

04-1879-CD  
COUNTY NATIONAL BANK vs. JAMIE LUZIER

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JAMIE L. LUZIER,  
Defendant

No. 2004- 1879 -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** 1cc Atty  
m/11:54 Piff pd 85.00  
NOV 30 2004

William A. S.  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
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vs.

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Defendant

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:  
:  
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No. 2004- -CD

**NOTICE TO DEFEND**

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

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

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

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

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

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	
vs.	:	No. 2004- -CD
	:	
JAMIE L. LUZIER,	:	
Defendant	:	

**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 **JAMIE L. LUZIER**, whose last known address is 810 Airport Road, Clearfield, Clearfield County, Pennsylvania 16830.
3. The parcel of real estate subject to this action consists of mobile home on a 5-acre lot, known as 810 Airport Road, Lawrence Township, Clearfield County, Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 123-L07-00114 and is more particularly described as follows:

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

**BEGINNING at an iron pin, said pin being the corner of Clearfield-Lawrence Township Airport land and B. Lingle land; thence South 9 degrees 12 minutes West 1136.27 feet along land of B. Lingle to an iron pin; thence North 86 degrees 00 minutes West 189.64 feet along land of formerly Heeman to a point; thence North 9 degrees 12 minutes East 1162.54 feet along land of Robert J. and Diana L. Luzier to an iron on line of Clearfield-Lawrence Airport; thence South 75 degrees 33 minutes East 190.0 feet to an iron pin and place of beginning.**

Containing 5.0 acres more or less and being more particularly described in the map prepared by Ernest W. Carns, surveyor dated August & September 1992 and which is attached to a prior Deed in the chain of title.

**EXCEPTING AND RESERVING** all exceptions and reservations as contained in the chain of title hereto.

**BEING** the same premises conveyed unto the Grantor herein by Deed dated April 20, 2001 and recorded at Clearfield County Instrument Number 2001\_\_\_\_\_.

4. The Defendant mortgaged the property described above to County National Bank, Plaintiff, by instrument dated May 10, 2001, for principal debt of \$18,434.92, together with interest. Said mortgage was recorded at Clearfield County Instrument Number 200106854. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$18,434.92 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

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

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

9. On or about October 2004, the Defendant failed to make the full monthly payment of \$241.05, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by the Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$632.75 as of November 17, 2004.

11. 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.

12. The Mortgage and Note entitle County National Bank to collect its attorney fees and court costs as part of its damages.

13. 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 November 17, 2004, are as follows:

a)	Balance	\$ 15,417.43
b)	Late Charge	\$ 144.66
c)	Interest Due to 11/17/04	\$ 78.04
d)	Interest accruing after 11/17/04 at \$4.1071023 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 50.00
h)	A/H Ins. Balance Rebate	\$ -(697.26)
i)	Life ins. Rebate	\$ -(371.03)

PRELIMINARY TOTAL \$ 14,621.84

FINAL TOTAL \$

14. 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 the Defendant by Certified Mail and by U. S. First Class, Postage Prepaid, on October 8, 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 C.

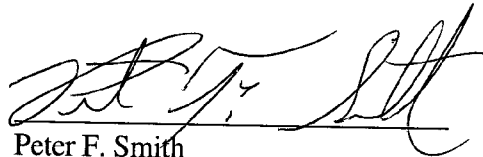
15. A copy of the certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

16. 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 13 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 11/24/04

  
Peter F. Smith  
Attorney for Plaintiff

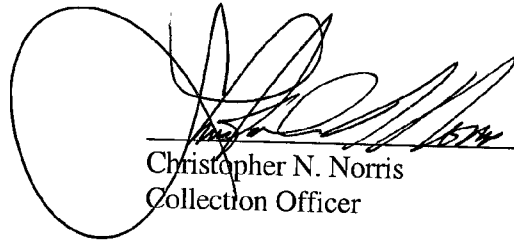


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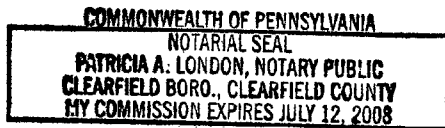
STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

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

  
Christopher N. Norris  
Collection Officer

SWORN TO AND SUBSCRIBED  
before me this 23<sup>RD</sup> day of  
November, 2004.

  
Notary Public



THIS MORTGAGE made this 10TH day of May, 19 2001, between  
residing at: Jamie L. Luzier, 810 Airport Road, Clearfield, Pa. 16830  
(hereinafter, whether one or more, called "Mortgagor") and COUNTY NATIONAL BANK, a national  
banking association (hereinafter called "Mortgagee")

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain Note (hereinafter called the "Note") of  
even date herewith, payable to the order of Mortgagee in the principal sum of Eighteen thousand & Four  
Hundred & Thirty-Four & 92/100 Dollars (\$ 18,434.92), and has provided therein for payment of any additional moneys loaned or advanced  
thereunder by Mortgagee, together with interest thereon at the rate provided in the Note, in the manner and at the times  
therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by  
reference:

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

All that certain lot or piece of ground, with all buildings and improvements thereon erected, and all appurtenances,  
situate and known as: 810 Airport Road, Clearfield, Pa. 16830 in the XXXXXXXXXX Township  
of Lawrence County of Clearfield, Pennsylvania,  
more fully described in the Deed by which title vested in the Mortgagor, which is recorded in said County in Record  
Inst. No. 2001/06853, the description in which is hereby incorporated herein by reference; TO-  
GETHER with the reversions, remainders, rents, issues and profits thereof, TO HAVE AND TO HOLD the same unto  
Mortgagee, its successors and assigns, forever.

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

Mortgagor(s) expressly warrant(s) that he is/XXX the lawful owner(s) of a fee simple  
estate in the premises described above and has/have the right to grant this Mortgage. Breach of this warranty shall  
constitute default hereunder.

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

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

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

N-38 (b)

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

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

Witnessed By:

*Kathleen M. Myers*

*Jamie L. Luzier*

(SEAL)

Jamie L. Luzier

(SEAL)

Commonwealth of Pennsylvania

ss:

County of JEFFERSON

2001

On this, the 10th day of Nat., before me, Kathleen M. Myers, the undersigned officer, personally appeared Jamie L. Luzier, satisfactorily proven to me to be the person(s) whose name(s) is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained.

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

My Commission Expires

NOTARIAL SEAL

Kathleen M. Myers, Notary Public  
Falls Creek, Jefferson County  
My Commission Expires April 24, 2004

*Kathleen M. Myers*  
Notary Public

MORTGAGE

FROM

JAMIE L. LUZIER

TO

COUNTY NATIONAL BANK

Clearfield, Pa.

Return to:

COUNTY NATIONAL BANK

P.O. BOX 42

CLEARFIELD PA. 16830

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

*Gregory R. Williams*

for COUNTY NATIONAL BANK

**Exhibit A**

**Jamie L. Luzier**

**Tax I. D. #123-L07-00114**

All that certain piece or parcel of land situated in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at an iron pin, said pin being the corner of Clearfield-Lawrence Airport land and B. Lingle land; thence South 9 degrees 12 minutes West 1136.27 feet along land of B. Lingle to an iron pin; thence North 86 degrees 00 minutes West 189.64 feet along land formerly of Heeman to a point; thence North 9 degrees 12 minutes east 1162.54 feet along land of Robert J. and Diana L. Luzier to an iron pin on line of Clearfield-Lawrence Airport; thence South 76 degrees 33 minutes East 190.0 feet to an iron pin and place of beginning.

Containing 5.0 acres more or less and being more particularly described in the map prepared by Ernest W. Carns, Surveyor, dated August and September 1992.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200106854

RECORDED ON

May 10, 2001  
3:28:12 PM

RECORDING FEES - \$13.00

RECORDER

COUNTY IMPROVEMENT FUND \$1.00

FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE MORT TAX \$0.50

TOTAL \$15.50

CUSTOMER

MILGROB, RICHARD

**CNB**  
**COUNTY NATIONAL BANK**  
CLEARFIELD, PA  
LENDER'S NAME AND ADDRESS  
"You" means the Lender, its successors and assigns.

202-62-1797  
Borrower's Name: Jamie L. Lutzer  
Address: 810 Airport Road  
Clearfield, Pa. 16830  
Phone: 1-814-762-8135  
Borrower's Name AND ADDRESS  
"I" includes each Borrower above, jointly and severally.

Rank 6 IPR 012  
45899-2 #1  
Loan # 5-10-01  
Date 5-10-01  
Maturity Date 5-9-01  
Loan Amount \$ 16,000.00  
Renewal Of \_\_\_\_\_

TERMS FOLLOWING A ☐ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: Eighteen Thousand + Four Hundred + Thirty-Four + 92/100 Dollars \$ 18,434.92  
plus interest from 5-10-2001 at the rate of 9.750 % per year until 5-9-2011

☐ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ \_\_\_\_\_, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term.  
☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due: \_\_\_\_\_

Principal due: \_\_\_\_\_

(b) ☒ This note has 120 payments. The first payment will be in the amount of \$ 241.05 and will be due 6-9-2001  
A payment of \$ 241.05 will be due on the 9th day of each month thereafter.  
The final payment of the entire unpaid balance of principal and interest will be due 5-9-2011

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

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

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

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

(a) ☒ This loan is secured by 1977 MFE Mobile Home, dated 5-10-01

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

Real Estate located at 810 Airport Road Clearfield, Pa.  
Deed BK. Vol 200106853 Page Inst. #  
This Property will be used for Laurence Lutzer purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. <u>9.750</u> %	FINANCE CHARGE The dollar amount the credit will cost me. \$ <u>10,491.08</u>	AMOUNT FINANCED The amount of credit provided to me or on my behalf. \$ <u>18,434.92</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. \$ <u>28,926.00</u>	I have the right to receive at this time an itemization of the Amount Financed. <input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization. "e" means an estimate. \$ _____ Filing Fee \$ _____ Nonfiling Insurance														
My Payment Schedule will be: <table border="1"><thead><tr><th>Number of Payments</th><th>Amount of Payments</th><th>When Payments Are Due</th></tr></thead><tbody><tr><td><u>120</u></td><td>\$ <u>241.05</u></td><td><u>the 9th day of each month beginning 6-9-2001</u></td></tr><tr><td>\$</td><td></td><td></td></tr><tr><td>\$</td><td></td><td></td></tr><tr><td>\$</td><td></td><td></td></tr></tbody></table> <u>change DDA #1-61238-1</u>					Number of Payments	Amount of Payments	When Payments Are Due	<u>120</u>	\$ <u>241.05</u>	<u>the 9th day of each month beginning 6-9-2001</u>	\$			\$			\$	
Number of Payments	Amount of Payments	When Payments Are Due																
<u>120</u>	\$ <u>241.05</u>	<u>the 9th day of each month beginning 6-9-2001</u>																
\$																		
\$																		
\$																		

☐ This note has a demand feature.

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

Security - I am giving a security interest in:

☒ the goods or property being purchased.

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

☒ my deposit accounts and other rights to the payment of money from you.

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

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

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

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

Type	Premium	Term
Credit Life	<u>791.92</u>	<u>120</u>
Credit Disability	<u>1,643.00</u>	<u>120</u>
Joint Credit Life		

Name of Insurer: U.S. Credit Life

I ☒ do ☐ do not want credit life insurance.

I ☒ do ☐ do not want credit disability insurance.

I ☐ do ☒ do not want joint credit life insurance.

I ☐ do not want \_\_\_\_\_ insurance.

\* James L. Lutzer DOB 7-26-77

X DOB \_\_\_\_\_

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

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

Signed \_\_\_\_\_ (Optional) #1611 For Lender  
Title \_\_\_\_\_

#### ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ \_\_\_\_\_

AMOUNT PAID ON MY (LOAN) ACCOUNT \$ \_\_\_\_\_

AMOUNTS PAID TO OTHERS ON MY BEHALF:

to Insurance Companies \$ 2,434.92

to Public Officials \$ \_\_\_\_\_

Richard H. Milgrule \$ 16,000.00

Atty. Gen. Jamie L. Lutzer \$ \_\_\_\_\_

Lutzer \$ \_\_\_\_\_

(less) PREPAID FINANCE CHARGE(S) \$ \_\_\_\_\_

Amount Financed \$ 18,434.92

(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.  
COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature \* James L. Lutzer

Signature \_\_\_\_\_

## ADDITIONAL TERMS OF THE NOTE

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

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

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

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

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

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

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

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

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except if the loan is rescindable pursuant to Regulation Z (16 C.F.R. § 226).

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

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

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

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

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

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

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

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

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

**"Right to receive money from you" means:**

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

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

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

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

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

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

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

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

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

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

**NOTICE OF PROPOSED INSURANCE** - If so indicated on the front of this note, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this note. The insurance company named on the front of this note will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this note. The term of insurance will begin as of the date of this note and will end on the original due date of this note.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this note is prepaid before it is due, a refund of insurance charges will be made when due.

## ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**SECURED OBLIGATIONS** - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such Property. Also, this security agreement will not secure other debts if this security interest will last until it is discharged in writing.

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

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

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

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

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

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

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

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

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

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

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

## THIRD PARTY AGREEMENT

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

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

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

NAME \_\_\_\_\_  
X

## NOTICE TO COSIGNER

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

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

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

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

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

LOAN - COLLATERAL

5003140261368957 BULK FILE  
ID: 161795 - 1 SHORT NAME: Luzer, Jamie L  
LOAN NUMBER: 4589921 NEW NOTE NUMBER:  
DOC CODE: L-INTGE-1 DOC: Note  
USER: KWAGNUSON Date: 05/02/2003 01:05:50 PM

October 8, 2004

**CERTIFIED MAIL:**  
# 7106 3901 9842 7186 6330

**First Class Mail**

Jamie L. Luzier  
810 Airport Road  
Clearfield, PA 16830

Re: County National Bank  
Delinquent Mortgage Account # 458992-1

Dear Mr. Luzier:

The Mortgage, which you executed on May 10, 2001, in favor of County National Bank, for \$18,434.92 is in default. This Mortgage is recorded in Clearfield County Record Book, Instrument Number 200106854. It encumbers and places a lien upon your residence known as 810 Airport Road, Clearfield, Clearfield County, Pennsylvania, 16830.

You have failed to make the full monthly payments since July 2004, and are in default. The total amount of default is \$1,084.75, which includes \$144.66 in late charges.

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

1. First, you can bring your account current by paying County National Bank a total of \$1,084.75, which includes delinquent payments of \$940.09 and late charges of \$144.66; or,
2. Second, you can pay this mortgage off entirely by tendering \$15,129.06, which includes a balance of \$15,762.76; accrued interest through 10/08/04 of \$266.40; late charges of \$144.66; a satisfaction fee of \$30.50; and other fees of 19.50; less \$1,094.76 in insurance rebates.

Interest will accrue at the rate of \$4.1990959 a day from October 8, 2004. Your regular monthly payments will also continue to fall due and will be added to the total stated in Number 1 above if you fail to pay them.

Jamie L. Luzier  
October 8, 2004  
Page 2

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

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balance as stated in Paragraph 2 will become immediately due and payable. The bank will institute a foreclosure lawsuit against the real estate for that amount, i.e. \$15,219.06, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by County National Bank, but in no event exceeding eight (8%) percent of the total indebtedness. If CNB obtains judgment against you for those amounts, it can then execute against your residence, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, February 4, 2005.**

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

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

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

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

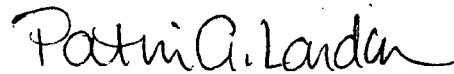


Jamie L. Luzier  
October 8, 2004  
Page 3

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

However, if you fail to exercise your right under the Homeowner's Emergency Mortgage Assistance Act or fail to cure your default within thirty (30) days, which is on or before November 8, 2004 the bank will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,

A handwritten signature in cursive script that reads "Patricia A. London".

Patricia A. London  
Senior Credit Adjuster

# ACT 91 NOTICE

October 8, 2004

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME (S): **Jamie L. Luzier**

PROPERTY ADDRESS: **810 Airport Rd  
Clearfield, PA 16830**

LOAN ACCOUNT NUMBER: **458992-1**

ORIGINAL LENDER: **County National Bank**

CURRENT LENDER/SERVICE: **County National Bank**

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your properties located at:  
810 Airport Road  
Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

- A. **YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:
- July 2004 - \$216.94
  - August 2004 - \$241.05
  - September 2004 - \$241.05
  - October 2004 - \$241.05

Other Charges (explain/itemize):

Late Charges - \$144.66

**TOTAL AMOUNT PAST DUE: \$1,145.52**

**HOW TO CURE THE DEFAULT**-You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,084.75 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

Contact Person: Christopher N. Norris, Collection Officer

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

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

7160 3901 9842 7186 6330

Service Type **CERTIFIED MAIL**

Restricted Delivery? (Extra Fee) ☐ Yes

Article Addressed to:

**JAMIE L LUZIER**  
**810 AIRPORT ROAD**  
**CLEARFIELD PA 16830**

Form 3811, January 2003 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) \_\_\_\_\_ B. Date of Delivery **OCT 9 2004**

C. Signature *Theresa M. Luzier* ☒ Agent ☐ Addressee

D. Is delivery address different from item? ☐ Yes ☒ No  
 If YES, enter delivery address below \_\_\_\_\_

0000 9872 2496 1056 0972

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

**Postage** \$ \_\_\_\_\_

**Certified Fee** \_\_\_\_\_

**Return Receipt Fee** (Endorsement Required) \_\_\_\_\_

**Restricted Delivery Fee** (Endorsement Required) \_\_\_\_\_

**Total Postage & Fees** **\$4.65**

Postmark Here **10-8-04**

Sent To:  
**JAMIE L LUZIER**  
**810 AIRPORT ROAD**  
**CLEARFIELD PA 16830**

PS Form 3800, January 2003 US Postal Service **Certified Mail Receipt**

2

UNITED STATES POSTAL SERVICE



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

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



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

### Certified Mail Provides:

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

### Important Reminders:

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

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



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JAMIE L. LUZIER,  
Defendant

No. 2004-1879-CD

**PRAECIPE TO DISCONTINUE**

TO: William A. Shaw, Prothonotary

Dear Sir:

The Defendant in the above-captioned matter has exercised his statutory right to cure his default. Please discontinue this action.

Respectfully submitted,



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

Date: December 29, 2004

cc: Lori D. Trumbull, County National Bank  
Jamie L. Luzier

**FILED** No CC  
DEC 30 2004  
Cert. of Disc.  
to Any  
copy to C14  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

County National Bank

Vs.

No. 2004-01879-CD

Jamie L. Luzier

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 30, 2004, marked:

Discontinued

Record costs in the sum of \$85.00 have been paid in full by County National Bank.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of December A.D. 2004.

\_\_\_\_\_  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100030  
NO: 04-1879-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK  
vs.  
DEFENDANT: JAMIE L. LUZIER

SHERIFF RETURN

NOW, December 10, 2004 AT 11:11 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMIE L. LUZIER DEFENDANT AT WORK: SWISHER'S, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMIE L. LUZIER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED 610  
01/31/05  
JAN 21 2005


William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CNB	283228	10.00
SHERIFF HAWKINS	CNB	283228	20.37

Sworn to Before Me This

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

So Answers,

  
by Mandy Hamer  
Chester A. Hawkins  
Sheriff