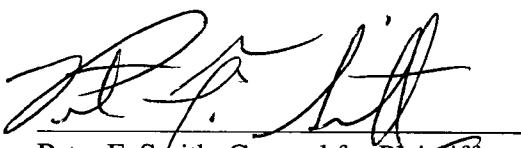
County National Bank
P.O. Box 42
One South Second Street
Clearfield, PA 16830

Pa Housing Finance Agency
Homeowners Emergency Mortgage Asst. Program
2101 North Front Street
Harrisburg, PA 17105-5530

Clearfield Co. Tax Claim Office
Clearfield Co. Courthouse
230 East Market Street
Clearfield, PA 16830

FILED *EOK*
OCT 10 2004 10:10 AM 1CC to Atty
OCT 15 2004

William A. Shaw
Prothonotary



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 23rd day of Sept, 2004.

Holly A. Bressler
Notary Public

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

PETER F. SMITH

^{ATTORNEY}
CLEARFIELD, PA. 16830
814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK, :
Plaintiff :
: No. 2004-618-CD
vs. :
: BRIAN S. OWENS and :
KAREN J. OWENS, :
Defendants :
:

PRAECIPE TO DISCONTINUE

TO: William A. Shaw, Prothonotary
Chester A. Hawkins, Sheriff

Dear Prothonotary and Sheriff of Clearfield County:

I appear as counsel for the Plaintiff in the above-captioned matter, and request that you DISCONTINUE the Writ of Execution in this matter. The Defendants have exercised their statutory right to cure their default. I further request the Sheriff to return the Writ of Execution to the Prothonotary and refund any excess cost. Please discontinue the Sheriff Sale scheduled for November 5, 2004.

Respectfully submitted,



Date: October 25, 2004

Peter F. Smith, Esquire
Attorney for Plaintiff

cc: Lori D. Trumbull, County National Bank
Brian S. Owens and Karen J. Owens

10:44 AM copy to Shff
NO cc
OCT 27 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16302
NO: 04-618-CD

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: BRIAN S. OWENS AND KAREN J. OWENS

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/04/2004

LEVY TAKEN 09/23/2004 @ 3:02 PM

POSTED 09/23/2004 @ 3:02 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

FILED

WRIT RETURNED 02/10/2004

DATE DEED FILED **NOT SOLD**

GK FEB 10 2005
0/10/05/
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

09/23/2004 @ 3:02 PM SERVED BRIAN S. OWENS

SERVED BRIAN S. OWENS, DEFENDANT, AT THE RESIDENCE RR #1, BOX 136, 94 Houser Road,
WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA

09/23/2004 @ 3:02 PM SERVED KAREN J. OWENS

SERVED KAREN J. OWENS, DEFENDANT, AT THE RESIDENCE RR#1, BOX 136, 94 Houser Road,
WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA

@ SERVED

NOW, OCTOBER 26, 2004 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO DISCONTINUE THE
SALE THE DEFENDANTS CURED THEIR DEFAULT.

@ SERVED

NOW, FEBRUARY 9, 2004 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS. THE
PLAINTIFF'S ATTORNEY DISCONTINUED THE SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16302
NO: 04-618-CD

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: BRIAN S. OWENS AND KAREN J. OWENS

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$176.94

SURCHARGE \$40.00 PAID BY PLAINTIFF

So Answers,

Chester A. Hawkins
by Cynthia Bletter-Augustine
Chester A. Hawkins
Sheriff

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	No. 2004-618-CD
vs.	:	
BRIAN S. OWENS and	:	
KAREN J. OWENS	:	
Defendants	:	

**WRIT OF EXECUTION
NOTICE**

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

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

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

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

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

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

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	No. 2004-618-CD
vs.	:	
	:	
BRIAN S. OWENS and	:	
KAREN J. OWENS	:	
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:

The parcel of real estate subject to this action consists of a one-story ranch house on 2 acres, known as R.R. #1 Box 136, Houser Road, Woodland, Clearfield County Pennsylvania 16881, identified by Clearfield County Tax Map No. 106-07-94 and is more particularly described as follows:

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

BEGINNING at a point in the northern line of Township Road No. T-626; thence along others lands of Willard Maines and Betty Jane Maines, husband and wife, the Grantors herein North sixteen (16) degrees twelve (12) minutes East five hundred twenty-five (525) feet to a point; thence continuing through other lands of the Grantors herein South seventy-two (72) degrees forty-four (44) minutes East one hundred fifty (150) feet to a point in line of land of Ernest Welker; thence along lands of Ernest Welker South seventeen (17) degrees eighteen (18) minutes West five hundred seventy-six (576) feet to a point in line of A. E. Woolridge Heirs; thence along the Woolridge land sixty-seven (67) feet to a point; thence along Township Road Route T-626 in a northerly direction one hundred (100) feet to a point in other land of the Grantors herein, and the place of beginning.

BEING the same premises conveyed to the Grantors by Deed dated December 9, 1981 and recorded December 28, 1981 by Clearfield County Deed Book 824, page 150.

3. Amounts due:

a)	Balance	\$ 51,256.73
b)	Late Charge	\$ 83.58
c)	Interest Due to 04/26/04	\$ 2,379.52
d)	Interest accruing after 04/26/04 at \$12.4582330 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Un-applied Balance	\$ (155.05)
h)	Satisfaction Fee	\$ 30.50

PRELIMINARY TOTAL \$ 53,595.28
FINAL TOTAL \$

Prothonotary costs 125.00

By: Willie Allen 8/4/04
Deputy

Prothonotary

Received August 4, 2004 @ 2:00 P.M.

Chester A. Hawkins

By Cynthia Butter-Aughenbaugh

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

COUNTY NATIONAL BANK, :
Plaintiff :
: No. 2004-618-CD
vs. :
BRIAN S. OWENS and :
KAREN J. OWENS, :
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: _____

Defendants

Date: _____

Defendants

**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 BRIAN S. OWENS

NO. 04-618-CD

NOW, February 10, 2005, 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 November 05, 2004, I exposed the within described real estate of Brian S. Owens And Karen J. Owens to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	3.75
MILEAGE	15.00
POSTING	3.75
CSDS	15.00
COMMISSION	10.00
POSTAGE	0.00
HANDBILLS	4.44
DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE	15.00
DEED	15.00
ADD'L POSTING	15.00
ADD'L MILEAGE	15.00
ADD'L LEVY	15.00
BID AMOUNT	15.00
RETURNS/DEPUTIZE	15.00
COPIES	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	5.00
MISCELLANEOUS	5.00
TOTAL SHERIFF COSTS	\$176.94

DEED COSTS:

ACKNOWLEDGEMENT	0.00
REGISTER & RECORDER	0.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	51,256.73
INTEREST @ 12.4600	2,404.78
FROM 04/26/2004 TO 11/05/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	83.58
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	30.50
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	2,379.52
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$56,195.11
COSTS:	
ADVERTISING	339.24
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	176.94
LEGAL JOURNAL COSTS	171.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$812.18

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

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

COUNTY NATIONAL BANK,	:	
	Plaintiff	
	:	
		No. 2004-618-CD
vs.	:	
	:	
BRIAN S. OWENS and	:	
KAREN J. OWENS,	:	
	Defendants	
	:	

PRAEICE TO DISCONTINUE

TO: William A. Shaw, Prothonotary
Chester A. Hawkins, Sheriff

Dear Prothonotary and Sheriff of Clearfield County:

I appear as counsel for the Plaintiff in the above-captioned matter, and request that you DISCONTINUE the Writ of Execution in this matter. The Defendants have exercised their statutory right to cure their default. I further request the Sheriff to return the Writ of Execution to the Prothonotary and refund any excess cost. Please discontinue the Sheriff Sale scheduled for November 5, 2004.

Respectfully submitted,

Date: October 25, 2004


Peter F. Smith

cc: Lori D. Trumbull, County National Bank
Brian S. Owens and Karen J. Owens