

04-1685-CD
COUNTY NATIONAL BANK vs. BRIAN GALLAHER

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER,
Defendant

No. 2004- /685 -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

FILED

O 12:13 PM 10/26/04
100 to Shff 100 to Atty. Smith
OCT 26 2004

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 2004-	-CD
	:		
BRIAN GALLAHER a/k/a	:		
BRIAN E. GALLAHER,	:		
Defendant	:		

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER,
Defendant

:
:
:
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:
:
:
:

No. 2004- -CD

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 Defendant is **BRIAN GALLAHER a/k/a BRIAN E. GALLAHER**, whose last known address is HC 1 Box 11, Madera, Clearfield County, Pennsylvania 16661.

3. The parcel of real estate subject to this action consists of a garage on 1.41 acres, known as Jordan Township, Clearfield County, Pennsylvania and also identified by Clearfield County Tax Map No. 120-H15-000-00013 and is more particularly described as follows:

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

Consisting of 1.41 acres and identified by Clearfield County Tax Map No. 120-H15-000-00013.

BEING the same premises conveyed unto the Grantor by Deed dated May 14, 2001 and recorded at Clearfield County Instrument Number 200120545.

4. The Defendant mortgaged the property described above to County National Bank, Plaintiff, by instrument dated April 29, 2002, for principal debt of \$5,211.02, together with interest.

Said mortgage was recorded at Clearfield County Instrument Number 200207148. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Consumer Loan Agreement in favor of County National Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$5,211.02 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Defendant also executed Addendum in favor of County National Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$5,211.06 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit C.

7. Plaintiff has not assigned this mortgage or note.

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

9. Defendant is entitled to no credits or set-offs.

10. On or about October 2003, the Defendant failed to make the full monthly payment of \$164.65, and at no time since then have all monthly payments been made which constitutes a default.

11. After crediting all amounts paid by the Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$1,619.53 as of October 6, 2004.

12. Written and oral demand have been made upon the Defendant to make said payments to Plaintiff and correct their default, but he has 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 Defendant's default, after acceleration of the balance due pursuant to its terms as of October 6, 2004, are as follows:

a)	Balance	\$ 2,938.29
b)	Late Charge	\$ 220.00
c)	Interest Due to 10/06/04	\$ 5.43
d)	Interest accruing after 10/06/04 at \$0.6783757 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50
h)	A/H Ins. Balance Rebate	\$ -(10.81)

PRELIMINARY TOTAL \$ 3,183.41

FINAL TOTAL \$

15. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., County National Bank sent a letter to each of the Defendant by Certified Mail and by U. S. First Class, Postage Prepaid, on July 12, 2004, at his last known address advising him of his default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit D.

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

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

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

Respectfully submitted,

Dated: 10/25/04

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

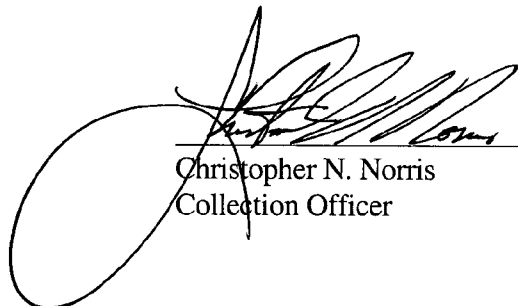
Peter F. Smith
Attorney for Plaintiff

Colleen

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.

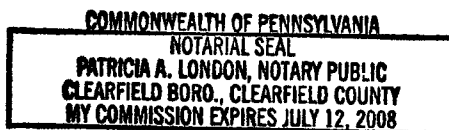


Christopher N. Norris
Collection Officer

SWORN TO AND SUBSCRIBED
before me this 14th day of
October, 2004.



Notary Public



KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
- 200207148
RECORDED ON
MAY 06, 2002
11:13:49 AM
Total Pages: 7

RECORDING FEES - \$19.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$21.50
CUSTOMER
COUNTY NATIONAL BANK

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 29, 2002

The mortgagor is
Brian Gallaher
address is Hc 1 Box 111, Madera, PA 16661-9502
("Borrower"). This Security Instrument is given to
County National Bank
laws of Pennsylvania, and whose address is
1 South Second Street, Clearfield, PA 16830-0042
Borrower owes Lender the principal sum of

FIVE THOUSAND TWO HUNDRED ELEVEN DOLLARS AND TWO CENTS
Dollars (U.S. \$ 5,211.02). This debt is evidenced by Borrower's note, consumer loan agreement, or similar writing
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due
and payable on May 5, 2005. This Security Instrument secures to Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of
all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower in consideration of this
debt does hereby grant and convey to Lender and Lender's successors and assigns the following described property located in
County, Pennsylvania:

Tax key/parcel #:
Jordan Township, Clearfield Co
Instrument Number 200120545

which has the address of Hc 1 Box 111

(Street)

Madera

(City)

, Pennsylvania 16661-9502 ("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 7
of the Mortgage.

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

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

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

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

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of the Mortgage.

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

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

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

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

6. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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of the Mortgage.

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

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

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

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

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

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

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

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

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

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

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of the Mortgage.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) unless the Note shows that Borrower's loan is assumable, 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 the Note shows that Borrower's loan is assumable, Borrower must obtain Lender's written permission for an assumption and follow any other requirements of Lender related to an assumption. If Borrower does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.

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

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

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

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

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

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

By initialing, I acknowledge this is page 5 of 7
of the Mortgage.

Initials

Initials

Initials

Initials

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

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

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

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

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

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

27.

☐ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

By initialing, I acknowledge this is page 6 of 7
of the Mortgage.

Initials

Initials

Initials

Initials

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

Witnesses:

Rodger Read

Brian Gallaher

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

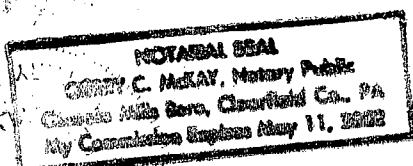
COMMONWEALTH OF

Pa

County ss: Clearfield

On this 29 day of April 2007, before me, the undersigned officer, personally appeared Brian Gallaher known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

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



Cory C McKay

Notary Public

Title of Officer

CERTIFICATE OF RESIDENCE

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

County National Bank

1 South Second St

PO Box 42

Clearfield, Pennsylvania 16830-0042

, is as follows:

Rodger Read

Attorney or Agent for Lender

This instrument was prepared by:

Rodger Read

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

**Addendum
To
CNB Consumer Loan Agreement**

This Addendum is made this 29 day of April, 2002, and is incorporated into and shall be deemed to amend and supplement the Consumer Loan Agreement of April 29, 2002, in the amount of \$ 5,211.02.

In addition to the terms and conditions in the Consumer Loan Agreement, I/we further agree with you as follows:

I/We understand and acknowledge that my/our payment for this loan will be based on the terms and conditions as stated on the Consumer Loan Agreement, however for the first 6 payments of this loan I/we will be paying an introductory rate of 4.99 %, with a payment of 155.98. This rate will remain in effect for the first six (6) payments of my/our loan. The seventh (7) payment will be calculated based on the rate and conditions as described in the Consumer Loan Agreement.

No other terms or conditions of the Consumer Loan Agreement are changed. I/We have received a copy of this addendum on today's date.

X Bruce Dallen
Borrower

Borrower

3/02



COUNTY NATIONAL BANK

July 12, 2004

CERTIFIED MAIL:
7106 3901 9842 7186 5593

First Class Mail

Brian Gallaher
HC 1 Box 11
Madera, PA 16661

Re: County National Bank
Delinquent Mortgage Account # 473355-1

Dear Mr. Gallaher:

The Mortgage, which you executed on April 29, 2002, in favor of County National Bank for \$5,211.02, is in default. This Mortgage was recorded in Clearfield County Record Book, Instrument Number 200207148. This mortgage encumber and place a lien upon your property known as 1.14 acres at HC 1, Box 111, Madera, Clearfield County, Pennsylvania 16661

You have failed to make the full monthly payments since October 2003, and are in default. The total amount of default is \$1,727.71.

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 \$1,727.71; or,
2. Second, you can pay this mortgage off entirely by tendering \$3,710.82, which includes a balance of \$3,437.59; late charges of \$180.00; accrued interest through 07/12/04 of \$82.54; a loan satisfaction fee of \$30.50, less insurance rebates of \$19.81.

Interest will accrue at the rate of \$0.7936512 a day from July 12, 2004.

Brian Gallaher
July 12, 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. \$3,710.82, 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, November 5, 2004.**

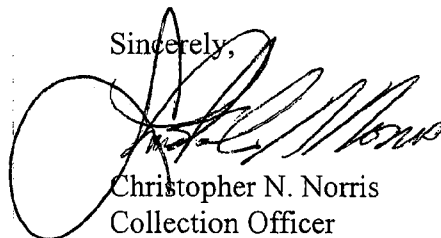
The Law provides that you may sell this real estate subject to your delinquent mortgage, and your buyer, or anyone else, has the right to cure this default as explained in the preceding paragraphs. You also have the right to refinance this debt with another lender if possible. You also have the right 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 August 12, 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,

A handwritten signature in black ink, appearing to read "Christopher N. Norris", is written over a large, stylized circular flourish.

Christopher N. Norris
Collection Officer

800-492-3221 extension 104

CONSUMER LOAN AGREEMENT

NAME(S) / ADDRESS(ES) OF BORROWER(S) ("Borrower, I, My or Me")
 Brian Gallaher

Hc 1 Box 111

Madera, PA 16661-9502

NAME / ADDRESS OF LENDER (CREDITOR) ("Lender, You or Your")
 County National Bank

PO Box 42

1 South Second St

Clearfield, PA 16830-0042

NOTE NUMBER	TRANSACTION DATE	MATURITY DATE	OFFICE
473355/1	04/29/2002	05/05/2005	0000002

I promise to pay this loan (the amount borrowed and other permitted protective advances, charges and fees together with interest) to the order of Lender or Order, according to the terms below (including those in the Truth-in-Lending Disclosure). Words, numbers or phrases preceded by a ☐ are applicable only if the ☐ is marked. "e" means estimate.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of My credit as a yearly rate. 8.463 %	The dollar amount the credit will cost Me. \$ 716.08	The amount of credit provided to Me or on My behalf. \$ 5,211.02	The amount I will have paid after I have made all payments as scheduled. \$ 5,927.10

At this time I have the right to receive an itemization of the Amount Financed. (Initial here if itemization is wanted.)

MY PAYMENT SCHEDULE	OTHER FEES	DOLLAR AMOUNT
No. of Pmts. Dollar Amount of Payments When payments are due: 36 164.65 06/05/2002 and the same day Monthly thereafter		
	Filing Fee	

SECURITY: I am giving a security interest, mortgage or trust deed, in/to the following as indicated: ☐ the goods or property being purchased; ☒ real property.
☐ personal property securing other loans with Lender, excluding household goods and My principal dwelling. ☒ funds on deposit with Lender.
☐ other (describe by type):

PAYABLE ON DEMAND: ☐ My obligation is payable on demand. ☐ The disclosures are based on an assumed maturity of one year.

ASSUMPTION: If this loan is to purchase and is secured by My principal dwelling, My loan is not assumable.

☐ REQUIRED DEPOSIT: The annual percentage rate does not take into account My required deposit.

LATE CHARGE: If I am more than 15 days late in making any payment, in addition to My payment, I will pay a late charge of: ☐ the lesser of ☒ the greater of
☐ an amount equal to ☒ \$ 20.00 or ☒ 10.00 % of the payment in default. ☐ subject to a minimum of \$

PREPAYMENT: If I pay off early, I ☐ may have to pay a penalty. ☒ will not have to pay a penalty.

If I pay off early, I ☐ may be entitled to a refund of part of the finance charge. ☒ will not be entitled to a refund of part of the finance charge.

VARIABLE RATE DISCLOSURE: ☐ My loan is subject to a variable rate feature. I have been provided variable rate feature disclosures at an earlier time.

☐ This is a Variable Rate Note. The annual percentage rate may increase during the term of this transaction if:

The interest rate will not increase above % Any INCREASE will take the form of:

The rate will not increase more than once every . The maximum interest rate increase at one time will be: %

If My interest rate increases % in

ADDITIONAL CONTRACT TERMS:

See below and on page 2 for further information about nonpayment, default, the right to accelerate the maturity of the obligation, and prepayment rebates and penalties.

Credit Life and Credit Disability and Guaranteed Automobile Protection (GAP) Insurance are not required to obtain credit and will not be provided unless I agree to pay the premiums by signing or initialing below. This is only a request and application for insurance and the coverage may be denied. If it is denied, the requesting party(ies) will be notified. The amount of coverage will be shown in the insurance policy and/or certificate. The term of any requested coverage is shown below at Your option, unless required by law. If joint coverage, both applicants for coverage are to sign or initial.

Type	Premium Dollar Amount	Term	0 pmts	I DO NOT want credit insurance: sign or initial
Credit Life	.00	I want Credit Life Insurance: sign or initial		BG
Credit Disability	211.02	I want Credit Disability Insurance: sign or initial		BG
GAP		I want GAP Insurance: sign or initial		
<input type="checkbox"/> Property Insurance:		VSI: If You provide coverage, an initial term of		will cost \$

FINANCE CHARGE BREAKDOWN	Interest	Service Fee	Finance Charge
\$ 716.08	\$	\$	\$ 716.08

This loan is subject to ☒ A Fixed Interest Rate of 8.450 % per annum. ☐ A variable simple interest rate.

Initial Variable Simple Interest Rate	Present Variable Index Rate	Margin	Minimum Interest Rate	Maximum Interest Rate	Interest Rate Changes Will Occur
%	%	%	%	%	%

☐ POST MATURITY INTEREST: The unpaid balance of this loan, after acceleration or maturity, will be subject to an annual interest rate of: %

☒ MONTHLY PAYMENTS: I will have a payment due every month on the specified due date even if I may have paid more than a regularly scheduled payment at any previous time.

☐ MINIMUM FINANCE CHARGE: I agree to pay a minimum finance charge of \$ if You have not earned at least that much finance charge when I pay My loan off.

☐ I give You a security interest in the collateral shown below, including any and all accessions.

Hc 1 Box 111, Madera, PA 16661-9502 County:

THIS SECTION WILL BE COMPLETED AT YOUR OPTION, UNLESS REQUIRED BY LAW.	
AMOUNTS PAID TO OTHERS ON MY BEHALF	DOLLAR AMOUNT
Public Officials	*
Credit Reporting Agency(ies)	*
Appraiser(s)	*
Insurance Company(ies)	*
*See "Itemization of Amount Financed" for breakdown	*
Amount Given to Me Directly	*
Amount Paid on My Accounts with Creditor	*
Prepaid Finance Charges	*
AMOUNT FINANCED	5,211.02

☐ NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

BORROWER'S SIGNATURE/DATE: I have signed this loan agreement on the date below, acknowledging that I have read it (including any text on page 2), understand it, and received a completely filled in copy of it.

x Brian Gallaher (Seal) 4-29-02 (Seal) Date
 Brian Gallaher
 x (Seal) Date

COSIGNER NAME COSIGNER SIGNATURE x ☐ I acknowledge that I have received a completely filled in copy of this Agreement.
 COSIGNER NAME COSIGNER SIGNATURE x

MTBKNAM
 LENDER (CREDITOR) / SECURED PARTY SIGNATURE FOR FILING PURPOSES

By x Rodger L. Read Its Lender

LIABILITY OF PARTIES. Every person signing this Agreement as a Borrower or Cosigner understands and agrees that they are jointly and individually obligated to pay all amounts owed according to the terms and conditions of this Agreement including those set forth in the Truth-in-Lending Disclosure. Any person signing the Acknowledgment of Pledgor below has signed this Agreement for the sole purpose of giving Lender a security interest in the Collateral shown in the Collateral section on page 1 and is not personally liable whatsoever for any indebtedness created under this Agreement. Any person signing this Agreement as Cosigner acknowledges receipt of a Notice to Cosigner before signing on page 1.

INTEREST RATE AND EARLY PAYMENT REBATES. My loan is a fixed or variable rate simple interest loan, as shown on page 1. Interest will be assessed on the unpaid balance of My loan until it is paid in full.

If My loan is subject to a variable interest rate, the Initial Variable Simple Interest Rate and Present Variable Index Rate are shown on page 1. The simple interest rate will vary subject to the conditions specified in direct relation to rate changes in the Index identified on page 1. My interest rate will not decrease below any Minimum Interest Rate or above any Maximum Interest Rate shown on page 1.

If the interest rate on My loan is tied to an Index stated on page 1, that Index is used solely to establish a base from which the actual rate of interest payable under this Agreement will be figured. It is not a reference to any actual rate of interest charged by any lender to any particular borrower.

If a change in the variable index rate would cause My interest rate to exceed the usury ceiling, My interest rate will be frozen at that usury ceiling. It will not be lowered until such time that adjustments based on the variable index rate would cause My interest rate to be less than the usury ceiling.

If I make payments early, there will be a decrease in the interest charged for My loan and if I make payments later than the due date, there will be an increase in the amount of interest I will pay. To the extent required by law, unearned interest and/or other finance charges will be refunded if I pay My loan off early. My loan will be subject to a minimum finance charge if called for on page 1.

If the interest rate assessable under the terms of this Agreement, or any other fee or charge called for exceeds permitted limits, as interpreted by the applicable law, then such rate, fee or charge will be reduced to the permitted limit. As selected by You, any excessive amount already paid by Me will be credited to My loan or refunded to Me. The effect of this is intended to be construed as equivalent to the excessive rate, fee or charge not having been paid or payable at all.

COLLATERAL. I have given You a security interest or lien in or to the Collateral shown on page 1 in the Collateral section or in a separate document such as a mortgage, trust deed, assignment, security agreement, pledge, or similar document. The subject matter of such security interest or lien is called Collateral in this Agreement. I have given no other Collateral for My loan. Except for Your security interest or lien, the Collateral is owned free and clear from any security interest, lien, or other adverse claim other than as now disclosed to You. I will not allow any other security interest, lien, or adverse claim to attach to the Collateral.

I agree that I will fully cooperate with You in placing and maintaining Your security interest or lien in the Collateral. I authorize You to file a conforming Financing Statement or other similar document to perfect Your security interest in the Collateral. I agree that I will execute any documents necessary for you to perfect your security interest or lien, and grant you a power of attorney to file or execute any document on my behalf that is necessary to obtain or maintain your security interest in the Collateral.

I will not move the Collateral from the state where it is now located for any extended period without Your written consent. I will notify You at once if the Collateral is to be moved from My address shown on page 1 or at such other address where I have informed You that the Collateral is located. You may examine and inspect the Collateral at any time wherever it is located.

I will not sell or otherwise transfer ownership of the Collateral. I will not use the Collateral for any unlawful purpose. I will keep the Collateral in good repair.

The Collateral I am giving You a security interest in or a lien on will also secure all future debt that shows Me giving You a security interest in "personal property securing other loans with Lender" within the Truth-in Lending disclosure of any future loan agreement. Such a future disclosure will also reflect any exclusions from its scope, for example, "excluding household goods and My principal dwelling."

I promise to pay any taxes or assessments on the Collateral as they come due. If I fail to pay them, You may do so at Your option to protect Your interest and I agree to pay You for Your expense. If I fail to pay You, and if permitted by law, You may add the protective advance to the balance owing under this Agreement.

PROPERTY INSURANCE. I will insure the Collateral through a company of My choice subject to Your reasonable approval. You will be named as loss payee or, at Your request mortgagee, for Your protection. This insurance will protect the Collateral against loss by theft, fire and collision, perils within the term "comprehensive" to the extent applicable, and as otherwise required by You. It will also provide "all risks" Hull insurance as to any Collateral which is an aircraft or boat and related accessories when applicable. I will deliver satisfactory evidence of such insurance to You.

If I fail to insure the Collateral, You may do so at Your option to protect Your interest, and You may include any other coverages You feel are appropriate, and I agree to pay You for any premiums. If I fail to pay You, and if permitted by law, You may add the protective advance to the balance owing under this Agreement. You may increase the amount of My regular payment in order to amortize the added insurance premiums by the time My final payment is due or, alternatively, I will end up having a larger final payment.

If You offer property insurance coverage and I elect to obtain property insurance from You, the box before the words "Property Insurance" in the "Insurance" section on page 1 is checked. If I obtain property insurance from You, the initial term of coverage and cost is shown on page 1 in the "Insurance" section. If the initial term of coverage is shorter than My loan, at the end of My coverage term, I may arrange for an additional term of coverage through You if that is possible or I will obtain property insurance coverage elsewhere.

VENDOR'S SINGLE INTEREST INSURANCE ("VSI"). If Vendor's Single Interest Insurance is required for My loan, the box before the initials "VSI" in the "Insurance" section on page 1 is checked. I may obtain VSI from a company of My choice subject to Your reasonable approval. If I obtain VSI from You, the initial term of coverage and cost is shown on page 1 in the "Insurance" section. If the initial term of coverage is shorter than My loan term, at the end of My coverage term I may either arrange for an additional term of coverage through You if that is possible or I will

obtain VSI coverage elsewhere, unless You waive the extension of coverage.

PAYMENTS. My payments are to be made according to the payment schedule shown page 1 in lawful United States dollars. You may accept late or partial payments as well as payments marked "payment in full" or with other restrictive endorsements without losing any of Your rights under this Agreement and without affecting the unpaid balance of My loan as reflected on Your records. Lender may apply My payments to amounts owing in whatever order Lender chooses unless a specific order is required by law.

DEMAND FEATURE. If My loan is subject to a payable on demand requirement, as shown on page 1, You will permit Me to make payments as may be indicated on page 1 at Your sole discretion. These payments will not operate as a waiver of Your right to demand payment in full at any time.

MATURITY DATE. If a Maturity Date is indicated on page 1, then on that date, the unpaid balance owed under this Agreement is due and payable regardless of any other provision of this Agreement or other related document.

RETURNED CHECK FEE. If not prohibited, and up to any limit imposed by law, You may charge Me Your normal returned check fee for deposit accounts then in effect, for each check, draft or order which I submit to You for a payment which is returned to You unpaid. At Your option, You may add such fee to the balance owing under this Agreement.

SETOFF. To the extent permitted by law, I give You the right to setoff any of My money or property which may be in Your possession against any amount owing under this Agreement. This right of setoff does not extend to any Keogh, IRA accounts or similar tax deferred deposit that I may have with You.

OTHER PROMISES. Reference is made to any related mortgage, trust deed, assignment, security agreement, pledge, or similar document for other promises which I make to You and terms and conditions governing My loan.

FORBEARANCE. You do not lose Your rights under this Agreement if You delay enforcing them.

DEFAULT. I will be in default and You may, to the extent permitted by law, declare the entire unpaid balance of this loan immediately due and payable if: (a) I do not keep any promise or perform any obligation under this Agreement or any other contract or agreement that I may have with You; or (b) I give You false or misleading information in order to obtain, or while I owe on this loan; or (c) I should die or become involved in any bankruptcy, receivership, insolvency, or custodial proceedings brought by or against Me; or (d) I should have a judgment or tax lien filed against Me or any attachment or garnishment should be issued against any of My property or rights, specifically including anyone starting an action or proceeding to seize any funds that I may have on deposit with You; and/or (e) You, in good faith, reasonably believe My ability to repay the indebtedness owed under this loan, any Collateral, or Your ability to resort to any Collateral, is or soon will be impaired, time being of the very essence.

If permitted by law, I waive any otherwise required notice of presentment; demand; acceleration; and, intent to accelerate.

If I am in default, to the extent permitted by law, without any prior notice or demand, unless required by law, I will have to pay the entire unpaid balance of this loan or, at Your option, I agree to give You the Collateral, if any. If I do not give You the Collateral, then to the extent permitted by law, You may enter the premises where the Collateral is located and take possession of it. You may assert the defense of a superior right of possession as the holder of a security interest to any allegation by Me of wrongful taking and conversion. If permitted by law, I waive any right I might otherwise have to a hearing prior to a court issuing a replevin order in relation to the Collateral.

You may sell or dispose of the Collateral in any manner permitted by law. After appropriate application of the proceeds of any Collateral sale, I will be liable to pay any resulting deficiency on My loan to You, to the extent permitted by law. I will pay You the full amount of any deficiency immediately unless applicable law limits the amount of My liability and/or provides a period of time that I have to pay it, which will then control how much I owe and/or when I have to pay it.

To the extent permitted by law, I agree to pay all reasonable agent or attorney fees incurred by You in collecting the debt evidenced by this Agreement or in the taking of the Collateral.

In taking possession of the Collateral, You may come into possession of certain of My personal property. In that event, You may hold such property for whatever period of time You feel is reasonable. If I don't claim My property during such hold period, You may dispose of it without any liability to Me.

ASSIGNABILITY. You may assign any of Your rights under this Agreement without My consent. I may not assign My obligations.

ADDITIONAL PROVISIONS.

CONTRACT ENFORCEABILITY. If any provision of this Contract is determined to be unenforceable or invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

HEADINGS. The headings preceding text in this Agreement are for My general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading.

GOVERNING LAW. I understand and agree that this Agreement will be governed by the laws of the state in which it is written except to the extent that federal law controls.

☐ **ACKNOWLEDGMENT OF PLEDGOR** (Applicable only if box ☐ is marked.)

The undersigned is (are) the owner(s) of the Collateral shown in the Collateral section on page 1 (hereafter "Pledgor"). Pledgor is signing this Agreement for the sole purpose of acknowledging Pledgor's grant of a security interest in the Collateral to Lender, which is evidenced by a separate pledge agreement, hypothecation, or similar instrument given to Lender. Pledgor acknowledges that in the event of non-payment by the Borrower(s) Pledgor could lose the pledged Collateral. Pledgor is not personally liable whatsoever for any indebtedness created under this Agreement.

X _____ DATE _____ X _____ DATE _____

☐ **NOTICE** (Applicable only if box ☐ is marked.)

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By initialing, I acknowledge this is page 2 of 2 of the Consumer Loan Agreement.

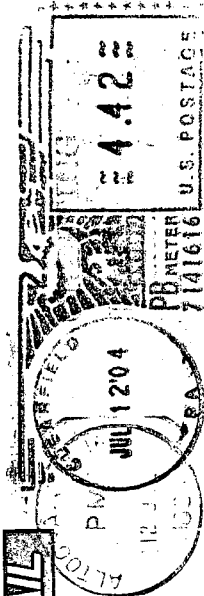
Initials Initials Initials Initials

CNB

COUNTY NATIONAL BANK

P.O. Box 42 / Market & Second Streets / Clearfield, PA 16830-0042
Address Service Requested

CERTIFIED MAIL



7160 3901 9842 7186 5593

RETURN RECEIPT REQUESTED

BRIAN GALLAHER

HC 1 BOX A
MADERA C S

HC 004

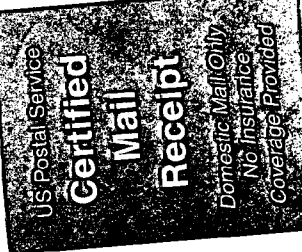
Unclaimed DW

- ☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT KNOWN
☐ NO SUCH NUMBER/STREET
☐ NOT DELIVERABLE AS ADDRESSED
☒ OTHER
- UNABLE TO FORWARD

RTS
RETURN TO SENDER

16661=37

7160 3901 9842 7186 5593



Postage	\$4.42
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To:

BRIAN GALLAHER
HC 1 BOX 11
MADERA PA 16661

Certified Mail Receipt

PS Form 3800, January 2003 US Postal Service

2

↑ FOLD AND TEAR HERE ↑

Thank you for using Return Receipt Service

2. Article Number

7160 3901 9842 7186 5593

3. Service Type CERTIFIED MAIL ☐ Yes

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

BRIAN GALLAGHER
HC 1 BOX 11
MADERA PA 16661

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☒ Yes ☐ No

E. If YES, enter delivery address below:

Domestic Return Receipt

PS Form 3811, January 2003

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.

Lap over margin

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

VS.

GALLAHER, BRIAN a/k/a BRIAN E.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

16538

04-1685-CD

SHERIFF RETURNS

NOW NOVEMBER 3, 2004 AT 9:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRIAN GALLAHER a/k/a BRIAN E. GALAHER, DEFENDANT AT RESIDENCE, HC 1 BOX 111, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRIAN GALLAHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
65.62	SHERIFF HAWKINS PAID BY: PLFF CK# 281938
10.00	SURCHARGE PAID BY: PLFF CK# 281939

Sworn to Before Me This

30th Day Of Nov 2004
William A. Shaw

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

So Answers,

Chester A. Hawkins
My Mandy Hamer

Chester A. Hawkins

Sheriff

FILED ^{EBK}
09:30 AM
NOV 30 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER

Defendant

No. 2004-1685-CD

FILED *plff pd.*
20.00
6/11/04
JAN 20 2005 *Notice to Def.*
Statement
William A. Shaw *to Atty*
Prothonotary/Clerk of Courts *J*

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on December 1, 2004, 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 Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendant at the following address:

Brian Gallaher a/k/a
Brian E. Gallaher
HC 1 Box 11
Madera, PA 16661

3. More than ten days have elapsed since the mailing of said Notice, but Defendant is still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$3,183.41** plus interest and costs of suit.

a)	Balance	\$ 2,938.29
b)	Late charges	\$ 220.00
c)	Interest Due to 10/06/04	\$ 5.43
d)	Interest accruing after 10/06/04 at \$0.6783757 per day (to be added)	\$ _____

e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	A/H Ins. Balance Rebate	\$ -(10.81)
h)	Attorney's fee	\$ _____

PRELIMINARY TOTAL	\$ 3,183.41
-------------------	-------------

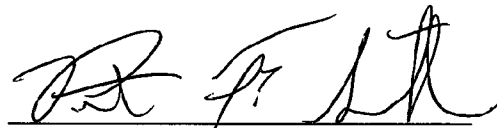
Date: Prothonotary's costs

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

Respectfully submitted,

Date:

1/18/05



Peter F. Smith, Esquire
Attorney for Plaintiff

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER,
Defendant

No. 2004-1685-CD

TO: BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER
HC 1 BOX 11
MADERA, PA 16661

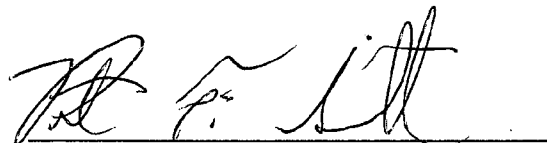
IMPORTANT NOTICE

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 DECEMBER 13, 2004.

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

Date: December 1, 2004


Peter F. Smith, Attorney for Plaintiff

cc: Lori D. Trumbull, CNB

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

7403

COUNTY NATIONAL BANK,

Plaintiff

vs.

BRIAN GALLAHER a/k/a

BRIAN E. GALLAHER,

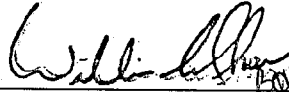
Defendant

No. 2004-1685-CD

Notice is given that a judgment has been entered of record in Clearfield County against BRIAN GALLAHER a/k/a BRIAN E. GALLAHER, Defendant, and in favor of the Plaintiff in the amount of \$3,183.41, plus interest and costs.

Prothonotary

By



1/20/05, 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.: 2004-01685-CD

Real Debt: \$3,183.41

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Brian Gallaher
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 20, 2005

Expires: January 20, 2010

Certified from the record this 20th day of January, 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.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER
Defendant

No. 2004-1685-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:

BRIAN GALLAHER a/k/a BRIAN E. GALLAHER

2. Property owned by the Defendant as follows:

The parcel of real estate subject to this action consists of a garage on 1.41 acres, known as Jordan Township, Clearfield County, Pennsylvania and also identified by Clearfield County Tax Map No. 120-H15-000-00013 and is more particularly described as follows:

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

Consisting of 1.41 acres and identified by Clearfield County Tax Map No. 120-H15-000-00013.

BEING the same premises conveyed unto the Grantor by Deed dated May 14, 2001 and recorded at Clearfield County Instrument Number 200120545.

FILED *iccd*
6/21/07 *lowit*
JAN 20 2005 *packages*
to Shff
William A. Shaw
Prothonotary/Clerk of Court
Any pd.
00.00

3. Amounts due:

a)	Balance	\$ 2,938.29
b)	Late Charge	\$ 220.00
c)	Interest Due to 10/06/04	\$ 5.43
d)	Interest accruing after 10/06/04 at \$0.6783757 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50
h)	A/H Ins. Balance Rebate	\$ -(10.81)

PRELIMINARY TOTAL \$ 3,183.41

Date: Prothonotary's Costs \$ 125.00

FINAL TOTAL \$

Respectfully submitted,

Dated: 1/18/05



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.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER
Defendant

No. 2004-1685-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

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	No. 2004-1685-CD
vs.	:	
	:	
BRIAN GALLAHER a/k/a	:	
BRIAN E. GALLAHER	:	
Defendant	:	

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 Defendant above:

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

The parcel of real estate subject to this action consists of a garage on 1.41 acres, known as Jordan Township, Clearfield County, Pennsylvania and also identified by Clearfield County Tax Map No. 120-H15-000-00013 and is more particularly described as follows:

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

Consisting of 1.41 acres and identified by Clearfield County Tax Map No. 120-H15-000-00013.

BEING the same premises conveyed unto the Grantor by Deed dated May 14, 2001 and recorded at Clearfield County Instrument Number 200120545.

3. Amounts due:

a)	Balance	\$ 2,938.29
b)	Late Charge	\$ 220.00
c)	Interest Due to 10/06/04	\$ 5.43
d)	Interest accruing after 10/06/04 at \$0.6783757 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____

f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ <u>30.50</u>
h)	A/H Ins. Balance Rebate	\$ <u>-(10.81)</u>

PRELIMINARY TOTAL \$ 3,183.41

Date: Prothonotary's costs \$ 125.00

FINAL TOTAL \$

Prothonotary

By: Willie L. Shaw 1/20/05
Deputy SA

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER,
Defendant

:
:
:
:
:
:
:
:

No. 2004-1685-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

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

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

CORRESCOL PRINTING CO., CLEARFIELD, PA.

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.

BRIAN GALLAHER a/k/a

BRIAN E. GALLAHER,

Defendant

No. 2004-1685-CD

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 Defendant is:

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

Defendant: Brian Gallaher a/k/a
Brian E. Gallaher
HC 1 Box 111
Madera, PA 16661

Date: 1/18/05



Peter F. Smith
Attorney for Plaintiff

FILED

6th 10/11/56
JAN 20 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.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER
Defendant

No. 2004-1685-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

FILED *no cc*
614 m/1:580
JAN 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

2. Name and address of Defendant in the judgment:

Brian Gallaher a/k/a
Brian E. Gallaher
HC 1 Box 111
Madera, PA 16661

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

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

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

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

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

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

Clearfield Co. Domestic Relations
Clearfield County Annex Building
230 East Market Street
Clearfield, PA 16830

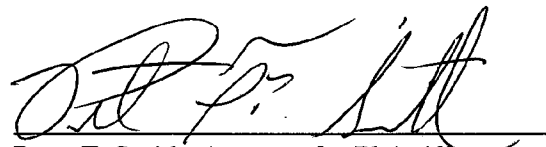
6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

NONE

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

Dated:

1/19/05



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	:	
	:	No. 2004-1685-CD
vs.	:	
	:	
BRIAN GALLAHER a/k/a	:	
BRIAN E. GALLAHER,	:	
Defendant	:	

PRAECIPE TO DISCONTINUE

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

Dear Prothonotary and Sheriff of Clearfield County:

I appear as counsel for the Plaintiff in the above-captioned matter, and request that you DISCONTINUE the Writ of Execution in this matter. The Defendant has exercised his statutory right to cure his default. I further request the Sheriff to return the Writ of Execution to the Prothonotary and refund any excess cost.

Respectfully submitted,

Date:

3/1/05



Peter F. Smith, Esquire
Attorney for Plaintiff

cc: Lori D. Trumbull, County National Bank
Brian E. Gallaher

FILED

MAR 02 2005

01/10/2005
William A. Shaw

Prothonotary/Clerk of Courts

WD C/C

COPY TO SHER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20095
NO: 04-1685-CD

PLAINTIFF: COUNTY NATIONAL BANK
vs.
DEFENDANT: BRIAN GALLAHER A/K/A BRIAN E. GALLAHER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/20/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/18/2005

DATE DEED FILED **NOT SOLD**

FILED
01/18/2005
APR 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED BRIAN GALLAHER A/K/A BRIAN E. GALLAHER
NOW, MARCH 1, 2005 PLAINTIFF'S ATTORNEY DID A PRAECIPE TO DISCONTINUE THE SHERIFF'S SALE.

@ SERVED
NOW, APRIL 7, 2005 RETURN WRIT AS NO SALE HELD THE PLAINTIFF'S ATTORNEY DISCONTINUED THE SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20095
NO: 04-1685-CD

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: BRIAN GALLAHER A/K/A BRIAN E. GALLAHER

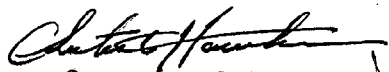
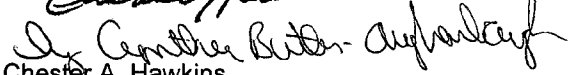
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$15.00

SURCHARGE \$20.00 PAID BY PLAINTIFF

So Answers,



Chester A. Hawkins
Sheriff

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER
Defendant

No. 2004-1685-CD

**WRIT OF EXECUTION
NOTICE**

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

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

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

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

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

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

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER
Defendant

No. 2004-1685-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 Defendant above:

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

The parcel of real estate subject to this action consists of a garage on 1.41 acres, known as Jordan Township, Clearfield County, Pennsylvania and also identified by Clearfield County Tax Map No. 120-H15-000-00013 and is more particularly described as follows:

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

Consisting of 1.41 acres and identified by Clearfield County Tax Map No. 120-H15-000-00013.

BEING the same premises conveyed unto the Grantor by Deed dated May 14, 2001 and recorded at Clearfield County Instrument Number 200120545.

3. Amounts due:

a)	Balance	\$ 2,938.29
b)	Late Charge	\$ 220.00
c)	Interest Due to 10/06/04	\$ 5.43
d)	Interest accruing after 10/06/04 at \$0.6783757 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____

f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ <u>30.50</u>
h)	A/H Ins. Balance Rebate	\$ <u>-(10.81)</u>

PRELIMINARY TOTAL \$ 3,183.41

Date: Prothonotary's costs \$ 125.00

FINAL TOTAL \$ _____

Prothonotary

By: _____

Deputy

William L. Han
1/20/05

Received January 20, 2005 @ 3:00 P.M.
Chester A. Hawkins
by Catherine Butler-Aufenberg

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

BRIAN GALLAHER a/k/a
BRIAN E. GALLAHER,
Defendant

No. 2004-1685-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

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 BRIAN GALLAHER A/K/A BRIAN E. GALLAHER

NO. 04-1685-CD

NOW, April 18, 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 June 03, 2005, I exposed the within described real estate of Brian Gallaher A/K/A Brian E. Gallaher to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE LEVY	
MILEAGE POSTING	
CSDS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE COPIES	

BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$15.00

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	2,938.29
INTEREST @ 0.6800	163.20
FROM 10/06/2004 TO 06/03/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	220.00
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	30.50
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	5.43
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$3,377.42
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COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	15.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$140.00
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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

SALES

Receipts & Disbursements

File 20095				Current balance:		\$0.00
Date	Deposit #	Check #	Vendor	Category	Received	Disbursed
04/01/05	0504011	284985	CNB-SMITH	Atty Deposit	\$1,480.00	
04/18/05		33658	CAROL FOX	Sheriff Fees		\$15.00
04/18/05		33659	COUNTY NATIONAL BANK	Atty Refund		\$1,465.00
					<u>\$1,480.00</u>	<u>\$1,480.00</u>

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

COUNTY NATIONAL BANK,

Plaintiff

vs.

BRIAN GALLAHER a/k/a

BRIAN E. GALLAHER,

Defendant

No. 2004-1685-CD

PRAECIPE TO DISCONTINUE

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

Dear Prothonotary and Sheriff of Clearfield County:

I appear as counsel for the Plaintiff in the above-captioned matter, and request that you DISCONTINUE the Writ of Execution in this matter. The Defendant has exercised his statutory right to cure his default. I further request the Sheriff to return the Writ of Execution to the Prothonotary and refund any excess cost.

Respectfully submitted,

Date:

3/1/05



Peter F. Smith, Esquire
Attorney for Plaintiff

cc: Lori D. Trumbull, County National Bank
Brian E. Gallaher