

04-676-CD  
COUNTY NATIONAL BANK vs. ROGER F. MOORE, et al.

**County National Bank vs Roger Moore et al**  
**2004-676-CD**

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

FILED

MAY 14 2004

Alvan A. Smith  
Prothonotary, Clerk of Courts

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	
vs.	:	No. 2004- -CD
	:	
ROGER E. MOORE and	:	
WENDY S. MOORE	:	
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  
: :  
ROGER E. MOORE and :  
WENDY S. MOORE :  
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 **ROGER E. MOORE**, whose last known address is R.R. 1 Box 269A, 184 Hardly Able Road, Grampian, Clearfield County, Pennsylvania, 16838.
3. The name of the second Defendant is **WENDY S. MOORE** whose address is R.R. 1 Box 269A, 184 Hardly Able Road, Grampian, Clearfield County, Pennsylvania, 16838.
4. The parcel of real estate subject to this action consists of a one and one-half story house and a detached garage on 25 acres, known as R.R. 1 Box 269A, 184 Hardly Able Road, Grampian, Clearfield County Pennsylvania 16838, identified by Clearfield County Tax Map No. 104-F9-67 and is more particularly described as follows:

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

**BEGINNING at a post corner along lands now or formerly of George Bilger and Isaac Bloom; thence North forty-four and one-half (44 1/2) degrees West thirty-nine and three**

twenty-fifths (39 3/25) perches along lands formerly of George Bilger to a post; thence South fifty-two and one-half (52 1/2) degrees West twenty-two and seventeen twenty-fifths (22 17/25) perches to a post on lands now or formerly of Levi Thomas; thence North five (5) degrees East fifty-six and seven twenty-fifths (56 7/25) perches to a post along lands of said Thomas; thence North fifty-two and one-half (52 1/2) degrees West thirty-five and eight twenty-fifths (35 8/25) perches to a pine stump; thence along lands now or formerly of Samuel Arnold North sixty-five (65) degrees East eleven and eleven twenty-fifths (11 11/25) perches to a post on lands now or formerly of Bloom and Arnold; thence along said Bloom lands South eighty-two and one-half (82 1/2) degrees twenty-four (24) perches to a post; thence further along Bloom lands North sixty-one and one-half (61 1/2) degrees East fourteen and one-half (14 1/2) perches to a post on the Tram Road; thence South forty-four (44) degrees East sixty (60) perches to a post and other lands now or formerly of said Isaac Bloom; thence South twenty-seven and one-half (27 1/2) degrees East seven (7) perches to a post; thence South eleven (11) degrees West twenty-six and three-fifths (26 3/5) perches to a post still along lands of said Isaac Bloom; thence South one (1) degree East ninety-two and sixteen twenty-fifths (92 16/25) perches to a post and thence South fifty-two and one-half (52 1/2) degrees West twenty-five and sixteen twenty-fifths (25 16/25) perches to a post and place of beginning. Containing thirty-five (35) acres, more or less.

**EXCEPTING AND RESERVING** therefrom a certain piece or parcel of land sold by Nancy McCall, executrix of the Estate of James E. McCall, to G. F. McCall, said deed being dated the 12th day of June, 1919, and recorded in Deed Book No. 235, Page 86, which deed conveys out approximately 10 acres of the above-described 35 acres.

**ALSO GRANTING AND CONVEYING** all Grantors' right, title and interest in and to all the coal, fireclay, oil and gas, and other minerals in, upon and under the above-described tract of land, as granted to them by deeds dated November 10, 1986, recorded in Record Volume 1126, Page 309; October 31, 1986, recorded in Record Volume 1118, Page 567; and October 31, 1986, recorded in Record Volume 1118, Page 570.

**BEING the same premises conveyed to Roger E. Moore and Wendy S. Moore by deed dated February 16, 1996 and recorded in Clearfield County Record Volume 1737, Page 47.**

5. The Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated March 12, 1998, for principal debt of \$21,264.19, together with interest. Said mortgage was recorded in Clearfield County Record Volume 1915, Page 106. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

6. Defendants also executed Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$21,264.19 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.

7. Plaintiff has not assigned this mortgage or note.
8. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.
9. Defendants are entitled to no credits or set-offs.
10. On or about April 14, 2004, the Defendants failed to make the full monthly payment of \$278.26, 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 \$278.26 as of April 28, 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 County National Band 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 28, 2004, are as follows:

a)	Balance	\$11,483.15
b)	Late Charge	\$ 0.00
c)	Interest Due to 4/28/04	\$ 24.47
d)	Interest accruing after 4/28/04 at \$3.0590359 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50
	<b>PRELIMINARY TOTAL</b>	<b>\$11,538.12</b>
	<b>FINAL TOTAL</b>	<b>\$</b>

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 and by U. S. First Class, Postage Prepaid, on March 22, 2004, at their last known address advising them of their default and their rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

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 D.

17. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendants have asserted their rights under said notices.

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

Respectfully submitted,



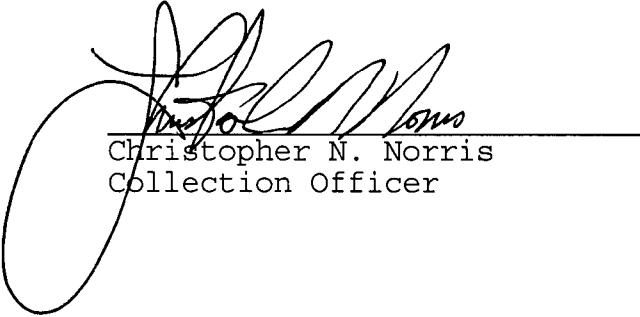
Peter F. Smith  
Attorney for Plaintiff

Dated: May 13, 2004

## AFFIDAVIT

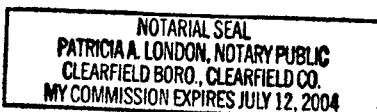
STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :  
:

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

  
Christopher N. Norris  
Collection Officer

SWORN TO AND SUBSCRIBED  
before me this 14<sup>th</sup> day  
of May, 2004.

Patricia A. London  
Notary Public



THIS MORTGAGE made this 12. TH day of MARCH 1998, between  
 ROGER E. MOORE AND WENDY S. MOORE  
 residing at: 206 W. SIXTH AVENUE, CLEARFIELD, PA 16830  
 (hereinafter, whether one or more, called "Mortgagor") and COUNTY NATIONAL BANK, a national  
 banking association (hereinafter called "Mortgagee")

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of TWENTY-ONE THOUSAND, TWO HUNDRED SIXTY-FOUR DOLLARS AND NINETEEN CENTS. Dollars (\$ 21,264.19), and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

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

All that certain lot or piece of ground, with all buildings and improvements thereon erected, and all appurtenances, situate and known as: ANDERSON CREEK HILL, CURWENSVILLE, PA 16833 in the ~~CHYNOOK~~ Township of BLOOM, County of CLEARFIELD, Pennsylvania, more fully described in the Deed by which title vested in the Mortgagor, which is recorded in said County in Record Volume No. 1737, page 47, the description in which is hereby incorporated herein by reference; TOGETHER with the reversions, remainders, rents, issues and profits thereof, TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

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

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

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

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

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

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

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

**Witnessed By:**

As To Both.....

...Leyte in Moro.....(SEAL)

James H. Doffin.....

W. W. Judy, S. M. W. (SEAL)

## Commonwealth of Pennsylvania

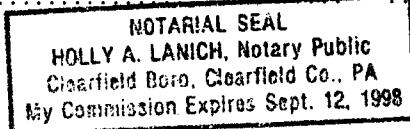
ss:

County of CLEARFIELD

On this, the 12<sup>th</sup> day of MARCH 1998, before me, NOTARY PUBLIC, the undersigned officer, personally appeared ROGER E. MOORE AND WENDY S. MOORE, satisfactorily proven to me to be the person(s) whose name(s) ARE subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained.

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

### My Commission Expires:



## Notary Public

CLEARFIELD COUNTY  
BUREAU OF RECEIPTS  
TIME 3:10 - 3-13-98  
BY (INB)  
FEES 13.50  
Karen L Starck, Recd.

# MORTGAGE

FROM

ROGER E. MOORE  
AND  
WENDY S. MOORE

TO  
COUNTY NATIONAL BANK

Clearfield, Pa.

Return to: COUNTY NATIONAL BANK  
PO BOX 42  
CLEARFIELD PA 16830-0042

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

for COUNTY NATIONAL BANK

 <b>COUNTY NATIONAL BANK</b> CLEARFIELD, PA LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.		Roger E. Moore Wendy S. Moore 206 W. 6th Avenue Clearfield, PA 16830-1105	174-54-0602 181-64-8350 348763 HL Loan Number 348763 HL Date March 12, 1988 Maturity Date Loan Amount \$ 21,264.19 Renewal Of
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**TERMS FOLLOWING A  APPLY ONLY IF CHECKED**

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of One Thousand Two hundred Sixty Four and 19/100 Dollars \$ 21,264.19, plus interest from 3-1-1988 at the rate of 9.75 % per year until 4-14-98.

ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ 0.00, and it will be  paid in cash.  paid pro rata over the loan term.

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

**PAYMENT - I will pay this note as follows:**

(a)  Interest due:

Principal due:

(b)  This note has 120 payments. The first payment will be in the amount of \$ 228.26 and will be due 4-14-98. A payment of \$ 228.26 will be due on the 14th day of each month thereafter.

The final payment of the entire unpaid balance of principal and interest will be due 3-14-2008.

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

MINIMUM FINANCE CHARGE - I agree to pay a minimum finance charge of \$ 0.00 if I pay this loan off before you have earned that much in finance charges.

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

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

(a)  This loan is secured by Mortgage Deed 1737 Book 47, dated 3-12-98.

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

Mortgagor: Anderson Castle H. II Property  
(Bloom Twp) Conewango Twp 16833

Insurance: Woolridge

This Property will be used for Personal Improvements purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
<u>9.20</u> %	\$ <u>12,127.01</u>	\$ <u>21,264.19</u>	\$ <u>33,391.20</u>	<input type="checkbox"/> YES - I want an itemization.
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due,		
<u>120</u>	\$ <u>228.26</u>	<u>14th of each month (Start 4-14-98)</u>		
	\$	<u>Check DDA 1-35274-9</u>		
	\$			
	\$			

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

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

the goods or property being purchased.

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

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

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

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

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

Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

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

Type Premium Term

Credit Life

Credit Disability

Joint Credit Life

Name of Insurer/ US Credit Life

I  do  do not want credit life insurance.

I  do  do not want credit disability insurance.

I  do  do not want joint credit life insurance.

I  do  do not want insurance insurance.

Wendy S. Moore DOB 3-14-68

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ 0.00 for 0.00 of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ 0.00 for 0.00 of coverage.

(Optional)	
Signed <u>Wendy S. Moore</u>	For Lender
Title	

#### ADDITIONAL TERMS OF THE NOTE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Set-off" means:

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

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

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

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

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

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

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

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

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

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

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

#### ADDITIONAL TERMS OF THE SECURITY AGREEMENT

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

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

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

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

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

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position. I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

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

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

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

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

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

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

#### THIRD PARTY AGREEMENT

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

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

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

NAME \_\_\_\_\_

X

#### NOTICE TO COSIGNER

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

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

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

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

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

March 22, 2004

**CERTIFIED MAIL:**  
# 7106 3901 9842 2168 8463  
# 7106 3901 9842 2168 8470

**First Class Mail**

Rodger E. Moore  
RR1, Box 269-A  
184 Hardly Able Rd  
Grampian, PA 16838

Wendy S. Moore  
RR1, Box 269-A  
184 Hardly Able Rd  
Grampian, PA 16838

Re: County National Bank  
Delinquent Mortgage Account #s 348763-4 & 6

Dear Mr. and Mrs. Moore:

The Mortgages, which you executed on March 12, 1998 and May 23, 2001, in favor of County National Bank for \$21,264.19 and \$26,213.49 respectively, are in default. These Mortgages are recorded in Clearfield County Record Volume 1737, Page Number 0047 and Instrument Number 200107990. They encumber and place a lien upon your residence known as RR 1, Box 269-A, Grampian, Clearfield County, Pennsylvania, 16838.

You have failed to make the full monthly payments since January 2004 (note #4) and January 2004 (note #6), and are in default. The total amounts of default are \$946.10, which includes \$111.32 in late charges (note #4) and \$819.24, which includes \$74.48 in late charges (note #6).

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

1. First, you can bring your accounts current by paying County National Bank a total of (note #4) \$946.10, which includes delinquent payments of \$834.78 and late charges of \$111.32; (note #6) \$819.24, which includes delinquent payments of \$744.76 and late charges of \$74.48; or,
2. Second, you can pay these mortgages off entirely by tendering (note #4) \$11,982.66, which includes a balance of \$11,691.34; accrued interest through 03/22/04 of \$149.50; late charges of \$111.32; and a loan satisfaction fee of \$30.50; and (note #6) \$22,924.51, which includes a balance of \$22,545.16; accrued interest through 03/22/04 of \$224.37; late charges of \$74.48; a loan satisfaction fee of \$30.50; and other fees of \$50.00.

Rodger E. and Wendy S. Moore  
March 22, 2004  
Page 2

Interest will accrue at the rate of \$3.1144963 and \$7.2378587 a day (respectively) from March 22, 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.

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

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balances as stated in Paragraph 2 will become immediately due and payable. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$11,982.66 (note #4) and \$22,924.51 (note #6), 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, July 2, 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.

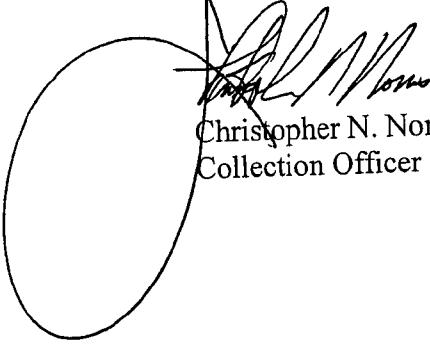
If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

Rodger E. and Wendy S. Moore  
March 22, 2004  
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 April 22, 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

March 22, 2004

## 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): **Roger E. Moore  
Wendy S. Moore**

PROPERTY ADDRESS: **RR1, Box 269-A, 184 Hardly Able Road  
Grampian, PA 16838**

LOAN ACCOUNT NUMBER: **348736-4 & 6**

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 269-A, 184 Hardly Able Rd.  
Grampian, PA 16838

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:

348763-4	348763-6
January 2004 - \$278.26	January 2004 - \$372.38
February 2004 - \$278.26	February 2004 - \$372.38
March 2004 - \$278.26	

Other Charges (explain/itemize):

Late Charges - \$111.32 (note #4)      \$74.48 (note #6)

**TOTAL AMOUNT PAST DUE: \$946.10 (note #4)      \$819.24 (note #6)**

**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 \$946.10 (note #4) and \$819.24 (note #6), 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

**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 UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.**

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

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

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

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

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
WENDY S. SCHNEIDER APR 29 2004	
C. Signature	
D. Is delivery address different from item 1? If YES, enter delivery address below: U.S. POSTAL SERVICE	

Service Type **CERTIFIED MAIL**  
Restricted Delivery? (Extra Fee)  Yes  
Title Addressed to:

160 3901 9842 2168 8463

RODGER E MOORE  
RR1 BOX 269A  
184 HARDY ABLR ROAD  
GIGOMPIN PA 16838

PS Form 3811, April 2002

Domestic Return Receipt

	Postage	\$	 Postmark Date
	Certified Fee		
	Return Receipt Fee (Indorsement Required)		
	Restricted Delivery Fee (Indorsement Required)		
Total Postage & Fees		\$ 4.65	

3-23-04

160 3901 9842 2168 8463

6 8

U.S. Postal Service Certified Mail Receipt

EXHIBIT D

Address mail  
to customer • First class  
A.S.P.  
Serial No. 5-10



Print your name, address and Zip+4 below:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

2. Article Number



7160 3901 9842 2168 8470

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

WENDY S MOORE  
KEL BOX 269A  
184 HAMPTON ABLLE ROAD  
GRAMPION PA 16638

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

MAP 29 2004  
Agent  
Address

D. Is delivery address different from item 1? If YES, enter delivery address below:

Yes  
 No

SPS

PS Form 3811, April 2002

Domestic Return Receipt

	Postage	\$	
	Certified Fee		
	Return Receipt Fee (if not return required)		Postmark Date
	Restricted Delivery Fee (if no return required)		
	Total Postage & Fees	\$ 4.63	J-29-04

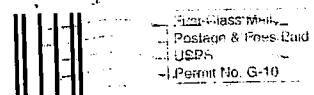
7160 3901 9842 2168 8470

A

US Postal Service

Certified Mail Receipt

DEPT. OF TRANSPORTATION



Print your name, address and ZIP+4 below.

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

**FILED**

acc Shff

04/10/04  
cc Atty Smith

MAY 14 2004

PHS pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

COUNTY NATIONAL BANK

VS.

MOORE, ROGER E. & WENDY S.

Sheriff Docket # 15584

04-676-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW MAY 17, 2004 AT 10:55 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROGER E. MOORE, DEFENDANT AT RESIDENCE, RR#1 BOX 269A, 184 HARDLY ABLE ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROGER MOORE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW MAY 17, 2004 AT 10:55 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WENDY S. MOORE, DEFENDANT AT RESIDENCE, RR#1 BOX 269A, 184 HARDLY ABLE ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROGER MOORE, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

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**Return Costs**

Cost	Description
33.37	SHERIFF HAWKINS PAID BY: PLFF. CK# 275299
20.00	SURCHARGE PAID BY: PLFF CK# 275300

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Sworn to Before Me This

So Answers,

19 Day Of May 2004  
William A. Shaw

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

**FILED**

02:05 PM

MAY 19 2004

*E  
KOP*

William A. Shaw  
Prothonotary

**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. 2004-676-CD  
:  
vs. :  
:  
ROGER E. MOORE and :  
WENDY S. MOORE, :  
Defendants :  
:

**PRAECIPE TO DISCONTINUE**

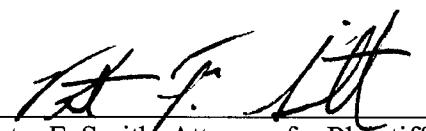
To: William A. Shaw  
Clearfield County Prothonotary

Dear Mr. Shaw:

The Defendants in the above-captioned matter have cured their default. Please **discontinue** this action.

Date:

6/7/04

  
Peter F. Smith, Attorney for Plaintiff

cc: Lori D. Trumbull County National Bank  
M/M Moore

**FILED**

JUN 08 2004

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

**County National Bank**

**Vs.**

**No. 2004-00676-CD**

**Roger E. Moore  
Wendy S. Moore**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 8, 2004, marked:

Discontinued, settled and ended.

Record costs in the sum of \$138.37 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of June A.D. 2004.

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William A. Shaw, Prothonotary