

04-1553-CD  
COUNTY NATIONAL BANK vs. ROBERT S. STAUFFER, et al.

County National vs Robert Stauffer et al  
2004-1553-CD

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI L. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

Type of Case:  
**FORECLOSURE**

Type of Pleading:  
**COMPLAINT**

Filed on Behalf of:  
**PLAINTIFF**

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

11-18-04 Document  
Reinstated/Reassigned to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

1-19-04 Document  
Reinstated/Reassigned to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

**FILED**

011-23184 pd 85.00  
300 to Shaf

OCT 06 2004

William A. Shaw  
Prothonotary

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

COUNTY NATIONAL BANK,  
Plaintiff

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No. 2004- -CD

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
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.

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

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

COUNTY NATIONAL BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 2004-	-CD
	:		
ROBERT S. STAUFFER a/k/a ROBERT S.	:		
STAUFFER, II a/k/a ROBERT S.	:		
STAUFFER, III and C. IRENE STAUFFER	:		
a/k/a CHERI I. STAUFFER a/k/a CHERI	:		
IRENE STAUFFER,	:		
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 **ROBERT S. STAUFFER a/k/a ROBERT S. STAUFFER, II a/k/a ROBERT S. STAUFFER, III**, whose last known address is C/O Robert and Lynette Hefenfinger, 95 Cherry Lane, Marysville, Pennsylvania, 17053.
3. The name of the second Defendant is **C. IRENE STAUFFER a/k/a CHERI I. STAUFFER a/k/a CHERI IRENE STAUFFER** whose last known address is 14640 Stream Pond Drive, Centreville, Virginia 20120.
4. The parcel of real estate subject to this action consists of a house and garage on a lot known as 609 Schofield Street, Curwensville, Clearfield County Pennsylvania 16833, identified by Clearfield County Tax Map No. 6.2-H10-287-23 and is more particularly described as follows:

**ALL that certain piece, parcel or tract of land situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:**

**BEGINNING at a post, corner of lot now or formerly of Harry Fisher and Pearl Fisher and Scofield Street; thence in a northwesterly direction 50.2 feet to a post at corner of other lot now or formerly of Isabell Miller; thence by said last mentioned North 26 degrees 30 minutes East 131 feet to a post at an alley; thence South 63 degrees 30 minutes East 50 feet to a post at lot now or formerly of Harry Fisher and Pearl Fisher; thence by said last mentioned lot South 26 degrees 30 minutes West 141 feet to a post at Scofield Street and place of beginning.**

**BEING the same premises conveyed to Robert S. Stauffer, III and C. Irene Stauffer by deed dated January 23, 2002 and recorded at Clearfield County Instrument Number 200201805.**

5. The Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated June 27, 2003, for principal debt of \$44,000.00, together with interest. Said mortgage was recorded at Clearfield County Instrument Number 200311780. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

6. Defendants also executed a Home Equity Line Agreement and Disclosure Statement in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$44,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said agreement 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 May 30, 2004, the Defendants failed to make the full monthly payment of \$442.00, 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 \$2,366.20 as of September 21, 2004.

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

13. The Mortgage and Note entitle County National Bank 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 September 21, 2004, are as follows:

a)	Balance	\$43,814.17
b)	Late Charge	\$ 215.20
c)	Interest Due to 9/21/04	\$ 1,285.39
d)	Interest accruing after 9/21/04 at \$9.3030087 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ <u>30.50</u>
PRELIMINARY TOTAL		\$45,345.26
FINAL TOTAL		\$ _____

15. The Defendants have abandoned this property. Therefore, the Defendants are not entitled to the notices required by Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., 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.,

16. On August 5, 2004, Plaintiff sent to Defendants by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at their last known address advising them of their default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

17. True and correct copies of the certified mail receipts postmarked by the U. S. Postal

Service are attached hereto and incorporated herein by reference as Exhibit D.

18. The certified mail for Defendant Cheri I. Stauffer was returned by the Postal Service marked "Unclaimed" to Plaintiff. The Plaintiff also sent the letter by First Class Mail with Plaintiff's address clearly marked on the envelope. Defendant's notice was not returned by the Postal Service.

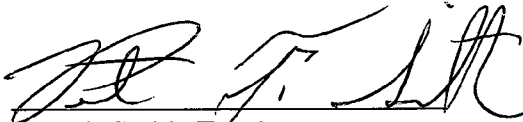
19. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendants have asserted their rights under said letter.

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:

10/4/08



Peter F. Smith, Esquire

Attorney for Plaintiff

P. O. Box 130, 30 South Second Street

Clearfield, PA 16830

(814) 765-5595

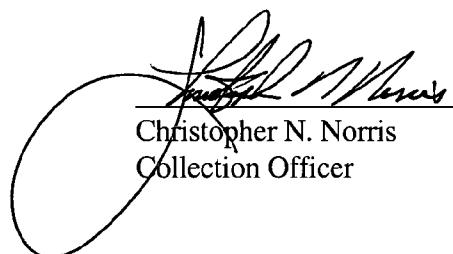


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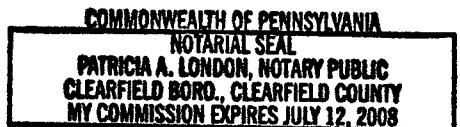
STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

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 29<sup>th</sup> day of  
September, 2004.

  
\_\_\_\_\_  
Notary Public



KAREN L. STARK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200311780  
 RECORDED ON  
 JUN 07, 2003  
 9:00:53 AM  
 Total Pages: 6

RECORDING FEES \$17.00  
 TO ORDER  
 COUNTY IMPROVEMENT \$2.00  
 FUTURE  
 HOMEOWNER IMPROVEMENT \$3.00  
 FUTURE  
 ACCESS TO \$10.00  
 JUDICIAL  
 STATE UNIT TAX \$0.30  
 TOTAL \$32.30  
 CUSTOMER  
 (PROPERTY NATIONAL BANK)

[Space Above This Line For Recording Data]

## OPEN END MORTGAGE

\*\*\*THIS IS A FUTURE ADVANCE MORTGAGE\*\*\*

THIS MORTGAGE ("Security Instrument") is given on June 27, 2003  
 The mortgagor is Robert S Stauffer III and C Irene Stauffer

whose address is 609 Schofield St, Curwensville, PA 16833-1439

("Borrower"). This Security Instrument is given to  
 County National Bank

, which is organized and  
 , and whose address is

existing under the laws of Pennsylvania

1 South Second Street, Clearfield, PA 16830-0042

("Lender"). Borrower has entered into a Home Equity Credit Agreement

("Contract") with

Lender as of the 27th day of June, 2003

, under the terms of which Borrower may, from time to time,

obtain advances not to exceed, at any time, a \*\*\*MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)\*\*\* of  
 FORTY FOUR THOUSAND DOLLARS AND ZERO CENTS

Dollars (U.S. \$ 44,000.00

) ("Credit Limit"). Any party interested in the details related to Lender's continuing

obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the

repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the

Contract; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security

Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this

purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in

Clearfield

County, Pennsylvania:

Tax key/parcel #:

Curwensville Borough, Instrument # 200201805

which has the address of 609 Schofield St

Curwensville

[Street]

[City]

Pennsylvania 16833-1439

("Property Address");

[Zip Code]

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

By initialing, I acknowledge this is page 1 of 6  
 of the Open End Mortgage.

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 ITEM 424PAL1 (0012A) Page 1 of 6

Compliance Systems, Inc.  
 To Order: Call 800-866-8522 Fax 616-956-1868

**BORROWER COVENANTS** that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and any late charges or any other fees and charges due under the Contract.

**2. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**4. Preservation, Maintenance and Protection of the Property.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

By initialing, I acknowledge this is page 2 of 6  
of the Open End Mortgage.

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**5. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Contract and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

**9. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but has no personal liability under the Contract: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Contract without that Borrower's consent.

By initialing, I acknowledge this is page 3 of 6  
of the Open End Mortgage.

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**10. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such 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 Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.

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

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

**13. Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

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

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

**15. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Contract as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

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

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

As in this paragraph 16, "Hazardous Substances" are these substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

By initialing, I acknowledge this is page 4 of 6  
of the Open End Mortgage.

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**17. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (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 bring a court action to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by law.

**18. Release.** Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**19. 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.

**20. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 15 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**21. 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.

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

**23. Additional Provision(s).**

By Initialing, I acknowledge this is page 5 of 6  
of the Open End Mortgage.

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\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument.

Witnesses:

[Signature]

[Signature]

Cheri I Stauffer 6-27-03 (Seal)  
Cheri I Stauffer -Borrower

Robert S Stauffer II 6-27-03 (Seal)  
Robert S Stauffer II -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

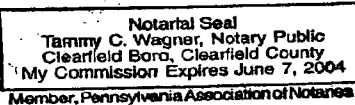
COMMONWEALTH OF Pennsylvania

Clearfield County ss:

On this 27<sup>th</sup> day of June, 2003

Robert S. Stauffer II and Cheri I Stauffer aka C. I. Stauffer  
before me, the undersigned officer, personally appeared  
known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged  
that they executed the same for the purposes therein contained.

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



Tammy C. Wagner  
Notary Public  
\_\_\_\_\_  
Title of Officer

#### CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Lender herein,  
County National Bank  
is as follows: 1 South Second St  
PO Box 42  
Clearfield, Pennsylvania 16830-0042

[Signature]  
Attorney or Agent for Lender

This instrument was prepared by:  
Tammy Wagner  
County National Bank  
1 South Second St  
PO Box 42  
Clearfield, PA 16830-0042

After recording return to:  
County National Bank  
Attn: Consumer Loan Department  
1 South Second Street  
PO Box 42  
Clearfield, PA 16830

*Increase*

COUNTY NATIONAL BANK  
PO BOX 42  
CLEARFIELD, PA 16830

**HOME EQUITY LINE AGREEMENT AND DISCLOSURE STATEMENT**

Date: June 27, 2003

Account Number: 4647384

Officer: William A. Franson

Credit Limit: 44,000.00

Borrower(s) Name(s) and Address(es):

Robert S Stauffer II Cheri I Stauffer

609 Schofield St, Curwensville PA 16833-1439

Thank you for requesting a Home Equity Line. This is the Agreement governing its use.

In this Agreement, the words "you" and "your" refer to all persons (individually and, if more than one, jointly) who sign this Agreement. The words "we," "our," "us" and "Lender" refer to COUNTY NATIONAL BANK, with which you maintain a Home Equity Line, or any other person or entity to which COUNTY NATIONAL BANK assigns this Agreement, or any of its rights under this Agreement.

**DEFINITIONS.** In relation to your Account and this Agreement, the following words shall have the meaning indicated:

"Access Device" means a device or method of access, such as a check, a telephonic transfer, or an internet banking transfer, through which you can request an Advance.

"Account" means the Home Equity Line approved by Lender for your use.

"Advance" means an extension of credit to you or on your behalf under this Agreement.

"Agreement" means this Home Equity Line Agreement and Disclosure Statement.

"Annual Percentage Rate" means the cost of your credit expressed as a yearly rate. The Annual Percentage Rate for your Account will be calculated as set forth below in the ANNUAL PERCENTAGE RATE section of this Agreement.

"Application" means your request to Lender for the establishment of a Home Equity Line in a manner approved by Lender.

"Authorized User" means any person permitted by you to obtain credit under your Account, whether or not named in your Application. There may be multiple Authorized Users at any particular time.

"Billing Cycle" means the time period that elapses between regular Monthly Billing Statements.

"Change Date" means the date on which a different Annual Percentage Rate may apply to your Account, as set forth below in the ANNUAL PERCENTAGE RATE section of this Agreement.

"Closing Date" means the date of the last day of a Billing Cycle.

"Collateral" means the property you have pledged to secure your Account, as evidenced by the Mortgage or



other security instrument you have granted to Lender in connection with this Agreement.

"Credit Limit" means the maximum amount of credit available to you on your Account as established by Lender as set forth below in the CREDIT LIMIT section of this Agreement.

"Daily Periodic Rate" means 1/365th of the applicable Annual Percentage Rate as calculated in the ANNUAL PERCENTAGE RATE section of this Agreement, set forth below.

"Draw Period" means the period of time after your Account is opened during which you may obtain Advances under the terms of this Agreement.

"Finance Charge" means the cost of credit extended to you on your Account, as determined by Lender, expressed as a dollar amount.

"Minimum Monthly Payment" means the minimum allowable payment as calculated in the MINIMUM PAYMENT REQUIREMENTS section of this Agreement, set forth below.

"Monthly Billing Statement" means the statement sent to you on a monthly basis reflecting all charges and credits to your Account during the Billing Cycle.

"New Balance" means the total of the Previous Balance, plus Advances, plus Finance Charge, plus other applicable fees and charges, minus payments and credits, posted to your Account during a Billing Cycle.

"Payment Due Date" means the date on which payment on your account is due. The Payment Due Date is specified on your Monthly Billing Statement.

"Previous Balance" means the balance of your Account at the beginning of a Billing Cycle. This amount is carried over from the New Balance on your Monthly Billing Statement from the month before.

"Protective Advance" means an advance of funds made by Lender, under the terms of this Agreement, to protect Lender's security interest in the Collateral, as set forth below in the sections ADVANCES, SECURITY INTEREST and DEFAULT AND ACCELERATION. Protective Advances will be charged to your Account as an Advance.

**PROMISE TO PAY.** *You promise to pay Lender all amounts charged to your Account by you or any Authorized User who has access to your Account with the actual, apparent, or implied authority to use the Account, including finance charges and other costs and fees, and to the extent permitted by law, reasonable attorney fees, and costs of collection, pursuant to the terms of this Agreement. If your Account is a joint Account, all liability is joint and several.*

**ADVANCES.** You may, from time to time, request Advances under your Account by the use of checks, telephonic transfers, or internet banking transfers furnished or made available to you by Lender. If the Account is opened jointly, all borrowers are authorized to request Advances, not exceeding the Credit Limit, and all borrowers agree to be jointly and severally responsible for each and all Advances.

Lender is not obligated to honor any Access Devices other than those supplied or approved by Lender. Lender also is not obligated to honor any Access Device that would cause you to exceed your Credit Limit or that is presented after credit privileges on your Account have been suspended. If Lender allows you to exceed your Credit Limit, the principal amount you owe in excess of your Credit Limit after deducting Protective Advances will be unsecured.

**TRANSACTION REQUIREMENTS.** The following transaction requirements apply to your Account:

*You agree that any Advance that you may request at any particular time shall be in increments of \$100.00. Any*

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attempt to access your Account for amounts other than this increment, or multiples of this increment, may be denied by Lender and any Access Device written for other than this increment, or multiples of this increment, may be returned unpaid by Lender.

**CANCELLED CHECKS.** Cancelled checks will not be returned to you, but if you make a specific request, Lender will provide photocopies of cancelled checks free of charge.

**CREDIT LIMIT.** This Account has a Credit Limit, at any one time outstanding, of \$44,000.00. *You agree to keep the unpaid balance of your Account within the Credit Limit.* If Lender allows Advances which cause this limit to be exceeded, you agree to repay the excess immediately upon demand.

**FEES AND CHARGES.** The following fees and charges are payable, or have been paid, in connection with your Account.

**Application Fees.** You paid the following fees and charges at the time of application:

Processing Fee

\$ 93.00

**Third Party Costs.** The following fees and charges are payable, or have been paid, to third parties in connection with your Account:

Register & Recorder

\$ 30.50 - 32.50

Title Search

\$ 15.00

Flood Determination

\$ 15.00

**HAZARD INSURANCE.** *You agree to insure the Collateral through a company of your choice subject to Lender's reasonable approval, and you further agree to pay any costs associated with obtaining and maintaining such insurance. You agree to name Lender as loss payee, or, at Lender's request, mortgagee, in the insurance policy. You agree to deliver satisfactory evidence of such insurance to Lender upon request.*

**MINIMUM PAYMENT REQUIREMENTS.** Your Account will have a Minimum Monthly Payment during the Draw Period and Repayment Period as described below. The Minimum Monthly Payment may be increased for any amount past due, any amount by which the Credit Limit is exceeded, and all other charges. Minimum payment requirements apply regardless of payments made in prior months but are subject to your right to withhold payment of amounts that you have disputed under disclosed billing error resolution procedures. Payment will be due on the Payment Due Date specified in your Monthly Billing Statement. Subject to the minimum payment requirements described in this Section, you may pay any or all parts of your outstanding balance at any time without penalty. *All payments you make on your Account shall be in lawful money of the United States of America.*

**Draw Period.** You can obtain advances of credit for 15 years (the "Draw Period"). During the Draw Period, payments will be due monthly. Your Minimum Monthly Payment will be equal to the greater of 1.000% of the outstanding balance of your Account as of the closing date of each billing statement or \$75.00, unless your unpaid balance is less than the latter amount, in which case your Minimum Monthly Payment will be that amount.

**Repayment Period.** After the Draw Period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance over 15 years (the "Repayment Period"). During the Repayment Period, payments will be due monthly. Your Minimum Monthly Payment payment during the Repayment Period will be calculated in the same way as it was during the Draw Period.

**LATE PAYMENT.** *If the Minimum Monthly Payment is more than 15 days late, Lender will impose a late charge of the greater of \$20.00 or 10.000% of the payment past due to compensate Lender for administrative costs arising from the late payment.*

**APPLICATION OF PAYMENTS.** Lender reserves the right to apply payments received in payment of your Account in any manner Lender may choose, in Lender's sole discretion, unless a specific order is required by

law.

**FINANCE CHARGE.** A Finance Charge will be assessed on the Daily Balance of your Account for every day of your Billing Cycle. A Finance Charge begins to accrue whenever an Advance is posted to your Account, regardless of when and how much you pay after being billed. To get the Daily Balance, Lender takes the beginning balance of your Account for every day of the Billing Cycle, adds all new Advances, subtracts all payments and credits, all unpaid late charges, all unpaid Finance Charges, and all other charges. This gives Lender the daily balance. Lender figures the Finance Charge on your Account by multiplying the applicable Daily Periodic Rate by the Daily Balance of your Account for each day in the Billing Cycle. These amounts are then added together. The resulting sum is the amount of Finance Charge for the Billing Cycle.

**ANNUAL PERCENTAGE RATE.** Your Account will be subject to a variable Annual Percentage Rate equal to the Wall Street Journal published Prime Rate (if published in a range, the highest number in the range will be used) in effect on the Change Date ("Index"), plus 3.000 percentage points ("Margin"). A change in the Index will cause a change in the Annual Percentage Rate as of the Change Date, which is the first day of the Billing Cycle following an Index change. Increases or decreases in the Annual Percentage Rate will result in like increases or decreases in the Finance Charge you owe on your Account, but will not affect the calculation of your Minimum Monthly Payment. Your Account is currently subject to a Daily Periodic Rate of .1990% and an **\*\*\*ANNUAL PERCENTAGE RATE\*\*\*** of 7.000%. In any event, your Annual Percentage Rate will never be more than 18.000% per annum. Except as limited by the maximum amount there is no limit on the amount the Annual Percentage Rate can increase or decrease on any Change Date. This Annual Percentage Rate does not include costs other than interest. You understand that the reference to the Index specified in this Agreement is solely for the purpose of establishing an Index from which the Annual Percentage Rate actually assessed on your Account will be determined and that the Annual Percentage Rate is figured by referencing the Index specified and not by referencing the actual rate of interest charged by any institution to any particular borrower(s).

**IRREGULAR PAYMENTS.** Lender's acceptance of late payments or partial payments, or payments marked "payment in full," or bearing language to the same effect, will not operate as a waiver of any of its rights under this Agreement. Lender's acceptance of such irregular payments will not affect your unpaid balance as reflected in Lender's records except to the extent that such payments would affect your unpaid balance were such payments not irregular.

**ACCOUNT ACCESS AND LOST ACCESS DEVICES.** All Access Devices, including checks, telephonic transfer access codes, and internet banking transfer access codes, are the property of Lender. You agree to return all Access Devices in your possession upon Lender's request if, at the time of the request, Advances have been suspended or terminated. *You will immediately notify Lender if you or any Authorized User loses or misplaces any Access Device, or you believe your Telephonic transfer or Internet Banking transfer Access Code (personal identification number) has been stolen. If you lose an Access Device which is a check and if the check is presented to and honored by Lender, then at Lender's option, you will be liable for up to the stated face amount of the check.*

**MONTHLY STATEMENTS AND NOTICES.** Lender will send a Monthly Billing Statement showing the transactions on your Account during the preceding Billing Cycle. You agree to review each statement and advise Lender in writing of any errors or problems within sixty (60) days after Lender sends you the first Monthly Billing Statement on which the error or problem appears. Likewise, *you agree to notify Lender promptly and in writing of any change in your address.* Each Monthly Billing Statement is deemed to be a correct statement of your Account unless you establish a billing error under the Federal Truth In Lending Act.

**SECURITY INTEREST.** *You give Lender a mortgage on real property ("Mortgage"), or a security interest in a dwelling which is personal property, as applicable, as Collateral to secure all Advances up to your Credit Limit. However, Protective Advances are secured by the Collateral even if they cause the Account balance to exceed the Credit Limit. You agree to fully cooperate with Lender at its request and do whatever is necessary for Lender to take or continue its interest in the property that is intended to be Collateral for your Account. Except for liens described in the Mortgage or other security instrument delivered to Lender, you agree not to permit, create, or allow any mortgage, encumbrance, or other lien on the Collateral described in the Mortgage or security instrument without Lender's prior written consent. The Collateral given under this SECURITY INTEREST Section is to secure the performance of the covenants in this Agreement, including, without limitation, repayment of all Advances and payment of accrued Finance Charge and other charges.*

Even if any provision contained in any other document related to this Agreement says otherwise, it is specifically understood and agreed that the only security interest given to Lender for the purposes of this Agreement is in your dwelling.

**RIGHT OF RESCISSION.** If your Account is secured by a security interest in your principal residence, you are entitled to a three (3) day right of rescission under federal law. By obtaining the first Advance of your Account, you warrant and acknowledge that before the Advance, more than the (3) business days passed from the time Lender provided all of the individuals entitled to rescind the Mortgage with two (2) copies each of the notice of right of rescission, as well as copies of Truth in Lending Disclosures (at application and closing, including the Truth in Lending disclosures contained in this Agreement) and a copy of the Home Equity Brochure published by the Federal Reserve Board, and that no person entitled to rescind has exercised this right of rescission.

**NOTIFICATION OF INTENT TO SELL PROPERTY.** *You agree to give Lender prior written notice of any intended sale or other transfer, whether as security or otherwise, of property which is collateral for the amounts due under this Agreement. You acknowledge and agree that the sale or other transfer of such property without Lender's written consent is a default under this Agreement. Further, you agree that this loan cannot be assumed by any other party nor can title to the property be taken subject to this Agreement.*

**PAYABLE ON DEMAND.** If you are an Executive Officer of Lender, and Lender is a depository institution, and applicable State and/or Federal law dealing with credit extended by Lender to its Executive Officers so requires, your Account shall become immediately due and payable upon demand.

**DEFAULT AND ACCELERATION.** You will be in "default" if:

- (a) You fail to make payments according to the terms of this Agreement, including, to the extent permitted by law, through the filing of a bankruptcy action; or
- (b) You make a false or misleading statement, including any act of omission, on your Account application or in any representation to Lender while your Account is open, to the extent that fraud or misrepresentation as determined by state law occurs; or
- (c) You act or fail to act in a way that adversely affects the Collateral or any rights of Lender in the Collateral; or
- (d) You are an Executive Officer of Lender and applicable state and/or federal law dealing with credit extended by us to you specifically requires that as a condition of your Account the credit shall become due and payable on demand.

If you are in default as provided for above, Lender may, after any required notices and to the extent permitted by law, terminate your Account and declare the entire balance of your Account immediately due and payable. At Lender's option, Lender may instead, after any required notice and to the extent permitted by law, temporarily or permanently prohibit additional Advances or reduce your Credit Limit. However, even if your Account is terminated, Advances suspended, or Credit Limit reduced, Lender may still, but is not required to, make Protective Advances to protect its interest in the Collateral. All Protective Advances are subject to the terms of

this Agreement and are secured by the Collateral.

**CANCELLATION.** You may cancel your Account at any time by notifying Lender in writing. If two or more persons are obligated under this Agreement, any one of them may provide Lender with a written request not to permit further Advances under this Agreement, which request Lender may honor. If such an action occurs and the person who made the request to Lender subsequently requests in writing that Lender reinstate all privileges, Lender will do so unless other conditions permit Lender to suspend Advances.

**TEMPORARY SUSPENSION OF CREDIT AND/OR REDUCTION OF CREDIT LIMIT.** Lender may, after any required notice and to the extent permitted by law, temporarily prohibit Advances and/or reduce your Credit Limit if:

The value of the dwelling securing your Account declines such that the initial difference between the Credit Limit and the available equity, based on the appraised value for the purposes of your Account, is reduced by 50% or more; or

Lender reasonably believes that you will not be able to meet your Account repayment requirements due to a material change in your financial condition; or

You are in default of a material obligation under this Agreement (your material obligations for this purpose are in *italics* in this Agreement); or

Government action prevents Lender from imposing the Annual Percentage Rate called for, or impairs Lender's security for your Account such that the value of the Collateral is less than 120% of your Credit Limit; or

A regulatory agency notifies Lender that continued Advances would constitute an unsafe and unsound practice; or

The Annual Percentage Rate would exceed the maximum rate allowed under your Account.

If Lender temporarily prohibits Advances or reduces your Credit Limit because any of the above conditions exist, within three business days after the time such action is taken, Lender will mail or deliver a written notice of such action, including a reason for it, to each person who is affected. If Advances have been suspended or your Credit Limit reduced, you will have to make a written request to Lender for reinstatement of your credit privileges or Credit Limit to its prior level before Lender will consider such reinstatement. If you make such a request, Lender will investigate and determine whether the condition which caused Lender's action has changed. You will be notified of Lender's reinstatement action or that Lender's prior action remains in effect. If the condition which caused Lender's action has changed, but another condition exists which itself allows continued temporary suspension of credit and/or reduction of Credit Limit and/or Account termination, Lender may react to such condition in a manner consistent with this Agreement.

**WAIVERS.**

(a) To the extent permitted by law, you agree to waive presentment, notice of dishonor, and protest on behalf of yourself and all makers, sureties, guarantors, and endorsers of the Agreement. The obligations of this Agreement shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

(b) You agree to waive and release Lender from all defenses, rights, and claims you may have against any person or company honoring an Access Device or not permitting a Credit Purchase, except where such rights cannot be waived under the Fair Credit Billing Act (see STATEMENT OF BILLING RIGHTS) or other applicable law.

**GOVERNING LAW.** Except as federal law may apply, this Agreement is governed by the laws of Pennsylvania.

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**AMENDMENT.** Lender may change the terms of this Agreement, if the change is to your unequivocal benefit, by mailing or delivering notice to you of the change within the time limits described by the Federal Truth in Lending Act and Regulation Z. In addition, Lender may change the terms of this Agreement:

(a) If the stated Index used to determine the variable interest rate under this Agreement ceases to exist, in which case Lender may substitute an appropriate Margin and an appropriate and substantially similar Index; or

(b) If you agree to the change in writing; or

(c) If the change is insignificant, such as a change in Lender's address for sending a notice of an alleged billing error.

**TAX DEDUCTIBILITY.** You should consult a tax advisor regarding the deductibility of interest and charges under this equity line of credit.

**LIMITATION ON THE USE OF ADVANCED PROCEEDS.** *You agree that you will not use your line of credit to acquire or refinance a one-to-four family dwelling used to secure this Account.*

**SET-OFF.** To the extent permitted by law, Lender has the right to set off any mutual indebtedness. This right will not extend to any Keogh account or IRA.

**COLLECTION OF COSTS.** *To the extent permitted by law, you agree to reimburse Lender for all reasonable costs, expenses, and reasonable attorney fees incurred in enforcing its rights under this Agreement.* To the extent permitted by law, Lender may, but is not required to, make one or more Advances on your behalf to pay such costs, expenses, and fees.

**FUTURE INFORMATION.** *Whenever you seek an advance on your Account, Lender may require such proof as it deems necessary to verify your identity. You agree to provide information to update Lender's records related to your Account, and any other financial information related to you, at Lender's request.*

**BILLING STATEMENTS.** Lender will mail you a Monthly Billing Statement every month in which there is a debit or credit of more than one dollar (\$1.00) or whenever a Finance Charge has been imposed. Lender does not have to send you a Monthly Billing Statement if it believes that your Account is uncollectible or if it has started a collection proceeding.

**AGREEMENT ENFORCEMENT.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, all other provisions will remain in full force and effect. If you cancel your Account, or if your Account is terminated, this Agreement will remain in effect, to the extent applicable, as to any unpaid balance.

**ASSIGNMENT.** *This Agreement may not be assigned by you without Lender's prior written consent.* You understand and agree that Lender may assign this Agreement and the security interest securing it without your prior written consent.

**LENDER'S RIGHTS.** Lender does not lose any of its rights, whether arising under this Agreement, any other instrument related to this Agreement, by law, or otherwise, if it delays enforcing them or waives them in a particular instance.

**ADDITIONAL PROVISIONS.** You may authorize us to automatically deduct your monthly payment from your checking or savings Account with us. If the Automatic Payment Deduction is terminated for any reason, the interest rate on your Account will increase by 1/4 of 1%.

**SIGNATORY.** By signing below, you acknowledge that you are contractually liable under this Agreement. You also acknowledge receipt of a copy of this Agreement, Truth in Lending Disclosures provided by Lender to you at or about the time you requested an application, and a copy of the Home Equity Brochure published by the Federal Reserve Board.

Robert S. Stauffer 6-27-03  
Borrower's Signature/Date  
ROBERT S. STAUFFER  
Borrower's Printed Name

\_\_\_\_\_  
Borrower's Signature/Date

\_\_\_\_\_  
Borrower's Printed Name


Cheri Drew Stauffer 6-27-03  
Borrower's Signature/Date

\_\_\_\_\_  
Borrower's Printed Name

\_\_\_\_\_  
Borrower's Signature/Date

\_\_\_\_\_  
Borrower's Printed Name

LOAS - COLLATERAL

  
\$003180269245091373 BULK FILE  
ID: 188111 - 1 SHORT NAME: Stauffer, Robert S  
LOAN NUMBER: 46473841 NEW NOTE NUMBER:  
DOC CODE: L-RHEL-1 DOC: Home Equity Line Agreement  
USER: STHORP Date: 07/15/2003 08:45:57 AM



COUNTY NATIONAL BANK

August 5, 2004

**CERTIFIED MAIL:**

# 7106 3901 9842 7186 6576

# 7106 3901 9842 7186 6583

**First Class Mail**

Robert S. Stauffer II  
C/O Robert and Lynette Hefenfinger  
95 Cherry Lane  
Marysville, PA 17053

Cheri J. Stauffer  
14640 Stream Pond Drive  
Centreville, VA 20120

Re: County National Bank  
Delinquent Mortgage Account # 4647384-1

Dear Mr. and Ms. Stauffer:

The Mortgages, which you executed on June 27, 2003, in favor of County National Bank for \$44,000.00, are in default. The Mortgage is recorded in Clearfield County Record Book Instrument Number 200311780. This mortgage encumbers and place liens upon your property known as 609 Schofield St, Curwensville, Clearfield County, Pennsylvania, 16833.

You have failed to make the full monthly payments since May 2004, and are in default. The total amount of default is \$1,395.00, which includes \$127.00 in late charges.

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

1. First, you can bring your account current by paying County National Bank delinquent payments that total \$1,395.00; or,
2. Second, you can pay this mortgage off entirely by tendering \$44,824.62, which includes a balance of \$43,814.17; accrued interest through 08/05/04 of \$852.95; late charges of \$127.00; and loan satisfaction fee of \$30.50.

Interest will accrue at the rate of 9.0029116 a day from August 5, 2004.



Robert S. and Cheri I. Stauffer  
August 5, 2004  
Page 2

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

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to confess judgment against you. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$44,824.62, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by County National Bank, but in no event exceeding eight (8%) percent of the total indebtedness. If CNB obtains judgment against you for those amounts, it can then execute against your property, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, December 3, 2004.**

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

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

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

If you fail to cure your default within thirty (30) days, which is on or before September 5, 2004, the bank will confess judgment against you and institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



Patricia A. London  
Senior Credit Adjustor  
800-492-3221 Extension 186

2. Article Number:



7160 3901 9842 7186 6576

3. Service Type: **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

**ROBERT S STAUFFER II  
C/O ROBERT AND LYNETTE  
HEFENFINGER  
95 CHERRY LANE  
MARYSVILLE PA 17053**

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

**R.S. STAUFFER**

B. Date of Delivery

**8-9-04**

C. Signature

*Robert Stauffer*

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

PS Form 3811, January 2003

Domestic Return Receipt

7160 3901 9842 7186 6576

US Postal Service

**Certified  
Mail  
Receipt**

Domestic Mail Only  
No Insurance  
Coverage Provided

LOT Postage

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

\$

\$ **4.42**

Postmark  
Here

**8-6-04**

Sent To:

**ROBERT S STAUFFER II  
C/O ROBERT AND LYNETTE  
HEFENFINGER  
95 CHERRY LANE  
MARYSVILLE PA 17053**

PS Form 3800, January 2003

US Postal Service

**Certified Mail Receipt**

2

UNITED STATES POSTAL SERVICE



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

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



ATTN: *LOT*

COUNTY NATIONAL BANK

PO BOX 42

CLEARFIELD PA 16830-0042

**Certified Mail Provides:**

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

**Important Reminders:**

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

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

# QZ

[illegible]

7260 3901 9842 7286 6583

**RETURN RECEIPT REQUESTED**


☐ For  
☒ Not Returned  
☐ No Street Address  
☐ No Street Number  
☐ No Zip Code  
☐ No City Name  
☐ No State Name  
☐ No Country Name  
☐ No Postal Office Name  
☐ No Postal Office Address  
☐ No Postal Office City  
☐ No Postal Office State  
☐ No Postal Office Country  
☐ No Postal Office Zip Code  
☐ No Postal Office City Name  
☐ No Postal Office State Name  
☐ No Postal Office Country Name  
☐ No Postal Office Zip Code

~~CHERI I SHAUFFER  
14640 STREAM POND DRIVE  
CENTREVILLE VA 20120~~

**0689**

8/16/07  
8/27/07

CLEARFIELD  
AUG 06 '04  
PA


 = 4.42 =  
 U.S. POSTAGE

7160 3901 9842 7186 6583

US Postal Service  
**Certified**  
**Mail**  
**Receipt**  
*Domestic Mail Only*  
*No Insurance*  
*Coverage Provided*

Postage

**101**

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

**Total Postage & Fees**

\$ 4.42

Postmark  
Here

8-6-04

CHEN I SHAIFFER  
14640 STREAM POND DRIVE  
CENTREVILLE VA 20120

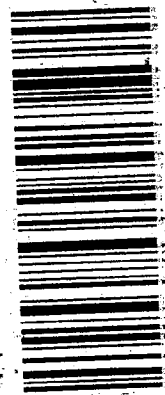
PS Form 3800, January 2003

US Postal Service

**Certified Mail Receipt**

PLACE STICKER AT TOP OF DOTTED LINE  
 ENVELOPE OR RETURN ADDRESS

2. Article Number



7160 3401 9842 7106 6583

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

**CHESTER I SHAEFFER  
 14640 STEWART ROAD DRIVE  
 CHERRYVILLE VA 20120**

PS Form 3811, January 2003

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent  
☐ Addressee

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

Domestic Return Receipt

**Certified Mail Provides:**

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

**Important Reminders:**

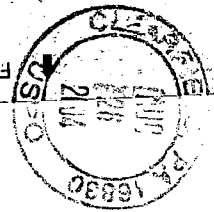
- ☐ Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- ☐ Certified Mail is not available for any class of international mail.
- ☐ NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- ☐ For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
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**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, January 2003 (Reverse)

Thank you for using Return Receipt Service

FOLD AND TEAR HERE



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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

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

COUNTY NATIONAL BANK

Sheriff Docket #

16408

VS.

04-1553-CD

STAUFFER, ROBERT S. a/k/a al

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW OCTOBER 12, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON C. IRENE STAUFFER a/k/a CHERI I. STUAFFER a/k/a CHERI IRENE STAUFFER, DEFENDANT BY CERT. MAIL # 7002 3150 0000 7854 5566 AT 14640 STREAM PONG DRIVE, CENTREVILLE, VA. 20120 BEING HER LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED (SIGNATURE UNKNOWN).

NOW OCTOBER 7, 2004, CARL NACE, SHERIFF OF PERRY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT S. STAUFFER a/k/a ROBERT S. STAUFFER, II a/k/a ROBERT S. STAUFFER, III, DEFENDANT.

NOW OCTOBER 26, 2004 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT S. STAUFFER a/k/a ROBERT S STAUFFER, II, a/k/a ROBERT S. STAUFFER, III, DEFENDANT BY DEPUTIZING THE SHERIFF OF PERRY COUNTY. THE RETURN OF SHERIFF NACE IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND" AS TO ROBERT S. STOUFFER. NO LONGER LIVES AT 95 CHERRY LANE, MARYSVILLE, PA. 17053.

**Return Costs**

Cost	Description
37.94	SHERIFF HAWKINS PAID BY: PLFF. CK# 280237
20.00	SURCHARGE PAID BY: PLFF. CK# 280236
44.00	PERRY CO. SHFF. PAID BY: PLFF.

Sworn to Before Me This

4<sup>th</sup> Day Of Nov 2004

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins

Sheriff

**FILED** <sup>ELK</sup>  
010:47:01  
NOV 04 2004

William A. Shaw  
Prothonotary/Clerk of Courts

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		A. Signature <b>X</b> <i>Full Holder</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: C. IRENE STAUFFER a/k/a CHERI I STAUFFER a/k/a CHERI IRENE STAUFFER 14640 Stream Pond Drive Centreville, VA. 20120		B. Received by (Printed Name)	C. Date of Delivery 10/12
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
		7002 3150 0000 7854 5566	



UNITED STATES POSTAL SERVICE



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

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

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

16408

33



7002 3150 0000 7854 5566

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

CENTREVILLE VA 20120

Postage	\$ 1.52
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 5.57</b>



**Sent To**  
**C. IRENE STAUFFER a/k/a CHERI L. STAUFFER**  
**Street, Apt. No., or PO Box No. a/k/a CHERI IRENE STAUFFER**  
**14640 Stream Pond Drive**  
**City, State, ZIP+4 Centreville, VA. 20120**

See Reverse for Instructions

**Certified Mail Provides:**

PS Form 3800, June 2002 (Reverse)

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

**Important Reminders:**

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

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

16408

## SHERIFF'S RETURN

In the Court of Common Pleas  
Of the 41<sup>st</sup> Judicial District  
of Pennsylvania-  
Perry County Branch

No. 2004-1553 CD-Clearfield County

County National Bank.

VS

Robert S. Stouffer  
95 Cherry Lane.  
Marysville, PA 17053

Carl E. Nace, Sheriff, who being duly sworn according to law, says that he made a diligent search and inquiry for the within named Defendant(s) to wit, **Robert S. Stouffer**, but was unable to locate **him/her** in his bailiwick. He therefore returns the within **Complaint in Mortgage Foreclosure** for the above named **Defendant(s) Robert S. Stouffer at 95 Cherry Lane. Marysville, PA 17053 NOT FOUND. Defendant no longer lives at this address.**

So Answers

*Carl E. Nace*  
Carl E. Nace

Sheriff of Perry County

Sworn and subscribed to before me  
this 26th day of October, 2004.

*Margaret F. Flickinger*  
Deputy





CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 16408

COUNTY NATIONAL BANK

VS

ROBERT S. STAUFFER a/k/a

TERM & NO. 04-1553-CD

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 11/05/2004

**MAKE REFUND PAYABLE TO:** COUNTY NATIONAL BANK

**SERVE:** ROBERT S. STAUFFER a/k/a ROBERT S. STAUFFER, II a/k/a ROBERT S. STAUFFER, III

**ADDRESS:** c/o Robert & Lynette Hefenfinger, 95 Cherry Lane, Marysville, Pa. 17053

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of  
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF  
PERRY COUNTY, Pennsylvania to execute this writ. This  
Deputation being made at the request and risk of the Plaintiff this 7th Day of  
OCTOBER 2004

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

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

(814) 765-5595  
FAX (814) 765-6662

E-mail  
pfsatty@uplink.net

October 4, 2004

Perry County Sheriff  
Perry County Courthouse  
Center Square  
P. O. Box 6  
New Bloomfield, PA 17068

Re: County National Bank v. Stauffer

Dear Sheriff:

I filed a Foreclosure Complaint in the matter above with the Clearfield County Prothonotary in Clearfield, Pennsylvania.

The Sheriff of Clearfield County has been directed to deputize you. He will forward one certified copy of the Complaint to you for service on Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III, Defendant, at the following address:

C/O Robert and Lynette Hefenfinger  
95 Cherry Lane  
Marysville, PA 17053

I enclose a check for your costs of service.

If you have any questions or additional information is needed, please do not hesitate to contact my office.

Sincerely,



Peter F. Smith

PFS/hab

Enclosure

cc: Lori D. Trumbull, County National Bank

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004- 1553-CD

Type of Case:  
**FORECLOSURE**

Type of Pleading:  
**COMPLAINT**

Filed on Behalf of:  
**PLAINTIFF**

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

04 OCT 11 AM 9:38

SHERIFF'S OFFICE  
PERRY COUNTY

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

OCT 06 2004

Attest.

*William L. 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

ROBERT S. STAUFFER a/k/a ROBERT S. :  
STAUFFER, II a/k/a ROBERT S. :  
STAUFFER, III and C. IRENE STAUFFER :  
a/k/a CHERI I. STAUFFER a/k/a CHERI :  
IRENE STAUFFER, :  
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



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2004- -CD

ROBERT S. STAUFFER a/k/a ROBERT S. :  
STAUFFER, II a/k/a ROBERT S. :  
STAUFFER, III and C. IRENE STAUFFER :  
a/k/a CHERI I. STAUFFER a/k/a CHERI :  
IRENE STAUFFER, :  
Defendants :

**NOTICE TO DEFEND**

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**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF  
YOU DO NOT HAVE OR CANNOT AFFORD A LAWYER, GO TO OR  
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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.

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

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2004- -CD

ROBERT S. STAUFFER a/k/a ROBERT S. :  
STAUFFER, II a/k/a ROBERT S. :  
STAUFFER, III and C. IRENE STAUFFER :  
a/k/a CHERI I. STAUFFER a/k/a CHERI :  
IRENE STAUFFER, :  
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 **ROBERT S. STAUFFER a/k/a ROBERT S. STAUFFER, II a/k/a ROBERT S. STAUFFER, III**, whose last known address is C/O Robert and Lynette Hefenfinger, 95 Cherry Lane, Marysville, Pennsylvania, 17053.

3. The name of the second Defendant is **C. IRENE STAUFFER a/k/a CHERI I. STAUFFER a/k/a CHERI IRENE STAUFFER** whose last known address is 14640 Stream Pond Drive, Centreville, Virginia 20120.

4. The parcel of real estate subject to this action consists of a house and garage on a lot known as 609 Schofield Street, Curwensville, Clearfield County Pennsylvania 16833, identified by Clearfield County Tax Map No. 6.2-H10-287-23 and is more particularly described as follows:

**ALL that certain piece, parcel or tract of land situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:**

**BEGINNING at a post, corner of lot now or formerly of Harry Fisher and Pearl Fisher and Scofield Street; thence in a northwesterly direction 50.2 feet to a post at corner of other lot now or formerly of Isabell Miller; thence by said last mentioned North 26 degrees 30 minutes East 131 feet to a post at an alley; thence South 63 degrees 30 minutes East 50 feet to a post at lot now or formerly of Harry Fisher and Pearl Fisher; thence by said last mentioned lot South 26 degrees 30 minutes West 141 feet to a post at Scofield Street and place of beginning.**

**BEING the same premises conveyed to Robert S. Stauffer, III and C. Irene Stauffer by deed dated January 23, 2002 and recorded at Clearfield County Instrument Number 200201805.**

5. The Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated June 27, 2003, for principal debt of \$44,000.00, together with interest.

Said mortgage was recorded at Clearfield County Instrument Number 200311780. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

6. Defendants also executed a Home Equity Line Agreement and Disclosure Statement in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$44,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said agreement 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 May 30, 2004, the Defendants failed to make the full monthly payment of \$442.00, 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 \$2,366.20 as of September 21, 2004.

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

13. The Mortgage and Note entitle County National Bank 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 September 21, 2004, are as follows:

a)	Balance	\$43,814.17
b)	Late Charge	\$ 215.20
c)	Interest Due to 9/21/04	\$ 1,285.39
d)	Interest accruing after 9/21/04 at \$9.3030087 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50

PRELIMINARY TOTAL	\$45,345.26
<b>FINAL TOTAL</b>	<b>\$</b>

15. The Defendants have abandoned this property. Therefore, the Defendants are not entitled to the notices required by Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 *et seq.*, 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.*,

16. On August 5, 2004, Plaintiff sent to Defendants by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at their last known address advising them of their default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

17. True and correct copies of the certified mail receipts postmarked by the U. S. Postal

Service are attached hereto and incorporated herein by reference as Exhibit D.

18. The certified mail for Defendant Cheri I. Stauffer was returned by the Postal Service marked "Unclaimed" to Plaintiff. The Plaintiff also sent the letter by First Class Mail with Plaintiff's address clearly marked on the envelope. Defendant's notice was not returned by the Postal Service.

19. 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 letter.

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:

10/4/08



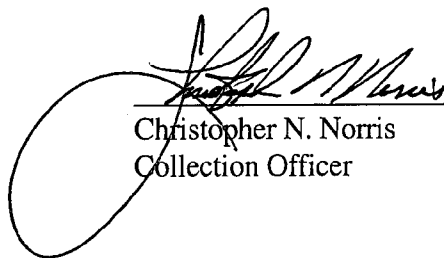
Peter F. Smith, Esquire  
Attorney for Plaintiff  
P. O. Box 130, 30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

stuffy

AFFIDAVIT

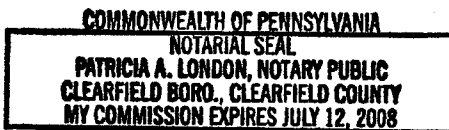
STATE OF PENNSYLVANIA :  
 : SS  
COUNTY OF CLEARFIELD :

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 29<sup>th</sup> day of  
September, 2004.

  
\_\_\_\_\_  
Notary Public



KAREN L. STARCK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 PENNSYLVANIA  
 INSTRUMENT NUMBER  
 200311780  
 RECORDED ON  
 JUN 07, 2003  
 9:00:53 AM  
 Total Pages: 6

RECORDING FEE: \$17.00  
 L. FEE  
 DEED IMPROVEMENT \$2.00  
 DEED  
 FENCED IMPROVEMENT \$3.00  
 ACCESS TO \$10.00  
 DEED  
 FINE WRIT TAX \$0.50  
 G.A. \$32.50  
 CUSTOMER  
 COUNTY NATIONAL BANK

[Space Above This Line For Recording Data]

## OPEN END MORTGAGE

\*\*\*THIS IS A FUTURE ADVANCE MORTGAGE\*\*\*

THIS MORTGAGE ("Security Instrument") is given on June 27, 2003

The mortgagor is Robert S Stauffer III and C Irene Stauffer

whose address is 609 Schofield St, Curwensville, PA 16833-1439

("Borrower"). This Security Instrument is given to  
 County National Bank

existing under the laws of Pennsylvania

1 South Second Street, Clearfield, PA 16830-0042

("Lender"). Borrower has entered into a Home Equity Credit Agreement

Lender as of the 27th day of June, 2003

obtain advances not to exceed, at any time, a \*\*\*MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)\*\*\* of

FORTY FOUR THOUSAND DOLLARS AND ZERO CENTS

Dollars (U.S. \$ 44,000.00

) ("Credit Limit"). Any party interested in the details related to Lender's continuing

obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the

repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the

Contract; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security

Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this

purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in

Clearfield

County, Pennsylvania:

Tax key/parcel #:

Curwensville Borough, Instrument # 200201805

which has the address of 609 Schofield St

Curwensville

[Street]

[City]

Pennsylvania 16833-1439

[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."

By initialing, I acknowledge this is page 1 of 6  
 of the Open End Mortgage.

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 ITEM 424PAL1 (0012A) Page 1 of 6

Compliance Systems, Inc.  
 To Order: Call 800-868-8522 Fax 616-956-1868



**BORROWER COVENANTS** that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and any late charges or any other fees and charges due under the Contract.

**2. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**4. Preservation, Maintenance and Protection of the Property.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

By initialing, I acknowledge this is page 2 of 6  
of the Open End Mortgage.

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**5. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Contract and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

**9. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but has no personal liability under the Contract: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Contract without that Borrower's consent.

By initialing, I acknowledge this is page 3 of 6  
of the Open End Mortgage.

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**10. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such 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 Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.

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

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

**13. Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

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

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

**15. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Contract as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

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

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

As in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

By initialing, I acknowledge this is page 4 of 6  
of the Open End Mortgage.

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17. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (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 bring a court action to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by law.

18. **Release.** Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. **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.

20. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 15 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

21. **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.

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

23. **Additional Provision(s).**

By Initialing, I acknowledge this is page 5 of 6  
of the Open End Mortgage.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument.

Witnesses:

[Signature]

[Signature]

Cheri I Stauffer 6-27-03 (Seal)  
Cheri I Stauffer -Borrower

Robert S Stauffer II 6-27-03 (Seal)  
Robert S Stauffer II -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

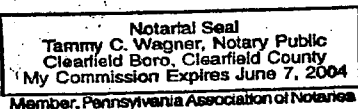
COMMONWEALTH OF Pennsylvania

Clearfield County ss:

On this 27<sup>th</sup> day of June, 2003

Robert S. Stauffer II and Cheri I Stauffer aka C. Irene Stauffer  
known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Tammy C. Wagner  
Notary Public  
\_\_\_\_\_  
Title of Officer

#### CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Lender herein,  
County National Bank

is as follows: 1 South Second St  
PO Box 42  
Clearfield, Pennsylvania 16830-0042

[Signature]  
Attorney or Agent for Lender

This instrument was prepared by:  
Tammy Wagner  
County National Bank  
1 South Second St  
PO Box 42  
Clearfield, PA 16830-0042

After recording return to:  
County National Bank  
Attn: Consumer Loan Department  
1 South Second Street  
PO Box 42  
Clearfield, PA 16830

*Increase*

COUNTY NATIONAL BANK  
PO BOX 42  
CLEARFIELD, PA 16830

**HOME EQUITY LINE AGREEMENT AND DISCLOSURE STATEMENT**

Date: June 27, 2003

Account Number: 4647384

Officer: William A. Franson

Credit Limit: 44,000.00

Borrower(s) Name(s) and Address(es):

Robert S Stauffer II Cheri I Stauffer

609 Schofield St, Curwensville PA 16833-1439

Thank you for requesting a Home Equity Line. This is the Agreement governing its use.

In this Agreement, the words "you" and "your" refer to all persons (individually and, if more than one, jointly) who sign this Agreement. The words "we," "our," "us" and "Lender" refer to COUNTY NATIONAL BANK, with which you maintain a Home Equity Line, or any other person or entity to which COUNTY NATIONAL BANK assigns this Agreement, or any of its rights under this Agreement.

**DEFINITIONS.** In relation to your Account and this Agreement, the following words shall have the meaning indicated:

"Access Device" means a device or method of access, such as a check, a telephonic transfer, or an internet banking transfer, through which you can request an Advance.

"Account" means the Home Equity Line approved by Lender for your use.

"Advance" means an extension of credit to you or on your behalf under this Agreement.

"Agreement" means this Home Equity Line Agreement and Disclosure Statement.

"Annual Percentage Rate" means the cost of your credit expressed as a yearly rate. The Annual Percentage Rate for your Account will be calculated as set forth below in the ANNUAL PERCENTAGE RATE section of this Agreement.

"Application" means your request to Lender for the establishment of a Home Equity Line in a manner approved by Lender.

"Authorized User" means any person permitted by you to obtain credit under your Account, whether or not named in your Application. There may be multiple Authorized Users at any particular time.

"Billing Cycle" means the time period that elapses between regular Monthly Billing Statements.

"Change Date" means the date on which a different Annual Percentage Rate may apply to your Account, as set forth below in the ANNUAL PERCENTAGE RATE section of this Agreement.

"Closing Date" means the date of the last day of a Billing Cycle.

"Collateral" means the property you have pledged to secure your Account, as evidenced by the Mortgage or

other security instrument you have granted to Lender in connection with this Agreement.

"Credit Limit" means the maximum amount of credit available to you on your Account as established by Lender as set forth below in the CREDIT LIMIT section of this Agreement.

"Daily Periodic Rate" means 1/365th of the applicable Annual Percentage Rate as calculated in the ANNUAL PERCENTAGE RATE section of this Agreement, set forth below.

"Draw Period" means the period of time after your Account is opened during which you may obtain Advances under the terms of this Agreement.

"Finance Charge" means the cost of credit extended to you on your Account, as determined by Lender, expressed as a dollar amount.

"Minimum Monthly Payment" means the minimum allowable payment as calculated in the MINIMUM PAYMENT REQUIREMENTS section of this Agreement, set forth below.

"Monthly Billing Statement" means the statement sent to you on a monthly basis reflecting all charges and credits to your Account during the Billing Cycle.

"New Balance" means the total of the Previous Balance, plus Advances, plus Finance Charge, plus other applicable fees and charges, minus payments and credits, posted to your Account during a Billing Cycle.

"Payment Due Date" means the date on which payment on your account is due. The Payment Due Date is specified on your Monthly Billing Statement.

"Previous Balance" means the balance of your Account at the beginning of a Billing Cycle. This amount is carried over from the New Balance on your Monthly Billing Statement from the month before.

"Protective Advance" means an advance of funds made by Lender, under the terms of this Agreement, to protect Lender's security interest in the Collateral, as set forth below in the sections ADVANCES, SECURITY INTEREST and DEFAULT AND ACCELERATION. Protective Advances will be charged to your Account as an Advance.

**PROMISE TO PAY.** *You promise to pay Lender all amounts charged to your Account by you or any Authorized User who has access to your Account with the actual, apparent, or implied authority to use the Account, including finance charges and other costs and fees, and to the extent permitted by law, reasonable attorney fees, and costs of collection, pursuant to the terms of this Agreement. If your Account is a joint Account, all liability is joint and several.*

**ADVANCES.** You may, from time to time, request Advances under your Account by the use of checks, telephonic transfers, or internet banking transfers furnished or made available to you by Lender. If the Account is opened jointly, all borrowers are authorized to request Advances, not exceeding the Credit Limit, and all borrowers agree to be jointly and severally responsible for each and all Advances.

Lender is not obligated to honor any Access Devices other than those supplied or approved by Lender. Lender also is not obligated to honor any Access Device that would cause you to exceed your Credit Limit or that is presented after credit privileges on your Account have been suspended. If Lender allows you to exceed your Credit Limit, the principal amount you owe in excess of your Credit Limit after deducting Protective Advances will be unsecured.

**TRANSACTION REQUIREMENTS.** The following transaction requirements apply to your Account:

*You agree that any Advance that you may request at any particular time shall be in increments of \$100.00. Any*

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attempt to access your Account for amounts other than this increment, or multiples of this increment, may be denied by Lender and any Access Device written for other than this increment, or multiples of this increment, may be returned unpaid by Lender.

**CANCELLED CHECKS.** Cancelled checks will not be returned to you, but if you make a specific request, Lender will provide photocopies of cancelled checks free of charge.

**CREDIT LIMIT.** This Account has a Credit Limit, at any one time outstanding, of \$44,000.00. *You agree to keep the unpaid balance of your Account within the Credit Limit.* If Lender allows Advances which cause this limit to be exceeded, you agree to repay the excess immediately upon demand.

**FEES AND CHARGES.** The following fees and charges are payable, or have been paid, in connection with your Account.

**Application Fees.** You paid the following fees and charges at the time of application:  
Processing Fee

\$ 93.00

**Third Party Costs.** The following fees and charges are payable, or have been paid, to third parties in connection with your Account:

Register & Recorder  
Title Search  
Flood Determination

\$ 30.50 - 32.50  
\$ 15.00  
\$ 15.00

**HAZARD INSURANCE.** *You agree to insure the Collateral through a company of your choice subject to Lender's reasonable approval, and you further agree to pay any costs associated with obtaining and maintaining such insurance. You agree to name Lender as loss payee, or, at Lender's request, mortgagee, in the insurance policy. You agree to deliver satisfactory evidence of such insurance to Lender upon request.*

**MINIMUM PAYMENT REQUIREMENTS.** Your Account will have a Minimum Monthly Payment during the Draw Period and Repayment Period as described below. The Minimum Monthly Payment may be increased for any amount past due, any amount by which the Credit Limit is exceeded, and all other charges. Minimum payment requirements apply regardless of payments made in prior months but are subject to your right to withhold payment of amounts that you have disputed under disclosed billing error resolution procedures. Payment will be due on the Payment Due Date specified in your Monthly Billing Statement. Subject to the minimum payment requirements described in this Section, you may pay any or all parts of your outstanding balance at any time without penalty. *All payments you make on your Account shall be in lawful money of the United States of America.*

**Draw Period.** You can obtain advances of credit for 15 years (the "Draw Period"). During the Draw Period, payments will be due monthly. Your Minimum Monthly Payment will be equal to the greater of 1.000% of the outstanding balance of your Account as of the closing date of each billing statement or \$75.00, unless your unpaid balance is less than the latter amount, in which case your Minimum Monthly Payment will be that amount.

**Repayment Period.** After the Draw Period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance over 15 years (the "Repayment Period"). During the Repayment Period, payments will be due monthly. Your Minimum Monthly Payment during the Repayment Period will be calculated in the same way as it was during the Draw Period.

**LATE PAYMENT.** *If the Minimum Monthly Payment is more than 15 days late, Lender will impose a late charge of the greater of \$20.00 or 10.000% of the payment past due to compensate Lender for administrative costs arising from the late payment.*

**APPLICATION OF PAYMENTS.** Lender reserves the right to apply payments received in payment of your Account in any manner Lender may choose, in Lender's sole discretion, unless a specific order is required by



law.

**FINANCE CHARGE.** A Finance Charge will be assessed on the Daily Balance of your Account for every day of your Billing Cycle. A Finance Charge begins to accrue whenever an Advance is posted to your Account, regardless of when and how much you pay after being billed. To get the Daily Balance, Lender takes the beginning balance of your Account for every day of the Billing Cycle, adds all new Advances, subtracts all payments and credits, all unpaid late charges, all unpaid Finance Charges, and all other charges. This gives Lender the daily balance. Lender figures the Finance Charge on your Account by multiplying the applicable Daily Periodic Rate by the Daily Balance of your Account for each day in the Billing Cycle. These amounts are then added together. The resulting sum is the amount of Finance Charge for the Billing Cycle.

**ANNUAL PERCENTAGE RATE.** Your Account will be subject to a variable Annual Percentage Rate equal to the Wall Street Journal published Prime Rate (if published in a range, the highest number in the range will be used) in effect on the Change Date ("Index"), plus 3.000 percentage points ("Margin"). A change in the Index will cause a change in the Annual Percentage Rate as of the Change Date, which is the first day of the Billing Cycle following an Index change. Increases or decreases in the Annual Percentage Rate will result in like increases or decreases in the Finance Charge you owe on your Account, but will not affect the calculation of your Minimum Monthly Payment. Your Account is currently subject to a Daily Periodic Rate of .1990% and an **\*\*\*ANNUAL PERCENTAGE RATE\*\*\*** of 7.000%. In any event, your Annual Percentage Rate will never be more than 18.000% per annum. Except as limited by the maximum amount there is no limit on the amount the Annual Percentage Rate can increase or decrease on any Change Date. This Annual Percentage Rate does not include costs other than interest. You understand that the reference to the Index specified in this Agreement is solely for the purpose of establishing an Index from which the Annual Percentage Rate actually assessed on your Account will be determined and that the Annual Percentage Rate is figured by referencing the Index specified and not by referencing the actual rate of interest charged by any institution to any particular borrower(s).

**IRREGULAR PAYMENTS.** Lender's acceptance of late payments or partial payments, or payments marked "payment in full," or bearing language to the same effect, will not operate as a waiver of any of its rights under this Agreement. Lender's acceptance of such irregular payments will not affect your unpaid balance as reflected in Lender's records except to the extent that such payments would affect your unpaid balance were such payments not irregular.

**ACCOUNT ACCESS AND LOST ACCESS DEVICES.** All Access Devices, including checks, telephonic transfer access codes, and Internet banking transfer access codes, are the property of Lender. You agree to return all Access Devices in your possession upon Lender's request if, at the time of the request, Advances have been suspended or terminated. *You will immediately notify Lender if you or any Authorized User loses or misplaces any Access Device, or you believe your Telephonic transfer or Internet Banking transfer Access Code (personal identification number) has been stolen. If you lose an Access Device which is a check and if the check is presented to and honored by Lender, then at Lender's option, you will be liable for up to the stated face amount of the check.*

**MONTHLY STATEMENTS AND NOTICES.** Lender will send a Monthly Billing Statement showing the transactions on your Account during the preceding Billing Cycle. You agree to review each statement and advise Lender in writing of any errors or problems within sixty (60) days after Lender sends you the first Monthly Billing Statement on which the error or problem appears. *Likewise, you agree to notify Lender promptly and in writing of any change in your address.* Each Monthly Billing Statement is deemed to be a correct statement of your Account unless you establish a billing error under the Federal Truth In Lending Act.

**SECURITY INTEREST.** *You give Lender a mortgage on real property ("Mortgage"), or a security interest in a dwelling which is personal property, as applicable, as Collateral to secure all Advances up to your Credit Limit. However, Protective Advances are secured by the Collateral even if they cause the Account balance to exceed the Credit Limit. You agree to fully cooperate with Lender at its request and do whatever is necessary for Lender to take or continue its interest in the property that is intended to be Collateral for your Account. Except for liens described in the Mortgage or other security instrument delivered to Lender, you agree not to permit, create, or allow any mortgage, encumbrance, or other lien on the Collateral described in the Mortgage or security instrument without Lender's prior written consent. The Collateral given under this SECURITY INTEREST Section is to secure the performance of the covenants in this Agreement, including, without limitation, repayment of all Advances and payment of accrued Finance Charge and other charges.*

Even if any provision contained in any other document related to this Agreement says otherwise, it is specifically understood and agreed that the only security interest given to Lender for the purposes of this Agreement is in your dwelling.

**RIGHT OF RESCISSION.** *If your Account is secured by a security interest in your principal residence, you are entitled to a three (3) day right of rescission under federal law. By obtaining the first Advance of your Account, you warrant and acknowledge that before the Advance, more than the (3) business days passed from the time Lender provided all of the individuals entitled to rescind the Mortgage with two (2) copies each of the notice of right of rescission, as well as copies of Truth in Lending Disclosures (at application and closing, including the Truth in Lending disclosures contained in this Agreement) and a copy of the Home Equity Brochure published by the Federal Reserve Board, and that no person entitled to rescind has exercised this right of rescission.*

**NOTIFICATION OF INTENT TO SELL PROPERTY.** *You agree to give Lender prior written notice of any intended sale or other transfer, whether as security or otherwise, of property which is collateral for the amounts due under this Agreement. You acknowledge and agree that the sale or other transfer of such property without Lender's written consent is a default under this Agreement. Further, you agree that this loan cannot be assumed by any other party nor can title to the property be taken subject to this Agreement.*

**PAYABLE ON DEMAND.** *If you are an Executive Officer of Lender, and Lender is a depository institution, and applicable State and/or Federal law dealing with credit extended by Lender to its Executive Officers so requires, your Account shall become immediately due and payable upon demand.*

**DEFAULT AND ACCELERATION.** *You will be in "default" if:*

- (a) You fail to make payments according to the terms of this Agreement, including, to the extent permitted by law, through the filing of a bankruptcy action; or*
- (b) You make a false or misleading statement, including any act of omission, on your Account application or in any representation to Lender while your Account is open, to the extent that fraud or misrepresentation as determined by state law occurs; or*
- (c) You act or fail to act in a way that adversely affects the Collateral or any rights of Lender in the Collateral; or*
- (d) You are an Executive Officer of Lender and applicable state and/or federal law dealing with credit extended by us to you specifically requires that as a condition of your Account the credit shall become due and payable on demand.*

*If you are in default as provided for above, Lender may, after any required notices and to the extent permitted by law, terminate your Account and declare the entire balance of your Account immediately due and payable. At Lender's option, Lender may instead, after any required notice and to the extent permitted by law, temporarily or permanently prohibit additional Advances or reduce your Credit Limit. However, even if your Account is terminated, Advances suspended, or Credit Limit reduced, Lender may still, but is not required to, make Protective Advances to protect its interest in the Collateral. All Protective Advances are subject to the terms of*

this Agreement and are secured by the Collateral.

**CANCELLATION.** You may cancel your Account at any time by notifying Lender in writing. If two or more persons are obligated under this Agreement, any one of them may provide Lender with a written request not to permit further Advances under this Agreement, which request Lender may honor. If such an action occurs and the person who made the request to Lender subsequently requests in writing that Lender reinstate all privileges, Lender will do so unless other conditions permit Lender to suspend Advances.

**TEMPORARY SUSPENSION OF CREDIT AND/OR REDUCTION OF CREDIT LIMIT.** Lender may, after any required notice and to the extent permitted by law, temporarily prohibit Advances and/or reduce your Credit Limit if:

The value of the dwelling securing your Account declines such that the initial difference between the Credit Limit and the available equity, based on the appraised value for the purposes of your Account, is reduced by 50% or more; or

Lender reasonably believes that you will not be able to meet your Account repayment requirements due to a material change in your financial condition; or

You are in default of a material obligation under this Agreement (your material obligations for this purpose are in *italics* in this Agreement); or

Government action prevents Lender from imposing the Annual Percentage Rate called for, or impairs Lender's security for your Account such that the value of the Collateral is less than 120% of your Credit Limit; or

A regulatory agency notifies Lender that continued Advances would constitute an unsafe and unsound practice; or

The Annual Percentage Rate would exceed the maximum rate allowed under your Account.

If Lender temporarily prohibits Advances or reduces your Credit Limit because any of the above conditions exist, within three business days after the time such action is taken, Lender will mail or deliver a written notice of such action, including a reason for it, to each person who is affected. If Advances have been suspended or your Credit Limit reduced, you will have to make a written request to Lender for reinstatement of your credit privileges or Credit Limit to its prior level before Lender will consider such reinstatement. If you make such a request, Lender will investigate and determine whether the condition which caused Lender's action has changed. You will be notified of Lender's reinstatement action or that Lender's prior action remains in effect. If the condition which caused Lender's action has changed, but another condition exists which itself allows continued temporary suspension of credit and/or reduction of Credit Limit and/or Account termination, Lender may react to such condition in a manner consistent with this Agreement.

**WAIVERS.**

(a) To the extent permitted by law, you agree to waive presentment, notice of dishonor, and protest on behalf of yourself and all makers, sureties, guarantors, and endorsers of the Agreement. The obligations of this Agreement shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

(b) You agree to waive and release Lender from all defenses, rights, and claims you may have against any person or company honoring an Access Device or not permitting a Credit Purchase, except where such rights cannot be waived under the Fair Credit Billing Act (see STATEMENT OF BILLING RIGHTS) or other applicable law.

**GOVERNING LAW.** Except as federal law may apply, this Agreement is governed by the laws of Pennsylvania.

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**AMENDMENT.** Lender may change the terms of this Agreement, if the change is to your unequivocal benefit, by mailing or delivering notice to you of the change within the time limits described by the Federal Truth in Lending Act and Regulation Z. In addition, Lender may change the terms of this Agreement:

- (a) If the stated Index used to determine the variable interest rate under this Agreement ceases to exist, in which case Lender may substitute an appropriate Margin and an appropriate and substantially similar Index; or
- (b) If you agree to the change in writing; or
- (c) If the change is insignificant, such as a change in Lender's address for sending a notice of an alleged billing error.

**TAX DEDUCTIBILITY.** You should consult a tax advisor regarding the deductibility of interest and charges under this equity line of credit.

**LIMITATION ON THE USE OF ADVANCED PROCEEDS.** *You agree that you will not use your line of credit to acquire or refinance a one-to-four family dwelling used to secure this Account.*

**SET-OFF.** To the extent permitted by law, Lender has the right to set off any mutual indebtedness. This right will not extend to any Keogh account or IRA.

**COLLECTION OF COSTS.** *To the extent permitted by law, you agree to reimburse Lender for all reasonable costs, expenses, and reasonable attorney fees incurred in enforcing its rights under this Agreement. To the extent permitted by law, Lender may, but is not required to, make one or more Advances on your behalf to pay such costs, expenses, and fees.*

**FUTURE INFORMATION.** *Whenever you seek an advance on your Account, Lender may require such proof as it deems necessary to verify your identity. You agree to provide information to update Lender's records related to your Account, and any other financial information related to you, at Lender's request.*

**BILLING STATEMENTS.** Lender will mail you a Monthly Billing Statement every month in which there is a debit or credit of more than one dollar (\$1.00) or whenever a Finance Charge has been imposed. Lender does not have to send you a Monthly Billing Statement if it believes that your Account is uncollectible or if it has started a collection proceeding.

**AGREEMENT ENFORCEMENT.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, all other provisions will remain in full force and effect. If you cancel your Account, or if your Account is terminated, this Agreement will remain in effect, to the extent applicable, as to any unpaid balance.

**ASSIGNMENT.** *This Agreement may not be assigned by you without Lender's prior written consent.* You understand and agree that Lender may assign this Agreement and the security interest securing it without your prior written consent.

**LENDER'S RIGHTS.** Lender does not lose any of its rights, whether arising under this Agreement, any other instrument related to this Agreement, by law, or otherwise, if it delays enforcing them or waives them in a particular instance.

**ADDITIONAL PROVISIONS.** You may authorize us to automatically deduct your monthly payment from your checking or savings Account with us. If the Automatic Payment Deduction is terminated for any reason, the interest rate on your Account will increase by 1/4 of 1%.

**SIGNATORY.** By signing below, you acknowledge that you are contractually liable under this Agreement. You also acknowledge receipt of a copy of this Agreement, Truth in Lending Disclosures provided by Lender to you at or about the time you requested an application, and a copy of the Home Equity Brochure published by the Federal Reserve Board.

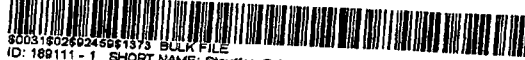
Robert S. Stauffer 6-27-03  
Borrower's Signature/Date  
ROBERT S. STAUFFER  
Borrower's Printed Name

\_\_\_\_\_  
Borrower's Signature/Date  
\_\_\_\_\_  
Borrower's Printed Name

Cheri Irene Stauffer 6-27-03  
Borrower's Signature/Date  
\_\_\_\_\_  
Borrower's Printed Name

\_\_\_\_\_  
Borrower's Signature/Date  
\_\_\_\_\_  
Borrower's Printed Name

LQAS - COLLATERAL



8003180269245651373 BULK FILE  
ID: 189111 - 1 SHORT NAME: Stauffer, Robert S  
LOAN NUMBER: 46473841 NEW\_NOTE\_NUMBER:  
DOC CODE: L-RHEL-1 DOC: Home Equity Line Agreement  
USER: STHORP Date: 07/15/2003 08:45:57 AM



COUNTY NATIONAL BANK

August 5, 2004

**CERTIFIED MAIL:**

# 7106 3901 9842 7186 6576

# 7106 3901 9842 7186 6583

**First Class Mail**

Robert S. Stauffer II  
C/O Robert and Lynette Hefenfinger  
95 Cherry Lane  
Marysville, PA 17053

Cheri J. Stauffer  
14640 Stream Pond Drive  
Centreville, VA 20120

Re: County National Bank  
Delinquent Mortgage Account # 4647384-1

Dear Mr. and Ms. Stauffer:

The Mortgages, which you executed on June 27, 2003, in favor of County National Bank for \$44,000.00, are in default. The Mortgage is recorded in Clearfield County Record Book Instrument Number 200311780. This mortgage encumbers and place liens upon your property known as 609 Schofield St, Curwensville, Clearfield County, Pennsylvania, 16833.

You have failed to make the full monthly payments since May 2004, and are in default. The total amount of default is \$1,395.00, which includes \$127.00 in late charges.

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

1. First, you can bring your account current by paying County National Bank delinquent payments that total \$1,395.00; or,
2. Second, you can pay this mortgage off entirely by tendering \$44,824.62, which includes a balance of \$43,814.17; accrued interest through 08/05/04 of \$852.95; late charges of \$127.00; and loan satisfaction fee of \$30.50.

Interest will accrue at the rate of 9.0029116 a day from August 5, 2004.

Robert S. and Cheri I. Stauffer  
August 5, 2004  
Page 2

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

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to confess judgment against you. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$44,824.62, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by County National Bank, but in no event exceeding eight (8%) percent of the total indebtedness. If CNB obtains judgment against you for those amounts, it can then execute against your property, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, December 3, 2004.**

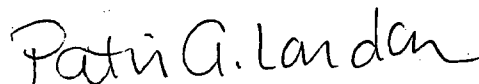
The Law provides that you may sell this real estate subject to your delinquent mortgage, and your buyer, or anyone else, has the right to cure this default as explained in the preceding paragraphs. You also have the right to refinance this debt with another lender if possible. You also have the right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

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

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

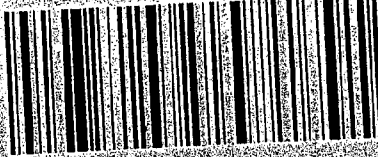
If you fail to cure your default within thirty (30) days, which is on or before September 5, 2004, the bank will confess judgment against you and institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



Patricia A. London  
Senior Credit Adjustor  
800-492-3221 Extension 186

2. Article Number



7160 3901 9842 7186 6576

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

1. Article Addressed to:

**ROBERT S STAUFFER II**  
**C/O ROBERT AND LYNETTE**  
**HEFENFINGER**  
**95 CHERRY LANE**  
**MARYSVILLE PA 17053**

PS Form 3811, January 2003

COMPLETE THIS SECTION ON

A. Received by (Please Print Clearly)

R. S. STAUFFER

B. Date of Delivery

8-9-04

C. Signature

☐ Agent  
☒ Addressee

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

☐ Yes  
☒ No

Domestic Return Receipt

US Postal Service

# Certified Mail Receipt

Domestic Mail Only  
 No Insurance  
 Coverage Provided

LOT

Postage

\$

Certified Fee

Return Receipt Fee  
(Endorsement Required)Restricted Delivery Fee  
(Endorsement Required)

Total Postage &amp; Fees

\$ 4.42

Postmark  
Here

8-6-04

Sent To:

**ROBERT S STAUFFER II**  
**C/O ROBERT AND LYNETTE**  
**HEFENFINGER**  
**95 CHERRY LANE**  
**MARYSVILLE PA 17053**

7160 3901 9842 7186 6576

PS Form 3800, January 2003

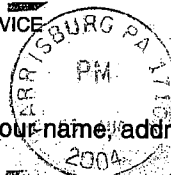
US Postal Service

Certified Mail Receipt

2



UNITED STATES POSTAL SERVICE



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

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



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

**Certified Mail Provides:**

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

**Important Reminders:**

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

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

COUNTY NATIONAL BANK

# QZ

7160 3901 9842 7186 6583

**RETURN RECEIPT REQUESTED**

[illegible]

☐ Foreign  
☒ Domestic  
Addressed - Yes ☐ No ☐  
No Such Street ☐ Refused  
Postmark Number  
Remarks


~~CHERI I SHAUFFER  
14640 STREAM POND DRIVE  
CENTREVILLE VA 20120~~

2007年12月26日

[illegible]

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12/31/80

CLAREFIELD  
AUG 06 '04  
PA


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 PB METER  
 7141616 U.S. POSTAGE

7160 3901 9842 7186 6583

**Sent To:**

CHERRY I SHAFTER  
14640 STREAM POND DRIVE  
CENTREVILLE VA 20120

**US Postal Service  
Certified  
Mail  
Receipt**

*Domestic Mail Only  
No Insurance  
Coverage Provided*

Postage

**171**

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

**Total Postage & Fees**

4.42

Postmark  
Here

8-6-04

PS Form 3800, January 2003

US Postal Service

**Certified Mail Receipt**

ENVELOPE TO BE RETURNED TO POSTAL SERVICE  
PLACE STICKER AT TOP OF ENVELOPE AND AT BOTTOM OF ENVELOPE

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent  
☐ Addressee

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

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

**CURTIS J SHAFFER  
14640 SHIRAZI ROAD DRIVE  
CHANNINGVILLE VA 20120**

PS Form 3811 January 2003

Domestic Return Receipt

**Certified Mail Provides:**

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

**Important Reminders:**

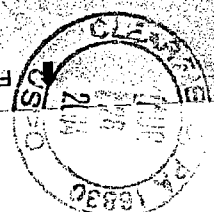
- ☐ Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- ☐ Certified Mail is not available for any class of international mail.
- ☐ NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- ☐ For an additional fee, a Return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

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

PS Form 3800, January 2003 (Reverse)

Thank you for using Return Receipt Service

FOLD AND TEAR HERE



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2004-1553-CD

ROBERT S. STAUFFER a/k/a ROBERT S. :  
STAUFFER, II a/k/a ROBERT S. :  
STAUFFER, III and C. IRENE STAUFFER :  
a/k/a CHERI I. STAUFFER a/k/a CHERI :  
IRENE STAUFFER, :  
Defendants :

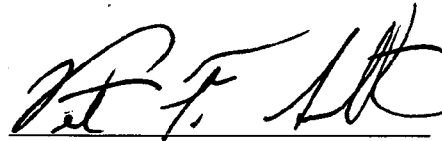
***PRAECIPE TO REINSTATE***

TO: Clearfield County Prothonotary

Please reinstate the Complaint filed in the above-captioned matter and recertify one counterpart of the Complaint and forward it to Sheriff Hawkins for service.

Date:

11/17/04



Peter F. Smith, Esquire  
Attorney for Plaintiff

FILED

0/10:33

NOV 18 2004

E6K

1 Compl.

Reinstated to SHF

Pff pd. 7.00

William A. Shaw  
Prothonotary/Clerk of Courts

CA

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,

Defendants

No. 2004-1553-CD

Type of Case:  
**FORECLOSURE**

Type of Pleading:  
**MOTION AND AFFIDAVIT FOR  
SPECIAL SERVICE**

Filed on Behalf of:  
**PLAINTIFF**

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

**FILED** <sup>NO</sup>  
01/10/04/04  
JAN 18 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

***MOTION AND AFFIDAVIT FOR SPECIAL SERVICE***

COMES NOW, County National Bank, Plaintiff, by its Attorney Peter F. Smith who moves this Court to authorize the service on the Defendant Robert S. Stauffer, II by publication and regular mail, and support thereof states the following:

1. A certified copy of the complaint was delivered to the Clearfield County Sheriff for service on the Defendant Robert S. Stauffer, II by the Sheriff of Perry County at his last known address which was 95 Cherry Lane, Marysville, PA 17053.
2. By Return dated November 4, 2004, the Sheriff of Clearfield County stated that Sheriff Nace attempted service but was unable to locate the Defendant Robert S. Stauffer, II.
3. Counsel called Directory Assistance for Marysville, Pennsylvania and found no listing for Robert S. Stauffer, II or any variation of that Defendant's name in Marysville.
4. Counsel for Plaintiff then called Directory Assistance for the Greater Harrisburg area and also discovered no listing for Robert S. Stauffer, II or any variation of that name.

5. Counsel contacted the other Defendant and former wife of Defendant Robert S. Stauffer, II. She stated that he is unemployed and that she does not know his whereabouts.

6. Counsel for the Plaintiff checked the records at the Clearfield County Assessment Office and the Perry County Assessment Office. No address for the Defendant Robert S. Stauffer, II other than the address of the subject real estate at 609 Schofield Street, Curwensville, PA 16833 was found.

7. Counsel then contacted the Voter Registration Office for Clearfield County and was advised that there were no one found by that name.

8. Counsel next contacted the Voter Registration Office for Perry County and was advised that there was no one found by that name.

9. Counsel for the Plaintiff contacted the Postmaster of Curwensville, Pennsylvania to inquire about the Defendant's address or forwarding address. The Postmaster had no updated information. A copy of his/her response is attached as Motion Exhibit A.

10. Counsel for the Plaintiff contacted the Postmaster of Marysville, Pennsylvania to inquire about the Defendant's address or forwarding address. The Postmaster had no updated information. A copy of his/her response is attached as Motion Exhibit B.

11. Counsel checked the Estate records at the Clearfield County Courthouse and found no record of Defendant Robert S. Stauffer's death.

12. Counsel checked the Estate records at the Perry County Courthouse and found no records of Defendant Robert S. Stauffer's death.

13. Counsel inquired with Social Security Administration of America and was advised that the SSA has no record of Defendant Robert S. Stauffer's death.

14. Plaintiff's counsel performed an Internet search in an attempt to locate the Defendant or verify the Marysville address.

15. This attempt was unsuccessful.

16. Counsel also attempted to contact Defendant's sisters. Telephone messages were not returned.

WHEREFORE, Plaintiff moves this Honorable Court to enter an Order granting it permission to serve the Defendant Robert S. Stauffer, II by publication on one (1) occasion in The Progress and in the Clearfield County Legal Journal.

Respectfully submitted,

Dated:

1/15/05

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

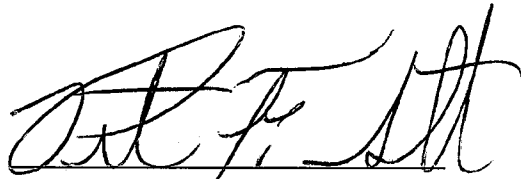
Peter F. Smith, Esquire  
Attorney for Plaintiff



AFFIDAVIT


STATE OF PENNSYLVANIA :  
 : SS  
COUNTY OF CLEARFIELD :

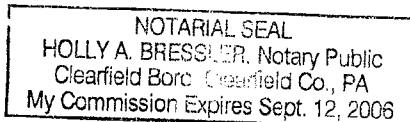
I, Peter F. Smith, counsel for Plaintiff, being duly sworn according to law, deposes and says that the averments of the foregoing Motion for Service of the Writ by Publication are true and correct to the best of his knowledge, information and belief.



Peter F. Smith, Esquire  
Counsel for County National Bank

SWORN TO AND SUBSCRIBED  
before me this 14<sup>th</sup> day of January,  
2005.

  
Notary Public



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

**ORDER**

AND NOW, this 18<sup>th</sup> day of January, 2005, upon consideration of Plaintiff's Motion for Service of Complaint by Publication, it is;

ORDERED, ADJUDGED AND DECREED that Plaintiff shall make service of the Complaint on the Defendant in this matter by publishing notice in the form attached to the Motion as Exhibit A on one (1) occasion in The Progress and the Clearfield County Legal Journal and by sending a Certified copy of the complaint by First Class Mail to Defendant's last known address which is 95 Cherry Lane, Marysville, PA 17053.

By the Court:

  
J.

6

**FILED** <sup>ICC</sup>  
OK 01/10/04/01 Atty Smith  
JAN 18 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

**NOTICE**

**TO: ROBERT S. STAUFFER a/k/a  
ROBERT S. STAUFFER, II a/k/a  
ROBERT S. STAUFFER, III**

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A  
LAWYER, THIS OFFICE MAY BE ABLE TO  
PROVIDE YOU WITH INFORMATION ABOUT  
AGENCIES THAT MAY OFFER LEGAL  
SERVICES TO ELIGIBLE PERSONS AT A  
REDUCED FEE OR NO FEE.

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

Note: The office shall be that designated by the court  
under Rule 1018.1 (c)

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

(814) 765-5595  
FAX (814) 765-6662

E-mail  
pfsatty@uplink.net

December 30, 2004

Postmaster  
309 Cameron Street  
Marysville, PA 17053

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR  
SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:


Name: Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III  
Address: 6029 Schofield, Curwensville, PA 16833

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Plaintiff's Attorney
2. Statute or regulation that empowers me to serve process: Not required when requester is an attorney.
3. The names of all known parties to this litigation: CNB v. Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III and C. Irene Stauffer a/k/a Cheri I. Stauffer a/k/a Cheri Irene Stauffer
4. The court in which the case has been or will be heard: Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been assigned: 2004-1553-CD
6. The capacity in which this individual is to be served: Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

  
Peter F. Smith, Attorney

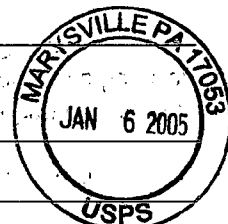
P.O. Box 130, Clearfield, PA 16830

**FOR THE POST OFFICE USE ONLY**

☐ NO CHANGE OF ADDRESS ORDER ON FILE

POST MARK

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:



\* Person in question is unknown

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

(814) 765-5595  
FAX (814) 765-6662

E-mail  
pfsatty@uplink.net

December 30, 2004

Postmaster  
525 State Street  
Curwensville, PA 16833

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR  
SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

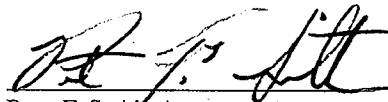
Name: Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III  
Address: 6029 Schofield, Curwensville, PA 16833

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Plaintiff's Attorney
2. Statute or regulation that empowers me to serve process: Not required when requester is an attorney.
3. The names of all known parties to this litigation: CNB v. Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III and C: Irene Stauffer a/k/a Cheri I. Stauffer a/k/a Cheri Irene Stauffer
4. The court in which the case has been or will be heard: Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been assigned: 2004-1553-CD
6. The capacity in which this individual is to be served: Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.



Peter F. Smith, Attorney

P.O. Box 130, Clearfield, PA 16830

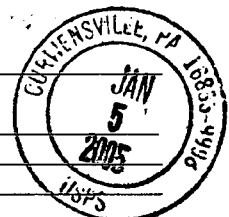
**FOR THE POST OFFICE USE ONLY**

NO CHANGE OF ADDRESS ORDER ON FILE

POST MARK

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:

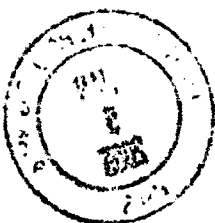
Moved Left No Forward Address



FILED

JAN 18 2005

William A. Shaw  
Prothonotary/Clerk of Courts



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

COUNTY NATIONAL BANK,  
Plaintiff

No. 2004-1553-CD

vs.

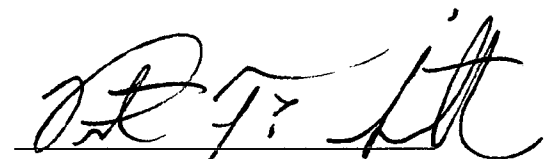
ROBERT S. STAUFFER a/k/a ROBERT S. :  
STAUFFER, II a/k/a ROBERT S. :  
STAUFFER, III and C. IRENE STAUFFER :  
a/k/a CHERI I. STAUFFER a/k/a CHERI :  
IRENE STAUFFER, :  
Defendants :

***PRAECIPE TO REINSTATE***

TO: Clearfield County Prothonotary

Please reinstate the Complaint filed in the above-captioned matter and recertify one counterpart of the Complaint.

Date: January 18, 2005



Peter F. Smith, Esquire  
Attorney for Plaintiff

**FILED** Piff. pd. 7.00  
6K 013388/2 Compl.  
JAN 18 2005 Reinstated to  
William A. Shaw  
Prothonotary/Clerk of Courts Atty



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100011  
NO: 04-1553-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK

VS.

DEFENDANT: ROBERT S. STAUFFER a/k/a ROBERT S. STAUFFER, II a/k/a ROBERT S. STAUFFER, III

SHERIFF RETURN

NOW, November 19, 2004, SHERIFF OF CUMBERLAND COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT S. STAUFFER aka ROBERT S. STAUFFER II aka.

NOW, December 09, 2004, ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT S. STAUFFER aka ROBERT S. STAUFFER II aka, DEFENDANT. THE RETURN OF CUMBERLAND COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

FILED

013:28801  
FEB 01 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100011  
NO: 04-1553-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: ROBERT S. STAUFFER a/k/a ROBERT S. STAUFFER, II a/k/a ROBERT S. STAUFFER, III

**SHERIFF RETURN**

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**FILED**

*013-28801*  
FEB 01 2005

*WAS*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 1 of 1 Services

Sheriff Docket # **100011**

COUNTY NATIONAL BANK

Case # 04-1553-CD

vs.

ROBERT S. STAUFFER a/k/a ROBERT S. STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III

## SHERIFF RETURNS

### Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CNB	283179	10.00
SHERIFF HAWKINS	CNB	283179	8.00
CUMBERLAND CO.	CNB	283202	38.08

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,

  
Chester A. Hawkins  
Sheriff

CASE NO: 2004-00822 T  
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CUMBERLAND

COUNTY NATIONAL BANK

VS

STAUFFER ROBERT S ET AL

R. Thomas Kline \_\_\_\_\_, Sheriff or Deputy Sheriff, who being  
duly sworn according to law, says, that he made a diligent search and  
inquiry for the within named DEFENDANT

STAUFFER ROBERT S A/K/A ROBERT S STAUFFER, II A/K/A ROBERT S but was  
unable to locate Him in his bailiwick. He therefore returns the  
NOTICE

REINSTATED COMPLAINT IN MORTGAGE FORECLOSURE


\_\_\_\_\_, NOT FOUND, as to  
the within named DEFENDANT, STAUFFER ROBERT S A/K/A ROBERT  
S STAUFFER, II A/K/A ROBERT S,  
STAUFFER, III C/O CHERI STAUFFER/801 WALNUT ST  
LEMOYNE, PA 17043

DEFENDANT IS UNKNOWN AT ADDRESS PROVIDED, BY OCCUPANT AND  
POSTAL CARRIER

Sheriff's Costs:

Docketing	18.00
Service	12.58
Affidavit	2.50
NOT FOUND RETURN	5.00
	.00
	<u>38.08</u>

So answers:

  
\_\_\_\_\_  
R. Thomas Kline  
Sheriff of Cumberland County

COUNTY NATIONAL BANK  
12/09/2004

Sworn and subscribed to before me

this 10<sup>th</sup> day of December

2004

A.D.

Jody S. Smith  
Notary

NOTARIAL SEAL  
JODY S. SMITH, NOTARY PUBLIC  
Carlisle Boro, Cumberland County  
My Commission Expires April 4, 2005



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 100011

COUNTY NATIONAL BANK

TERM & NO. 04-1553-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

ROBERT S. STAUFFER a/k/a

SERVE BY: 12/01/2004

**MAKE REFUND PAYABLE TO:** COUNTY NATIONAL BANK

**SERVE:** ROBERT S. STAUFFER aka ROBERT S. STAUFFER, II aka ROBERT S. STAUFFER, III

**ADDRESS:** c/o Cheri I. Stauffer, 801 WALNUT ST., LEMOYNE, PA. 17043

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CUMBERLAND COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 19th Day of NOVEMBER 2004

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

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

(814) 765-5595  
FAX (814) 765-6662

E-mail  
pfsatty@uplink.net

November 17, 2004

Cumberland County Sheriff  
Cumberland County Courthouse  
One Courthouse Square  
Carlisle, PA 17013-3387

Re: County National Bank v. Stauffer

Dear Sheriff Kline:

I filed a Foreclosure Complaint in the matter above with the Clearfield County Prothonotary in Clearfield, Pennsylvania.

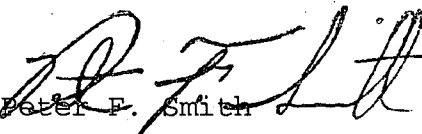
The Sheriff of Clearfield County has been directed to deputize you. He will forward a certified copy of the Complaint to you. Please make service on the Defendant, Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III, at the following address:

C/o Cheri I. Stauffer  
801 Walnut Street  
Lemoyne, PA 17043

I enclose a check for your costs of service.

If you have any questions or additional information is needed, please do not hesitate to contact my office.

Sincerely,

  
Peter F. Smith

PFS/jac

Enclosure

cc: Lori D. Trumbull, County National Bank

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553 -CD

Type of Case:  
**FORECLOSURE**

Type of Pleading:  
**COMPLAINT**

Filed on Behalf of:  
**PLAINTIFF**

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

11-18-04 Document  
Reinstated/Referred to Sheriff's Attorney  
for service. *William L. Shaw*  
*WLS*  
Deputy Prothonotary

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

OCT 06 2004

Attest.

*William L. 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

ROBERT S. STAUFFER a/k/a ROBERT S. :  
STAUFFER, II a/k/a ROBERT S. :  
STAUFFER, III and C. IRENE STAUFFER :  
a/k/a CHERI I. STAUFFER a/k/a CHERI :  
IRENE STAUFFER, :  
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.

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

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2004- -CD

ROBERT S. STAUFFER a/k/a ROBERT S. :  
STAUFFER, II a/k/a ROBERT S. :  
STAUFFER, III and C. IRENE STAUFFER :  
a/k/a CHERI I. STAUFFER a/k/a CHERI :  
IRENE STAUFFER, :  
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 **ROBERT S. STAUFFER a/k/a ROBERT S. STAUFFER, II a/k/a ROBERT S. STAUFFER, III**, whose last known address is C/O Robert and Lynette Hefenfinger, 95 Cherry Lane, Marysville, Pennsylvania, 17053.

3. The name of the second Defendant is **C. IRENE STAUFFER a/k/a CHERI I. STAUFFER a/k/a CHERI IRENE STAUFFER** whose last known address is 14640 Stream Pond Drive, Centreville, Virginia 20120.

4. The parcel of real estate subject to this action consists of a house and garage on a lot known as 609 Schofield Street, Curwensville, Clearfield County Pennsylvania 16833, identified by Clearfield County Tax Map No. 6.2-H10-287-23 and is more particularly described as follows:

**ALL that certain piece, parcel or tract of land situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:**

**BEGINNING at a post, corner of lot now or formerly of Harry Fisher and Pearl Fisher and Scofield Street; thence in a northwesterly direction 50.2 feet to a post at corner of other lot now or formerly of Isabell Miller; thence by said last mentioned North 26 degrees 30 minutes East 131 feet to a post at an alley; thence South 63 degrees 30 minutes East 50 feet to a post at lot now or formerly of Harry Fisher and Pearl Fisher; thence by said last mentioned lot South 26 degrees 30 minutes West 141 feet to a post at Scofield Street and place of beginning.**

**BEING the same premises conveyed to Robert S. Stauffer, III and C. Irene Stauffer by deed dated January 23, 2002 and recorded at Clearfield County Instrument Number 200201805.**

5. The Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated June 27, 2003, for principal debt of \$44,000.00, together with interest.

Said mortgage was recorded at Clearfield County Instrument Number 200311780. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

6. Defendants also executed a Home Equity Line Agreement and Disclosure Statement in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$44,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said agreement 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 May 30, 2004, the Defendants failed to make the full monthly payment of \$442.00, 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 \$2,366.20 as of September 21, 2004.

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

13. The Mortgage and Note entitle County National Bank 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 September 21, 2004, are as follows:

a)	Balance	\$43,814.17
b)	Late Charge	\$ 215.20
c)	Interest Due to 9/21/04	\$ 1,285.39
d)	Interest accruing after 9/21/04 at \$9.3030087 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50

PRELIMINARY TOTAL	\$45,345.26
FINAL TOTAL	\$ _____

15. The Defendants have abandoned this property. Therefore, the Defendants are not entitled to the notices required by Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., 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.,

16. On August 5, 2004, Plaintiff sent to Defendants by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at their last known address advising them of their default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

17. True and correct copies of the certified mail receipts postmarked by the U. S. Postal

Service are attached hereto and incorporated herein by reference as Exhibit D.

18. The certified mail for Defendant Cheri I. Stauffer was returned by the Postal Service marked "Unclaimed" to Plaintiff. The Plaintiff also sent the letter by First Class Mail with Plaintiff's address clearly marked on the envelope. Defendant's notice was not returned by the Postal Service.

19. 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 letter.

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:

10/4/08

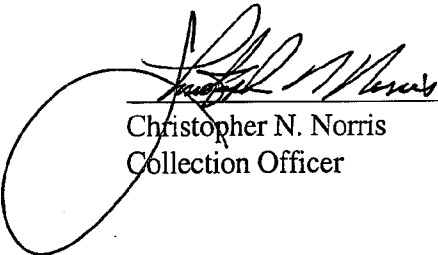


Peter F. Smith, Esquire  
Attorney for Plaintiff  
P. O. Box 130, 30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595


AFFIDAVIT

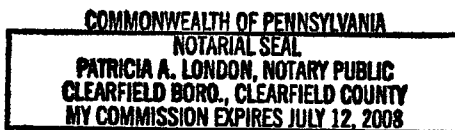
STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS

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 29<sup>th</sup> day of  
September, 2004.

  
Notary Public



KAREN L. STARK  
 LISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200311780  
 RECORDED ON  
 1 07, 2003  
 10:00:53 AM  
 Total Pages: 6  
 RECORDING FEE: \$17.00  
 FEE: \$2.00  
 TOTAL IMPROVEMENT: \$3.00  
 ACCESS TO: \$10.00  
 LIE: \$0.50  
 EQUIT TAX: \$32.50  
 CUSTOMER  
 TO: MORTGAGE BANK

[Space Above This Line For Recording Data]

## OPEN END MORTGAGE

\*\*\*THIS IS A FUTURE ADVANCE MORTGAGE\*\*\*

THIS MORTGAGE ("Security Instrument") is given on June 27, 2003  
 The mortgagor is Robert S Stauffer III and C Irene Stauffer

whose address is 609 Schofield St, Curwensville, PA 16833-1439

("Borrower"). This Security Instrument is given to  
 County National Bank

, which is organized and  
 , and whose address is

existing under the laws of Pennsylvania

1 South Second Street, Clearfield, PA 16830-0042

("Lender"). Borrower has entered into a Home Equity Credit Agreement

("Contract") with

Lender as of the 27th day of June, 2003

, under the terms of which Borrower may, from time to time,

obtain advances not to exceed, at any time, a \*\*\*MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)\*\*\* of  
 FORTY FOUR THOUSAND DOLLARS AND ZERO CENTS

Dollars (U.S. \$ 44,000.00

) ("Credit Limit"). Any party interested in the details related to Lender's continuing

obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the

repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the

Contract; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security

Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this

purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in

Clearfield

County, Pennsylvania:

Tax key/parcel #:

Curwensville Borough, Instrument # 200201805

which has the address of 609 Schofield St

Curwensville

[Street]

[City]

Pennsylvania 16833-1439

("Property Address");

[Zip Code]

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

By Initialing, I acknowledge this is page 1 of 6  
 of the Open End Mortgage.

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© Copyright Compliance Systems, Inc. 1993, 1995, 1998, 2000, 2001  
 ITEM 424PAL1 (00124) Page 1 of 6

Compliance Systems, Inc.  
 To Order: Call 800-858-0522 Fax 616-956-1666

EXHIBIT A

**BORROWER COVENANTS** that Borrower is lawfully seized 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.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and any late charges or any other fees and charges due under the Contract.

**2. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**4. Preservation, Maintenance and Protection of the Property.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

By Initiating, I acknowledge this is page 2 of 6  
of the Open End Mortgage.

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5. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Contract and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

9. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but has no personal liability under the Contract: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Contract without that Borrower's consent.

By initialing, I acknowledge this is page 3 of 6  
of the Open End Mortgage.

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**10. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such 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 Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.

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

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

**13. Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

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

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

**15. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Contract as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

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

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

As in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

By initialing, I acknowledge this is page 4 of 6  
of the Open End Mortgage.

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17. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (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 bring a court action to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by law.

18. **Release.** Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. **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.

20. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 15 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

21. **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.

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

23. **Additional Provision(s).**

By Initialing, I acknowledge this is page 5 of 6  
of the Open End Mortgage.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument.

Witnesses:

[Signature]

[Signature]

Cheri I Stauffer 6-27-03 (Seal)  
Cheri I Stauffer  
Borrower

Robert S Stauffer II 6-27-03 (Seal)  
Robert S Stauffer II  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

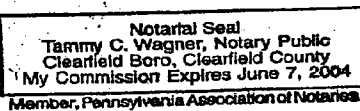
COMMONWEALTH OF Pennsylvania

Clearfield County ss:

On this 27<sup>th</sup> day of June, 2003

Robert S. Stauffer II and Cheri I Stauffer aka C. I. Stauffer  
known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Tammy C. Wagner  
Notary Public  
Title of Officer

#### CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Lender herein,

County National Bank

is as follows: 1 South Second St

PO Box 42

Clearfield, Pennsylvania 16830-0042

[Signature]  
Attorney or Agent for Lender

This instrument was prepared by:

Tammy Wagner

County National Bank

1 South Second St

PO Box 42

Clearfield, PA 16830-0042

After recording return to:

County National Bank

Attn: Consumer Loan Department

1 South Second Street

PO Box 42

Clearfield, PA 16830

*Increase*

COUNTY NATIONAL BANK  
PO BOX 42  
CLEARFIELD, PA 16830

HOME EQUITY LINE AGREEMENT AND DISCLOSURE STATEMENT

Date: June 27, 2003

Account Number: 4647384

Officer: William A. Franson

Credit Limit: 44,000.00

Borrower(s) Name(s) and Address(es):

Robert S Stauffer II Cheri I Stauffer

609 Schofield St, Curwensville PA 16833-1439

Thank you for requesting a Home Equity Line. This is the Agreement governing its use.

In this Agreement, the words "you" and "your" refer to all persons (individually and, if more than one, jointly) who sign this Agreement. The words "we," "our," "us" and "Lender" refer to COUNTY NATIONAL BANK, with which you maintain a Home Equity Line, or any other person or entity to which COUNTY NATIONAL BANK assigns this Agreement, or any of its rights under this Agreement.

**DEFINITIONS.** In relation to your Account and this Agreement, the following words shall have the meaning indicated:

"Access Device" means a device or method of access, such as a check, a telephonic transfer, or an internet banking transfer, through which you can request an Advance.

"Account" means the Home Equity Line approved by Lender for your use.

"Advance" means an extension of credit to you or on your behalf under this Agreement.

"Agreement" means this Home Equity Line Agreement and Disclosure Statement.

"Annual Percentage Rate" means the cost of your credit expressed as a yearly rate. The Annual Percentage Rate for your Account will be calculated as set forth below in the ANNUAL PERCENTAGE RATE section of this Agreement.

"Application" means your request to Lender for the establishment of a Home Equity Line in a manner approved by Lender.

"Authorized User" means any person permitted by you to obtain credit under your Account, whether or not named in your Application. There may be multiple Authorized Users at any particular time.

"Billing Cycle" means the time period that elapses between regular Monthly Billing Statements.

"Change Date" means the date on which a different Annual Percentage Rate may apply to your Account, as set forth below in the ANNUAL PERCENTAGE RATE section of this Agreement.

"Closing Date" means the date of the last day of a Billing Cycle.

"Collateral" means the property you have pledged to secure your Account, as evidenced by the Mortgage or

other security instrument you have granted to Lender in connection with this Agreement.

"Credit Limit" means the maximum amount of credit available to you on your Account as established by Lender as set forth below in the CREDIT LIMIT section of this Agreement.

"Daily Periodic Rate" means 1/365th of the applicable Annual Percentage Rate as calculated in the ANNUAL PERCENTAGE RATE section of this Agreement, set forth below.

"Draw Period" means the period of time after your Account is opened during which you may obtain Advances under the terms of this Agreement.

"Finance Charge" means the cost of credit extended to you on your Account, as determined by Lender, expressed as a dollar amount.

"Minimum Monthly Payment" means the minimum allowable payment as calculated in the MINIMUM PAYMENT REQUIREMENTS section of this Agreement, set forth below.

"Monthly Billing Statement" means the statement sent to you on a monthly basis reflecting all charges and credits to your Account during the Billing Cycle.

"New Balance" means the total of the Previous Balance, plus Advances, plus Finance Charge, plus other applicable fees and charges, minus payments and credits, posted to your Account during a Billing Cycle.

"Payment Due Date" means the date on which payment on your account is due. The Payment Due Date is specified on your Monthly Billing Statement.

"Previous Balance" means the balance of your Account at the beginning of a Billing Cycle. This amount is carried over from the New Balance on your Monthly Billing Statement from the month before.

"Protective Advance" means an advance of funds made by Lender, under the terms of this Agreement, to protect Lender's security interest in the Collateral, as set forth below in the sections ADVANCES, SECURITY INTEREST and DEFAULT AND ACCELERATION. Protective Advances will be charged to your Account as an Advance.

**PROMISE TO PAY.** *You promise to pay Lender all amounts charged to your Account by you or any Authorized User who has access to your Account with the actual, apparent, or implied authority to use the Account, including finance charges and other costs and fees, and to the extent permitted by law, reasonable attorney fees, and costs of collection, pursuant to the terms of this Agreement. If your Account is a joint Account, all liability is joint and several.*

**ADVANCES.** You may, from time to time, request Advances under your Account by the use of checks, telephonic transfers, or internet banking transfers furnished or made available to you by Lender. If the Account is opened jointly, all borrowers are authorized to request Advances, not exceeding the Credit Limit, and all borrowers agree to be jointly and severally responsible for each and all Advances.

Lender is not obligated to honor any Access Devices other than those supplied or approved by Lender. Lender also is not obligated to honor any Access Device that would cause you to exceed your Credit Limit or that is presented after credit privileges on your Account have been suspended. If Lender allows you to exceed your Credit Limit, the principal amount you owe in excess of your Credit Limit after deducting Protective Advances will be unsecured.

**TRANSACTION REQUIREMENTS.** The following transaction requirements apply to your Account:

*You agree that any Advance that you may request at any particular time shall be in increments of \$100.00. Any*

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attempt to access your Account for amounts other than this increment, or multiples of this increment, may be denied by Lender and any Access Device written for other than this increment, or multiples of this increment, may be returned unpaid by Lender.

**CANCELLED CHECKS.** Cancelled checks will not be returned to you, but if you make a specific request, Lender will provide photocopies of cancelled checks free of charge.

**CREDIT LIMIT.** This Account has a Credit Limit, at any one time outstanding, of \$44,000.00. You agree to keep the unpaid balance of your Account within the Credit Limit. If Lender allows Advances which cause this limit to be exceeded, you agree to repay the excess immediately upon demand.

**FEES AND CHARGES.** The following fees and charges are payable, or have been paid, in connection with your Account.

**Application Fees.** You paid the following fees and charges at the time of application:

Processing Fee	\$ 93.00
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**Third Party Costs.** The following fees and charges are payable, or have been paid, to third parties in connection with your Account:

Register & Recorder	\$ 30.50 - 31.50
Title Search	\$ 15.00
Flood Determination	\$ 15.00

**HAZARD INSURANCE.** You agree to insure the Collateral through a company of your choice subject to Lender's reasonable approval, and you further agree to pay any costs associated with obtaining and maintaining such insurance. You agree to name Lender as loss payee, or, at Lender's request, mortgagee, in the insurance policy. You agree to deliver satisfactory evidence of such insurance to Lender upon request.

**MINIMUM PAYMENT REQUIREMENTS.** Your Account will have a Minimum Monthly Payment during the Draw Period and Repayment Period as described below. The Minimum Monthly Payment may be increased for any amount past due, any amount by which the Credit Limit is exceeded, and all other charges. Minimum payment requirements apply regardless of payments made in prior months but are subject to your right to withhold payment of amounts that you have disputed under disclosed billing error resolution procedures. Payment will be due on the Payment Due Date specified in your Monthly Billing Statement. Subject to the minimum payment requirements described in this Section, you may pay any or all parts of your outstanding balance at any time without penalty. All payments you make on your Account shall be in lawful money of the United States of America.

**Draw Period.** You can obtain advances of credit for 15 years (the "Draw Period"). During the Draw Period, payments will be due monthly. Your Minimum Monthly Payment will be equal to the greater of 1.000% of the outstanding balance of your Account as of the closing date of each billing statement or \$75.00, unless your unpaid balance is less than the latter amount, in which case your Minimum Monthly Payment will be that amount.

**Repayment Period.** After the Draw Period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance over 15 years (the "Repayment Period"). During the Repayment Period, payments will be due monthly. Your Minimum Monthly Payment payment during the Repayment Period will be calculated in the same way as it was during the Draw Period.

**LATE PAYMENT.** If the Minimum Monthly Payment is more than 15 days late, Lender will impose a late charge of the greater of \$20.00 or 10.000% of the payment past due to compensate Lender for administrative costs arising from the late payment.

**APPLICATION OF PAYMENTS.** Lender reserves the right to apply payments received in payment of your Account in any manner Lender may choose, in Lender's sole discretion, unless a specific order is required by

law.

**FINANCE CHARGE.** A Finance Charge will be assessed on the Daily Balance of your Account for every day of your Billing Cycle. A Finance Charge begins to accrue whenever an Advance is posted to your Account, regardless of when and how much you pay after being billed. To get the Daily Balance, Lender takes the beginning balance of your Account for every day of the Billing Cycle, adds all new Advances, subtracts all payments and credits, all unpaid late charges, all unpaid Finance Charges, and all other charges. This gives Lender the daily balance. Lender figures the Finance Charge on your Account by multiplying the applicable Daily Periodic Rate by the Daily Balance of your Account for each day in the Billing Cycle. These amounts are then added together. The resulting sum is the amount of Finance Charge for the Billing Cycle.

**ANNUAL PERCENTAGE RATE.** Your Account will be subject to a variable Annual Percentage Rate equal to the Wall Street Journal published Prime Rate (if published in a range, the highest number in the range will be used) in effect on the Change Date ("Index"), plus 3.000 percentage points ("Margin"). A change in the Index will cause a change in the Annual Percentage Rate as of the Change Date, which is the first day of the Billing Cycle following an Index change. Increases or decreases in the Annual Percentage Rate will result in like increases or decreases in the Finance Charge you owe on your Account, but will not affect the calculation of your Minimum Monthly Payment. Your Account is currently subject to a Daily Periodic Rate of .1990% and an **\*\*\*ANNUAL PERCENTAGE RATE\*\*\*** of 7.000%. In any event, your Annual Percentage Rate will never be more than 18.000% per annum. Except as limited by the maximum amount there is no limit on the amount the Annual Percentage Rate can increase or decrease on any Change Date. This Annual Percentage Rate does not include costs other than interest. You understand that the reference to the Index specified in this Agreement is solely for the purpose of establishing an Index from which the Annual Percentage Rate actually assessed on your Account will be determined and that the Annual Percentage Rate is figured by referencing the Index specified and not by referencing the actual rate of interest charged by any institution to any particular borrower(s).

**IRREGULAR PAYMENTS.** Lender's acceptance of late payments or partial payments, or payments marked "payment in full," or bearing language to the same effect, will not operate as a waiver of any of its rights under this Agreement. Lender's acceptance of such irregular payments will not affect your unpaid balance as reflected in Lender's records except to the extent that such payments would affect your unpaid balance were such payments not irregular.

**ACCOUNT ACCESS AND LOST ACCESS DEVICES.** All Access Devices, including checks, telephonic transfer access codes, and internet banking transfer access codes, are the property of Lender. You agree to return all Access Devices in your possession upon Lender's request if, at the time of the request, Advances have been suspended or terminated. *You will immediately notify Lender if you or any Authorized User loses or misplaces any Access Device, or you believe your Telephonic transfer or Internet Banking transfer Access Code (personal identification number) has been stolen. If you lose an Access Device which is a check and if the check is presented to and honored by Lender, then at Lender's option, you will be liable for up to the stated face amount of the check.*

**MONTHLY STATEMENTS AND NOTICES.** Lender will send a Monthly Billing Statement showing the transactions on your Account during the preceding Billing Cycle. You agree to review each statement and advise Lender in writing of any errors or problems within sixty (60) days after Lender sends you the first Monthly Billing Statement on which the error or problem appears. Likewise, *you agree to notify Lender promptly and in writing of any change in your address.* Each Monthly Billing Statement is deemed to be a correct statement of your Account unless you establish a billing error under the Federal Truth in Lending Act.



**SECURITY INTEREST.** You give Lender a mortgage on real property ("Mortgage"), or a security interest in a dwelling which is personal property, as applicable, as Collateral to secure all Advances up to your Credit Limit. However, Protective Advances are secured by the Collateral even if they cause the Account balance to exceed the Credit Limit. You agree to fully cooperate with Lender at its request and do whatever is necessary for Lender to take or continue its interest in the property that is intended to be Collateral for your Account. Except for liens described in the Mortgage or other security instrument delivered to Lender, you agree not to permit, create, or allow any mortgage, encumbrance, or other lien on the Collateral described in the Mortgage or security instrument without Lender's prior written consent. The Collateral given under this SECURITY INTEREST Section is to secure the performance of the covenants in this Agreement, including, without limitation, repayment of all Advances and payment of accrued Finance Charge and other charges.

Even if any provision contained in any other document related to this Agreement says otherwise, it is specifically understood and agreed that the only security interest given to Lender for the purposes of this Agreement is in your dwelling.

**RIGHT OF RESCISSION.** If your Account is secured by a security interest in your principal residence, you are entitled to a three (3) day right of rescission under federal law. By obtaining the first Advance of your Account, you warrant and acknowledge that before the Advance, more than the (3) business days passed from the time Lender provided all of the individuals entitled to rescind the Mortgage with two (2) copies each of the notice of right of rescission, as well as copies of Truth in Lending Disclosures (at application and closing, including the Truth in Lending disclosures contained in this Agreement) and a copy of the Home Equity Brochure published by the Federal Reserve Board, and that no person entitled to rescind has exercised this right of rescission.

**NOTIFICATION OF INTENT TO SELL PROPERTY.** You agree to give Lender prior written notice of any intended sale or other transfer, whether as security or otherwise, of property which is collateral for the amounts due under this Agreement. You acknowledge and agree that the sale or other transfer of such property without Lender's written consent is a default under this Agreement. Further, you agree that this loan cannot be assumed by any other party nor can title to the property be taken subject to this Agreement.

**PAYABLE ON DEMAND.** If you are an Executive Officer of Lender, and Lender is a depository institution, and applicable State and/or Federal law dealing with credit extended by Lender to its Executive Officers so requires, your Account shall become immediately due and payable upon demand.

**DEFAULT AND ACCELERATION.** You will be in "default" if:

(a) You fail to make payments according to the terms of this Agreement, including, to the extent permitted by law, through the filing of a bankruptcy action; or

(b) You make a false or misleading statement, including any act of omission, on your Account application or in any representation to Lender while your Account is open, to the extent that fraud or misrepresentation as determined by state law occurs; or

(c) You act or fail to act in a way that adversely affects the Collateral or any rights of Lender in the Collateral; or

(d) You are an Executive Officer of Lender and applicable state and/or federal law dealing with credit extended by us to you specifically requires that as a condition of your Account the credit shall become due and payable on demand.

If you are in default as provided for above, Lender may, after any required notices and to the extent permitted by law, terminate your Account and declare the entire balance of your Account immediately due and payable. At Lender's option, Lender may instead, after any required notice and to the extent permitted by law, temporarily or permanently prohibit additional Advances or reduce your Credit Limit. However, even if your Account is terminated, Advances suspended, or Credit Limit reduced, Lender may still, but is not required to, make Protective Advances to protect its interest in the Collateral. All Protective Advances are subject to the terms of

this Agreement and are secured by the Collateral.

**CANCELLATION.** You may cancel your Account at any time by notifying Lender in writing. If two or more persons are obligated under this Agreement, any one of them may provide Lender with a written request not to permit further Advances under this Agreement, which request Lender may honor. If such an action occurs and the person who made the request to Lender subsequently requests in writing that Lender reinstate all privileges, Lender will do so unless other conditions permit Lender to suspend Advances.

**TEMPORARY SUSPENSION OF CREDIT AND/OR REDUCTION OF CREDIT LIMIT.** Lender may, after any required notice and to the extent permitted by law, temporarily prohibit Advances and/or reduce your Credit Limit if:

The value of the dwelling securing your Account declines such that the initial difference between the Credit Limit and the available equity, based on the appraised value for the purposes of your Account, is reduced by 50% or more; or

Lender reasonably believes that you will not be able to meet your Account repayment requirements due to a material change in your financial condition; or

You are in default of a material obligation under this Agreement (your material obligations for this purpose are in *italics* in this Agreement); or

Government action prevents Lender from imposing the Annual Percentage Rate called for, or impairs Lender's security for your Account such that the value of the Collateral is less than 120% of your Credit Limit; or

A regulatory agency notifies Lender that continued Advances would constitute an unsafe and unsound practice; or

The Annual Percentage Rate would exceed the maximum rate allowed under your Account.

If Lender temporarily prohibits Advances or reduces your Credit Limit because any of the above conditions exist, within three business days after the time such action is taken, Lender will mail or deliver a written notice of such action, including a reason for it, to each person who is affected. If Advances have been suspended or your Credit Limit reduced, you will have to make a written request to Lender for reinstatement of your credit privileges or Credit Limit to its prior level before Lender will consider such reinstatement. If you make such a request, Lender will investigate and determine whether the condition which caused Lender's action has changed. You will be notified of Lender's reinstatement action or that Lender's prior action remains in effect. If the condition which caused Lender's action has changed, but another condition exists which itself allows continued temporary suspension of credit and/or reduction of Credit Limit and/or Account termination, Lender may react to such condition in a manner consistent with this Agreement.

**WAIVERS.**

(a) To the extent permitted by law, you agree to waive presentment, notice of dishonor, and protest on behalf of yourself and all makers, sureties, guarantors, and endorsers of the Agreement. The obligations of this Agreement shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

(b) You agree to waive and release Lender from all defenses, rights, and claims you may have against any person or company honoring an Access Device or not permitting a Credit Purchase, except where such rights cannot be waived under the Fair Credit Billing Act (see STATEMENT OF BILLING RIGHTS) or other applicable law.

**GOVERNING LAW.** Except as federal law may apply, this Agreement is governed by the laws of Pennsylvania.

this Agreement and are secured by the Collateral.

**CANCELLATION.** You may cancel your Account at any time by notifying Lender in writing. If two or more persons are obligated under this Agreement, any one of them may provide Lender with a written request not to permit further Advances under this Agreement, which request Lender may honor. If such an action occurs and the person who made the request to Lender subsequently requests in writing that Lender reinstate all privileges, Lender will do so unless other conditions permit Lender to suspend Advances.

**TEMPORARY SUSPENSION OF CREDIT AND/OR REDUCTION OF CREDIT LIMIT.** Lender may, after any required notice and to the extent permitted by law, temporarily prohibit Advances and/or reduce your Credit Limit if:

The value of the dwelling securing your Account declines such that the initial difference between the Credit Limit and the available equity, based on the appraised value for the purposes of your Account, is reduced by 50% or more; or

Lender reasonably believes that you will not be able to meet your Account repayment requirements due to a material change in your financial condition; or

You are in default of a material obligation under this Agreement (your material obligations for this purpose are in *italics* in this Agreement); or

Government action prevents Lender from imposing the Annual Percentage Rate called for, or impairs Lender's security for your Account such that the value of the Collateral is less than 120% of your Credit Limit; or

A regulatory agency notifies Lender that continued Advances would constitute an unsafe and unsound practice; or

The Annual Percentage Rate would exceed the maximum rate allowed under your Account.

If Lender temporarily prohibits Advances or reduces your Credit Limit because any of the above conditions exist, within three business days after the time such action is taken, Lender will mail or deliver a written notice of such action, including a reason for it, to each person who is affected. If Advances have been suspended or your Credit Limit reduced, you will have to make a written request to Lender for reinstatement of your credit privileges or Credit Limit to its prior level before Lender will consider such reinstatement. If you make such a request, Lender will investigate and determine whether the condition which caused Lender's action has changed. You will be notified of Lender's reinstatement action or that Lender's prior action remains in effect. If the condition which caused Lender's action has changed, but another condition exists which itself allows continued temporary suspension of credit and/or reduction of Credit Limit and/or Account termination, Lender may react to such condition in a manner consistent with this Agreement.

**WAIVERS.**

(a) To the extent permitted by law, you agree to waive presentment, notice of dishonor, and protest on behalf of yourself and all makers, sureties, guarantors, and endorers of the Agreement. The obligations of this Agreement shall be the joint and several obligation of all makers, sureties, guarantors, and endorers, and shall be binding upon them and their successors and assigns.

(b) You agree to waive and release Lender from all defenses, rights, and claims you may have against any person or company honoring an Access Device or not permitting a Credit Purchase, except where such rights cannot be waived under the Fair Credit Billing Act (see STATEMENT OF BILLING RIGHTS) or other applicable law.

**GOVERNING LAW.** Except as federal law may apply, this Agreement is governed by the laws of Pennsylvania.

**AMENDMENT.** Lender may change the terms of this Agreement, if the change is to your unequivocal benefit, by mailing or delivering notice to you of the change within the time limits described by the Federal Truth in Lending Act and Regulation Z. In addition, Lender may change the terms of this Agreement:

(a) If the stated Index used to determine the variable interest rate under this Agreement ceases to exist, in which case Lender may substitute an appropriate Margin and an appropriate and substantially similar Index; or

(b) If you agree to the change in writing; or

(c) If the change is insignificant, such as a change in Lender's address for sending a notice of an alleged billing error.

**TAX DEDUCTIBILITY.** You should consult a tax advisor regarding the deductibility of interest and charges under this equity line of credit.

**LIMITATION ON THE USE OF ADVANCED PROCEEDS.** *You agree that you will not use your line of credit to acquire or refinance a one-to-four family dwelling used to secure this Account.*

**SET-OFF.** To the extent permitted by law, Lender has the right to set off any mutual indebtedness. This right will not extend to any Keogh account or IRA.

**COLLECTION OF COSTS.** *To the extent permitted by law, you agree to reimburse Lender for all reasonable costs, expenses, and reasonable attorney fees incurred in enforcing its rights under this Agreement. To the extent permitted by law, Lender may, but is not required to, make one or more Advances on your behalf to pay such costs, expenses, and fees.*

**FUTURE INFORMATION.** *Whenever you seek an advance on your Account, Lender may require such proof as it deems necessary to verify your identity. You agree to provide information to update Lender's records related to your Account, and any other financial information related to you, at Lender's request.*

**BILLING STATEMENTS.** Lender will mail you a Monthly Billing Statement every month in which there is a debit or credit of more than one dollar (\$1.00) or whenever a Finance Charge has been imposed. Lender does not have to send you a Monthly Billing Statement if it believes that your Account is uncollectible or if it has started a collection proceeding.

**AGREEMENT ENFORCEMENT.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, all other provisions will remain in full force and effect. If you cancel your Account, or if your Account is terminated, this Agreement will remain in effect, to the extent applicable, as to any unpaid balance.

**ASSIGNMENT.** *This Agreement may not be assigned by you without Lender's prior written consent. You understand and agree that Lender may assign this Agreement and the security interest securing it without your prior written consent.*

**LENDER'S RIGHTS.** Lender does not lose any of its rights, whether arising under this Agreement, any other instrument related to this Agreement, by law, or otherwise, if it delays enforcing them or waives them in a particular instance.

**ADDITIONAL PROVISIONS.** You may authorize us to automatically deduct your monthly payment from your checking or savings Account with us. If the Automatic Payment Deduction is terminated for any reason, the interest rate on your Account will increase by 1/4 of 1%.

**SIGNATORY.** By signing below, you acknowledge that you are contractually liable under this Agreement. You also acknowledge receipt of a copy of this Agreement, Truth in Lending Disclosures provided by Lender to you at or about the time you requested an application, and a copy of the Home Equity Brochure published by the Federal Reserve Board.

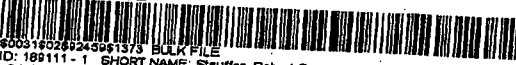
Robert S. Stauffer 6-27-03  
Borrower's Signature/Date  
ROBERT S. STAUFFER  
Borrower's Printed Name

\_\_\_\_\_  
Borrower's Signature/Date  
\_\_\_\_\_  
Borrower's Printed Name

Cheri Irene Stauffer 6-27-03  
Borrower's Signature/Date  
\_\_\_\_\_  
Borrower's Printed Name

\_\_\_\_\_  
Borrower's Signature/Date  
\_\_\_\_\_  
Borrower's Printed Name

LOAN - COLLATERAL

  
#00318028245981373 BULK FILE  
ID: 180111 - 1 SHORT NAME: Stauffer, Robert S  
LOAN NUMBER: 48473841 NEW NOTE NUMBER:  
DOC CODE: L-RHEL-1 DOC: Home Equity Line Agreement  
USER: STHORP Date: 07/15/2003 08:45:57 AM



COUNTY NATIONAL BANK

August 5, 2004

**CERTIFIED MAIL:**

# 7106 3901 9842 7186 6576

# 7106 3901 9842 7186 6583

**First Class Mail**

Robert S. Stauffer II  
C/O Robert and Lynette Hefenfinger  
95 Cherry Lane  
Marysville, PA 17053

Cheri J. Stauffer  
14640 Stream Pond Drive  
Centreville, VA 20120

Re: County National Bank  
Delinquent Mortgage Account # 4647384-1

Dear Mr. and Ms. Stauffer:

The Mortgages, which you executed on June 27, 2003, in favor of County National Bank for \$44,000.00, are in default. The Mortgage is recorded in Clearfield County Record Book Instrument Number 200311780. This mortgage encumbers and place liens upon your property known as 609 Schofield St, Curwensville, Clearfield County, Pennsylvania, 16833.

You have failed to make the full monthly payments since May 2004, and are in default. The total amount of default is \$1,395.00, which includes \$127.00 in late charges.

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

1. First, you can bring your account current by paying County National Bank delinquent payments that total \$1,395.00; or,
2. Second, you can pay this mortgage off entirely by tendering \$44,824.62, which includes a balance of \$43,814.17; accrued interest through 08/05/04 of \$852.95; late charges of \$127.00; and loan satisfaction fee of \$30.50.

Interest will accrue at the rate of 9.0029116 a day from August 5, 2004.



COUNTY NATIONAL BANK

August 5, 2004

**CERTIFIED MAIL:**

# 7106 3901 9842 7186 6576

# 7106 3901 9842 7186 6583

**First Class Mail**

Robert S. Stauffer II  
C/O Robert and Lynette Hefenfinger  
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Marysville, PA 17053

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Robert S. and Cheri I. Stauffer  
August 5, 2004  
Page 2

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

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to confess judgment against you. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$44,824.62, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by County National Bank, but in no event exceeding eight (8%) percent of the total indebtedness. If CNB obtains judgment against you for those amounts, it can then execute against your property, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, December 3, 2004.**

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

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

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

If you fail to cure your default within thirty (30) days, which is on or before September 5, 2004, the bank will confess judgment against you and institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



Patricia A. London  
Senior Credit Adjustor  
800-492-3221 Extension 186



2. Article Number



7160 3901 9842 7186 6576

3. Service Type: CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

ROBERT S STAUFFER II  
C/O ROBERT AND LYNETTE  
HEFENFINGER  
95 CHERRY LANE  
MARYSVILLE PA 17053

A. Received by (Please Print Clearly)

R. S. STAUFFER

B. Date of Delivery

8-9-04

C. Signature

☐ Agent  
☐ Addressee  
☐ Yes  
☐ No

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

PS Form 3811, January 2003

Domestic Return Receipt

US Postal Service

# Certified Mail Receipt

 Domestic Mail Only  
 No Insurance  
 Coverage Provided

 507 Postage  
 Certified Fee  
 Return Receipt Fee  
 (Endorsement Required)  
 Restricted Delivery Fee  
 (Endorsement Required)  
 Total Postage & Fees

\$

\$4.42

Postmark Here

8-6-04

Sent To:

ROBERT S STAUFFER II  
C/O ROBERT AND LYNETTE  
HEFENFINGER  
95 CHERRY LANE  
MARYSVILLE PA 17053

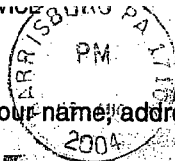
PS Form 3800, January 2003

US Postal Service

Certified Mail Receipt

2

EXHIBIT D

Postage & Fees Paid  
USPS  
Permit No. G-10

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

ATTN: *LDJ*

COUNTY NATIONAL BANK

PO BOX 42

CLEARFIELD PA 16830-0042

**Certified Mail Provides:**

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

**Important Reminders:**

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

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

COUNTY MATRIMONIALS

**RETURN RECEIPT REQUESTED**


☐ Return  
☐ Registered  
☒ Not Registered  
☐ No Exact Street  
☐ No Exact Number  
☐ No Reference  
☐ Released  
☐ Not Known  
☐ Expired

~~CHERI J SHAUFFER  
14640 STREAM POND DRIVE  
CENTREVILLE VA 20120~~

05/20/2014

*[Handwritten notes and stamps are present on the page.]*

CLAREFIELD  
AUG 06 '04  
PA


**4.42**  
 PB METER  
 7141616 U.S. POSTAGE

7160 3901 9842 7186 6583

**Sent To:**

CHEN I SHAUFER  
14640 STEPHAN POND DRIVE  
CENTREVILLE VA 20120

PS Form 3800, January 2003

US Postal Service

**Certified Mail Receipt**

2

NEVER FOLD AT DOTTED LINE  
TO PREVENT ADDRESS FROM BEING  
REMOVED

2. Article Number



7180 3901 4542 2106 6583

3. Service type: **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

**CHERRY L. SHAPIRO  
14000 EUREKA ROAD DRIVE  
CHERRYVILLE VA 20120**

LINE 1:

PS Form 3811, January 2003

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent  
☐ Addressee

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

☐ Yes  
☐ No

Domestic Return Receipt

**Certified Mail Provides:**

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

**Important Reminders:**

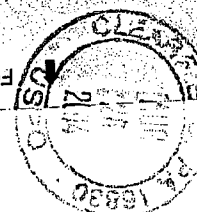
- ☐ Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- ☐ Certified Mail is not available for any class of international mail.
- ☐ NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- ☐ For an additional fee, a Return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

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

PS Form 3800, January 2003 (Reverse)

Thank you for using Return Receipt Service

FOLD AND TEAR HERE



FILED

FEB 01 2005

William A. S.  
Prothonotary/Clerk, Courts

OFFICE OF THE SHERIFF  
CUMBERLAND COUNTY, PA  
2004 NOV 22 A 11:47

SHERIFF

SHERIFF

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2004-1553-CD

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, counsel for Plaintiff in the above captioned matter, certify that I made special service on the Defendant, Robert S. Stauffer, II pursuant to the Order authoring such service entered by the Court by Order dated January 18, 2005. I attach hereto and incorporated herein by reference original Proofs of Publication in The Progress and The Clearfield County Legal Journal.

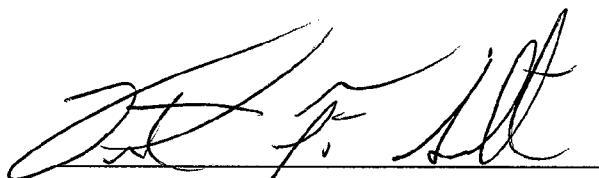
I further certify that I sent a certified copy of the complaint by First Class Mail Postage Prepaid to the Defendant, Robert S. Stauffer, II's last known address which is 95 Cherry Lane, Marysville, PA 17053.

I further certify that the envelope was not returned to me by the U. S. Postal Service and that my return address appeared on the exterior of that envelope.

Respectfully submitted,

Date:

3/17/05



Peter F. Smith, Esquire  
Attorney for Plaintiff

**FILED**

MAR 17 2005 GK  
0112201  
William A. Shaw  
Prothonotary/Clerk of Courts  
W A Shaw

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

ROBERT S. STAUFFER,  
a/k/a ROBERT S. STAUFFER, II  
a/k/a ROBERT S. STAUFFER, III  
and C. IRENE STAUFFER,  
a/k/a CHERII. STAUFFER,  
a/k/a CHERII IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

NOTICE

TO: ROBERT S. STAUFFER,  
a/k/a ROBERT S. STAUFFER, II  
a/k/a ROBERT S. STAUFFER, III  
NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Clearfield County  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

Note: The office shall be that designated by the court under Rule 1018.1(c)

1:22-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 27th day of January, A.D. 20 05, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of January 22, 2005

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

*Margaret E. Krebs*

Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robison*  
Notary Public  
Clearfield, Pa.

My Commission Expires  
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2007

Member, Pennsylvania Association Of Notaries

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

COUNTY NATIONAL BANK, Plaintiff vs.  
ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER, Defendants.

No. 2004-1553-CD

**NOTICE**

TO: ROBERT S. STAUFFER a/k/a  
ROBERT S. STAUFFER, II a/k/a ROBERT  
S. STAUFFER, III

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

Note: The office shall be that designated  
by the court under Rule 1018.1 (c)

Peter F. Smith, Attorney, 30 South  
Second Street, PO Box 130, Clearfield, PA  
16830.



KOWSKI, JAMES WHITTLE, J. S. REITZ, A. H. REITZ and MICHAEL A. KWEDER, and any heir, persons claiming or who might claim title under the aforesaid defendants; and any other person, persons, firms, partnerships or corporate entities who might claim title to the premises herein described, Defendants.

No. 04-1996 C.D

QUIET TITLE ACTION NOTICE

TO: Frances A. Williams, Mrs. Philip Williams, Chester G. Bloom, W. L. Hoover, Harry Bender, Sr., Harry Bender, Jr., Joseph Gorzalkowski, James Whittle, J. S. Reitz, A. H. Reitz and Michael A. Kweder, their successors and assigns and any person or entity claiming, or who might claim title under the aforesaid defendants; and any other person, persons, firms, partnerships or corporate entities in interest.

You are hereby notified that an action to quiet title to the premises situate, lying and being in the Borough [now City] of DuBois, Clearfield County, Pennsylvania, has been filed against you. Said premises are described as follows:

Lot 65 of the Henry Fireman's Addition to DuBois and Lot 12, Lot 13, Lot 20, Lot 33 and Lot 35 in the Whittle Addition to the Borough of DuBois, recorded on September 27, 1911 in Miscellaneous Book No. 9, at page 277. Said properties are now identified as Lot A, Lot F, Lot G, Lot H and Lot I in a subdivision known as the Rumbarger Avenue Estates, a survey plat which is dated October 15, 2003, revised December 11, 2003 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania as Instrument No. 2004-02566.

You have been sued in Court. The purpose of this quiet title action is to extinguish any right or equity which the Defendants above named and their heirs, administrators, executors and assigns may have in the property as described above. The Plaintiff in this action, after a diligent search, has been unable to locate the Defendants or their devisees or heirs.

Whereupon the Court Ordered that notice of said action be served on the

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

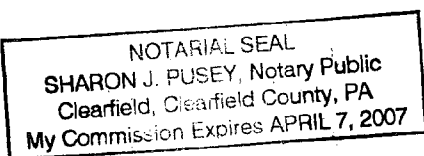
COUNTY OF CLEARFIELD :

On this 14th day of March AD 2005, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of January 28, 2005. Vol. 17, No. 4. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

  
\_\_\_\_\_  
Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires



Peter F. Smith  
PO Box 130  
Clearfield PA 16830

IN SENATE  
JANUARY 11, 1905  
REPORT

OF THE  
COMMISSIONERS OF THE  
LAND OFFICE

IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
JANUARY 11, 1905  
RELATIVE TO THE  
LANDS BELONGING TO THE  
STATE OF NEW YORK

ALBANY:

**FILED**

**MAR 17 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,

Defendants

No. 2004-1553-CD

Type of Case:  
**FORECLOSURE**

Type of Pleading:  
**MOTION AND AFFIDAVIT FOR  
SPECIAL SERVICE OF WRIT  
OF EXECUTION BY PUBLICATION**

Filed on Behalf of:  
**PLAINTIFF**

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

**FILED** <sup>cc</sup>  
03:05/01 *Att'y P. Smith*  
APR 14 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

***MOTION AND AFFIDAVIT FOR SPECIAL SERVICE OF WRIT  
OF EXECUTION BY PUBLICATION***

COMES NOW, County National Bank, Plaintiff, by its Attorney Peter F. Smith who moves this Court to authorize the service on the Defendant Robert S. Stauffer, II by publication and regular mail, and support thereof states the following:

1. Pursuant to Order dated January 18, 2005, the Court permitted Plaintiff to make service of the complaint filed in this matter on the Defendant Robert S. Stauffer, II by special service because his whereabouts were unknown.
2. Special service was completed and a Certificate of Service to that effect was filed on March 17, 2005.
3. No answer or other responsive pleading has been filed by either Defendant.
4. Plaintiff has prepared to file a Praecipe for Default Judgment, and Praecipe for Writ of Execution against the real estate subject to this foreclosure action.

5. Defendant Robert S. Stauffer, II's whereabouts are still unknown. Plaintiff, its counsel and his staff then undertook the following steps to locate the Defendant Robert S. Stauffer, II at this structure of the proceedings.

6. Counsel called Directory Assistance for Marysville, Pennsylvania and found no listing for Robert S. Stauffer, II or any variation of that Defendant's name in Marysville.

7. Counsel for Plaintiff then called Directory Assistance for the Greater Harrisburg area and also discovered no listing for Robert S. Stauffer, II or any variation of that name.

8. Counsel contacted the other Defendant and former wife of Defendant Robert S. Stauffer, II. She stated that he is unemployed and that she does not know his whereabouts.

9. Counsel for the Plaintiff checked the records at the Clearfield County Assessment Office and the Perry County Assessment Office. No address for the Defendant Robert S. Stauffer, II other than the address of the subject real estate at 609 Schofield Street, Curwensville, PA 16833 was found.

10. Counsel then contacted the Voter Registration Office for Clearfield County and was advised that there were no one found by that name.

11. Counsel next contacted the Voter Registration Office for Perry County and was advised that there was no one found by that name.

12. Counsel for the Plaintiff contacted the Postmaster of Curwensville, Pennsylvania to inquire about the Defendant's address or forwarding address. The Postmaster had no updated information. A copy of his/her response is attached as Motion Exhibit A.

13. Counsel for the Plaintiff contacted the Postmaster of Marysville, Pennsylvania to inquire about the Defendant's address or forwarding address. The Postmaster had no updated information. A copy of his/her response is attached as Motion Exhibit B.

14. Counsel checked the Estate records at the Clearfield County Courthouse and found no record of Defendant Robert S. Stauffer's death.

15. Counsel checked the Estate records at the Perry County Courthouse and found no records of Defendant Robert S. Stauffer's death.

16. Counsel inquired with Social Security Administration of America and was advised that the SSA has no record of Defendant Robert S. Stauffer's death.

17. Plaintiff's counsel performed an Internet search in an attempt to locate the Defendant or verify the Marysville address.

18. This attempt was unsuccessful.

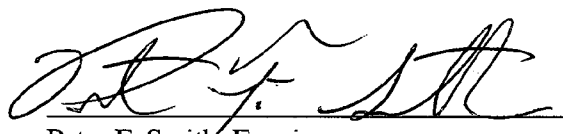
19. Counsel also attempted to contact Defendant's sisters. Telephone messages were not returned.

WHEREFORE, Plaintiff moves this Honorable Court to enter an Order granting it permission to serve the Defendant Robert S. Stauffer, II by publication on one (1) occasion in The Progress and in the Clearfield County Legal Journal.

Respectfully submitted,

Dated:

4/13/05



Peter F. Smith, Esquire  
Attorney for Plaintiff

AFFIDAVIT


STATE OF PENNSYLVANIA :  
 : SS  
COUNTY OF CLEARFIELD :

I, Peter F. Smith, counsel for Plaintiff, being duly sworn according to law, deposes and says that the averments of the foregoing Motion for Service of the Writ by Publication are true and correct to the best of his knowledge, information and belief.



Peter F. Smith, Esquire  
Counsel for County National Bank

SWORN TO AND SUBSCRIBED  
before me this 14<sup>th</sup> day of  
April, 2005.

  
Notary Public

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



Order

**FILED**

**APR 14 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

AFFIDAVIT


STATE OF PENNSYLVANIA :  
 : SS  
COUNTY OF CLEARFIELD :

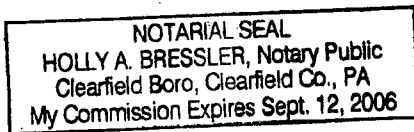
I, Peter F. Smith, counsel for Plaintiff, being duly sworn according to law, deposes and says that the averments of the foregoing Motion for Service of the Writ by Publication are true and correct to the best of his knowledge, information and belief.



Peter F. Smith, Esquire  
Counsel for County National Bank

SWORN TO AND SUBSCRIBED  
before me this 14<sup>th</sup> day of  
April, 2005.

  
Notary Public



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

**ORDER**

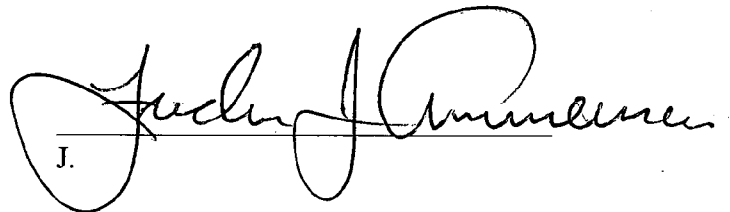
AND NOW, this 14<sup>th</sup> day of April, 2005, upon consideration of Plaintiff's Motion for Service of the Writ of Execution by Publication, it is;

ORDERED, ADJUDGED AND DECREED that Plaintiff shall make service of the Writ of Execution on the Defendant in this matter by publishing notice in the form attached to the Motion as Exhibit A on one (1) occasion in The Progress and the Clearfield County Legal Journal and by sending a Certified copy of the Writ of Execution by First Class Mail to Defendant's last known address which is 95 Cherry Lane, Marysville, PA 17053.

By the Court:

FILED <sup>64</sup>  
ice  
013:0581  
APR 14 2005  
Atty P. Smith

William A. Shaw  
Prothonotary/Clerk of Courts

  
J.

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

***NOTICE***

**TO: ROBERT S. STAUFFER a/k/a  
ROBERT S. STAUFFER, II a/k/a  
ROBERT S. STAUFFER, III**

**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.

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

### **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 his interests therein:

The parcel of real estate subject to this action consists of a house and garage on a lot known as 609 Schofield Street, Curwensville, Clearfield County Pennsylvania 16833, identified by Clearfield County Tax Map No. 6.2-H10-287-23 and is more particularly described as follows:

**ALL that certain piece, parcel or tract of land situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:**

**BEGINNING at a post, corner of lot now or formerly of Harry Fisher and Pearl Fisher and Scofield Street; thence in a northwesterly direction 50.2 feet to a post at corner of other lot now or formerly of Isabell Miller; thence by said last mentioned North 26 degrees 30 minutes East 131 feet to a post at an alley; thence South 63 degrees 30 minutes East 50 feet to a post at lot now or formerly of Harry Fisher and Pearl Fisher; thence by said last mentioned lot South 26 degrees 30 minutes West 141 feet to a post at Scofield Street and place of beginning.**

**BEING the same premises conveyed to Robert S. Stauffer, III and C. Irene Stauffer by deed dated January 23, 2002 and recorded at Clearfield County Instrument Number 200201805.**

**2. Amounts Due:**

a)	Balance	\$43,814.17
b)	Interest Due to 9/21/04	\$ 1,285.39
c)	Interest accruing after 9/21/05 at \$9.3030087 per day (to be added)	\$ _____
d)	Late charges	\$ 215.20
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's fees	\$ _____

**PRELIMINARY TOTAL \$ 45,345.26**

**FINAL TOTAL \$**

## CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

---

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

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

---

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

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

---

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

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

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

---

Address

---

Phone Number

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

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

---

Defendant

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

Clearfield County Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830



**MAJOR EXEMPTIONS UNDER  
PENNSYLVANIA AND FEDERAL LAW**

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

March 31, 2005

Postmaster  
525 State Street  
Curwensville, PA 16833

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR  
SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

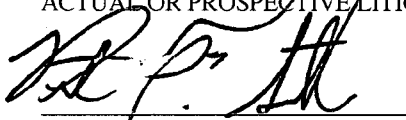
Name: Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III  
Address: ~~6029~~ Schofield, Curwensville, PA 16833 and/or 95 Cherry Lane, Marysville, PA 17053  
605

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Plaintiff's Attorney
2. Statute or regulation that empowers me to serve process: Not required when requester is an attorney.
3. The names of all known parties to this litigation: CNB v. Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III and C. Irene Stauffer a/k/a Cheri I. Stauffer a/k/a Cheri Irene Stauffer
4. The court in which the case has been or will be heard: Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been assigned: 2004-1553-CD
6. The capacity in which this individual is to be served: Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

  
Peter F. Smith, Attorney

P.O. Box 130, Clearfield, PA 16830

**FOR THE POST OFFICE USE ONLY**

☒ NO CHANGE OF ADDRESS ORDER ON FILE

POST MARK

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:



Moved  
Left  
NO  
FWDING  
ADDRESS

March 31, 2005

Postmaster  
309 Cameron Street  
Marysville, PA 17053

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR  
SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

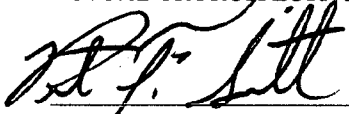
Name: Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III  
Address: 6029 Schofield, Curwensville, PA 16833 and/or 95 Cherry Lane, Marysville, PA 17053

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Plaintiff's Attorney
2. Statute or regulation that empowers me to serve process: Not required when requester is an attorney.
3. The names of all known parties to this litigation: CNB v. Robert S. Stauffer a/k/a Robert S. Stauffer, II a/k/a Robert S. Stauffer, III and C. Irene Stauffer a/k/a Cheri I. Stauffer a/k/a Cheri Irene Stauffer
4. The court in which the case has been or will be heard: Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been assigned: 2004-1553-CD
6. The capacity in which this individual is to be served: Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

  
Peter F. Smith, Attorney

P.O. Box 130, Clearfield, PA 16830

**FOR THE POST OFFICE USE ONLY**

☒ NO CHANGE OF ADDRESS ORDER ON FILE

POST MARK

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS:



**FILED**

**APR 14 2005**

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  
CIVIL DIVISION

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

**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:

Robert S. Stauffer a/k/a  
Robert S. Stauffer, II a/k/a  
Robert S. Stauffer, III  
95 Cherry Lane  
Marysville, PA 17053

C. Irene Stauffer a/k/a  
Cheri I. Stauffer a/k/a  
Cheri Irene Stauffer  
801 Walnut Street  
Lemoyne, PA 17043

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

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

**FILED** No CC  
04:00 PM  
APR 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

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

Pike Township Water  
P.O. Box 27  
Curwensville, PA 16833

Curwensville Municipal Authority  
900 Susquehanna Ave.  
Curwensville, PA 16833

Clearfield County Tax Claim Bureau  
Clearfield County Annex Building  
230 East Market St.  
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:

4/14/05



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

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

**FILED**

APR 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

Plff. pd.  
2000  
014:00/61  
Notice to  
Defts.

Atty

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on March 11, 2005, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendants. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendants at the following address:

Robert S. Stauffer, II  
95 Cherry Lane  
Marysville, PA 17053

Cherie I. Stauffer  
801 Walnut Street  
Lemoyne, PA 17043

3. More than ten days have elapsed since the mailing of said Notice, but Defendants are still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$45,345.26** plus interest and costs of suit.

a)	Balance	\$43,814.17
b)	Interest Due to 9/21/04	\$ 1,285.39
c)	Interest accruing after 9/21/05 at \$9.3030087 per day (to be added)	\$ _____
d)	Late charges	\$ 215.20
e)	Satisfaction Fee	\$ 30.50

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

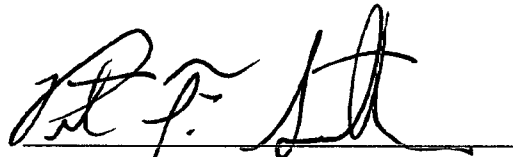
PRELIMINARY TOTAL	\$ 45,345.26
-------------------	--------------

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

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

Respectfully submitted:

Date: 3/30/05

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

Peter F. Smith, Esquire  
Attorney for Plaintiff



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

COUNTY NATIONAL BANK,  
Plaintiff

No. 2004-1553-CD

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

TO: C. IRENE STAUFFER, a/k/a  
CHERI I. STAUFFER, a/k/a  
CHERI IRENE STAUFFER  
801 Walnut Street  
Lemoyne, PA 17043

ROBERT S. STAUFFER, a/k/a  
ROBERT S. STAUFFER, II, a/k/a  
ROBERT S. STAUFFER, III  
95 Cherry Lane  
Marysville, PA 17053

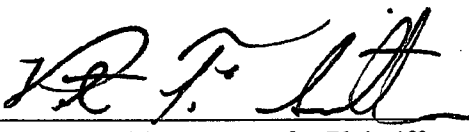
**IMPORTANT NOTICE**

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

**THIS TEN (10) DAY PERIOD SHALL EXPIRE ON MARCH 21, 2005.**

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

Date: March 11, 2005

  
Peter F. Smith, Attorney for Plaintiff

cc: Lori D. Trumbull, County National Bank

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

COPY

Notice is given that a judgment has been entered of record in Clearfield County against Robert S. Stauffer a/k/a Robert S. Stauffer, II, a/k/a Robert S. Stauffer, III and C. Irene Stauffer a/k/a Cheri I. Stauffer a/k/a Cherie Irene Stauffer, Defendants, and in favor of the Plaintiff in the amount of \$45,345.26, plus interest and costs.

Prothonotary

By William L. [Signature], Deputy

Rule of Civil Procedure No. 236

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

COPY

County National Bank  
Plaintiff(s)

No.: 2004-01553-CD

Real Debt: \$45,345.26

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert S Stauffer  
C. Irene Stauffer  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 15, 2005

Expires: April 15, 2010

Certified from the record this 15th day of April, 2005.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,

Defendants

No. 2004-1553-CD

**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:

**ROBERT S. STAUFFER a/k/a  
ROBERT S. STAUFFER, II a/k/a  
ROBERT S. STAUFFER, III**

**C. IRENE STAUFFER a/k/a  
CHERI I. STAUFFER a/k/a  
CHERI IRENE STAUFFER**

2. Property owned by the Defendants as follows:

The parcel of real estate subject to this action consists of a house and garage on a lot known  
as 609 Schofield Street, Curwensville, Clearfield County Pennsylvania 16833, identified by  
Clearfield County Tax Map No. 6.2-H10-287-23 and is more particularly described as follows:

**ALL that certain piece, parcel or tract of land situate in the Borough of Curwensville,  
County of Clearfield and Commonwealth of Pennsylvania, bounded and described as  
follows:**

**FILED**

APR 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts to  
Sheriff

BEGINNING at a post, corner of lot now or formerly of Harry Fisher and Pearl Fisher and Scofield Street; thence in a northwesterly direction 50.2 feet to a post at corner of other lot now or formerly of Isabell Miller; thence by said last mentioned North 26 degrees 30 minutes East 131 feet to a post at an alley; thence South 63 degrees 30 minutes East 50 feet to a post at lot now or formerly of Harry Fisher and Pearl Fisher; thence by said last mentioned lot South 26 degrees 30 minutes West 141 feet to a post at Scofield Street and place of beginning.

BEING the same premises conveyed to Robert S. Stauffer, III and C. Irene Stauffer by deed dated January 23, 2002 and recorded at Clearfield County Instrument Number 200201805.

3. Amounts Due:

a)	Balance	\$43,814.17
b)	Interest Due to 9/21/04	\$ 1,285.39
c)	Interest accruing after 9/21/05 at \$9.3030087 per day (to be added)	\$ _____
d)	Late charges	\$ 215.20
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

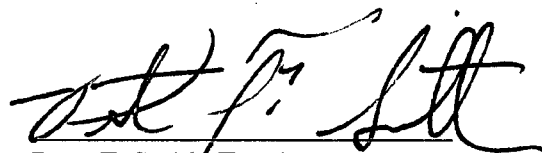
PRELIMINARY TOTAL \$ 45,345.26

Date: April 15, 2005

Prothonotary Costs \$ 139.00

FINAL TOTAL \$

Dated: 3/30/06

  
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

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

COPY

**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

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

**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 house and garage on a lot known  
as 609 Schofield Street, Curwensville, Clearfield County Pennsylvania 16833, identified by  
Clearfield County Tax Map No. 6.2-H10-287-23 and is more particularly described as follows:

**ALL that certain piece, parcel or tract of land situate in the Borough of Curwensville,  
County of Clearfield and Commonwealth of Pennsylvania, bounded and described as  
follows:**

**BEGINNING at a post, corner of lot now or formerly of Harry Fisher and Pearl  
Fisher and Scofield Street; thence in a northwesterly direction 50.2 feet to a post at corner of  
other lot now or formerly of Isabell Miller; thence by said last mentioned North 26 degrees 30  
minutes East 131 feet to a post at an alley; thence South 63 degrees 30 minutes East 50 feet to  
a post at lot now or formerly of Harry Fisher and Pearl Fisher; thence by said last mentioned  
lot South 26 degrees 30 minutes West 141 feet to a post at Scofield Street and place of  
beginning.**

**BEING the same premises conveyed to Robert S. Stauffer, III and C. Irene Stauffer  
by deed dated January 23, 2002 and recorded at Clearfield County Instrument Number  
200201805.**

2. Amounts Due:

a)	Balance	\$43,814.17
b)	Interest Due to 9/21/04	\$ 1,285.39
c)	Interest accruing after 9/21/05 at \$9.3030087 per day (to be added)	\$ _____
d)	Late charges	\$ 215.20
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL \$ 45,345.26

Date: 4/15/05

Prothonotary Costs \$ 139.00

**FINAL TOTAL** \$

\_\_\_\_\_  
Prothonotary

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



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

---

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

---

Address

---

Phone Number

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

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

\_\_\_\_\_  
Defendant

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

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

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

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

				<p><b>PETER F. SMITH</b> ATTORNEY 30 SOUTH SECOND STREET P.O. BOX 130 CLEARFIELD, PA. 16830</p>
--	--	--	--	---

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

**FILED** <sup>62</sup> No  
0/4:00AM CC  
APR 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**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: Robert S. Stauffer a/k/a  
Robert S. Stauffer, II a/k/a  
Robert S. Stauffer, III  
95 Cherry Lane  
Marysville, PA 17053

C. Irene Stauffer a/k/a  
Cheri I. Stauffer a/k/a  
Cheri Irene Stauffer  
801 Walnut Street  
Lemoyne, PA 17043

Date: 3/30/05



Peter F. Smith  
Attorney for Plaintiff

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

COUNTY NATIONAL BANK,  
Plaintiff

No. 2004-1553-CD

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, counsel for Plaintiff in the above captioned matter, certify that I made special service on the Defendant, Robert S. Stauffer, II pursuant to the Order authoring such service entered by the Court by Order dated April 14, 2005. I attach hereto and incorporated herein by reference original Proofs of Publication in The Progress and The Clearfield County Legal Journal.

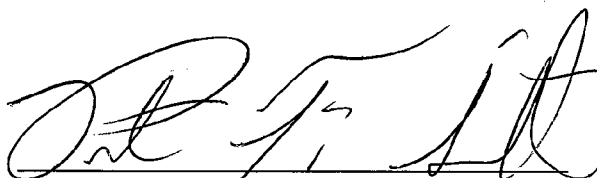
I further certify that I sent a certified copy of the complaint by First Class Mail Postage Prepaid to the Defendant, Robert S. Stauffer, II's last known address which is 95 Cherry Lane, Marysville, PA 17053.

I further certify that the envelope was not returned to me by the U. S. Postal Service and that my return address appeared on the exterior of that envelope.

Respectfully submitted,

Date:

5/16/05



Peter F. Smith, Esquire  
Attorney for Plaintiff

**FILED** NO CC  
OK 01/10:4924  
MAY 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a  
ROBERT S. STAUFFER, II  
a/k/a ROBERT S. STAUFFER, III  
and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER  
a/k/a CHERI IRENE STAUFFER  
Defendants

No. 2001553-CD

NOTICE

TO: ROBERT S. STAUFFER a/k/a  
ROBERT S. STAUFFER, II a/k/a  
ROBERT S. STAUFFER, III

WRIT OF EXECUTION  
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgement against you. It may cause your property to be held or taken to pay the judgement. 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.

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 13th day of May, A.D. 2005,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of April 20, 2005

And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

*Margaret E. Krebs*

Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robison*  
Notary Public

Clearfield, Pa.

My Commission Expires  
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2007

Member, Pennsylvania Association Of Notaries

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.

Clearfield County Court  
Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

#### WRIT OF EXECUTION

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

To satisfy the judgement, 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 his interests therein:

The parcel of real estate subject to this action consists of a house and garage on a lot known as 609 Schofield Street, Curwensville, Clearfield County, Pennsylvania 16833, identified by Clearfield County Tax Map No. 6.2-H10-287-23 and is more particularly described as follows:

ALL that certain piece, parcel or tract of land situate in the Borough of Curwensville, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a post, corner of lot now or formerly of Harry Fisher and Pearl Fisher and Scofield Street; thence in a northwesterly direction 50.2 feet to a post at corner of other lot now or formerly of Isabell Miller; thence by said last mentioned North 26 degrees 30 minutes East 131 feet to a post at an alley; thence South 63 degrees 30 minutes East 50 feet to a post at lot now or formerly of Harry Fisher and Pearl Fisher; thence by said last mentioned lot South 26 degrees 30 minutes West 141 feet to a post at Scofield Street and place of beginning.

BEING the same premises conveyed to Robert S. Stauffer, III and C. Irene Stauffer by deed dated January 23, 2002 and recorded at Clearfield County Instrument Number 200201805.

#### 2. Amounts Due:

a) Balance \$43,814.17  
b) Interest Due to 9/21/04 \$ 1,285.39  
c) Interest accruing after 9/21/05 at \$9.3030087 per day (to be added) \$ \_\_\_\_\_  
d) Late charges \$ 215.20  
e) Satisfaction Fee \$ 30.50  
f) Costs of Suit (to be added) \$ \_\_\_\_\_  
g) Attorney's fees \$ \_\_\_\_\_

PRELIMINARY TOTAL \$45,345.26

FINAL TOTAL \$ \_\_\_\_\_

#### CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

Defendant \_\_\_\_\_

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

Clearfield County Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

#### MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

4:20-1d-b



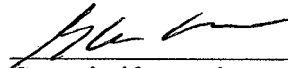
## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :


:

COUNTY OF CLEARFIELD :

On this 22nd day of April AD 2005, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of , April 22, 2005. Vol. 17, No. 14, 15, 16. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

  
\_\_\_\_\_  
Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

NOTARIAL SEAL  
SHARON J. PUSEY, Notary Public  
Clearfield, Clearfield County, PA  
My Commission Expires APRIL 7, 2007

Peter F Smith  
PO Box 130  
Clearfield PA 16830

Certificate of Service

CNB :  
v. : No. 200 4-1553-CD  
Stauffer :

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.

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

WRIT OF EXECUTION

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

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 his interests therein.

The parcel of real estate subject to this  
action consists of a house and garage on a  
lot known as 609 Schofield Street,  
Curwensville, Clearfield County Penn-  
sylvania 16833, identified by Clearfield  
County Tax Map No. 6.2-H10-287-23 and is  
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land situate in the Borough of Curwensville,  
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follows:

BEGINNING, at a post, corner of lot now  
or formerly of Harry Fisher and Pearl Fisher  
and Scofield Street; thence in a  
northwesterly direction 50.2 feet to a post at  
corner of other lot nor or formerly of Isabell  
Miller; thence by said last mentioned North  
26 degrees 30 minutes East 131 feet to a  
post at an alley; thence South 63 degrees 30  
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d) Late charges  
\$215.20

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

COUNTY NATIONAL BANK, Plaintiff vs.  
ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER, Defendants  
No. 2004-1553-CD

NOTICE

TO: ROBERT S. STAUFFER a/k/a  
ROBERT S. STAUFFER, II a/k/a ROBERT  
S. STAUFFER, III

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NOTICE

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been issued because there is a judgment  
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advise you more specifically of these rights.  
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cannot be taken. Such property is said to be  
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may be applicable to you. Attached is a  
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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.

OFFICE OF THE SHERIFF OF CLEAR-  
FIELD COUNTY.  
Clearfield County Sheriff, Clearfield  
County Courthouse, 230 East Market Street,  
Clearfield PA 16830.  
MAJOR EXEMPTIONS UNDER PENN-  
SYLVANIA AND FEDERAL LAW  
1. \$300.00 statutory exemption.  
2. Bible, schoolbooks, sewing machines  
uniforms, and equipment.  
3. Most wages and unemployment  
compensation.  
4. Social security benefits.  
5. Certain retirement funds and  
accounts.  
6. Certain veteran and armed forces  
benefits.  
7. Certain insurance proceeds.  
8. Such other exemptions as may be  
allowed by law.  
PETER F. SMITH, ATTORNEY, 30  
South Second Street, PO Box 130,  
Clearfield, PA 16830.

e) Satisfaction Fee  
\$ 30.50  
f) Costs of Suit (to be added)  
\$

g) Attorney's fees  
\$

PRELIMINARY TOTAL

\$45,345.26

FINAL TOTAL

\$

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

Defendant \_\_\_\_\_

THIS CLAIM TO BE FILED WITH THE

FILED

MAY 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,

Defendants

No. 2004-1553-CD

**FILED**

AUG 12 2005

0/10:20/10  
William A. Shaw

Prothonotary/Clerk of Courts

W. C. C.

**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 Certified Mail to the Defendants and 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 June 15, 2005.

The U.S. Postal Forms 3800, 3811 and 3817 certifying this mailing is attached hereto and incorporated herein.

**CERTIFIED MAIL**  
& First Class Mail  
Robert S. Stauffer, II  
95 Cherry Lane  
Marysville, PA 17053

**CERTIFIED MAIL**  
& First Class Mail  
Cheri I. Stauffer  
801 Walnut Street  
Lemoyne, PA 17043

County National Bank  
Attn: David W. Ogden  
P.O. Box 42  
One South Second Street  
Clearfield, PA 16830

Clearfield Co. Tax Claim  
Clearfield Co. Annex Bldg  
230 East Market Street  
Clearfield, PA 16830

Pike Township Water  
P.O. Box 27  
Curwensville, PA 16833

Curwensville Municipal Auth.  
900 Susquehanna Ave.  
Curwensville, PA 16833

The certified mail to both of the Defendants was returned to Plaintiff's counsel by the U.S. Postal Service. The unopened envelopes to each Defendant as returned are attached hereto and incorporated herein by reference as an Exhibit.

Plaintiff's counsel also made service of these notices on the Defendants by Publication as permitted by an Order entered in this case January 8, 2005 pursuant to Pa.R.C.P. 430. Said publication was performed by the Clearfield County Sheriff's Office.

Plaintiff's counsel also sent copies of the Notices required by Pa.R.C.P. 3129 by First Class Mail to the Defendants' last known addresses as stated above, and said letters were not return by the U. S. Postal Service although they had the return address on the envelopes.

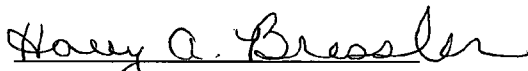
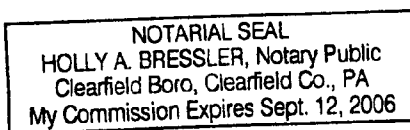
Plaintiff's counsel also sent notice to Defendant Cheri I. Stauffer by facsimile at number 703-830-0962 and mailing address of 14640 Stream Pond Drive, Centerville, VA 20120-5418 on July 6, 2005.

DATE: August 10, 2005



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 10<sup>th</sup> day of  
August, 2005.

  
Notary Public

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		Peter F. Smith, Attorney	
		P.O. Box 130	
		Clearfield, PA 16830	
One piece of ordinary mail addressed to:			
Clearfield, County Tax Claim Office			
Clearfield, County Annex Building			
230 East, Market Street			
Clearfield, PA 16830			

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		Peter F. Smith, Attorney	
		P.O. Box 130	
		Clearfield, PA 16830	
One piece of ordinary mail addressed to:			
<u>County National Bank</u>			
ATTN::David W. Ogden			
P.O. Box 42			
Clearfield, PA 16830			

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Peter F. Smith, Attorney	
P.O. Box 130	
Clearfield, PA 16830	
One piece of ordinary mail addressed to:	
Pike Township Water	
P.O. Box 27	
Curwensville, PA 16833	

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Peter F. Smith, Attorney	
P.O. Box 130	
Clearfield, PA 16830	
One piece of ordinary mail addressed to:	
Curwensville Municipal Authority	
900 Susquehanna Ave.,	
Curwensville, PA 16833	

<b>U.S. Postal Service<sup>TM</sup></b> <b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		<b>FOR OFFICIAL USE</b>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		06/15/2005	
Postage	\$ 40.37	0930	Postmark Here
Certified Fee	\$ 2.30	07	
Return Receipt Fee (Endorsement Required)	\$ 1.75		
Restricted Delivery Fee (Endorsement Required)	\$ 0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 44.42</b>		
Sent to Cheryl Stauffer, a/k/a C. Irene Stauffer, a/k/a Cheryl Irene Stauffer Street, Apt. No., or PO Box No. 801 Walnut Street City, State, Zip+4 Lemoyne, PA 17043			
PS Form 3800, June 2002 See Reverse for Instructions			

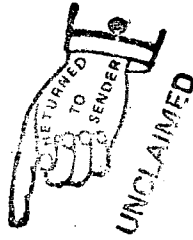
CERTIFIED MAIL

PETER F. SMITH  
ATTORNEY  
30 SOUTH SECOND STREET  
POST OFFICE BOX 130  
CLEARFIELD, PENNSYLVANIA 16831



7003 1680 0005 6732 1559

U.S. POSTAGE  
EPA  
CLEARFIELD, PA  
16830  
JUN 1985  
PMO-NY  
\$4.42  
17053  
0000  
00066283-07



ROBERT S. STAUFFER, II  
95 CHERRY LANE  
MAR

A ☐ INSUFFICIENT ADDRESS  
C ☐ ATTEMPTED NOT KNOWN  
S ☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

NAME  
1st Notice  
2nd Notice  
RTS  
RETURN TO SENDER

16831 2235-31 0130

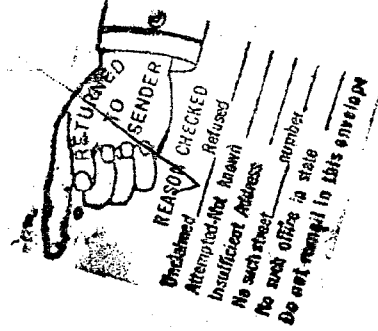
CERTIFIED MAIL

PETER F. SMITH  
ATTORNEY  
30 SOUTH SECOND STREET  
POST OFFICE BOX 130  
CLEARFIELD, PENNSYLVANIA 16830



7003 1680 0005 6732 1542

U.S. POSTAGE  
EPA  
CLEARFIELD, PA  
16830  
JUN 1985  
PMO-NY  
\$4.42  
17043  
0000  
00066283-07



REASON CHECKED  
Undelivered  
Attempted-Refused  
Insufficient Address  
No such street  
No such office in state  
Do not stamp in this envelope

CHERI I. STAUFFER  
801 WALNUT  
LEMOYNE, IOWA

A ☐ INSUFFICIENT ADDRESS  
C ☐ ATTEMPTED NOT KNOWN  
S ☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

NAME  
1st Notice  
2nd Notice  
RTS  
RETURN TO SENDER

RTS  
RETURN TO SENDER

16831 2235-31 0130

**FILED**

**AUG 12 2005**

William A. Shaw  
Prothonotary/Clerk of Courts



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

DOCKET # 20143  
NO: 04-1553-CD

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: ROBERT S. STAUFFER A/K/A ROBERT S. STAUFFER, II A/K/A ROBERT S. STAUFFER, III AND C. IRENE STAUFFER A/K/A CHERI I. STAUFFER A/K/A CHERI IRENE STAUFFER

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 04/18/2005

LEVY TAKEN 06/20/2005 @ 9:55 AM

POSTED 06/20/2005 @ 9:55 AM

SALE HELD 10/07/2005

SOLD TO PETER F. SMITH, ESQ.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/15/2005

DATE DEED FILED 12/15/2005

PROPERTY ADDRESS 609 SCHOFIELD STREET CURWENSVILLE , PA 16833

**FILED**  
012:04/01  
DEC 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

06/23/2005 @ SERVED ROBERT S. STAUFFER A/K/A ROBERT S. STAUFFER, II  
SERVED ROBERT S. STAUFFER A/K/A ROBERT S. STAUFFER, II, DEFENDANT PER ATTORNEY INSTRUCTION, BY CERT. AND REGULAR  
MAIL C/O ROBERT & LYNETTE HEFENFINGER 95 CHERRY LANE, MARYSVILLE, PA SIGNED FOR BY ROBERT HEFENFINGER

WITH A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

@ SERVED C. IRENE STAUFFER A/K/A CHERI I. STAUFFER  
CUMBERLAND COUNTY UNABLE TO SERVE DEFENDANT BELIEVED TO BE IN VIRGINIA.

08/26/2005 @ 12:08 PM SERVED C. IRENE STAUFFER A/K/A CHERI I. STAUFFER  
SERVED C. IRENE STAUFFER A/K/A CHERI I. STAUFFER, DEFENDANT, BY REG. AND CERT MAIL TO 1460 STREAM POND DRIVE,  
CENTREVILLE, VA 20120, SIGNED FOR BY ROBERT GOLD

WITH A TRUE AND ATTESTEC COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20143  
NO: 04-1553-CD

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: ROBERT S. STAUFFER A/K/A ROBERT S. STAUFFER, II A/K/A ROBERT S. STAUFFER, III AND C.  
IRENE STAUFFER A/K/A CHERI I. STAUFFER A/K/A CHERI IRENE STAUFFER

Execution REAL ESTATE

SHERIFF RETURN

---



SHERIFF HAWKINS \$230.91

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005  
\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

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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

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

**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 house and garage on a lot known  
as 609 Schofield Street, Curwensville, Clearfield County Pennsylvania 16833, identified by  
Clearfield County Tax Map No. 6.2-H10-287-23 and is more particularly described as follows:

**ALL that certain piece, parcel or tract of land situate in the Borough of Curwensville,  
County of Clearfield and Commonwealth of Pennsylvania, bounded and described as  
follows:**

**BEGINNING at a post, corner of lot now or formerly of Harry Fisher and Pearl  
Fisher and Scofield Street; thence in a northwesterly direction 50.2 feet to a post at corner of  
other lot now or formerly of Isabell Miller; thence by said last mentioned North 26 degrees 30  
minutes East 131 feet to a post at an alley; thence South 63 degrees 30 minutes East 50 feet to  
a post at lot now or formerly of Harry Fisher and Pearl Fisher; thence by said last mentioned  
lot South 26 degrees 30 minutes West 141 feet to a post at Scofield Street and place of  
beginning.**

**BEING the same premises conveyed to Robert S. Stauffer, III and C. Irene Stauffer  
by deed dated January 23, 2002 and recorded at Clearfield County Instrument Number  
200201805.**

2. Amounts Due:

a)	Balance	\$43,814.17
b)	Interest Due to 9/21/04	\$ 1,285.39
c)	Interest accruing after 9/21/05 at \$9.3030087 per day (to be added)	\$ _____
d)	Late charges	\$ 215.20
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL \$ 45,345.26

Date: 4/15/05

Prothonotary Costs \$ 139.00

FINAL TOTAL \$

\_\_\_\_\_  
Prothonotary

By: William L. H. [Signature]

Deputy

Received April 18, 2005 @ 11:00 a.m.

Chester A. Hankins

by Cynthia Butler-Aughenbaugh

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

ROBERT S. STAUFFER a/k/a ROBERT S.  
STAUFFER, II a/k/a ROBERT S.  
STAUFFER, III and C. IRENE STAUFFER  
a/k/a CHERI I. STAUFFER a/k/a CHERI  
IRENE STAUFFER,  
Defendants

No. 2004-1553-CD

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
Address

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

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

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

\_\_\_\_\_  
Defendant

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

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

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

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



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ROBERT S. STAUFFER A/K/A ROBERT S. STAUFFER, II

NO. 04-1553-CD

NOW, December 15, 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 October 07, 2005, I exposed the within described real estate of Robert S. Stauffer A/K/A Robert S. Stauffer, li A/K/A Robert S. Stauffer, lii And C. Irene Stauffer A/K/A Cheri I. Stauffer A/K/A Cheri Irene Stauffer to public venue or outcry at which time and place I sold the same to COUNTY NATIONAL BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE LEVY	15.00
MILEAGE POSTING	4.86
CSDS	15.00
COMMISSION	10.00
POSTAGE	0.00
HANDBILLS DISTRIBUTION	16.05
ADVERTISING	15.00
ADD'L SERVICE DEED	15.00
ADD'L POSTING	30.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	

**TOTAL SHERIFF COSTS \$230.91**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$30.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	43,814.17
INTEREST @ %	0.00
FROM TO 10/07/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	215.20
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	1,285.39
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$45,385.26</b>

**COSTS:**

ADVERTISING	331.66
TAXES - COLLECTOR	1,248.48
TAXES - TAX CLAIM	1,312.71
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	230.91
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	326.80
<b>TOTAL COSTS</b>	<b>\$3,945.06</b>

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

CASE NO: 2005-00558 T  
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CUMBERLAND

VS

STAUFFER ROBERT S ET AL

STAUFFER C IRENE AKA CHERI I STAUFFER CHERI IRENE STAUFFER but was  
unable to locate Her in his bailiwick. He therefore returns the  
NOTICE OF SHER. SALE \_\_\_\_\_,  
OF VALUABLE REAL ESTATE

801 WALNUT ST. ...

LEMOYNE, PA 17043

DEFENDANT DOES NOT RESIDE AT ADDRESS PROVIDED, BELIEVED TO  
HAVE MOVED TO VIRGINIA

Sheriff's Costs:

Docketing	18.00
Service	12.58
Affidavit	2.50
NOT FOUND RETURN	5.00
POSTAGE	<u>.37</u>
	38.45

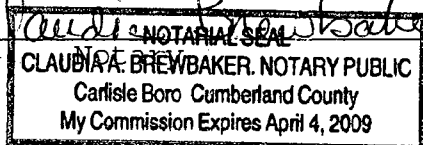
So ~~answers:~~

*RC* R. Thomas Kline  
Sheriff of Cumberland County

CLEARFIELD COUNTY SHERIFF  
06/28/2005

Sworn and subscribed to before me

this 29<sup>th</sup> day of June  
2005 A.D.





CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 20143

TERM & NO. 04-1553-CD

COUNTY NATIONAL BANK

VS.

ROBERT S. STAUFFER A/K/A ROBERT S. STAUFFER, II A/K/A ROBERT S. STAUFFER, III AND C. IRENE STAUFFER A/K/A  
CHERI I. STAUFFER A/K/A CHERI IRENE STAUFFER

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY: ASAP**

**MAKE REFUND PAYABLE TO ATTORNEY'S OFFICE: PETER F. SMITH  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** C. IRENE STAUFFER A/K/A CHERI I. STAUFFER

**ADDRESS:** 801 WALNUT STREET  
LEMOYNE, PA 17043

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CUMBERLAND COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, June 20, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

ROBERT S. STAUFFER, II  
C/O ROBERT AND LYNETTE HEFENFINGER  
95 CHERRY LANE  
MARYSVILLE, PA 17053

## 2. Article Number

(Transfer from service label)

7004 1350 0004 9672 6051

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

Robert Hefenfinger

☐ Agent☐ Addressee

## B. Received by (Printed Name)

Robert Hefenfinger

## C. Date of Delivery

6-23-05

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage

\$

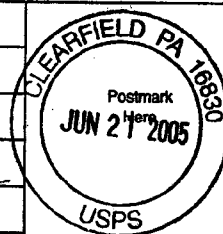
Certified Fee

Return Receipt Fee  
(Endorsement Required)Restricted Delivery Fee  
(Endorsement Required)

Total Postage &amp; Fees

\$

4.65



## Sent To

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

ROBERT S. STAUFFER, II  
C/O ROBERT AND LYNETTE HEFENFINGER  
95 CHERRY LANE  
MARYSVILLE, PA 17053

PS Form 3800, June 2002

See Reverse for Instructions

7004 1350 0004 9672 6051

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

C. IRENE STAUFFER A/K/A  
CHERI I. STAUFFER  
14640 STREAM POND DRIVE  
CENTREVILLE, VA 20120

2. Article Number

(Transfer from service label)

7003 3110 0001 9380 1166

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service™

**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

CENTREVILLE, VA 20120

**OFFICIAL USE**

Postage	\$ 0.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 4.65</b>

0830

07

Postmark  
Here

08/24/2005

Sent To

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

C. IRENE STAUFFER A/K/A

CHERI I. STAUFFER

14640 STREAM POND DRIVE

CENTREVILLE, VA 20120

PS Form 3800, June 2002

See Reverse for Instructions

9911 0830 1000 0711 0002

From:

09/27/2005 15:43 #021 P.001/001

USPS - Track & Confirm

Page 1 of 1



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[Track & Confirm](#)

[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7003 3110 0001 9380 1166  
Status: Delivered

Your item was delivered at 12:08 pm on August 26, 2005 in  
CENTREVILLE, VA 20120.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Additional Details >](#)

[Return to USPS.com Home >](#)

[Go >](#)

### Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

[Go >](#)



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Preserving the Trust

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765-5915