

05-1757-CD  
CNB vs John B. Wilson et al

County Nat'l Bank vs John Wilson al  
05-1757-CD



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

No. 2005- 1757-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**

NOV 09 2005

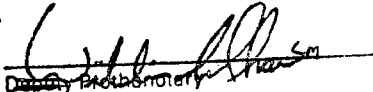
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**William A. Shaw**  
Prothonotary

3 cent to Att

7-27-2006 Document ICC  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary



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

COUNTY NATIONAL BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 2005-	-CD
	:		
JOHN B. WILSON and	:		
SANDRA L. SCOTT a/k/a	:		
SANDRA LOU SCOTT,	:		
Defendants	:		

**NOTICE TO DEFEND**

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

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

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



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

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

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



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

COUNTY NATIONAL BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 2005-	-CD
	:		
JOHN B. WILSON and	:		
SANDRA L. SCOTT a/k/a	:		
SANDRA LOU SCOTT,	:		
Defendants	:		

**COMPLAINT TO FORECLOSE MORTGAGE**

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

1. The name of the Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with its principal office at One South Second Street, Clearfield, Pennsylvania, 16830.

2. The name of the first Defendant is **JOHN B. WILSON**, whose last known address is 206½ Turnpike Avenue, Clearfield, (Clearfield County), Pennsylvania 16830.

3. The name of the second Defendant is **SANDRA L. SCOTT a/k/a SANDRA LOU SCOTT**, whose last known address is 206 ½ Turnpike Avenue, Clearfield, (Clearfield County), Pennsylvania 16830.

4. The parcel of real estate subject to this action consists of a two-story house on a 55' x 145' lot, known as Second Avenue, Glen Richey, Clearfield, Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 123-J10-8 & 9 and is more particularly described as follows:

**ALL those certain lots, pieces or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:**



**THE FIRST THEREOF:** All that certain lot or parcel of ground situate in the Village of Glen Richey, Lawrence Township, Clearfield County, Pennsylvania, Bounded and described as follows:

BEING known and numbered as Lot No. 25 in the plan of lots of Glen Richey laid out by Peale, Peacock & Kerr, Inc., which said plan of lots was made a part of a certain deed executed by Peale, Peacock & Kerr, Inc. to Howard A. McGarvey dated July 1946 in Deed Book 377, Page 244. This property is conveyed subject to all reservations contained in the chain of title to the Grantor herein.

BEING the same premises which Donald McClincy and Betty L. McClincy granted and conveyed to John W. Bailey and Hilda M. Bailey, by deed dated October 8, 1974 and recorded in Clearfield County Deed Book 690, Page 599.

**THE SECOND THEREOF:** All that certain piece, parcel or tract of land, together with the improvements thereon, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post which is the Northeasterly corner of the premises herein described and as the dividing line between the premises herein described and land of Peale, Peacock & Kerr, and being the Northeasterly corner of premises outline in red on the map hereto attached; thence South Twenty-three (23) degrees twenty-eight (28) minutes east, one hundred fifty-five (155) feet to a post on a street; thence South seventy-nine (79) degrees thirty-one (31) minutes West, fifty-five (55) feet to a post; thence North twenty-four (24) degrees five (5) minutes West, one hundred thirty-eight (138) feet to a post; thence North sixty-two (62) degrees eleven (11) minutes East, fifty-five (55) foot to a post and place of beginning. Contained 0.183 acres.

This conveyance is made under and subject to all of the conditions, exceptions and reservations as contained in the deed from Peale, Peacock & Kerr, Incorporated to W. O. Batcheler, dated the 15th day of July 1915, and recorded in deed Book 237, Page 582.

BEING the same premises which Dorothy A. Withey granted and conveyed to John William Bailey and Hilda Mae Bailey, by deed dated April 26, 1980 and recorded in Deed Book 796, Page 119.

5. The Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated July 30, 1999, for principal debt of \$47,500.00, together with interest. Said mortgage was recorded at Clearfield County Instrument Number 199912680. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.



6. Defendants also executed an Adjustable Rate Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$47,500.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

7. Defendants also executed Addendum in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$47,500.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit C.

8. Plaintiff has not assigned this mortgage or note.

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

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

11. On or about May, 2005, the Defendants failed to make the full monthly payment of \$639.62, and at no time since then have all monthly payments been made which constitutes a default.

12. After crediting all amounts paid by the Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$3,367.00 as of October 21, 2005.

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

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

15. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of October 21, 2005, are as follows:

a)	Balance	\$35,715.46
b)	Late Charge	\$ 200.88
c)	Interest Due to 10/21/05	\$ 1,166.33
d)	Interest accruing after 10/21/05 at \$6.8206608 per day	



	(to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ <u>30.50</u>
h)	Escrow balance due	\$ 489.79
i)	Unapplied balance	\$ <b>-(450.42)</b>

PRELIMINARY TOTAL                      \$37,152.54

FINAL TOTAL                                      \$

16. The property securing this mortgage is a commercial property. Therefore, the Defendants are not entitled to the notices required by Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. 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.

17. On September 1, 2005, Plaintiff sent to Defendants by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at their last known address advising them of their default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit D.

18. 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.

19. The certified mail for the Defendants were returned by the Postal Service to Plaintiff. The Plaintiff also sent the letter by First Class Mail with Plaintiff's address clearly marked on the envelope. Defendant's notices were not returned by the Postal Service.

20. 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.

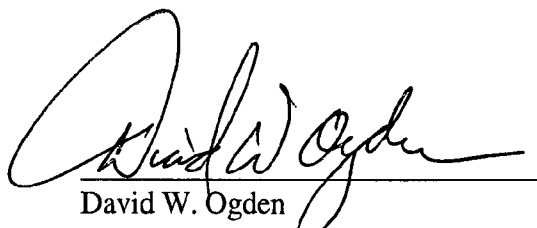


WILSON/Scott


AFFIDAVIT

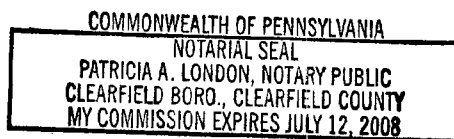
STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

DAVID W. OGDEN, being duly sworn according to law, deposes and says that he is the Assistant Vice President 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.

  
David W. Ogden  
Assistant Vice President

SWORN TO AND SUBSCRIBED  
before me this 2<sup>nd</sup> day of  
November, 2005.

  
Notary Public





KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
PENNSYLVANIA

INSTRUMENT NUMBER  
199912680  
RECORDED ON  
Jul 30, 1999  
3:34:30 PM

RECORDING FEES - \$15.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER  
IMPROVEMENT FUND \$1.00  
STATE WAIT TAX \$0.50  
TOTAL \$17.50

*to Harrisburg*

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 30th day of July  
19 99. The mortgagor is John B. Wilson and Sandra L. Scott  
("Borrower"). This Security Instrument is given to  
COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under  
the laws of the Commonwealth of Pennsylvania, and whose address is  
Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830  
sum of Forty Seven Thousand Five Hundred and 00/100s ("Lender"). Borrower owes Lender the principal  
(U.S. \$ 47,500.00). This debt is evidenced by Borrower's note 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 July 30, 2014.  
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 does hereby mortgage, grant and convey to Lender the following described property located in  
County, Pennsylvania:

SEE ATTACHMENT

which has the address of Second Avenue, Glen Richey  
[Street] [City]  
Pennsylvania [Zip Code] ("Property Address");

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

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

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

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

**1. Payment of Principal 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.** Subject to applicable law or to a written waiver by Lender, 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 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

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 (9/90) (page 1 of 4 pages)

EXHIBIT A



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.

**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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. 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, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

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 the 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.

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) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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.

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

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. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

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:

*John B. Wilson* ..... (Seal)  
John B. Wilson ..... —Borrower

*Sandra L. Scott* ..... (Seal)  
Sandra L. Scott ..... —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County

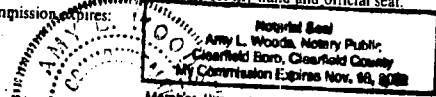
On this, the 30th day of July, 19 99, before me, Amy L. Woods County ss:

the undersigned officer, personally appeared John B. Wilson & Sandra L. Scott known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they

executed the same for the purposes herein contained.

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

My Commission Expires:



I hereby certify that the precise address of the within Mortgagee (Lender) is

*Amy L. Woods*  
Notary Public  
Title of Officer

Title of Officer



ATTACHMENT

ALL those certain lots, pieces or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: All that certain lot or parcel of ground situate in the Village of Glen Richey, Lawrence Township, Clearfield County, Pennsylvania, Bounded and described as follows:

BEING known and numbered as Lot No. 25 in the plan of lots of Glen Richey laid out by Peale, Peacock & Kerr, Inc., which said plan of lots was made a part of a certain deed executed by Peale, Peacock & Kerr, Inc. to Howard A. McGarvey dated July 1946 in Deed Book 377, Page 244.

This property is conveyed subject to all reservations contained in the chain of title to the Grantor herein.

BEING the same premises which Donald McClincy and Betty L. McClincy granted and conveyed to John W. Bailey and Hilda M. Bailey, by deed dated October 8, 1974 and recorded in Clearfield County Deed Book 690, Page 599.

THE SECOND THEREOF: All that certain piece, parcel or tract of land, together with the improvements thereon, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post which is the Northeasterly corner of the premises herein described and at the dividing line between the premises herein described and land of peale, Peacock & Kerr, and being the Northeasterly corner of premises outline in red on the map hereto attached; thence South Twenty-three (23) degrees twenty-eight (28) minutes east, one hundred fifty-five (155) feet to a post on a street; thence South seventy-nine (79) degrees thirty-one (31) minutes West, fifty-five (55) feet to a post; thence North twenty-four (24) degrees five (5) minutes West, one hundred thirty-eight (138) feet to a post; thence North sixty-two (62) degrees eleven (11) minutes East, fifty-five (55) foot to a post and place of beginning. Contained 0.183 acres.

This conveyance is made under and subject to all of the conditions, exceptions and reservations as contained in the deed from Peale, Peacock & kerr, Incorporated to W. O. Batcheler, dated the 15th day of July 1915, and recorded in deed Book 237, Page 582.

BEING the same premises which Dorothy A. Withey granted and conveyed to John William Bailey and Hilda Mae Bailey, by deed dated April 26, 1980 and recorded in Deed Book 796, Page 119.



# ADJUSTABLE RATE NOTE

(5 Year Treasury Index — Rate Caps)

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

JULY 30, 1999

[Date]

CLEARFIELD

[City]

PENNSYLVANIA

[State]

SECOND AVENUE, GLEN RICHEY, PA 16837

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 47,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK CLEARFIELD, PA 16830. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.44%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 30th day of each month beginning on AUGUST 30, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on JULY 30, 2014, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at COUNTY NATIONAL BANK CLEARFIELD, PA 16830 or at a different place if required by the Note Holder.

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 466.09. This amount may change.

### (C) Monthly Payment Changes

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

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the 30th day of JULY 30, 2004, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."



### **(B) The Index**

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

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

### **(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding... three percentage points (.....3.00.....%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

### **(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than.....10.44.....% or less than .....6.44.....%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 60 months. My interest rate will never be greater than .....13.44.....%.

### **(E) Effective Date of Changes**

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

### **(F) Notice of Changes**

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

## **5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

## **6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, if finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial payment.



## **7. BORROWER'S FAILURE TO PAY AS REQUIRED**

### **(A) Late Charges for Overdue Payments**

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

### **(B) Default**

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

### **(C) Notice of Default**

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

### **(D) No Waiver by Note Holder**

Even if, at any time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### **(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## **8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## **9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## **10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## **11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:



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

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

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

**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.**

J x John B. Wilson .....(SEAL)  
John B. Wilson -Borrower

S. Sandra L. Scott .....(SEAL)  
Sandra L. Scott -Borrower

.....(SEAL)  
-Borrower

[Sign Original Only]



## Addendum To Mortgage Note

This Addendum is made this 30<sup>th</sup> day of July, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage Note of July 3, 1999, in the amount of \$ 47,500.

In addition to the terms and conditions in the Mortgage Note, I further agree with you as follows:

Automatic Payment Deduction: I authorize you to automatically deduct my monthly payment from my checking account number 1-52954-4, that I maintain with you, on the date each monthly payment is due. If I fail to maintain a balance in the account sufficient to cover the monthly payment when it is due, you may, at your sole discretion, terminate the Automatic Payment Deduction.

If the Automatic Payment Deduction is terminated for any reason, the interest rate on my mortgage loan will increase by 1/4 of 1%. The new rate will be effective on the first payment due date following the cancellation of the Automatic Payment Deduction.

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.19 % for the term stated on the Note. The interest rate for Adjustable Rate Mortgages will change in accordance with the *Calculation of Changes* terms below.

Each of my monthly payments will be in the amount of U.S. \$ 459.17.

### Adjustable Rate Mortgages Only

#### Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 % to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be my/our new interest rate until the next Change Date.

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

#### Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.19 % or less than 6.19 % and will never be greater than 13.19 %.

No other terms or conditions of the Mortgage Note are changed. I have received a copy of this addendum on today's date.

John B. Wilson  
Borrower

[Signature]  
Borrower



February 7, 2005

John B Wilson  
Sandra L Scott  
206 1/2 Turnpike Ave  
Clearfield PA 16830-1617

Re: Mortgage loan 398057-1

Dear Mr. Wilson & Ms. Scott:

The November, December and January 30, 2005 payments on your loan 398057-1 were returned to your checking account 1529544 due to insufficient funds. A provision of the mortgage loan was that if your account could not be auto charged the interest rate would increase by .25%. Since the payments could not be taken automatically, the interest rate was increased to 6.875% and your loan was taken off auto charge.

A payment book will be ordered for your loan starting with the new monthly payment amount of \$639.62 beginning with the February payment. Enclosed are payment coupons for your use in remitting the December & January payment.

If you have any questions, please let us know.

Sincerely,

Susan Warrick  
Operations Officer





September 1, 2005

**CERTIFIED MAIL:**

# 7106 3901 9842 7187 0177

# 7106 3901 9842 7187 0184

**First Class Mail**

John B. Wilson  
206 ½ Turnpike Ave  
Clearfield, PA 16830

Sandra L. Scott  
206 ½ Turnpike Ave  
Clearfield, PA 16830

Re: County National Bank  
Delinquent Mortgage Account #398057-1

Dear Mr. Wilson and Ms. Scott:

The Mortgage, which you executed on July 30, 1999, in favor of County National Bank for \$47,500.00, is in default. This Mortgage is recorded in Clearfield County Record Book Instrument Number 199912680. This mortgage encumbers and place liens upon your property known as Second Ave, Glen Richey, Clearfield County, Pennsylvania, PA, 16837.

You have failed to make the full monthly payments since May 2005 and are in default. The total amount of default is \$2,055.78, which includes \$136.92 in late charges.

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

1. First, you can bring your account current by paying County National Bank delinquent payments that total \$2,055.78; or,
2. Second, you can pay this mortgage off entirely by tendering \$36,687.52, which includes a balance of \$35,715.46; accrued interest through 09/01/05 of \$825.30; late charges of \$136.92; a loan satisfaction fee of \$30.50; a Escrow balance of \$429.76; less unapplied fees of \$450.42.

Interest will accrue at the rate of 6.8206608 a day from September 1, 2005.



Mr. John Wilson and Sandra Scott  
August 29, 2005  
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. \$36,687.52, 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, January 6, 2006.**

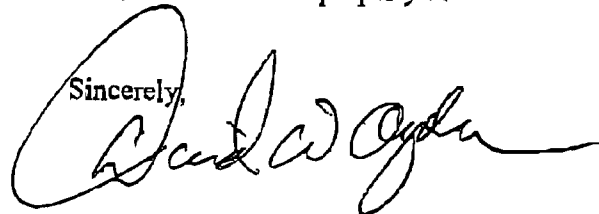
The Law provides that you may sell this real estate subject to your delinquent mortgage, and your buyer, or anyone else, has the right to cure this default as explained in the preceding paragraphs. You also have the right to refinance this debt with another lender if possible. You also have the right 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 October 1, 2005, 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,



David W. Ogden  
Assistant Vice President  
800-492-3221 extension 118



# **Certified Mail Provides:**

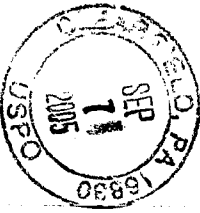
- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

## **Important Reminders:**

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

PS Form 3800, January 2003 (Reverse)

**RETURN NOTICE**



LINE 1

PRINTED AT TOP OF ENVELOPE TO THE RIGHT  
PLACE STICKER AT TOP OF ENVELOPE TO RETURN TO

2. Article Number



7111 3901 9842 7117 0177

3. Service type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

1. Article Addressed to:

JOHN H WILSON  
206 1/2 TURNPIKE AVE  
CLEARFIELD PA 16830

### **COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

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

☒ Agent ☐ Addressee  
☐ Yes ☒ No

PS Form 3811, January 2003

Domestic Return Receipt

Thank you for using Return Receipt Service.

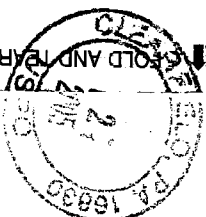


EXHIBIT E



7160 3901 9842 7187 0184

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 \$4.42

Postmark  
Here  
9-1-05

Sandra L Scott  
206 1/2 Turnpike Ave  
Clearfield PA 16830

PS Form 3800, January 2003

US Postal Service

Certified Mail Receipt

2

CNE

UNITY NATIONAL BANK

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

CERTIFIED MAIL



7160 3901 9842 7187 0184

RETURN RECEIPT REQUESTED

Sandra L Scott  
206 1/2 Turn  
Clearfield PA

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

UNCLAIMED

RTS  
RETURN TO SENDER



02 1A \$04.42  
0004601114 SEP 01 2005  
MAILED FROM ZIP CODE 16830



SEP 21 2005  
CLEARFIELD  
USPO



7160 3901 9842 7187 0177

US Postal Service	
<b>Certified Mail</b>	Postage \$
<b>Receipt</b>	Certified Fee
<i>Domestic Mail Only</i>	Return Receipt Fee (Endorsement Required)
<i>No Insurance Coverage Provided</i>	Restricted Delivery Fee (Endorsement Required)
Sent To:	Total Postage & Fees \$4.42
Postmark Here 9-1-05	

JOHN B WILSON  
206 1/2 TURNPIKE AVE  
CLEARFIELD PA 16830

PS Form 3800, January 2003

US Postal Service

Certified Mail Receipt

2

CNB

CITY NATIONAL BANK

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

CERTIFIED MAIL



7160 3901 9842 7187 0177

RETURN RECEIPT REQUESTED

JOHN B WILSON

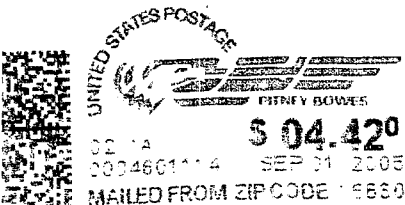
206 1/2 TURNPIKE AVE

CLEARFIELD PA

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

UNCLAIMED

RTS  
RETURN TO SENDER





FILED

NOV 09 2005

William A. Shaw  
Prothonotary



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

Service # 1 of 2 Services

Sheriff Docket # **100993**

COUNTY NATIONAL BANK

Case # **2005-1757-CD**

vs.

JOHN B. WILSON and SANDRA L. SCOTT a/k/a SANDRA LOU SCOTT

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 15, 2006 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED" AS TO JOHN B. WILSON, DEFENDANT. FILED BANKRUPTCY, COMPLAINT TO ATTORNEY

SERVED BY: /

**FILED**  
013:4981  
FEB 16 2006  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts



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

Service # 2 of 2 Services

Sheriff Docket # **100993**

COUNTY NATIONAL BANK

Case #

vs.

JOHN B. WILSON and SANDRA L. SCOTT a/k/a SANDRA LOU SCOTT

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 15, 2006 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED" AS TO SANDRA L. SCOTT AKA SANDRA LOU SCOTT, DEFENDANT. FILED BANKRUPTCY, COMPLAINT TO ATTORNEY

SERVED BY /



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100993  
NO: 05-1757-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: JOHN B. WILSON and SANDRA L. SCOTT a/k/a SANDRA LOU SCOTT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CNB	321001	20.00
SHERIFF HAWKINS	CNB	321001	19.37

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

No. 2005-1757-CD

*PRAECIPE TO REINSTATE*

TO: Clearfield County Prothonotary

Please reinstate the Complaint filed in the above-caption matter and recertify three counterparts of the Complaint and forward two of them to Sheriff Hawkins for service. The remaining copy should be returned to my office.

Date: July 26, 2006



Peter F. Smith, Esquire  
Attorney for Plaintiff

cc: Patricia A. London, County National Bank

FILED  
07/27/06  
JUL 27 2006  
Atty pd. 7.00  
No cc  
2 Compl. Reinstated  
to Shff  
1 Compl. Reinstated  
to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101769  
NO: 05-1757-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: JOHN B. WILSON and SANDRA L. SCOTT aka SANDRA LOU SCOTT

SHERIFF RETURN

NOW, August 01, 2006 AT 11:04 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN B. WILSON DEFENDANT AT 206 1/2 TURNPIKE AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA SCOTT, ADULT AT RESIDENCE/GIRLFRIEND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED

9/3:30 am

AUG 15 2006



William A. Shaw  
Prothonotary



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

DOCKET # 101769  
NO: 05-1757-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: JOHN B. WILSON and SANDRA L. SCOTT aka SANDRA LOU SCOTT

**SHERIFF RETURN**

---

NOW, August 01, 2006 AT 11:04 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA L. SCOTT a/k/a SANDRA LOU SCOTT DEFENDANT AT 206 1/2 TURNPIKE AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA L. SCOTT A/K/A, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101769  
NO: 05-1757-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK

VS.

DEFENDANT: JOHN B. WILSON and SANDRA L. SCOTT aka SANDRA LOU SCOTT

SHERIFF RETURN

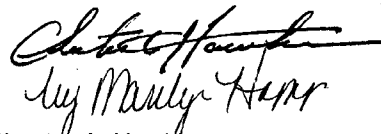
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CNB	337179	20.00
SHERIFF HAWKINS	CNB	337179	17.39

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff



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

COUNTY NATIONAL BANK,

Plaintiff

vs.

No. 2005-1757-CD

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,

Defendants

FILED

SEP 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129

1. Name and address of Plaintiff in the judgment:

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

2. Name and address of Defendant in the judgment:

John B. Wilson	Sandra L. Scott a/k/a
206 ½ Turnpike Ave	Sandra Lou Scott
Clearfield, PA 16830	206 ½ Turnpike Ave.
	Clearfield, PA 16830

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  
Clearfield, PA 16830  
2006-1757-CD  
Entered-  
\$37,152.54

Commonwealth of Penna.  
Bureau of Compliance/Dept of Rev.  
Dept 280948  
Harrisburg, PA 17128  
2003-01476-CD  
Entered- 10/02/03  
\$1,175.27



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2005-1757-CD

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

**FILED** *np cc*  
*01/11/361*  
**SEP 15 2006**  
William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF ADDRESS**

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


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

Defendant: John B. Wilson  
206 ½ Turnpike Ave.  
Clearfield, PA 16830

Sandra L. Scott  
A/k/a Sandra Lou Scott  
206 ½ Turnpike Ave.  
Clearfield, PA 16830

Date:

*9/11/06*

  
Peter F. Smith  
Attorney for Plaintiff



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

No. 2005-1757-CD

**FILED** 11CCD  
0/11/15/2011 6:00 PM  
SEP 15 2006 packages  
to SHff

William A. Shaw  
Prothonotary/Clerk of Courts Diff pd  
20.00  
(GR)

**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:

**JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a SANDRA LOU SCOTT**

2. Property owned by the Defendants as follows:

The parcel of real estate subject to this action consists of a two-story house on a 55' x 145' lot, known as Second Avenue, Glen Richey, Clearfield, Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 123-J10-8 & 9 and is more particularly described as follows:

**ALL** those certain lots, pieces or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF:** All that certain lot or parcel of ground situate in the Village of Glen Richey, Lawrence Township, Clearfield County, Pennsylvania, Bounded and described as follows:

**BEING** known and numbered as Lot No. 25 in the plan of lots of Glen Richey laid out by Peale, Peacock & Kerr, Inc., which said plan of lots was made a part of a certain deed executed by Peale, Peacock & Kerr, Inc. to Howard A.



McGarvey dated July 1946 in Deed Book 377, Page 244. This property is conveyed subject to all reservations contained in the chain of title to the Grantor herein.

BEING the same premises which were granted to John B. Wilson and Sandra Lou Scott by deed dated July 29, 1999 and recorded in Clearfield County Instrument Number 199912679.

THE SECOND THEREOF: All that certain piece, parcel or tract of land, together with the improvements thereon, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post which is the Northeasterly corner of the premises herein described and as the dividing line between the premises herein described and land of Peale, Peacock & Kerr, and being the Northeasterly corner of premises outline in red on the map hereto attached; thence South twenty-three (23) degrees twenty-eight (28) minutes east, one hundred fifty-five (155) feet to a post on a street; thence South seventy-nine (79) degrees thirty-one (31) minutes West, fifty-five (55) feet to a post; thence North twenty-four (24) degrees five (5) minutes West, one hundred thirty-eight (138) feet to a post; thence North sixty-two (62) degrees eleven (11) minutes East, fifty-five (55) foot to a post and place of beginning. Contained 0.183 acres.

This conveyance is made under and subject to all of the conditions, exceptions and reservations as contained in the deed from Peale, Peacock & Kerr, Incorporated to W. O. Batcheler, dated the 15th day of July 1915, and recorded in deed Book 237, Page 582.

BEING the same premises which were granted to John B. Wilson and Sandra Lou Scott by deed dated July 29, 1999 and recorded at Clearfield County Instrument Number 199912679.

3. Amounts due:

a)	Balance	\$35,715.46
b)	Late Charge	\$ 200.88
c)	Interest Due to 10/21/05	\$ 1,166.33
d)	Interest accruing after 10/21/05 at \$6.8206608 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50



h)	Escrow balance due	\$ 489.79
i)	unapplied balance	\$ -(450.42)

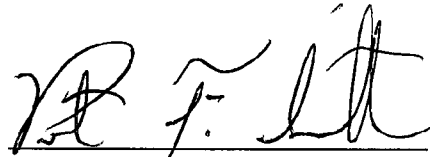
PRELIMINARY TOTAL \$37,152.54

Date: Prothonotary's Prothonotary costs \$ 132.00

FINAL TOTAL \$ \_\_\_\_\_

Respectfully submitted,

Dated: 9/11/06



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



CC. 1

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

No. 2005-1757-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.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

No. 2005-1757-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendants above:

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

2. The parcel of real estate subject to this action consists of a two-story house on a 55' x 145' lot, known as Second Avenue, Glen Richey, Clearfield, Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 123-J10-8 & 9 and is more particularly described as follows:

ALL those certain lots, pieces or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: All that certain lot or parcel of ground situate in the Village of Glen Richey, Lawrence Township, Clearfield County, Pennsylvania, Bounded and described as follows:

BEING known and numbered as Lot No. 25 in the plan of lots of Glen Richey laid out by Peale, Peacock & Kerr, Inc., which said plan of lots was made a part of a certain deed executed by Peale, Peacock & Kerr, Inc. to Howard A. McGarvey dated July 1946 in Deed Book 377, Page 244. This property is conveyed subject to all reservations contained in the chain of title to the Grantor herein.

BEING the same premises which were granted to John B. Wilson and Sandra Lou Scott by deed dated July 29, 1999 and recorded at Clearfield County Instrument Number 199912679.



THE SECOND THEREOF: All that certain piece, parcel or tract of land, together with the improvements thereon, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post which is the Northeasterly corner of the premises herein described and as the dividing line between the premises herein described and land of Peale, Peacock & Kerr, and being the Northeasterly corner of premises outline in red on the map hereto attached; thence South Twenty-three (23) degrees twenty-eight (28) minutes east, one hundred fifty-five (155) feet to a post on a street; thence South seventy-nine (79) degrees thirty-one (31) minutes West, fifty-five (55) feet to a post; thence North twenty-four (24) degrees five (5) minutes West, one hundred thirty-eight (138) feet to a post; thence North sixty-two (62) degrees eleven (11) minutes East, fifty-five (55) foot to a post and place of beginning. Contained 0.183 acres.

This conveyance is made under and subject to all of the conditions, exceptions and reservations as contained in the deed from Peale, Peacock & Kerr, Incorporated to W. O. Batcheler, dated the 15th day of July 1915, and recorded in deed Book 237, Page 582.

BEING the same premises which were granted to John B. Wilson and Sandra Lou Scott by deed dated July 29, 1999 and recorded at Clearfield County Instrument Number 199912679.

3. Amounts due:

a)	Balance	\$35,715.46
b)	Late Charge	\$ 200.88
c)	Interest Due to 10/21/05	\$ 1,166.33
d)	Interest accruing after 10/21/05 at \$6.8206608 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50
h)	Escrow balance due	\$ 489.79
i)	Unapplied balance	\$ -(450.42)

PRELIMINARY TOTAL \$37,152.54

Date: Prothonotary's costs \$ 132.00

FINAL TOTAL \$ \_\_\_\_\_



4. If Social Security or Supplemental Security Income funds are directly deposited into an account of the Defendant, the levy and attachment shall not include any funds that may be traced to such direct deposits. In addition, the levy and attachment shall not include \$300.00 in the amount of Defendant.

\_\_\_\_\_  
Prothonotary

By: William L. Shaw <sup>BA</sup> 9/15/06  
Deputy



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

:  
:  
:  
:  
:  
:  
:  
:  
:

No. 2005-1757-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, schoolbooks, 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



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

COUNTY NATIONAL BANK,  
Plaintiff

No. 2005-1757-CD

vs.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

**FILED** Affpd. 20.00  
9/11/06  
SEP 15 2006 Notice to  
Defts.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement  
to Atty  
GK

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on August 28, 2006, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendants. Attached hereto and incorporated herein is a true and correct copy of said Notice.

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

John B. Wilson  
206 ½ Turnpike Ave.  
Clearfield, PA 16830

Sandra L. Scott  
a/k/a Sandra Lou Scott  
206 ½ Turnpike Ave.  
Clearfield, PA 16830

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

4. Please enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$37,152.54 plus interest and costs of suit.

a)	Balance	\$35,715.46
b)	Late charges	\$ 200.88
c)	Interest Due to 10/21/05	\$ 1,166.33



d)	Interest accruing after 10/21/05	
	at \$6.8206608 per day (to be added)	\$ _____
e)	Costs of Suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50
h)	Escrow balance due	\$ 489.79
i)	Unapplied balance	\$ - (450.42)

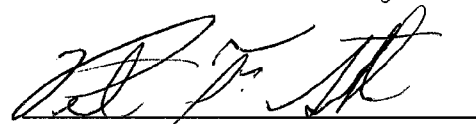
PRELIMINARY TOTAL \$37,152.54

Date: Prothonotary's costs

FINAL TOTAL \$ \_\_\_\_\_

Respectfully submitted,

Date: 9/11/06

  
Peter F. Smith, Esquire  
Attorney for Plaintiff



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

No. 2005- 1757-CD

TO: JOHN B. WILSON  
206 ½ TURNPIKE AVE  
CLEARFIELD, PA 16830

SANDRA L. SCOTT  
206 ½ TURNPIKE AVE  
CLEARFIELD, PA 16830

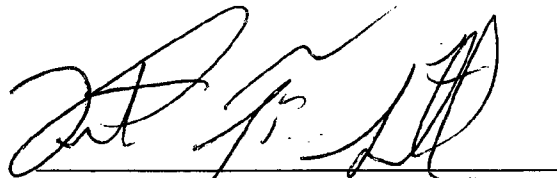
***IMPORTANT NOTICE***

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 SEPTEMBER 8, 2006.

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

Date: August 28, 2006

  
Peter F. Smith, Attorney for Plaintiff

cc: Brian P. Soltys, County National Bank



[illegible]

No. 2005-1757-CD

•  
•  
•  
•  
•  
•  
•

## Prothonotary

By William L. Latta 9/15/06, Deputy  
Bill

## Rule of Civil Procedure No. 236



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

County National Bank  
Plaintiff(s)

No.: 2005-01757-CD

Real Debt: \$37,152.54

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John B. Wilson and  
Sandra L. Scott a/k/a  
Sandra Lou Scott  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 15, 2006

Expires: September 15, 2011

Certified from the record this 15th day of September, 2006.



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.

No. 2005-1757-CD

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

**FILED** *no cc*  
OCT 24 2006  
10:05 AM

William A. Shaw  
Prothonotary/Clerk of Court

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by Certified Mail to the Defendant and by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO P.A.R.C.P. 3129 and SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on October 20, 2006.

The U.S. Postal Forms 3800, 3811 and 3817 certifying this mailing is attached hereto and incorporated herein:

**CERTIFIED MAIL  
& First Class Mail**  
John B. Wilson  
206 ½ Turnpike Ave.  
Clearfield, PA 16830

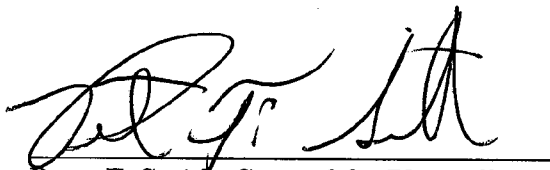
**CERTIFIED MAIL  
First Class Mail**  
Sandra L. Scott a/k/a  
Sandra Lou Scott  
206 ½ Turnpike Ave.  
Clearfield, PA 16830

County National Bank  
Attn: Collections Dept.  
P.O. Box 42  
Clearfield, PA 16830

Commonwealth of PA  
Bureau of Compliance/Dept of Rev.  
Dept 280948  
Harrisburg, PA 17128

Pike Twp Municipal Authority  
P.O. Box 27  
Curwensville, PA 16833

Date: 10/20/06



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

SWORN AND SUBSCRIBED  
before me this 20th day of October, 2006

*Holly A. Bressler*  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield, Co., PA  
My Commission Expires Sept. 12, 2010



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

JOHN B. WILSON  
206 1/2 TURNPIKE AVE  
CLEARFIELD, PA 16830

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X**☐ Agent  
☐ Addressee**B. Received by (Printed Name)**

Sandra L. Scott

**C. Date of Delivery**

10-21-02

**D. Is delivery address different from item 1? ☐ Yes**If YES, enter delivery address below: ☐ No**3. Service Type**

- |   |   |
|---|---|
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                   |
| <input type="checkbox"/> Registered     | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail   | <input type="checkbox"/> C.O.D.                         |

**4. Restricted Delivery? (Extra Fee)**☐ Yes**2. Article Number**

(Transfer from service label)

7006 0100 0003 4232 9045



UNITED STATES POSTAL SERVICE



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

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

Peter F. Smith, Attorney  
30 S. 2nd St.  
P.O. Box 130  
Clearfield, PA 16830

cnb



7006 0100 0003 4232 9045

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
CLEARFIELD, PA 16830	
OFFICIAL USE	
Postage	\$ 0.39
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.64

Postmark Here

OCT 20 2006

16830 PA

Sent To	
JOHN B. WILSON	
Street, Apt. No., or PO Box No. 206 1/2 TURNPIKE AVE	
City, State, ZIP+4 CLEARFIELD, PA 16830	

PS Form 3800 June 2002 See Reverse for Instructions



**Certified Mail Provides:**

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

**Important Reminders:**

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

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

PS Form 3800, June 2002 (Reverse)



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Sandra L. Scott  
Sandra Lou Scott  
206 1/2 Turnpike Ave  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X**☐ Agent  
☐ Addressee**B. Received by (Printed Name)**

Sandra L. Scott

**C. Date of Delivery**

10-21-02

- D. Is delivery address different from item 1?** ☐ Yes  
If YES, enter delivery address below: ☐ No

**3. Service Type**

- ☐ Certified Mail    ☐ Express Mail  
☐ Registered    ☐ Return Receipt for Merchandise  
☐ Insured Mail    ☐ C.O.D.

- 4. Restricted Delivery? (Extra Fee)** ☐ Yes

**2. Article Number**

(Transfer from service label)

7006 0100 0003 4232 9052



UNITED STATES POSTAL SERVICE



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

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

Peter F. Smith, Attorney  
30 S. 2nd St.  
P.O. Box 130  
Clearfield, PA 16830

cnb



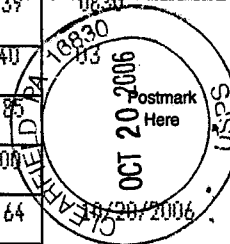
7006 0100 0003 4232 9052

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

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

**OFFICIAL USE**

Postage	\$	\$0.39	0630
Certified Fee		\$2.40	16830
Return Receipt Fee (Endorsement Required)		\$1.85	13
Restricted Delivery Fee (Endorsement Required)		\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$</b>	<b>\$4.64</b>	



**Sent To**  
 Sandra L. Scott a/k/a Sandra Lou Scott  
**Street, Apt. No.,  
 or PO Box No.** 206 1/2 Turnpike Ave  
**City, State, ZIP+4** Clearfield, PA 16830



**Certified Mail Provides:**

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

PS Form 3800, June 2002 (Reverse)

**Important Reminders:**

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

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



CNB vs. Wilson/Scott  
Clearfield Co. Docket No. 2006-1757-CD  
Attachment to Certificate of Service



U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Peter F. Smith, Attorn
	P.O. Box 130
	Clearfield, PA 16830
One piece of ordinary mail addressed to:	
	Pike Twp. Municipal Authority
	P.O. Box 27
	Curwensville, PA 16833

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
NOV 20 06  
AMOUNT  
**\$0.95**  
00058283-02



UUUU



U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
PETER F. SMITH, ATTORNEY	
P.O. BOX 130	
CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to:	
COMMONWEALTH OF PA	
BUREAU OF COMPLAINEE DEPT OF REV.	
DEPT. 280948	
HARRISBURG, PA 17128	

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
NOT 20.06  
AMOUNT  
**\$0.95**  
00053283-03



UUUU



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	Peter F. Smith, Attorn		
	P.O. Box 130		
	Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
County National Bank			
ATTN: Collections Dept.			
P.O. Box 42			
Clearfield, PA 16830			

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
OCT 20, 06  
AMOUNT  
\$0.95  
00068283-03



0000



U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Peter F. Smith, Attorney
	P.O. Box 130
	Clearfield, PA 16830
One piece of ordinary mail addressed to:	
Sandra L. Scott a/k/a Sandra Lou Scott	
206 1/2 Turnpike Ave	
Clearfield, PA 16830	

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
NOV 21, 06  
AMOUNT  
**\$0.95**  
90069293-03



UUUU



U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Peter F. Smith, Attorney
	P.O. Box 130
	Clearfield, PA 16830
One piece of ordinary mail addressed to:	
	John B. Wilson
	206 1/2 Turnpike Ave
	Clearfield, PA 16830

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
OCT 20, 06  
AMOUNT  
**\$0.95**  
00058283-02



UNITED STATES  
POSTAL SERVICE

0000



CNB vs. Wilson/Scott  
Clearfield Co. Docket No. 2006-1757-CD  
Attachment to Certificate of Service



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20451  
NO: 05-1757-CD

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: JOHN B. WILSON AND SANDRA L. SCOTT A/K/A SANDRA LOU SCOTT

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/15/2006

LEVY TAKEN 10/16/2006 @ 10:41 AM

POSTED 10/16/2006 @ 2:12 PM

SALE HELD 12/01/2006

SOLD TO COUNTY NATIONAL BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 01/04/2007

DATE DEED FILED 01/04/2007

PROPERTY ADDRESS 88 PRY AVENUE A/K/A SECOND AVENUE (GLEN RICHEY) CLEARFIELD , PA 16830

FILED  
01/10/52301  
JAN 04 2007  
(5M)

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

10/24/2006 @ 10:41 AM SERVED JOHN B. WILSON

SERVED JOHN B. WILSON, DEFENDANT, AT HIS RESIDENCE 206 1/2 TURNPIKE AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SANDRA SCOTT, GIRLFRIEND/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

10/24/2006 @ 10:41 AM SERVED SANDRA L. SCOTT A/K/A SANDRA LOU SCOTT

SERVED SANDRA L. SCOTT A/K/A SANDRA LOU SCOTT, DEFENDANT, AT HER RESIDENCE 206 1/2 TURNPIKE AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SANDRA L. SCOTT A/K/A SANDRA LOU SCOTT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20451  
NO: 05-1757-CD

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: JOHN B. WILSON AND SANDRA L. SCOTT A/K/A SANDRA LOU SCOTT

Execution REAL ESTATE

SHERIFF RETURN

---


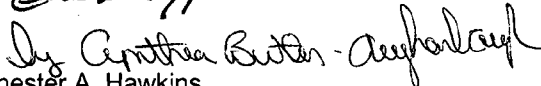
SHERIFF HAWKINS \$219.91

SURCHARGE \$40.00 PAID BY PLAINTIFF

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

  
By   
Chester A. Hawkins  
Sheriff



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

No. 2005-1757-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.

No. 2005-1757-CD

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendants above:

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

2. The parcel of real estate subject to this action consists of a two-story house on a 55' x 145' lot, known as Second Avenue, Glen Richey, Clearfield, Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 123-J10-477- 8 & 9 and is more particularly described as follows:

ALL those certain lots, pieces or parcels of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: All that certain lot or parcel of ground situate in the Village of Glen Richey, Lawrence Township, Clearfield County, Pennsylvania, Bounded and described as follows:

BEING known and numbered as Lot No. 25 in the plan of lots of Glen Richey laid out by Peale, Peacock & Kerr, Inc., which said plan of lots was made a part of a certain deed executed by Peale, Peacock & Kerr, Inc. to Howard A. McGarvey dated July 1946 in Deed Book 377, Page 244. This property is conveyed subject to all reservations contained in the chain of title to the Grantor herein.

BEING the same premises which were granted to John B. Wilson and Sandra Lou Scott by deed dated July 29, 1999 and recorded at Clearfield County Instrument Number 199912679.



THE SECOND THEREOF: All that certain piece, parcel or tract of land, together with the improvements thereon, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post which is the Northeasterly corner of the premises herein described and as the dividing line between the premises herein described and land of Peale, Peacock & Kerr, and being the Northeasterly corner of premises outline in red on the map hereto attached; thence South Twenty-three (23) degrees twenty-eight (28) minutes east, one hundred fifty-five (155) feet to a post on a street; thence South seventy-nine (79) degrees thirty-one (31) minutes West, fifty-five (55) feet to a post; thence North twenty-four (24) degrees five (5) minutes West, one hundred thirty-eight (138) feet to a post; thence North sixty-two (62) degrees eleven (11) minutes East, fifty-five (55) foot to a post and place of beginning. Contained 0.183 acres.

This conveyance is made under and subject to all of the conditions, exceptions and reservations as contained in the deed from Peale, Peacock & Kerr, Incorporated to W. O. Batcheler, dated the 15th day of July 1915, and recorded in deed Book 237, Page 582.

BEING the same premises which were granted to John B. Wilson and Sandra Lou Scott by deed dated July 29, 1999 and recorded at Clearfield County Instrument Number 199912679.

3. Amounts due:

a)	Balance	\$35,715.46
b)	Late Charge	\$ 200.88
c)	Interest Due to 10/21/05	\$ 1,166.33
d)	Interest accruing after 10/21/05 at \$6.8206608 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Satisfaction Fee	\$ 30.50
h)	Escrow balance due	\$ 489.79
i)	Unapplied balance	\$ -(450.42)

PRELIMINARY TOTAL \$37,152.54

Date: Prothonotary's costs \$ 132.00

FINAL TOTAL \$ \_\_\_\_\_



4. If Social Security or Supplemental Security Income funds are directly deposited into an account of the Defendant, the levy and attachment shall not include any funds that may be traced to such direct deposits. In addition, the levy and attachment shall not include \$300.00 in the amount of Defendant.

\_\_\_\_\_  
Prothonotary

By: William L. Lister BSA 9/15/06  
Deputy

Received September 15, 2006 @ 3:00 PM  
Chester A. Hawkins  
by Cynthia Butler-Ayhenbough



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2005-1757-CD

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

\_\_\_\_ (i) Set aside in kind (specify property to be set aside in kind):

\_\_\_\_ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

- (2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: \_\_\_\_ in cash \_\_\_\_ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_.



(c) Other (specify amount and basis of exemption):

---

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

---

Address

---

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
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, schoolbooks, 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 JOHN B. WILSON

NO. 05-1757-CD

NOW, January 04, 2007, 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 December 01, 2006, I exposed the within described real estate of John B. Wilson And Sandra L. Scott A/K/A Sandra Lou Scott to public venue or outcry at which time and place I sold the same to COUNTY NATIONAL BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	6.23
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	6.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                    \$219.91**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$31.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	35,715.46
INTEREST @ 6.8200 %	279.62
FROM 10/21/2006 TO 12/01/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	200.88
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	30.50
ESCROW DEFICIENCY	489.79
PROPERTY INSPECTIONS	
INTEREST	1,166.33
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST                    \$37,922.58**

**COSTS:**

ADVERTISING	518.02
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	219.91
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	93.95

**TOTAL COSTS                                        \$1,355.88**

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff



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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

JOHN B. WILSON and  
SANDRA L. SCOTT a/k/a  
SANDRA LOU SCOTT,  
Defendants

No. 2005- 1757-CD

Type of Case:  
**FORECLOSURE**

Type of Pleading:  
**PRAECIPE TO SATISFY  
JUDGMENT**

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** No cc. 1 Cert  
0/11:20 am of Sat issued  
MAR 30 2007 to Atty Smith  
(LM)

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

County National Bank

No.: 2005-01757-CD

Vs.

Debt: \$37,152.54

Atty's Comm.:

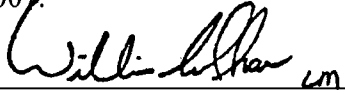
John B. Wilson  
Sandra L. Scott a/k/a  
Sandra Lou Scott

Interest From:

Cost: \$7.00

NOW, Friday, March 30, 2007 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 30th day of March, A.D. 2007.

  
Prothonotary