

06-857-CD
County Nat'l Bank vs John Davis et al

County National et al vs John Davis et al
2006-857-CD

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

COUNTY NATIONAL BANK,
Plaintiff
vs.
JOHN M. DAVIS and
LAURIE L. DAVIS,
Defendants
: No. 2006- 857-CD
:
:
Type of Case:
FORECLOSURE
:
:
Type of Pleading:
COMPLAINT
:
:
:
File on Behalf of:
PLAINTIFF

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court ID #34291
P.O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

FILED *Plff pd .85.00*
of 10:30 a.m.
MAY 30 2006 *acc Shff*
UR *ICC Atty Smith*
William A. Shaw
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2006-
	:	
vs.	:	
	:	
JOHN M. DAVIS and	:	
LAURIE L. DAVIS,	:	
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.**

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

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
Market and Second Streets
Clearfield, PA 16830
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-
:
VS. :
:
JOHN M. DAVIS and :
LAURIE L. DAVIS, :
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 Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with principal offices at One South Second Street, Clearfield, PA 16830 (hereinafter "CNB").
2. The name of the first Defendant is **JOHN M. DAVIS**, whose last known address is 314 S. Fourth Street, Clearfield, Clearfield County, Pennsylvania 16830.
3. The name of the second Defendant is **LAURIE L. DAVIS**, whose last known address is 110 Linda Road, New Smyrna Beach, Florida 32168.
4. The parcel of real estate subject to this action has an address of 601 Nichols Street, Clearfield, PA 16830 and is also identified as Clearfield County Tax Map Number 4.3-K8-206-62. It consists of a 45' x 120' lot a two-story frame house and is more particularly described as follows:

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Nichols and West Fifth Streets (formerly Schryver Street); thence North along said West Fifth Street (formerly Schryver Street) one hundred

fifty (150) feet to an alley; thence West along the line of said alley forty-five (45) feet to the line of Lot No. 20; thence South along the line of the same one hundred fifty (150) feet; thence East forty-five (45) feet to the place of beginning and being known as Lot No. 19 in the plan of Schryver's Addition to the Borough of Clearfield.

BEING the same premises conveyed to John M. Davis and Laurie L. Davis by deed dated April 11, 1991 and recorded in Clearfield County Record Volume 1394 Page 445.

5. Laurie L. Davis subsequently conveyed her interest in the subject premises to the first Defendant John M. Davis by deed dated January 3, 2006 and recorded January 4, 2006 at Clearfield County Instrument Number 200600113. Mrs. Davis is named as a Defendant because she has not been released from the mortgage and bond upon which this suit is instituted.

6. Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated May 11, 2001, for a principal debt of \$82,000.00, together with interest. Said mortgage was recorded at Clearfield County Instrument Number 200107154. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

7. The second parcel encumbered by this mortgage was released by instrument dated May 11, 2001 and recorded at Clearfield County Instrument Number 200218753.

8. Defendants also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$82,000.00 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.

9. On November 14, 2002, the Defendants executed a Mortgage Amendment Agreement to County National Bank. This amendment reduced the original principal amount stated in their mortgage and note referenced above to \$52,650.22. A true and correct copy of said Mortgage Amendment Agreement is attached hereto and incorporated herein by reference as

Exhibit C.

10. The Defendants executed a Bi-Weekly Payment Rider on November 27, 2002. This rider authorized County National Bank to automatically deduct one-half of the Defendants' mortgage payments from their checking account on a bi-weekly basis. A true and correct copy of said Bi-Weekly Rider is attached hereto and incorporated herein as Exhibit D.

11. Plaintiff has not assigned this mortgage or note.

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

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

14. On or about December 30, 2005, Defendants failed to make a payment of \$685.23, and at no time since then have all monthly payments been made which constitutes a default.

15. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$3,194.81 as of May 17, 2006.

16. 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.

17. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of May 17, 2006, are as follows:

a)	Balance	\$44,933.79
b)	Interest Due to 05/17/06	\$ 1,670.17
c)	Interest accruing after 5/17/06 at \$9.9852867 per day (to be added)	\$ _____
d)	Late charges	\$ 183.76
e)	Satisfaction Fee	\$ 30.50
f)	Escrow balance due	\$ 417.79
g)	Costs of Suit (to be added)	\$ _____
h)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
i)	LESS: Unapplied balance	\$ 415.10

PRELIMINARY TOTAL	\$46,820.91
Prothonotary Costs	\$_____
FINAL TOTAL	\$

18. The Defendants have abandoned the property subject to this action. 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.

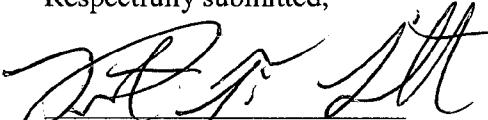
19. On March 27, 2006, Plaintiff sent to Defendants by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at their last known addresses advising them of their default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit E.

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

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

WHEREFORE, Plaintiff demands judgment in its favor as specified in paragraph 17 above, authority to foreclose its mortgage against the real estate and such other relief as the court deems just.

Respectfully submitted,



Peter F. Smith
Attorney for Plaintiff

Date: May 26, 2006

AFFIDAVIT

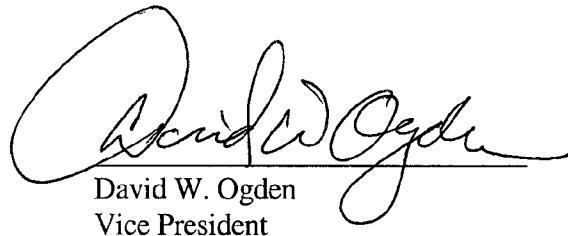
STATE OF PENNSYLVANIA

: SS

COUNTY OF CLEARFIELD

:

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

SWORN TO AND SUBSCRIBED

before me this 25th
day of May, 2006.

Patricia A. London
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

PATRICIA A. LONDON, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD COUNTY
MY COMMISSION EXPIRES JULY 12, 2008

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
200107154
RECORDED ON
May 16, 2001
8:52:22 AM

After Recording Return To:

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 11, 2001, together with all Riders to this document.

(B) "Borrower" is JOHN M. DAVIS and LAURIE L. DAVIS, Husband and Wife. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. Lender is a Pennsylvania Corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Lender's address is Corner of Second and Markets Streets, P.O. Box 42, Clearfield, Pennsylvania 16830. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 11, 2001. The Note states that Borrower owes Lender EIGHTY-TWO THOUSAND AND NO/100----- Dollars (U.S. \$ 82,000.00-----) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 16, 2016.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" mean those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus (2) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) 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 the

Borough of Clearfield of Clearfield County

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

(SEE ATTACHED DESCRIPTIONS)

601 Nichols Street
1104 Daisy Street

which currently has the address of

Clearfield
Clearfield

16830 [Street]

Pennsylvania 16830

("Property Address")

[City]

[Zip Code]

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

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

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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (1) interest due under the Note; (2) principal due under the Note; (3) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (2) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (1) a one-time charge for flood zone determination, certification and tracking services or (2) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (1) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (2) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. 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.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (1) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (2) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (3) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority over this Security Instrument, (2) appearing in court, and (3) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured

position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination, or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrowers obligation to pay interest at the rate provided in the Note.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 exceed 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security instrument: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

17. Borrowers Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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 given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (i) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (iii) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for the purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (1) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (2) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (4) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates an Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) 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; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. 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 Section 18 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 Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. 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. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. 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.

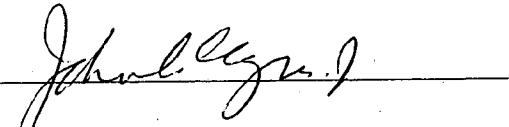
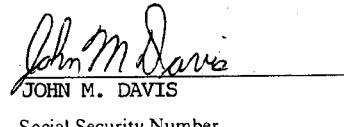
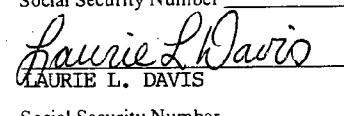
25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. 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.

27. 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.

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 M. DAVIS (Seal) - Borrower
Social Security Number _____
LAURIE L. DAVIS (Seal) - Borrower
Social Security Number _____

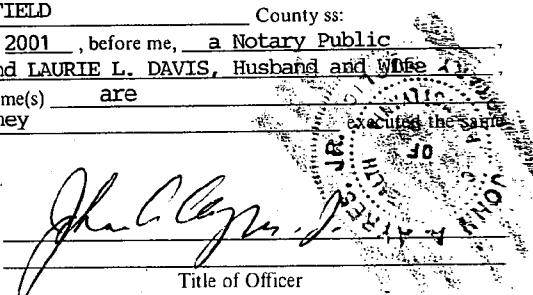
[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:
On this, the 11th day of May, 2001, before me, a Notary Public,
the undersigned officer, personally appeared JOHN M. DAVIS and LAURIE L. DAVIS, Husband and wife,
known to me (or satisfactorily proven) to be the person(s) whose name(s) are John M. Davis and Laurie L. Davis,
subscribed to the within instrument and acknowledged that they have read the instrument and executed the same
for the purposes herein contained.

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

My commission expires:

Notarial Seal
John A. Ayres Jr., Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 30, 2003


Title of Officer
P.O. Box 42, Clearfield, Pennsylvania 16830
Title of Officer

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

NOTE

May 11, 2001 Clearfield Pennsylvania
[Date] [City] [State]
601 Nichols St., Clearfield, PA 16830 AND 1104 Daisy Street, Clearfield, PA 16830
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 82,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
COUNTY NATIONAL BANK, Clearfield, Pennsylvania

I will make all payments under this Note in the form of cash, check or money order.

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 9.0 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 16th day of each month beginning on June 16, 2001

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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on May 16, 2016, 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 Clearfield, Pennsylvania

..... or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 831.70

4. 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 not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

I may make a full prepayment or partial prepayments without paying a prepayment charge. The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my prepayment to the accrued and unpaid interest on the prepayment amount, before applying my prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is 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 prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 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 5 % 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 mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a 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.

7. 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 delivering it or 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.

8. 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.

9. 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.

10. 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 which 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:

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

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 given in accordance with Section 15 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.

John M. Davis (Seal)
JOHN M. DAVIS (Seal)
-Borrower
Laurie L. Davis (Seal)
LAURIE L. DAVIS (Seal)
-Borrower
..... (Seal)
-Borrower

[Sign Original Only]

MORTGAGE AMENDMENT AGREEMENT

Loan is held in the name(s) **John M. Davis and Laurie L. Davis** (hereinafter known as "**Mortgagor**")
Residing at: **601 Nichols St., Clearfield, Pa 16830**

and **COUNTY NATIONAL BANK**, a national banking institution, with principal place of business at 1 South Second Street, PO Box 42, Clearfield, PA 16830 (hereinafter "CNB")

Property Location: 601 Nichols St., Clearfield, Pa.

Recorded in Clearfield Co., Clearfield Borough

In Mortgage/Record Volume Page **Instrument # 200107154**

Dated 05/11/2001

Original Amount \$ 82,000.00

Date Recorded 05/16/2001

WHEREAS, the parties entered the mortgage identified above, together with a bond (hereinafter "bond and mortgage"), both of which are referred to and incorporated herein by reference as though set forth in full; and **WHEREAS**, the parties desire to amend those instruments.

NOW WITNESSETH:

The Parties, for themselves, their heirs, successors and assigns, intending to be legally bound hereby, in consideration of their on-going banking relationship and their mutual promises, agree to the following terms and conditions:

The parties agree to insert blank lines in any of the following terms which are not applicable to this particular transaction.

The original principal stated in the Bond and Mortgage shall be reduced from \$76,371.13 to \$52,650.22.

The interest rate imposed in the original Bond and Mortgage of 8.75 percent shall be reduced to 7.75 percent per annum effective 11/27/02.

The reduction of principal and/or lower interest rate shall reduce the monthly payments due from the **MORTGAGOR** to **CNB** to \$582.42 per month.

MORTGAGOR shall commence making the reduced monthly payments of \$582.42 on 12/11/02 and shall continue to make said reduced monthly payments every month thereafter until the mortgage and bond are repaid according to their other terms and conditions.

As a result of the foregoing changes in the terms of the Bond and Mortgage, the due date upon which final payment due from MORTGAGOR to CME under these agreements shall be accelerated from the original date of n/a, to a new due date of n/a.

The parties otherwise ratify and reaffirm all other terms, conditions, stipulations, prohibitions, rights and remedies contained in the Parties' 125th Agreement, which shall remain in full force and effect.

The parties have executed this Mortgage Amendment Agreement in two counterparts, and **MORTGAGOR** acknowledges receipt of

Made this 14th day of November, 2002.

Made this 14th day of November, 2002.

COUNTY NATIONAL BANK

MORTGAGOR

04-02-01

EXHIBIT C

BIWEEKLY PAYMENT RIDER

THIS BIWEEKLY PAYMENT RIDER is made this 27th day of November, 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the "Security Instrument") dated 05/11/2002 given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to County National Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at 601 Nichols St., Clearfield, PA.

(Property Address)

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

1. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on 11/21/02 I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at any County National Bank Office or at a different place if required by the Lender.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U. S. \$ 582.42

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Lender, or with a different entity specified by the Lender. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Lender, or an entity acting for the Lender, may deduct the amount of my biweekly payment from the account to pay the Lender for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

2. TERM

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on

If, on 11/21/02 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date". If this mortgage is an ARM, the balance at each change date will be amortized for the term of the loan. Therefore, using this bi-weekly payment schedule will possibly reduce your payment amount over the years, but it will not pay-off your mortgage early.

3. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Lender has not received the full amount of any biweekly or monthly payments by the end of (15) calendar days after the date it is due, I will pay a late charge to the Lender. The amount of the charge will be (5%) 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 biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 1(C) above.

(C) Termination of Biweekly Payments

If I am in default for three consecutive biweekly payments, the Lender may terminate my right to make biweekly payments under this Lender. If the Lender terminates my biweekly payments, I will instead pay all amounts owed under this Lender by making one payment each month on the first day of the month. The Lender will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Lender in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

4. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

(A) Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

(1) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(B) If Lender terminated Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Sections 4 shall then cease to be in effect and all terms and conditions of the Security Instrument will resume.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

X
Borrower

A
Borrower

March 27, 2006

CERTIFIED MAIL:
7160 3901 9842 7187 0832
7160 3901 9842 7187 0849

First Class Mail

JOHN M DAVIS
314 S 4TH ST
CLEARFIELD PA 16830

LAURIE L DAVIS
110 LINDA RD
NEW SMYRNA BEACH FL 32168-1712

Re: County National Bank
Delinquent Mortgage Account #1284602-8
#1285292-5

Dear Mr. and Mrs. Davis:

The Mortgage (1284602-8), executed on May 16, 2001, in favor of County National Bank for \$82,000.00, is in default. This Mortgage is recorded in Clearfield County Instrument Number 200107154, on May 16, 2001. This mortgage encumbers and places a lien upon your property known as 601 Nichols St, Clearfield, Clearfield County, Pennsylvania. 16830.

You have failed to make the full monthly payments, since December 30, 2005, and are in default. The total amount of default is \$2,441.06, which includes \$115.24 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 \$2,441.06; or,
2. Second, you can pay this mortgage off entirely by tendering \$45,865.30, which includes a balance of \$44,933.79; accrued interest through 03/30/2006 of \$1,200.87; late charges of \$115.24; and loan satisfaction fee of \$30.50; less unapplied balance of \$415.10.

Interest will accrue at the rate of 9.9852867 a day from March 30, 2006.

John M. and Laurie L. Davis
March 27, 2006
Page 2 of 3

The second Mortgage (1285292-5), executed on October 7, 2004, in favor of County National Bank for \$27,466.66, is in default. This Mortgage is recorded in Clearfield County, Instrument Number 200416618, on October 12, 2004. This mortgage encumbers and places a lien upon your property known as 601 Nichols St, Clearfield, Clearfield, Pennsylvania. 16830; along with your 1994 freightliner Truck.

You have failed to make the full monthly payments, since September 7, 2005, and are in default. The total amount of default is \$2,308.66, which includes \$53.61 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 \$2,308.66; or,
2. Second, you can pay this mortgage off entirely by tendering \$28,981.85, which includes a balance of \$27,728.86; accrued interest through 03/30/2006 of \$614.30; late charges of \$53.61; and other fees of \$585.08.

Interest will accrue at the rate of 7.3173381 a day from March 30, 2006.

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. \$74,847.15, 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, June 30, 2006.**

John M. and Laurie L. Davis
March 27, 2006
Page 3 of 3

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.

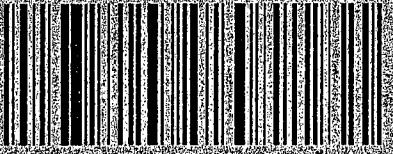
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against CNB.

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.

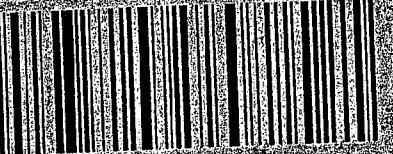
If you fail to cure your default within thirty (30) days, which is on or before April 30, 2006, the bank will confess judgment against you and institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,

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

2. Article Number:		COMPLETE THIS SECTION ON DELIVERY		
 7160 3901 5642 7157 0849		A. Received by (Please Print Clearly) <i>John Davis</i> B. Date of Delivery <i>1/15/03</i> C. Signature <i>John Davis</i> D. Is delivery address different from item 1? <input checked="" type="checkbox"/> If YES, enter delivery address below.		
3. Service type: CERTIFIED MAIL				
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes				
1. Article Addressed to:				
LAURIE L. DAVIS 410 LINDA RD WILMINGTON, DE 19804-1712				

PS Form 3811, January 2003 Domestic Return Receipt

2. Article Number:		COMPLETE THIS SECTION ON DELIVERY		
 7160 3901 5642 7157 0849		A. Received by (Please Print Clearly) <i>John Davis</i> B. Date of Delivery <i>1/15/03</i> C. Signature <i>John Davis</i> D. Is delivery address different from item 1? <input checked="" type="checkbox"/> If YES, enter delivery address below.		
3. Service type: CERTIFIED MAIL				
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes				
1. Article Addressed to:				
JOHN M. DAVIS 316 S 4TH ST CLEARFIELD, PA 16830				

PS Form 3811, January 2003 Domestic Return Receipt

UNITED STATES POSTAL SERVICE

DAYTONA BEACH

FL 32111

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

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

ATTN: P. London
COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD PA 16830-0042

UNITED STATES POSTAL SERVICE

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

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

ATTN: P. London
COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD PA 16830-0042

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101591
NO: 06-857-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK
vs.
DEFENDANT: JOHN M. DAVIS and LAURIE L. DAVIS

SHERIFF RETURN

NOW, June 07, 2006 AT 9:34 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN M. DAVIS DEFENDANT AT 314 SOUTH FOURTH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JN M. DAVIS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
9/10/42 LM
JUN 16 2006 

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101591
NO: 06-857-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK
vs.
DEFENDANT: JOHN M. DAVIS and LAURIE L. DAVIS

SHERIFF RETURN

NOW, June 03, 2006 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURIE L. DAVIS DEFENDANT AT 110 LINDA ROAD, NEW SMYRNA BEACH, FL, 32168 BY CERTIFIED MAIL # 7005 0390 0003 7235 2206. THE RETURN RECEIPT IS HERETO ATTACHED ENDORSED BY M. DAVIS.

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CNB	332210	20.00
SHERIFF HAWKINS	CNB	332210	31.84

Sworn to Before Me This

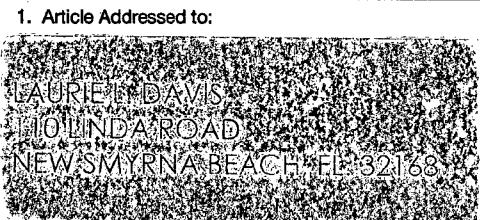
____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

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:****COMPLETE THIS SECTION ON DELIVERY****A. Signature**

Agent

Addressee

B. Received by (Printed Name)**C. Date of Delivery**

12/30/04

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)*

7005 0390 0003 7235 2206

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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 •



101591

6630/2438

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

COUNTY NATIONAL BANK, : No. 2006-857-CD
Plaintiff :
: Type of Case:
: **FORECLOSURE**
vs. :
: Type of Pleading:
JOHN M. DAVIS and : **MOTION TO AMEND COMPLAINT**
LAURIE L. DAVIS, :
Defendants :
: Filed on Behalf of:
: **PLAINTIFF**

: Attorney for this party:
Peter F. Smith, Esquire
: Supreme Court ID #34291
: P.O. Box 130
: 30 South Second Street
: Clearfield, PA 16830
: (814) 765-5595

FILED 3cc Atty Peter F. Smith
O/3:15pm
JUL 25 2006

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,
Plaintiff : No. 2006-857-CD

vs.

JOHN M. DAVIS and
LAURIE L. DAVIS,
Defendants

FILED 3CC
014:00201 Atty Smith
JUL 28 2006 (G)

William A. Shaw
Prothonotary/Clerk of Courts

RULE: ANSWER ONLY

AND NOW, this 27th day of July, 2006, upon consideration of the foregoing Motion to Amend Complaint, it is hereby ordered that:

1. A Rule is issued upon the Defendants JOHN M. DAVIS and LAURIE L. DAVIS to show cause why the Plaintiff is not entitled to the relief requested;
2. The Defendants shall file an answer to the Motion within twenty (20) days of service upon the Defendants;
3. The Motion shall be decided under Pa.R.C.P No. 206.7;
4. Notice of the entry of this Order shall be provided to all parties by the Plaintiffs.

NOTICE

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING MOTION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE MOTION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PLAINTIFFS. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR 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.

COURT ADMINISTRATOR
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

By the Court:

Paul E. Cheary
Judge

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD
vs. :
JOHN M. DAVIS and :
LAURIE L. DAVIS, :
Defendants :
: :
: :
: :
: :

ORDER

AND NOW this _____ day of _____, 2006, upon consideration of Plaintiff's Motion to Amend the Complaint, certified copies of the Motion and completed Rule Returnable having been served on the Defendants and more than twenty (20) days having elapsed, it is,

ORDERED, ADJUDGED and DECREED, that Plaintiff may amend paragraph 4 of the complaint to replace the original introductory paragraph describing the property with the following:

The parcel of real estate subject to this action has an assessed address of 601 Nichols Street, Clearfield, PA 16830 and also identified by Clearfield County Tax Map Number 4.3-K8-206-62. It consists of a 45' x 120' lot with a two-story frame house, two other houses, a garage and other improvements constructed thereon. The two other houses are sometimes identified as 402 W. Fifth Street and 404 West Fifth Street. The entire parcel is bounded and described as follows:

By the Court,

Judge

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2006-857-CD
vs.	:	
JOHN M. DAVIS and	:	
LAURIE L. DAVIS,	:	
Defendants	:	
	:	
	:	
	:	
	:	

MOTION TO AMEND COMPLAINT

COMES NOW, COUNTY NATIONAL BANK, by its attorney, Peter F. Smith, who move this Honorable Court to enter an Order permitting the Plaintiff to amend its complaint and in support thereof state:

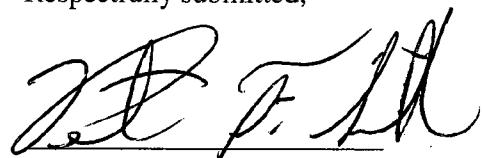
1. This is a mortgage foreclosure action which Plaintiff instituted by complaint filed on May 30, 2006.
2. Certified copies of the complaint were served on Defendant John M. Davis on June 7, 2006 and Defendant Laurie L. Davis by certified mail dated June 3, 2006.
3. Subsequent to filing and serving the complaint, Plaintiff learned that three houses and a garage are actually constructed and located on the real estate subject to this foreclosure action.
4. Paragraph 4 of the complaint states that only a two-story frame house is located on the property. The other two houses are sometimes referred to as 402 West Fifth Street, Clearfield, PA and 404 West Fifth Street, Clearfield, PA. However, Clearfield County assessment records indicate that the address of all three structures is 601 Nichols Street, Clearfield, PA.
5. The description of the premises by tax map number and deed description in the complaint are otherwise correct.

WHEREFORE, Plaintiff moves this Honorable Court to enter an Order permitting it to make appropriate amendments to the description of the real estate subject to this foreclosure action.

Respectfully submitted,

Date:

7/24/06

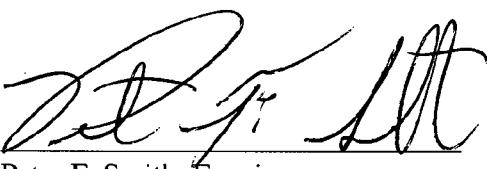


Peter F. Smith, Esquire
Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Motion are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Dated: 7/28/06



Peter F. Smith, Esquire

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

NEW SMYRNA BEACH FL 32168

Postage	\$ 1.50
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.84

05/31/2006

CLEARFIELD
PA 17230
06/02/2006
Postmark
Harrisburg, PA

Sent To
Laurie L Davis
Street, Apt. No.;
or PO Box No.
110 Linda Road
City, State, ZIP+4
New Smyrna Beach FL 32168

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.**

10159

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101779
NO: 06-857-CD
SERVICE # 1 OF 3
MOTION TO AMEND COMPLAINT & RULE

PLAINTIFF: COUNTY NATIONAL BANK
vs.
DEFENDANT: JOHN M. DAVIS and LAURIE L. DAVIS

SHERIFF RETURN

NOW, August 04, 2006 AT 10:45 AM SERVED THE WITHIN MOTION TO AMEND COMPLAINT & RULE ON JOHN M. DAVIS DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN M. DAVIS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL MOTION TO AMEND COMPLAINT & RULE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

FILED
03:30 pm
SEP 21 2006
WS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101779
NO: 06-857-CD
SERVICE # 2 OF 3
MOTION TO AMEND COMPLAINT & RULE

PLAINTIFF: COUNTY NATIONAL BANK
vs.
DEFENDANT: JOHN M. DAVIS and LAURIE L. DAVIS

SHERIFF RETURN

NOW, August 01, 2006 MAILED THE WITHIN MOTION TO AMEND COMPLAINT & RULE TO LAURIE L. DAVIS
DEFENDANT AT 110 LINDA ROAD, NEW SMYRNA BEACH, FL, 32168 BY CERTIFIED MAIL # 7005 0390 003 7235
1605. THE MAILING IS HERETO ATTACHED MARKED LETTER RETURNED "UNCLAIMED".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101779
NO: 06-857-CD
SERVICE # 3 OF 3
MOTION TO AMEND COMPLAINT & RULE

PLAINTIFF: COUNTY NATIONAL BANK
vs.
DEFENDANT: JOHN M. DAVIS and LAURIE L. DAVIS

SHERIFF RETURN

NOW, August 28, 2006, SHERIFF OF VOLUSIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN MOTION TO AMEND COMPLAINT & RULE ON LAURIE L. DAVIS.

NOW, September 05, 2006 AT 6:51 AM SERVED THE WITHIN MOTION TO AMEND COMPLAINT & RULE ON LAURIE L. DAVIS, DEFENDANT. THE RETURN OF VOLUSIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101779
NO: 06-857-CD
SERVICES 3
MOTION TO AMEND COMPLAINT & RULE

PLAINTIFF: COUNTY NATIONAL BANK
vs.
DEFENDANT: JOHN M. DAVIS and LAURIE L. DAVIS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SMITH	9387	20.00
SHERIFF HAWKINS	SMITH	9387	32.00
VOLUSIA CO., FL.	SMITH	9452	20.00

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

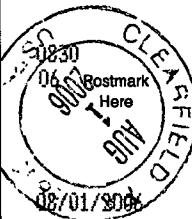
*Chester A. Hawkins
by Marilyn Lamp*
Chester A. Hawkins
Sheriff

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	10.63
Certified Fee		\$2.40
Return Receipt Fee (Endorsement Required)		\$1.85
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	4.88



Sent To Laurie L. Davis
Street, Apt. No.;
or PO Box No. 110 Linda Road
City, State, ZIP+4
New Smyrna Beach FL 32168

PS Form 2800, June 2000

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.

101779

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS; FOLD AT DOTTED LINE

CERTIFIED MAIL™



CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET • SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

Moved, Left

Unable to Deliver

Attempted to Deliver

Forward Address

Unclaimed - No Known

Number

No Such Street

Insufficient Address

At Number



016H16505405

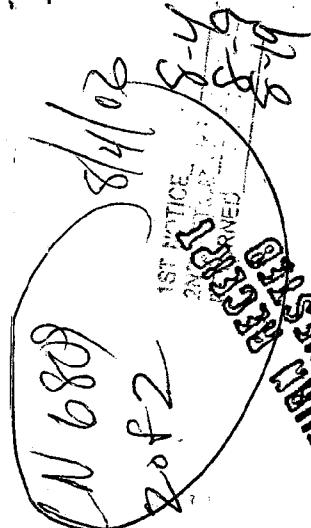
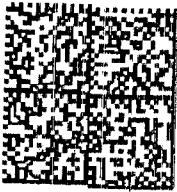
\$ 04.880

08/01/2006

Mailed From 16830

US POSTAGE

Heisler



SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

- 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:

LAURIE L. DAVIS
110 Linda Road
New Smyrna Beach, FL 32163

A. Signature Agent Addressee
B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number **7005 0390 0003 7235 1605**
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



1 Attorney or Depositor: Service Sheet Number: NEMDTN-06035527-001
1 SMITH, PETER F
1 30 S SECOND ST
1 CLEARFIELD, PA 16830

1 Name and Address of Court: # Org Documents 1
1 **

1 Plaintiff: COUNTY NATIONAL BANK

1 Defendant: JOHN M DAVIS & LAURIE L DAVIS
1 TYPE OF SERVICE | Hearing Date | Time | Case Number
1 (MOTION) | 0/00/00 | | 2006-857CD

I, BEN F. JOHNSON, SHERIFF in and for said County and State, do hereby certify that I have received:

MOTION TO AMEND CMPT

on the 31st day of AUGUST, 2006, and that I served the same on the 5th day of SEPTEMBER, 2006, at the hour of 6:51 AM within the County of VOLUSIA, State of FLORIDA, as follows on:

PARTY TO SERVE: DAVIS, LAURIE L

PERSON SERVED: DAVIS, JOHN TITLE: HUSBAND

SUBSTITUTE SERVICE, STANDARD: BY SERVING A TRUE COPY OF THIS WRIT WITH THE DATE AND HOUR OF SERVICE ENDORSED THEREON BY ME TOGETHER WITH A COPY OF THE INITIAL PLEADINGS, IF ANY, TO THE ABOVE NAMED PERSON AT THE DEFENDANT'S USUAL PLACE OF ABODE ON ANY PERSON RESIDING THEREIN FIFTEEN YEARS OF AGE OR OLDER IN ACCORDANCE WITH THE PROVISIONS OF F.S. 48.031(1) AND INFORMING SUCH PERSON OF THEIR CONTENTS.

1 Address Served: 110 LINDA RD
1 NEW SMYRNA BEACH, FL
1
1 Service By BROWN, RICHARD 4165 Deputy

SHERIFF'S FEES Charges ** PAID IN FULL
SERVICE FEE 20.00

** TOTALS ** 20.00 I am a FLORIDA SHERIFF,
and I certify that the foregoing
is true and correct.

VOLUSTA COUNTY SHERIFF'S DEPARTMENT
P O BOX 2658
DAYTONA BEACH, FL 32115

BEN F. JOHNSON, SHERIFF
COUNTY OF VOLUSIA
STATE OF FLORIDA

DATE: 9/05/06
ENT PER: GAIL_G

BY BROWN, RICHARD 4165


Deputy

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

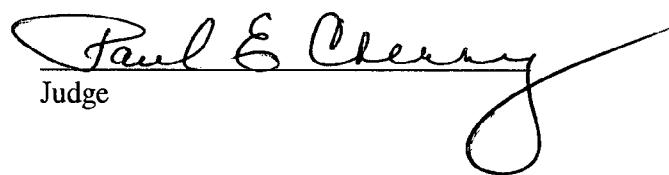
COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD
vs. :
JOHN M. DAVIS and :
LAURIE L. DAVIS, :
Defendants :
: :
: :
: :
: :

ORDER

AND NOW this 21st day of September, 2006, upon consideration of Plaintiff's Motion to Amend the Complaint, certified copies of the Motion having been served on the Defendants, and the Defendants neither answered the Motion nor appeared, it is,

ORDERED, ADJUDGED and DECREED, that Plaintiff is permitted to amend the complaint in this action as requested in its Motion.

By the Court,


Paul E. Cleary
Judge

FILED

GR SEP 21 2006
0/2/2006
William A. Shaw
Prothonotary/Clerk of Courts
3 CERT TO ATTY

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN M. DAVIS and
LAURIE L. DAVIS,
Defendants

: No. 2006-857-CD

: Type of Case:
FORECLOSURE

: Type of Pleading:
AMENDED COMPLAINT

: Filed on Behalf of:
PLAINTIFF

: Attorney for this party:
Peter F. Smith, Esquire
Supreme Court ID #34291
P.O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

FILED *scc Atty Smith*
0/10/10 cm
SEP 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2006-857-CD
	:	
vs.	:	
	:	
JOHN M. DAVIS and	:	
LAURIE L. DAVIS,	:	
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.**

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

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
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2006-857-CD
	:	
vs.	:	
	:	
JOHN M. DAVIS and	:	
LAURIE L. DAVIS,	:	
Defendants	:	
	:	
	:	

AMENDED 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 Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with principal offices at One South Second Street, Clearfield, PA 16830 (hereinafter "CNB").
2. The name of the first Defendant is **JOHN M. DAVIS**, whose last known address is 314 S. Fourth Street, Clearfield, Clearfield County, Pennsylvania 16830.
3. The name of the second Defendant is **LAURIE L. DAVIS**, whose last known address is 110 Linda Road, New Smyrna Beach, Florida 32168.
4. The parcel of real estate subject to this action has an assessed address of 601 Nichols Street, Clearfield, PA 16830 and is also identified as Clearfield County Tax Map Number 4.3-K8-206-62. It consists of a 45' x 120' lot with a two-story frame house, one other house, a garage with apartment above it and other improvements constructed thereon. The other house and garage/apartment are sometimes identified as 402 W. Fifth Street and 404 W. Fifth Street. The entire parcel is bounded and described as follows:

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Nichols and West Fifth Streets (formerly Schryver Street); thence North along said West Fifth Street (formerly Schryver Street) one hundred fifty (150) feet to an alley; thence West along the line of said alley forty-five (45) feet to the line of Lot No. 20; thence South along the line of the same one hundred fifty (150) feet; thence East forty-five (45) feet to the place of beginning and being known as Lot No. 19 in the plan of Schryver's Addition to the Borough of Clearfield.

BEING the same premises conveyed to John M. Davis and Laurie L. Davis by deed dated April 11, 1991 and recorded in Clearfield County Record Volume 1394 Page 445.

5. Laurie L. Davis subsequently conveyed her interest in the subject premises to the first Defendant John M. Davis by deed dated January 3, 2006 and recorded January 4, 2006 at Clearfield County Instrument Number 200600113. Mrs. Davis is named as a Defendant because she has not been released from the mortgage and bond upon which this suit is instituted.

6. Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated May 11, 2001, for a principal debt of \$82,000.00, together with interest. Said mortgage was recorded at Clearfield County Instrument Number 200107154. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

7. The second parcel encumbered by this mortgage was released by instrument dated May 11, 2001 and recorded at Clearfield County Instrument Number 200218753.

8. Defendants also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$82,000.00 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.

9. On November 14, 2002, the Defendants executed a Mortgage Amendment Agreement to County National Bank. This amendment reduced the original principal amount stated in their mortgage and note referenced above to \$52,650.22. A true and correct copy of said Mortgage Amendment Agreement is attached hereto and incorporated herein by reference as Exhibit C.

10. The Defendants executed a Bi-Weekly Payment Rider on November 27, 2002. This rider authorized County National Bank to automatically deduct one-half of the Defendants' mortgage payments from their checking account on a bi-weekly basis. A true and correct copy of said Bi-Weekly Rider is attached hereto and incorporated herein as Exhibit D.

11. Plaintiff has not assigned this mortgage or note.

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

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

14. On or about December 30, 2005, Defendants failed to make a payment of \$685.23, and at no time since then have all monthly payments been made which constitutes a default.

15. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$3,194.81 as of May 17, 2006.

16. 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.

17. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of May 17, 2006, are as follows:

a)	Balance	\$44,933.79
b)	Interest Due to 05/17/06	\$ 1,670.17
c)	Interest accruing after 5/17/06 at \$9.9852867 per day (to be added)	\$ _____
d)	Late charges	\$ 183.76
e)	Satisfaction Fee	\$ 30.50
f)	Escrow balance due	\$ 417.79
g)	Costs of Suit (to be added)	\$ _____
h)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
i)	LESS: Unapplied balance	\$ 415.10
	PRELIMINARY TOTAL	\$46,820.91
	Prothonotary Costs	\$ _____
	FINAL TOTAL	\$ _____

18. The Defendants have abandoned the property subject to this action. 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.*

19. On March 27, 2006, Plaintiff sent to Defendants by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at their last known addresses advising them of their default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit E.

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

21. More than thirty (30) days have elapsed since the mailing of said acceleration letter.

Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendants have asserted their rights under said acceleration letter.

WHEREFORE, Plaintiff demands judgment in its favor as specified in paragraph 17 above, authority to foreclose its mortgage against the real estate and such other relief as the court deems just.

Respectfully submitted,



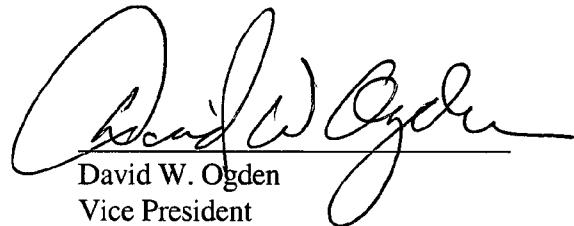
Peter F. Smith, Esquire
Attorney for Plaintiff

Date: September 27, 2006

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

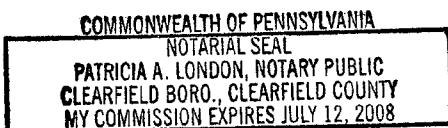
DAVID W. OGDEN, being duly sworn according to law, deposes and says that he is a Vice President for COUNTY NATIONAL BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



David W. Ogden
Vice President

SWORN TO AND SUBSCRIBED
before me this 25th
day of September, 2006.

Patricia A. London
Notary Public



REN L. STACK
TER AND RECORDER
ARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
00107154

RECORDED ON
16, 2001
52:22 AM

JOHN
CUSTOME
ER
IMPROVEMENT
EMENT FUND
WRIT TAX
CUSTOMER

ING FEES -	\$23.00
ER	\$1.00
IMPROVEMENT	\$1.00
EMENT FUND	\$1.00
WRIT TAX	\$0.50
CUSTOMER	\$25.50

After Recording Return To:

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 11, 2001, together with all Riders to this document.

(B) "Borrower" is JOHN M. DAVIS and LAURIE L. DAVIS, Husband and Wife. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. Lender is a Pennsylvania Corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Lender's address is Corner of Second and Markets Streets, P.O. Box 42, Clearfield, Pennsylvania 16830. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 11, 2001. The Note states that Borrower owes Lender EIGHTY-TWO THOUSAND AND NO/100 Dollars (U.S. \$ 82,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 16, 2016.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" mean those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus (2) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) 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 the

Borough of Clearfield of Clearfield County

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

(SEE ATTACHED DESCRIPTIONS)

601 Nichols Street
1104 Daisy Street

which currently has the address of

Clearfield 16830 [Street]
Clearfield , Pennsylvania 16830 ("Property Address")

[City]

[Zip Code]

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

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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (1) interest due under the Note; (2) principal due under the Note; (3) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (2) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (1) a one-time charge for flood zone determination, certification and tracking services or (2) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (1) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (2) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. 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.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (1) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (2) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (3) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority over this Security Instrument, (2) appearing in court, and (3) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured

position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sum's secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security instrument: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

17. Borrowers Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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 given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (i) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (iii) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (1) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (2) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (4) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates an Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) 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; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. 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 Section 18 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

[Space Below This Line For Acknowledgments] —

Social Security Number		Social Security Number	
JOHN M. DAVIS		DAURE L. DAVIS	
(Seal)		(Seal)	
-Borrower		-Borrower	

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.

27. Interest Rate. After judgment, Breower agrees that the interest rate payable after judgment is increased by one-half.

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

25. **Remediation Period.** Borrower's time to remit the provided in Section 19 shall extend to one month prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

24. **Waves, Doppler effect, to the extent permitted by Applicable Law, waves and interferences, and thereby derives the benefit of any present or future laws providing for stay of execution, or injurece this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, or extension of time, except in attachment, levy and sale, and homestead exemption.**

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the entire
conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security
Instrument for all sums paid by Lender for recording costs. Lender may charge Borrower a fee for releasing this
Security Instrument, but only if Borrower shall pay any such fee.

default or any other deficiency 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 accrued 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 Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Nichols and West Fifth Streets (formerly Schryver Street); thence North along said West Fifth Street (formerly Schryver Street) one hundred fifty (150) feet to an alley; thence West along the line of said alley forty-five (45) feet to the line of Lot No. 20; thence South along the line of the same one hundred fifty (150) feet; thence East forty-five (45) feet to the place of **BEGINNING** and being known as Lot No. 19 in the Plan of Schryver's Addition to the Borough of Clearfield, recorded in Clearfield County Miscellaneous Book R., Page 552, on September 16, 1901.

Having thereon erected a two-story dwelling and other buildings.

BEING further identified in the Assessment Records of Clearfield County as Tax Parcel Identification Number 4-3-K8-206-62.

AND

ALL that certain piece, parcel or tract of land, together with improvements thereon, situate in the Fourth Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly side of Daisy Street (erroneously referred to as the southerly side of Daisy Street in deeds in the chain of title), and which point is two (2) feet east of the eastern line of Lot No. 50 in the plan of lots known as the Barratt's Addition to the Borough of Clearfield; thence in a northerly direction a uniform distance of two (2) feet from the eastern line of Lot No. 50 and parallel to the eastern line of Lot No. 50 eighty-two (82) feet (erroneously described in the chain of title as eighty (80) feet) to a point; thence in an easterly direction across Lot No. 51, forty-eight (48) feet to the westerly line of Lot No. 52 in the said plan of lots; thence along the dividing line between Lot Nos. 51 and 52 in the said plan in a southerly direction eighty-two (82) feet to Daisy Street; thence along the northerly side of Daisy Street (erroneously referred to as the southerly side of Daisy Street in deeds in the chain of title) in a westerly direction forty-eight (48) feet to a point on the northerly side of Daisy Street (erroneously referred to as the southerly side of Daisy Street in deeds in the chain of title), and which point is two (2) feet east of the easterly line of Lot No. 50, and being the place of **BEGINNING**.

BEING Lot No. 51 of Plan of Barratt's Addition, recorded in Clearfield County Miscellaneous Book P, Page 225, on December 21, 1899.

BEING further identified in the Assessment Records of Clearfield County as Tax Parcel Identification Number 4-4-K8-248-18.

NOTE

May 11, 2001 Clearfield Pennsylvania
[Date] [City] [State]
601 Nichols St., Clearfield, PA 16830 AND 1104 Daisy Street, Clearfield, PA 16830
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 82,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTY NATIONAL BANK, Clearfield, Pennsylvania I will make all payments under this Note in the form of cash, check or money order.

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 9.0 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 16th day of each month beginning on June 16, 2001

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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on May 16, 2015, 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 Clearfield, Pennsylvania

..... or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 831.70

4. 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 not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

I may make a full prepayment or partial prepayments without paying a prepayment charge. The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my prepayment to the accrued and unpaid interest on the prepayment amount, before applying my prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is 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 prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 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 5 % 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 mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a 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.

7. 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 delivering it or 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.

8. 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.

9. 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.

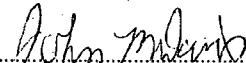
10. UNIFORM SECURED NOTE

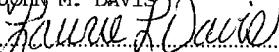
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which 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:

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

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 given in accordance with Section 15 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.

 JOHN M. DAVIS (Seal)
-Borrower

 MAURIE L. DAVIS (Seal)
-Borrower

..... (Seal)
-Borrower

[Sign Original Only]

MORTGAGE AMENDMENT AGREEMENT

Loan is held in the name(s) **John M. Davis and Laurie L. Davis** (hereinafter known as "Mortgagor")
Residing at: **601 Nichols St., Clearfield, Pa 16830**

and **COUNTY NATIONAL BANK**, a national banking institution, with principal place of business at 1 South Second Street, PO Box 42, Clearfield, PA 16830 (hereinafter "CNB")

Property Location: **601 Nichols St., Clearfield, Pa**

Recorded in Clearfield Co., Clearfield Borough

In Mortgage/Record Volume Page **Instrument # 200107154**

Dated 05/11/2001

Original Amount \$ 82,000.00

Date Recorded 05/16/2001

WHEREAS, the parties entered the mortgage identified above, together with a bond (hereinafter "bond and mortgage"), both of which are referred to and incorporated herein by reference as though set forth in full; and **WHEREAS**, the parties desire to amend those instruments.

NOW WITNESSETH:

The Parties, for themselves, their heirs, successors and assigns, intending to be legally bound hereby, in consideration of their on-going banking relationship and their mutual promises, agree to the following terms and conditions.

The parties agree to insert blank lines in any of the following terms which are not applicable to this particular transaction.

The original principal stated in the Bond and Mortgage shall be reduced from \$76,371.13 to \$52,650.22.

The interest rate imposed in the original Bond and Mortgage of 8.75 percent shall be reduced to 7.75 percent per annum effective 11/27/02.

The reduction of principal and/or lower interest rate shall reduce the monthly payments due from the **MORTGAGOR** to **CNB** to \$582.42 per month.

MORTGAGOR shall commence making the reduced monthly payments of \$582.42 on 12/11/02 and shall continue to make said reduced monthly payments every month thereafter until the mortgage and bond are repaid according to their other terms and conditions.

As a result of the foregoing changes in the terms of the Bond and Mortgage, the due date upon which final payment due from **MORTGAGOR** to CNB under these agreements shall be accelerated from the original date of n/a, to a new due date of n/a.

The parties otherwise ratify and reaffirm all other terms, conditions, stipulations, prohibitions, rights and remedies contained in the Bond and Mortgage which shall remain in full force and effect.

The parties have executed this Mortgage Amendment Agreement in two counterparts, and **MORTGAGOR** acknowledges receipt of one signed counterpart.

Made this 14th day of November, 2002

COLONIAL NATIONAL BANK

John L. Say

04-02-01

MORTGAGOR

GAGOR
John M Davis

John M Davis
Hannie L Davis

BIWEEKLY PAYMENT RIDER

THIS BIWEEKLY PAYMENT RIDER is made this 27th day of November, 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the "Security Instrument") dated 05/11/2002 given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to County National Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at 601 Nichols St., Clearfield, PA.

(Property Address)

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

1. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on [REDACTED] I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at any County National Bank Office or at a different place if required by the Lender.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U. S. \$ 582.42 [REDACTED]

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Lender, or with a different entity specified by the Lender. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Lender, or an entity acting for the Lender, may deduct the amount of my biweekly payment from the account to pay the Lender for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

2. TERM

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on

If, on [REDACTED] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date". If this mortgage is an ARM, the balance at each change date will be amortized for the term of the loan. Therefore, using this bi-weekly payment schedule will possibly reduce your payment amount over the years, but it will not pay-off your mortgage early.

3. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Lender has not received the full amount of any biweekly or monthly payments by the end of (15) calendar days after the date it is due, I will pay a late charge to the Lender. The amount of the charge will be (5%) 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 biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 1(C) above.

(C) Termination of Biweekly Payments

If I am in default for three consecutive biweekly payments, the Lender may terminate my right to make biweekly payments under this Lender. If the Lender terminates my biweekly payments, I will instead pay all amounts owed under this Lender by making one payment each month on the first day of the month. The Lender will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Lender in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

4. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

(A) Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

(1) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(B) If Lender terminated Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Sections 4 shall then cease to be in effect and all terms and conditions of the Security Instrument will resume.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

X _____
Borrower

X _____
Borrower

March 27, 2006

CERTIFIED MAIL:
7160 3901 9842 7187 0832
7160 3901 9842 7187 0849

First Class Mail

JOHN M DAVIS
314 S 4TH ST
CLEARFIELD PA 16830

LAURIE L DAVIS
110 LINDA RD
NEW SMYRNA BEACH FL 32168-1712

Re: County National Bank
Delinquent Mortgage Account #1284602-8
#1285292-5

Dear Mr. and Mrs. Davis:

The Mortgage (1284602-8), executed on May 16, 2001, in favor of County National Bank for \$82,000.00, is in default. This Mortgage is recorded in Clearfield County Instrument Number 200107154, on May 16, 2001. This mortgage encumbers and places a lien upon your property known as 601 Nichols St, Clearfield, Clearfield County, Pennsylvania. 16830.

You have failed to make the full monthly payments, since December 30, 2005, and are in default. The total amount of default is \$2,441.06, which includes \$115.24 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 \$2,441.06; or,
2. Second, you can pay this mortgage off entirely by tendering \$45,865.30, which includes a balance of \$44,933.79; accrued interest through 03/30/2006 of \$1,200.87; late charges of \$115.24; and loan satisfaction fee of \$30.50; less unapplied balance of \$415.10.

Interest will accrue at the rate of 9.9852867 a day from March 30, 2006.

John M. and Laurie L. Davis
March 27, 2006
Page 2 of 3

The second Mortgage (1285292-5), executed on October 7, 2004, in favor of County National Bank for \$27,466.66, is in default. This Mortgage is recorded in Clearfield County, Instrument Number 200416618, on October 12, 2004. This mortgage encumbers and places a lien upon your property known as 601 Nichols St, Clearfield, Clearfield, Pennsylvania. 16830; along with your 1994 freightliner Truck.

You have failed to make the full monthly payments, since September 7, 2005, and are in default. The total amount of default is \$2,308.66, which includes \$53.61 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 \$2,308.66; or,
2. Second, you can pay this mortgage off entirely by tendering \$28,981.85, which includes a balance of \$27,728.86; accrued interest through 03/30/2006 of \$614.30; late charges of \$53.61; and other fees of \$585.08.

Interest will accrue at the rate of 7.3173381 a day from March 30, 2006.

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. \$74,847.15, 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, June 30, 2006.**

John M. and Laurie L. Davis
March 27, 2006
Page 3 of 3

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.

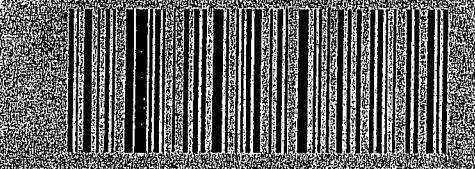
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against CNB.

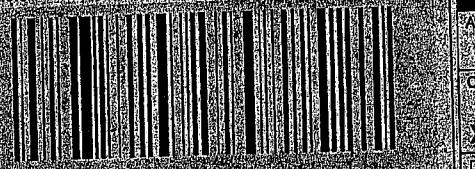
If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

If you fail to cure your default within thirty (30) days, which is on or before April 30, 2006, 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
Vice President
800-492-3221 extension 118

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 PS FORM 3811, EDITION 1-97-1532		A. Received By (Please Print Clearly)	B. Date of Delivery
		<i>John Davis</i>	<i>10/22/02</i>
		C. Signature	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
		D. Is delivery address different from item 1? (Check YES or NO) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
3. Service Type: CERTIFIED MAIL		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
1. Article Addressed to:			
JOHN DAVIS 1100 12th Street Montgomery, AL 36101			
PS Form 3811, January 2003		Domestic Return Receipt	

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 PS FORM 3811, EDITION 1-97-1544		A. Received By (Please Print Clearly)	B. Date of Delivery
		<i>John Davis</i>	<i>10/22/02</i>
		C. Signature	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
		D. Is delivery address different from item 1? (Check YES or NO) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
3. Service Type: CERTIFIED MAIL		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
1. Article Addressed to:			
JOHN DAVIS 1100 12th Street Montgomery, AL 36101			
PS Form 3811, January 2003		Domestic Return Receipt	

UNITED STATES POSTAL SERVICE

DAVY CAMP BEACH

FL 33171

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

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

ATTN: P. London
COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD PA 16830-0042

UNITED STATES POSTAL SERVICE

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

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

ATTN: P. London
COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD PA 16830-0042

FILED

SEP 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 3 Services

Sheriff Docket # 101970

COUNTY NATIONAL BANK

Case # 06-857-CD

VS.

JOHN M. DAVIS and LAURIE L. DAVIS

TYPE OF SERVICE AMENDED COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW January 10, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN AMENDED COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JOHN M. DAVIS, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

SERVED BY: /

FILED
01/11/2007
JAN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101970
NO: 06-857-CD
SERVICE # 2 OF 3
AMENDED COMPLAINT IN MORTGAGE

FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK
VS.
DEFENDANT: JOHN M. DAVIS and LAURIE L. DAVIS

SHERIFF RETURN

NOW, September 29, 2006, SHERIFF OF VOLUSIA CO., FLORIDA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN AMENDED COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN M. DAVIS.

NOW, October 03, 2006 AT 10:16 AM SERVED THE WITHIN AMENDED COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN M. DAVIS, DEFENDANT. THE RETURN OF VOLUSIA CO., FLORIDA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101970
NO: 06-857-CD
SERVICE # 3 OF 3
AMENDED COMPLAINT IN MORTGAGE

FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK
VS.
DEFENDANT: JOHN M. DAVIS and LAURIE L. DAVIS

SHERIFF RETURN

NOW, September 26, 2006, SHERIFF OF VOLUSIA CO. FLORIDA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN AMENDED COMPLAINT IN MORTGAGE FORECLOSURE ON LAURIE L. DAVIS.

NOW, October 03, 2006 AT 10:16 AM SERVED THE WITHIN AMENDED COMPLAINT IN MORTGAGE FORECLOSURE ON LAURIE L. DAVIS, DEFENDANT. THE RETURN OF VOLUSIA CO. FLORIDA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101970
NO: 06-857-CD
SERVICES 3
AMENDED COMPLAINT IN MORTGAGE

FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK
vs.
DEFENDANT: JOHN M. DAVIS and LAURIE L. DAVIS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CNB	337830	30.00
SHERIFF HAWKINS	CNB	337830	39.00
VOLUSIA CO., FLA.	CNB	337831	40.00
REFUND	TO:CNB	37651	

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

~~DUPLICATE~~

101970

Attorney or Depositor:	Service Sheet Number: NEORDR-06040093-0011		
SMITH, PETER F			
30 S SECOND ST			
CLEARFIELD, PA 16830			
Name and Address of Court:			
COURT OF COMMON PLEAS	# Org Documents 1		
Plaintiff:	COUNTY NATIONAL BANK		
Defendant:	JOHN M DAVIS & LAURIE L DAVIS		
TYPE OF SERVICE	Hearing Date	Time	Case Number
(ORDER)	0/00/00		2006-857CD

I, BEN F. JOHNSON, SHERIFF in and for said County and State, do hereby certify that I have received:

ORDER/NOTICE/AMENDED COMPLAINT

on the 2nd day of OCTOBER, 2006, and that I served the same on the 3rd day of OCTOBER, 2006, at the hour of 10:16 AM within the County of VOLUSIA, State of FLORIDA, as follows on:

PERSON SERVED: DAVIS, JOHN M TITLE:

INDIVIDUAL SERVICE: BY SERVING THE WITHIN NAMED PERSON A TRUE COPY OF THE WRIT, WITH THE DATE AND HOUR OF SERVICE ENDORSED THEREON BY ME, AND AT THE SAME TIME DELIVERING TO THE ABOVE NAMED PERSON A COPY OF THE COMPLAINT, PETITION OR INITIAL PLEADING, IF ANY.

Address Served:	110 LINDA RD
	NEW SMYRNA BCH, FL 32168

Service By	BROWN, RICHARD 4165
------------	---------------------

Deputy

SHERIFF'S FEES	Charges	** PAID IN FULL
SERVICE FEE	20.00	
-----	-----	
** TOTALS **	20.00	

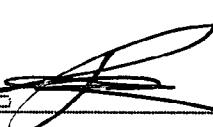
I am a FLORIDA SHERIFF,
and I certify that the foregoing
is true and correct.

VOLUSIA COUNTY SHERIFF'S DEPARTMENT
P O BOX 2658
DAYTONA BEACH, FL 32115

BEN F. JOHNSON, SHERIFF
COUNTY OF VOLUSIA
STATE OF FLORIDA

DATE: 10/31/06
ENT PER: LINDA_M

BY BROWN, RICHARD 4165


Deputy

DUPLICATE

Attorney or Depositor: Service Sheet Number: NEORDR-06040093-0021

SMITH, PETER F
30 S SECOND ST
CLEARFIELD, PA 16830

Name and Address of Court:
COURT OF COMMON PLEAS

Org Documents 1

Plaintiff: COUNTY NATIONAL BANK

Defendant: JOHN M DAVIS & LAURIE L DAVIS

TYPE OF SERVICE (ORDER)	Hearing Date 0/00/00	Time	Case Number 2006-857CD
----------------------------	-------------------------	------	---------------------------

I, BEN F. JOHNSON, SHERIFF in and for said County and State, do hereby certify that I have received:

ORDER/NOTICE/AMENDED COMPLAINT

on the 2nd day of OCTOBER, 2006, and that I served the same on the 3rd day of OCTOBER, 2006, at the hour of 10:16 AM within the County of VOLUSIA, State of FLORIDA, as follows on:

PERSON SERVED: DAVIS, LAURIE L TITLE:

INDIVIDUAL SERVICE: BY SERVING THE WITHIN NAMED PERSON A TRUE COPY OF THE WRIT, WITH THE DATE AND HOUR OF SERVICE ENDORSED THEREON BY ME, AND AT THE SAME TIME DELIVERING TO THE ABOVE NAMED PERSON A COPY OF THE COMPLAINT, PETITION OR INITIAL PLEADING, IF ANY.

Address Served: 110 LINDA RD
NEW SMYRNA BEACH, FL 32168

Service By: BROWN, RICHARD 4165

Deputy

SHERIFF'S FEES Charges ** PAID IN FULL
SERVICE FEE 20.00

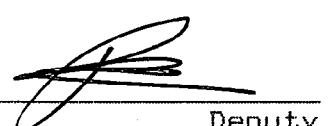
** TOTALS ** 20.00
I am a FLORIDA SHERIFF,
and I certify that the foregoing
is true and correct.

VOLUSIA COUNTY SHERIFF'S DEPARTMENT
P O BOX 2658
DAYTONA BEACH, FL 32115

BEN F. JOHNSON, SHERIFF
COUNTY OF VOLUSIA
STATE OF FLORIDA

DATE: 10/31/06
ENT PER: LINDA_M

BY BROWN, RICHARD 4165


Deputy

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

JOHN M. DAVIS and
LAURIE L. DAVIS,

Defendants

No. 2006-857-CD

Type of Case:
FORECLOSURE

Type of Pleading:
AMENDED COMPLAINT

Filed on Behalf of:
PLAINTIFF

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court ID #34291
P.O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

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

SEP 28 2006

Attest.

William B. Shaw
Prothonotary/
Clerk of Courts

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

COUNTY NATIONAL BANK,
Plaintiff
vs.
JOHN M. DAVIS and
LAURIE L. DAVIS,
Defendants
No. 2006-857-CD

NOTICE TO DEFEND

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Market and Second 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 M. DAVIS and
LAURIE L. DAVIS,
Defendants

No. 2006-857-CD

Type of Case:
FORECLOSURE

Type of Pleading:
AMENDED COMPLAINT

Filed on Behalf of:
PLAINTIFF

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court ID #34291
P.O. Box 130
30 South Second Street
Clearfield, PA 16830
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SEP 28 2006

Attest.

William L. Davis
Prothonotary/
Clerk of Courts

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

COUNTY NATIONAL BANK, Plaintiff : No. 2006-857-CD
vs. :
JOHN M. DAVIS and :
LAURIE L. DAVIS, 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.

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YOU CAN GET LEGAL HELP.**

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

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
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD
:
vs. :
:
JOHN M. DAVIS and :
LAURIE L. DAVIS, :
Defendants :
:
:

AMENDED 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 Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with principal offices at One South Second Street, Clearfield, PA 16830 (hereinafter "CNB").
2. The name of the first Defendant is **JOHN M. DAVIS**, whose last known address is 314 S. Fourth Street, Clearfield, Clearfield County, Pennsylvania 16830.
3. The name of the second Defendant is **LAURIE L. DAVIS**, whose last known address is 110 Linda Road, New Smyrna Beach, Florida 32168.
4. The parcel of real estate subject to this action has an assessed address of 601 Nichols Street, Clearfield, PA 16830 and is also identified as Clearfield County Tax Map Number 4.3-K8-206-62. It consists of a 45' x 120' lot with a two-story frame house, one other house, a garage with apartment above it and other improvements constructed thereon. The other house and garage/apartment are sometimes identified as 402 W. Fifth Street and 404 W. Fifth Street. The entire parcel is bounded and described as follows:

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Nichols and West Fifth Streets (formerly Schryver Street); thence North along said West Fifth Street (formerly Schryver Street) one hundred fifty (150) feet to an alley; thence West along the line of said alley forty-five (45) feet to the line of Lot No. 20; thence South along the line of the same one hundred fifty (150) feet; thence East forty-five (45) feet to the place of beginning and being known as Lot No. 19 in the plan of Schryver's Addition to the Borough of Clearfield.

BEING the same premises conveyed to John M. Davis and Laurie L. Davis by deed dated April 11, 1991 and recorded in Clearfield County Record Volume 1394 Page 445.

5. Laurie L. Davis subsequently conveyed her interest in the subject premises to the first Defendant John M. Davis by deed dated January 3, 2006 and recorded January 4, 2006 at Clearfield County Instrument Number 200600113. Mrs. Davis is named as a Defendant because she has not been released from the mortgage and bond upon which this suit is instituted.

6. Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated May 11, 2001, for a principal debt of \$82,000.00, together with interest. Said mortgage was recorded at Clearfield County Instrument Number 200107154. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

7. The second parcel encumbered by this mortgage was released by instrument dated May 11, 2001 and recorded at Clearfield County Instrument Number 200218753.

8. Defendants also executed a Note in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$82,000.00 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.

9. On November 14, 2002, the Defendants executed a Mortgage Amendment Agreement to County National Bank. This amendment reduced the original principal amount stated in their mortgage and note referenced above to \$52,650.22. A true and correct copy of said Mortgage Amendment Agreement is attached hereto and incorporated herein by reference as Exhibit C.

10. The Defendants executed a Bi-Weekly Payment Rider on November 27, 2002. This rider authorized County National Bank to automatically deduct one-half of the Defendants' mortgage payments from their checking account on a bi-weekly basis. A true and correct copy of said Bi-Weekly Rider is attached hereto and incorporated herein as Exhibit D.

11. Plaintiff has not assigned this mortgage or note.

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

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

14. On or about December 30, 2005, Defendants failed to make a payment of \$685.23, and at no time since then have all monthly payments been made which constitutes a default.

15. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$3,194.81 as of May 17, 2006.

16. 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.

17. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of May 17, 2006, are as follows:

a)	Balance	\$44,933.79
b)	Interest Due to 05/17/06	\$ 1,670.17
c)	Interest accruing after 5/17/06 at \$9.9852867 per day (to be added)	\$ _____
d)	Late charges	\$ 183.76
e)	Satisfaction Fee	\$ 30.50
f)	Escrow balance due	\$ 417.79
g)	Costs of Suit (to be added)	\$ _____
h)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
i)	LESS: Unapplied balance	\$ 415.10
	PRELIMINARY TOTAL	\$46,820.91
	Prothonotary Costs	\$ _____
	FINAL TOTAL	\$

18. The Defendants have abandoned the property subject to this action. 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.

19. On March 27, 2006, Plaintiff sent to Defendants by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at their last known addresses advising them of their default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit E.

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

21. More than thirty (30) days have elapsed since the mailing of said acceleration letter.

Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendants have asserted their rights under said acceleration letter.

WHEREFORE, Plaintiff demands judgment in its favor as specified in paragraph 17 above, authority to foreclose its mortgage against the real estate and such other relief as the court deems just.

Respectfully submitted,



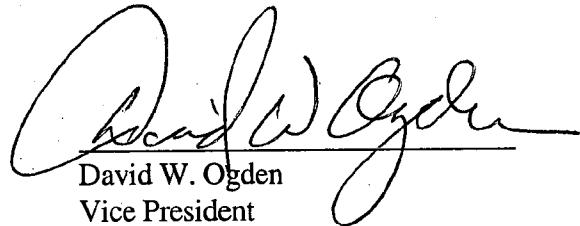
Peter F. Smith, Esquire
Attorney for Plaintiff

Date: September 27, 2006

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

DAVID W. OGDEN, being duly sworn according to law, deposes and says that he is a 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.

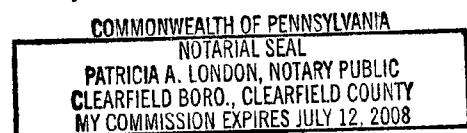


David W. Ogden
Vice President

SWORN TO AND SUBSCRIBED
before me this 25th
day of September, 2006.

Patricia A. London

Notary Public



INSTRUMENT NUMBER
200107154

RECORDED ON
MAY 16, 2001
3:52:22 AM

After Recording Return To:

SEARCH FEES -	\$23.00
ORDER	
INT'L IMPROVEMENT	\$1.00
ORDER	
MOVEMENT FUND	\$1.00
ATE WRIT TAX	\$0.50
TOTAL	\$25.50
CUSTOMER	
RES, JOHN	

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 11, 2001, together with all Riders to this document.

(B) "Borrower" is JOHN M. DAVIS and LAURIE L. DAVIS, Husband and Wife. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COUNTY NATIONAL BANK, Clearfield, Pennsylvania. Lender is a Pennsylvania Corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Lender's address is Corner of Second and Markets Streets, P.O. Box 42, Clearfield, Pennsylvania 16830. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 11, 2001. The Note states that Borrower owes Lender EIGHTY-TWO THOUSAND AND NO/100 Dollars (U.S. \$ 82,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 16, 2016.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" mean those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus (2) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) 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 the

Borough of Clearfield of Clearfield County

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

(SEE ATTACHED DESCRIPTIONS)

601 Nichols Street
1104 Daisy Street
which currently has the address of _____
Clearfield 16830 [Street]
Clearfield, Pennsylvania 16830 ("Property Address").
[City] [Zip Code]

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

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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (1) interest due under the Note; (2) principal due under the Note; (3) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (2) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (1) a one-time charge for flood zone determination, certification and tracking services or (2) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (1) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (2) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. 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.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (1) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (2) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (3) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority over this Security Instrument, (2) appearing in court, and (3) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured

position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrowers obligation to pay interest at the rate provided in the Note.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security instrument: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

17. Borrowers Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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 given in accordance with Section 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (i) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (iii) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (1) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (2) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (3) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (4) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates an Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) 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; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. 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 Section 18 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 Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. 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. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. 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.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. 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.

27. 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.

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 Clegg Jr.

John M. Davis

(Seal)
JOHN M. DAVIS
- Borrower

John Clegg Jr.

Laurie L. Davis

(Seal)
LAURIE L. DAVIS
- Borrower

Social Security Number _____

Social Security Number _____

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:
On this, the 11th day of May, 2001, before me, a Notary Public,
the undersigned officer, personally appeared JOHN M. DAVIS and LAURIE L. DAVIS, Husband and Wife,
known to me (or satisfactorily proven) to be the person(s) whose name(s) are they
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:

Notarial Seal
John A. Ayres Jr., Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 30, 2003

John Clegg Jr.
Title of Officer

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

P.O. Box 42, Clearfield, Pennsylvania 16830

John Clegg Jr.
Title of Officer

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Nichols and West Fifth Streets (formerly Schryver Street); thence North along said West Fifth Street (formerly Schryver Street) one hundred fifty (150) feet to an alley; thence West along the line of said alley forty-five (45) feet to the line of Lot No. 20; thence South along the line of the same one hundred fifty (150) feet; thence East forty-five (45) feet to the place of **BEGINNING** and being known as Lot No. 19 in the Plan of Schryver's Addition to the Borough of Clearfield, recorded in Clearfield County Miscellaneous Book R., Page 552, on September 16, 1901.

Having thereon erected a two-story dwelling and other buildings.

BEING further identified in the Assessment Records of Clearfield County as Tax Parcel Identification Number 4-3-K8-206-62.

AND

ALL that certain piece, parcel or tract of land, together with improvements thereon, situate in the Fourth Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly side of Daisy Street (erroneously referred to as the southerly side of Daisy Street in deeds in the chain of title), and which point is two (2) feet east of the eastern line of Lot No. 50 in the plan of lots known as the Barratt's Addition to the Borough of Clearfield; thence in a northerly direction a uniform distance of two (2) feet from the eastern line of Lot No. 50 and parallel to the eastern line of Lot No. 50 eighty-two (82) feet (erroneously described in the chain of title as eighty (80) feet) to a point; thence in an easterly direction across Lot No. 51, forty-eight (48) feet to the westerly line of Lot No. 52 in the said plan of lots; thence along the dividing line between Lot Nos. 51 and 52 in the said plan in a southerly direction eighty-two (82) feet to Daisy Street; thence along the northerly side of Daisy Street (erroneously referred to as the southerly side of Daisy Street in deeds in the chain of title) in a westerly direction forty-eight (48) feet to a point on the northerly side of Daisy Street (erroneously referred to as the southerly side of Daisy Street in deeds in the chain of title), and which point is two (2) feet east of the easterly line of Lot No. 50, and being the place of **BEGINNING**.

BEING Lot No. 51 of Plan of Barratt's Addition, recorded in Clearfield County Miscellaneous Book P, Page 225, on December 21, 1899.

BEING further identified in the Assessment Records of Clearfield County as Tax Parcel Identification Number 4-4-K8-248-18.

NOTE

May 11, 2001
[Date]

Clearfield, Pennsylvania
[City] [State]

601 Nichols St., Clearfield, PA 16830 AND 1104 Daisy Street, Clearfield, PA 16830
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 82,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
COUNTY NATIONAL BANK, Clearfield, Pennsylvania..... I will make all payments under this Note in the form of cash, check or money order.

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 9.0 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 16th day of each month beginning on June 16, 2001.....

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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on May 16, 2016....., 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 Clearfield, Pennsylvania.....

..... or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 831.70.....

4. 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 not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

I may make a full prepayment or partial prepayments without paying a prepayment charge. The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my prepayment to the accrued and unpaid interest on the prepayment amount, before applying my prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is 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 prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 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 5 % 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 mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a 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.

7. 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 delivering it or 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.

8. 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.

9. 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.

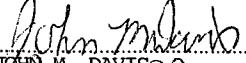
10. UNIFORM SECURED NOTE

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 which 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:

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

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 given in accordance with Section 15 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.

 (Seal)
JOHN M. DAVIS -Borrower

 (Seal)
LAURIE L. DAVIS -Borrower

..... (Seal)
-Borrower

[Sign Original Only]

MORTGAGE AMENDMENT AGREEMENT

Loan is held in the name(s) **John M. Davis and Laurie L. Davis** (hereinafter known as "Mortgagor")
Residing at: **601 Nichols St., Clearfield, Pa 16830**

and **COUNTY NATIONAL BANK**, a national banking institution, with principal place of business at 1 South Second Street, PO Box 42, Clearfield, PA 16830 (hereinafter "CNB")

Property Location: **601 Nichols St., Clearfield, Pa**

Recorded in **Clearfield Co., Clearfield Borough**

In Mortgage/Record Volume **Page** **Instrument # 200107154**

Dated **05/11/2001**

Original Amount **\$ 82,000.00**

Date Recorded **05/16/2001**

WHEREAS, the parties entered the mortgage identified above, together with a bond (hereinafter "bond and mortgage"), both of which are referred to and incorporated herein by reference as though set forth in full; and **WHEREAS**, the parties desire to amend those instruments.

NOW WITNESSETH:

The Parties, for themselves, their heirs, successors and assigns, intending to be legally bound hereby, in consideration of their on-going banking relationship and their mutual promises, agree to the following terms and conditions:

The parties agree to insert blank lines in any of the following terms which are not applicable to this particular transaction.

The original principal stated in the Bond and Mortgage shall be reduced from **\$76,371.13** to **\$52,650.22**.

The interest rate imposed in the original Bond and Mortgage of **8.75** percent shall be reduced to **7.75** percent per annum effective **11/27/02**.

The reduction of principal and/or lower interest rate shall reduce the monthly payments due from the **MORTGAGOR** to **CNB** to **\$582.42** per month.

MORTGAGOR shall commence making the reduced monthly payments of **\$582.42** on **12/11/02** and shall continue to make said reduced monthly payments every month thereafter until the mortgage and bond are repaid according to their other terms and conditions.

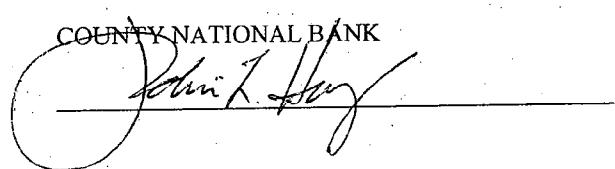
As a result of the foregoing changes in the terms of the Bond and Mortgage, the due date upon which final payment due from **MORTGAGOR** to **CNB** under these agreements shall be accelerated from the original date of **n/a**, to a new due date of **n/a**.

The parties otherwise ratify and reaffirm all other terms, conditions, stipulations, prohibitions, rights and remedies contained in the Bond and Mortgage which shall remain in full force and effect.

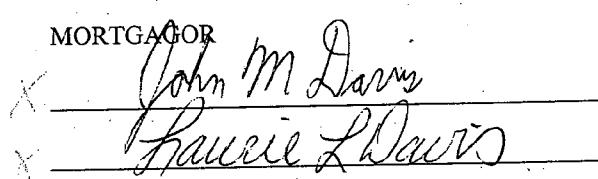
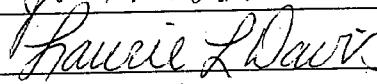
The parties have executed this Mortgage Amendment Agreement in two counterparts, and **MORTGAGOR** acknowledges receipt of one signed counterpart.

Made this **14th** day of **November, 2002**.

COUNTY NATIONAL BANK



MORTGAGOR

04-02-01

BIWEEKLY PAYMENT RIDER

THIS BIWEEKLY PAYMENT RIDER is made this 27th day of November, 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the "Security Instrument") dated 05/11/2002 given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to County National Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at 601 Nichols St., Clearfield, PA.

(Property Address)

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

1. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the biweekly payments"), beginning on 2/11/02 I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at any County National Bank Office or at a different place if required by the Lender.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U. S. \$ 582.42 271.21

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Lender, or with a different entity specified by the Lender. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Lender, or an entity acting for the Lender, may deduct the amount of my biweekly payment from the account to pay the Lender for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

2. TERM

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on If, on I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date". If this mortgage is an ARM, the balance at each change date will be amortized for the term of the loan. Therefore, using this bi-weekly payment schedule will possibly reduce your payment amount over the years, but it will not pay-off your mortgage early.

3. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Lender has not received the full amount of any biweekly or monthly payments by the end of (15) calendar days after the date it is due, I will pay a late charge to the Lender. The amount of the charge will be (5%) 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 biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 1(C) above.

(C) Termination of Biweekly Payments

If I am in default for three consecutive biweekly payments, the Lender may terminate my right to make biweekly payments under this Lender. If the Lender terminates my biweekly payments, I will instead pay all amounts owed under this Lender by making one payment each month on the first day of the month. The Lender will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Lender in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

4. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

(A) Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

(1) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.

(B) If Lender terminated Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Sections 4 shall then cease to be in effect and all terms and conditions of the Security Instrument will resume.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

X John M. Davis
Borrower
Laurie L. Klein
Borrower

March 27, 2006

CERTIFIED MAIL:
7160 3901 9842 7187 0832
7160 3901 9842 7187 0849

First Class Mail

JOHN M DAVIS
314 S 4TH ST
CLEARFIELD PA 16830

LAURIE L DAVIS
110 LINDA RD
NEW SMYRNA BEACH FL 32168-1712

Re: County National Bank
Delinquent Mortgage Account #1284602-8
#1285292-5

Dear Mr. and Mrs. Davis:

The Mortgage (1284602-8), executed on May 16, 2001, in favor of County National Bank for \$82,000.00, is in default. This Mortgage is recorded in Clearfield County Instrument Number 200107154, on May 16, 2001. This mortgage encumbers and places a lien upon your property known as 601 Nichols St, Clearfield, Clearfield County, Pennsylvania. 16830.

You have failed to make the full monthly payments, since December 30, 2005, and are in default. The total amount of default is \$2,441.06, which includes \$115.24 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 \$2,441.06; or,
2. Second, you can pay this mortgage off entirely by tendering \$45,865.30, which includes a balance of \$44,933.79; accrued interest through 03/30/2006 of \$1,200.87; late charges of \$115.24; and loan satisfaction fee of \$30.50; less unapplied balance of \$415.10.

Interest will accrue at the rate of 9.9852867 a day from March 30, 2006.

John M. and Laurie L. Davis
March 27, 2006
Page 2 of 3

The second Mortgage (1285292-5), executed on October 7, 2004, in favor of County National Bank for \$27,466.66, is in default. This Mortgage is recorded in Clearfield County, Instrument Number 200416618, on October 12, 2004. This mortgage encumbers and places a lien upon your property known as 601 Nichols St, Clearfield, Clearfield, Pennsylvania. 16830; along with your 1994 freightliner Truck.

You have failed to make the full monthly payments, since September 7, 2005, and are in default. The total amount of default is \$2,308.66, which includes \$53.61 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 \$2,308.66; or,
2. Second, you can pay this mortgage off entirely by tendering \$28,981.85, which includes a balance of \$27,728.86; accrued interest through 03/30/2006 of \$614.30; late charges of \$53.61; and other fees of \$585.08.

Interest will accrue at the rate of 7.3173381 a day from March 30, 2006.

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. \$74,847.15, 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, June 30, 2006.**

John M. and Laurie L. Davis
March 27, 2006
Page 3 of 3

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.

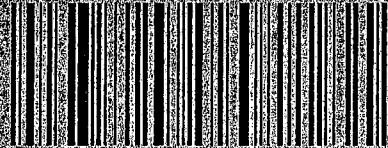
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against CNB.

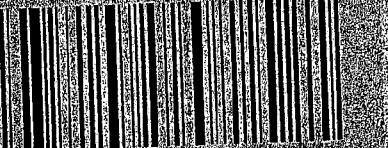
If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

If you fail to cure your default within thirty (30) days, which is on or before April 30, 2006, 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
Vice President
800-492-3221 extension 118

2. Article Number		COMPLETE THIS SECTION ON DELIVERY		
 7180 3501 5842 7187 0542		A. Received by (Please Print Clearly) <i>John Davis</i> B. Date of Delivery <i>10/12/2009</i> C. Signature <i>John Davis</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:		
3. Service Type: CERTIFIED MAIL				
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes				
1. Article Addressed to:				
JOHN S. DAVIS 110 1/2 4TH ST. CEDAR RAPIDS, IA 50612				
PS Form 3811, January 2003		Domestic Return Receipt		

2. Article Number		COMPLETE THIS SECTION ON DELIVERY		
 7180 3501 5842 7187 0542		A. Received by (Please Print Clearly) <i>John Davis</i> B. Date of Delivery <i>10/12/2009</i> C. Signature <i>John Davis</i> D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:		
3. Service Type: CERTIFIED MAIL				
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes				
1. Article Addressed to:				
JOHN S. DAVIS 110 1/2 4TH ST. CEDAR RAPIDS, IA 50612				
PS Form 3811, January 2003		Domestic Return Receipt		

FILED

JAN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts



ATTN: *P. Landon*
COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD PA 16830-0042



ATTN: *P. Landon*
COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD PA 16830-0042

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD

vs. :

JOHN M. DAVIS and :
LAURIE L. DAVIS, :
Defendants :

FILED *aff. pd.*
01/11/2007 20.00
JAN 18 2007

Notice to
William A. Shaw
Prothonotary/Clerk of Courts *Defs.*

Statement to

*Atty
(CR)*

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on October 25, 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 addresses:

John M. Davis	John M. Davis	Laurie L. Davis
314 S. Fourth Street	110 Linda Road	110 Linda Road
Clearfield, PA 16830	New Smyrna Beach, FL 32168	New Smyrna Beach, FL 32168

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 **\$46,820.91** plus interest and costs of suit.

a)	Balance	\$44,933.79
b)	Interest Due to 05/17/06	\$ 1,670.17
c)	Interest accruing after 5/17/06 at \$9.9852867 per day (to be added)	\$ _____
d)	Late charges	\$ 183.76
e)	Satisfaction Fee	\$ 30.50
f)	Escrow balance due	\$ 417.79

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD

vs. :

JOHN M. DAVIS and :
LAURIE L. DAVIS, :
Defendants :

FILED 01/11/2007 20.00
JAN 18 2007

Notice to
William A. Shaw
Prothonotary/Clerk of Courts

Statement to

Atty

CK

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on October 25, 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 addresses:

John M. Davis	John M. Davis	Laurie L. Davis
314 S. Fourth Street	110 Linda Road	110 Linda Road
Clearfield, PA 16830	New Smyrna Beach, FL 32168	New Smyrna Beach, FL 32168

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 **\$46,820.91** plus interest and costs of suit.

a)	Balance	\$44,933.79
b)	Interest Due to 05/17/06	\$ 1,670.17
c)	Interest accruing after 5/17/06 at \$9.9852867 per day (to be added)	\$ _____
d)	Late charges	\$ 183.76
e)	Satisfaction Fee	\$ 30.50
f)	Escrow balance due	\$ 417.79

g)	Costs of Suit (to be added)	\$ _____
h)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
i)	LESS: Unapplied balance	- <u>\$ 415.10</u>
PRELIMINARY TOTAL		\$46,820.91
Prothonotary Costs		\$ _____
FINAL TOTAL		\$

Respectfully submitted:



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

Date: November 7, 2006

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

**COUNTY NATIONAL BANK,
Plaintiff**

No. 2006-857-CD

VS.

JOHN M. DAVIS and
LAURIE L. DAVIS,
Defendants

TO: John M. Davis John M. Davis Laurie L. Davis
314 S. Fourth Street 110 Linda Road 110 Linda Road
Clearfield, PA 16830 New Smyrna Beach FL 32168 New Smyrna Beach, FL 32168

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 NOVEMBER 6, 2006.

COURT ADMINISTRATOR
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

Date: October 25, 2006

Peter F. Smith, Esquire

Attorney for Plaintiff

P. O. Box 130, 30 South Second St.

Clearfield, PA 16830

(814) 765-5595

cc: County National Bank

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2006-857-CD

vs.

JOHN M. DAVIS and
LAURIE L. DAVIS,
Defendants

Notice is given that a judgment has been entered of record in Clearfield County against JOHN M. DAVIS and LAURIE L. DAVIS, Defendants, and in favor of the Plaintiff in the amount of **\$46,820.91**, plus interest and costs.

Prothonotary

By Willie L. Khan 11/18/07, Deputy

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.: 2006-00857-CD



copy

Real Debt: \$46,820.91

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John M. Davis
Laurie L. Davis
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 18, 2007

Expires: January 18, 2012

Certified from the record this 18th day of January, 2007.

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

FILED Plff pd.
01/11/2007 20.00
JAN 18 2007 ICC & 7 writ
packages to
William A. Shaw Sheriff
Notary/Clerk of Courts

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 M. Davis
Laurie L. Davis
2. Property owned by the Defendants as follows:

The parcel of real estate subject to this action has an assessed address of 601 Nichols Street, Clearfield, PA 16830 and is also identified as Clearfield County Tax Map Number 4.3-K8-206-62. It consists of a 45' x 120' lot with a two-story frame house, one other house, a garage with apartment above it and other improvements constructed thereon. The other house and garage/apartment are sometimes identified as 402 W. Fifth Street and 404 W. Fifth Street. The entire parcel is bounded and described as follows:

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Nichols and West Fifth Streets (formerly Schryver Street); thence North along said West Fifth Street (formerly Schryver Street) one hundred fifty (150) feet to an alley; thence West along the line of said alley forty-five (45) feet to the line of Lot No. 20; thence South along the line of the same one hundred fifty (150) feet; thence East forty-five (45) feet to the place of beginning and being known as Lot No. 19 in the plan of Schryver's Addition to the Borough of Clearfield.

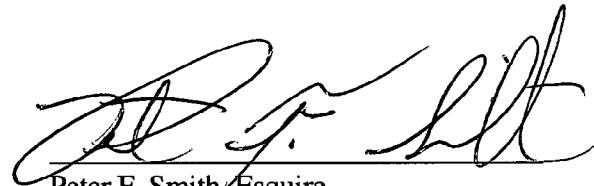
BEING the same premises conveyed to John M. Davis and Laurie L. Davis by deed dated April 11, 1991 and recorded in Clearfield County Record Volume 1394 Page 445.

Laurie L. Davis subsequently conveyed her interest in the subject premises to the first Defendant John M. Davis by deed dated January 3, 2006 and recorded January 4, 2006 at Clearfield County Instrument Number 200600113. Mrs. Davis is named as a Defendant because she has not been released from the mortgage and bond upon which this suit is instituted.

3. Amounts Due:

a)	Balance	\$44,933.79
b)	Interest Due to 05/17/06	\$ 1,670.17
c)	Interest accruing after 5/17/06 at \$9.9852867 per day (to be added)	\$ _____
d)	Late charges	\$ 183.76
e)	Satisfaction Fee	\$ 30.50
f)	Escrow balance due	\$ 417.79
g)	Costs of Suit (to be added)	\$ _____
h)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
i)	LESS: Unapplied balance	<u>\$ 415.10</u>
PRELIMINARY TOTAL		\$46,820.91
Prothonotary Costs		\$ <u>125.00</u>
FINAL TOTAL		\$

Dated: November 7, 2006



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

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	No. 2006-857-CD
vs.	:	
JOHN M. DAVIS and	:	
LAURIE L. DAVIS,	:	
Defendants	:	

**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
One North Second 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 : No. 2006-857-CD

vs.

JOHN M. DAVIS and
LAURIE L. DAVIS,
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:

The parcel of real estate subject to this action has an assessed address of 601 Nichols Street, Clearfield, PA 16830 and is also identified as Clearfield County Tax Map Number 4.3-K8-206-62. It consists of a 45' x 120' lot with a two-story frame house, one other house, a garage with apartment above it and other improvements constructed thereon. The other house and garage/apartment are sometimes identified as 402 W. Fifth Street and 404 W. Fifth Street. The entire parcel is bounded and described as follows:

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Nichols and West Fifth Streets (formerly Schryver Street); thence North along said West Fifth Street (formerly Schryver Street) one hundred fifty (150) feet to an alley; thence West along the line of said alley forty-five (45) feet to the line of Lot No. 20; thence South along the line of the same one hundred fifty (150) feet; thence East forty-five (45) feet to the place of beginning and being known as Lot No. 19 in the plan of Schryver's Addition to the Borough of Clearfield.

BEING the same premises conveyed to John M. Davis and Laurie L. Davis by deed dated April 11, 1991 and recorded in Clearfield County Record Volume 1394 Page 445.

Laurie L. Davis subsequently conveyed her interest in the subject premises to the first Defendant John M. Davis by deed dated January 3, 2006 and recorded January 4, 2006 at Clearfield County Instrument Number 200600113. Mrs. Davis is named as a Defendant because she has not been released from the mortgage and bond upon which this suit is instituted.

3. Amounts Due:

a)	Balance	\$44,933.79
b)	Interest Due to 05/17/06	\$ 1,670.17
c)	Interest accruing after 5/17/06 at \$9.9852867 per day (to be added)	\$ _____
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e)	Satisfaction Fee	\$ 30.50
f)	Escrow balance due	\$ 417.79
g)	Costs of Suit (to be added)	\$ _____
h)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
i)	LESS: Unapplied balance	- \$ 415.10
	PRELIMINARY TOTAL	\$46,820.91
	Prothonotary Costs	\$ 125.00
	FINAL TOTAL	\$

3. If Social Security or Supplemental Security Income funds are directly deposited into an account of the Defendant(s), 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 account of Defendant(s).

Prothonotary

By:

Deputy

John May 11/8/07
SA

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD
:
vs. :
:
JOHN M. DAVIS and :
LAURIE L. DAVIS, :
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

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD

vs. :

JOHN M. DAVIS and :
LAURIE L. DAVIS, :
Defendants :

FILED
01/18/2007
JAN 18 2007
(6K)

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 Defendants in the judgment:

John M. Davis	John M. Davis	Laurie L. Davis
314 S. Fourth Street	110 Linda Road	110 Linda Road
Clearfield, PA 16830	New Smyrna Beach, FL 32168	New Smyrna Beach, FL 32168

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

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

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

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

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

Clearfield County Tax Claim Bureau
Clearfield County Courthouse Annex
230 E. Market Street
Clearfield, PA 16830

Clearfield Municipal Authority
107 East Market Street
Clearfield, PA 16830

Clearfield Borough Tax Collector
120 West Second Avenue
Clearfield, PA 16830

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

Clifford Hockenberry, Jr. - Terra Tenant
404 W. Fifth Avenue
Clearfield, PA 16830

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

Dated: November 7, 2006



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

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD

VS.

JOHN M. DAVIS and
LAURIE L. DAVIS,
Defendants

No. 2006-857-CD

FILED
01/11/2007
JAN 18 2007
NO CC
GM

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 addresses of the Defendants are:

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

Laurie L. Davis
110 Linda Road
New Smyrna Beach, FL 32168

Date: November 7, 2006

J. R. S. Hill

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

cc: County National Bank

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

CNB BANK, formerly known as : No. 2006-857-CD
COUNTY NATIONAL BANK :
Plaintiff :
vs. :
Type of Case:
CIVIL
JOHN M. DAVIS and :
LAURIE L. DAVIS, :
Defendants :
Type of Pleading:
SUGGESTION OF NAME CHANGE
Filed on Behalf of:
PLAINTIFF

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

FILED ^{1cc}
01/05/07 Atty Smith
FEB 06 2007 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

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

CNB BANK, *formerly known as*
COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD
:
vs. :
:
JOHN M. DAVIS and :
LAURIE L. DAVIS, :
Defendants :
:
:

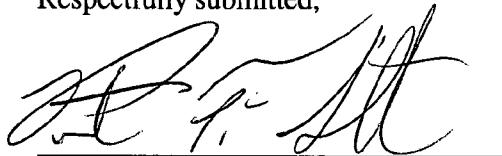
SUGGESTION OF NAME CHANGE

COUNTY NATIONAL BANK, the Plaintiff in the above-captioned matter converted to a state bank organized under the laws of the Commonwealth of Pennsylvania effective at 12:01 a.m. December 30, 2006. Articles of Incorporation have also been filed with the Pennsylvania Department of State.

The name of the new banking institution is "CNB BANK."

CNB BANK is the successor in interest to County National Bank, the original lender of the loan upon which this action is brought. County National Bank converted to a state bank by Articles of Conversion which have been filed with the Pennsylvania Department of Banking which became effective at 12:01 a.m. December 30, 2006. A Certificate of Conversion has been filed with the Clearfield County Recorder of Deeds as reference to which to which will more fully appear.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff
30 S. 2nd. St., P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

Date: 2/5/07

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

CNB BANK,
Plaintiff : No. 2006-857-CD
vs. :
JOHN M. DAVIS and
LAURIE L. DAVIS, :
Defendants :
: :
:

FILED
01/10/10
MAR 06 2007
Atty. Smith
S

William A. Shaw
Prothonotary/Clerk of Courts

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 and by First Class Mail, Postage Prepaid to the Defendants and by First Class Mail, Postage Prepaid, a true and correct copy of the Rule 3129 Notice & Sheriff's Handbill on the following parties at the following addresses on February 8, 2007.

The U.S. Postal Forms 3800, 3811 and 3817 certifying this mailing are attached hereto and incorporated herein as Exhibit A.

**CERTIFIED &
U. S. FIRST CLASS MAIL**
John M. Davis
314 S. Fourth Street
Clearfield, PA 16830

CNB Bank
P. O. Box 42
Clearfield, PA 16830

Clearfield Borough Tax Collector
120 West Second Avenue
Clearfield, PA 16830

**CERTIFIED &
U.S. FIRST CLASS MAIL**
John M. Davis
110 Linda Road
New Smyrna Beach, FL 32168

Clearfield Municipal Authority
107 East Market Street
Clearfield, PA 16830

Clifford Hockenberry, Jr.
Terra Tenant
404 W. Fifth Avenue
Clearfield, PA 16830

**CERTIFIED &
U.S. FIRST CLASS MAIL**
Laurie L. Davis
110 Linda Road
New Smyrna Beach, FL 32168

Clearfield County Tax Claim Bureau
Clearfield County Courthouse Annex
230 E. Market Street
Clearfield, PA 16830

Dated: February 8, 2007



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

Sworn to and subscribed before me this
8th day of February, 2007.


Holly A. Bressler
Notary Public

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

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

For delivery information, visit our website at www.usps.com

NEW SMYRNA BEACH, FL 32168

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



02/08/2007

Sent To	Laurie L. Davis
Street, Apt. No.; or PO Box No.	110 Linda Road
City, State, ZIP+4	New Smyrna Beach, FL 32168

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.**

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

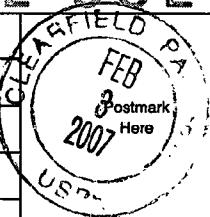
Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$



Sent To John M. Davis

Street, Apt. No.; 110 Linda Road
or PO Box No.

City, State, ZIP+4 New Smyrna Beach, FL 32168

PS Form 3800-4 Rev-2002

See Reverse for Instructions

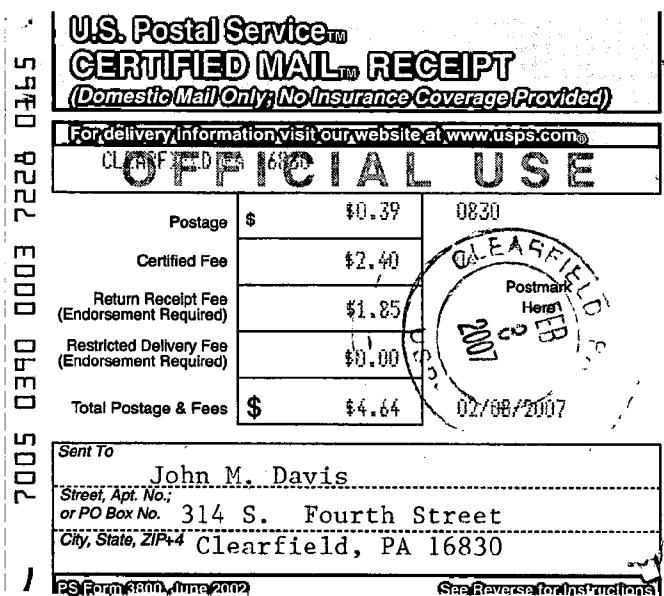
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- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please 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.**



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Internet access to delivery information is not available on mail
addressed to APOs and FPOs.**

EXHIBIT A - ATTACHMENT TO CERTIFICATE OF SERVICE (3 pages)
CNB v. John M. Davis and Laurie L. Davis
Clearfield County No. 2006-857-CD

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE. POSTMASTER


UNITED STATES
POSTAL SERVICE

U.S. POSTAGE
PHL
CLEARFIELD, PA
16830
FEB 08 2007
00085835-04

\$0.95
00085835-04

Received From:
PETER F SMITH
ATTORNEY AT LAW
P O BOX 130
CLEARFIELD PA 16830

One piece of ordinary mail addressed to:
JOHN M DAVIS
314 S FOURTH STREET
CLEARFIELD PA 16830

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
PETER F. SMITH
ATTORNEY AT LAW
P. O. BOX 130
CLEARFIELD PA 16830

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
FEB 08 07
00085835-04

\$0.95

One piece of ordinary mail addressed to:
JOHN M. DAVIS
110 LINDA ROAD
NEW SMYRNA BEACH FL 32168

PS Form 3817, January 2001

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
FEB 08 2007
AMOUNT

0000

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From:
PETER F SMITH, ATTORNEY AT LAW
P O BOX 130
CLEARFIELD PA 16830

\$0.95
06085835-04

One piece of ordinary mail addressed to:
CLIFFORD HOCKENBERRY JR
404 WEST FIFTH AVENUE
CLEARFIELD PA 16830

PS Form 3817, January 2001

CERTIFICATE OF MAILING	
U.S. POSTAL SERVICE	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE. POSTMASTER	
<p>Received From: PETER F SMITH ATTORNEY AT LAW P O BOX 130 CLEARFIELD PA 16830</p>	
<p>U.S. POSTAGE PAID CLEARFIELD, PA 16830 FEB 08 07 AMOUNT \$0.95 00085835-04</p>	
<p>One piece of ordinary mail addressed to:</p> <p>ATTN BRIAN P SOLRYS CNB BANK P O BOX 42 CLEARFIELD PA 16830</p>	
PS Form 3817, January 2001	

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE. POSTMASTER

Received From:
PETER F SMITH
ATTORNEY AT LAW
P O BOX 130
CLEARFIELD PA 16830

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
FEB 08 2007
AMOUNT
\$0.95
20085835-04

One piece of ordinary mail addressed to:
CLEARFIELD COUNTY TAX CLAIM BUREAU
CLEARFIELD COUNTY COURTHOUSE ANNEX
230 E MARKET STREET
CLEARFIELD PA 16830

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE. POSTMASTER

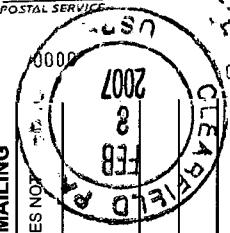
RECEIVED
CLEA
FEB 2
2007
U.S. POSTAL SERVICE

U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
FEB 08 '07
MOUNT

\$0.95
00085835-04

Received From:
PETER F. SMITH
ATTORNEY AT LAW
P. O. BOX 130
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:
CLEARFIELD MUNICIPAL AUTHORITY
107 EAST MARKET STREET
CLEARFIELD, PA 16830

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE. POSTMASTER		
UNITED STATES POSTAL SERVICE		
		
U.S. POSTAGE PAID CLEARFIELD, PA 16830 FEB 08 07 AMOUNT		
\$0.95 00000 00085835-04		
 2007 FEB 08 CLEARFIELD, PA		
Received From: PETER F. SMITH ATTORNEY AT LAW P.O. BOX 130 CLEARFIELD, PA 16830		
One piece of ordinary mail addressed to: CLEARFIELD BOROUGH TAX COLLECTOR 120 WEST SECOND AVENUE CLEARFIELD, PA 16830		

PS Form 3817, January 2001

EXHIBIT A - ATTACHMENT TO CERTIFICATE OF SERVICE (3 pages)
CNB v. John M. Davis and Laurie L. Davis
Clearfield County No. 2006-857-CD

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- 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 M. Davis
110 Linda Road
New Smyrna Beach, FL 32168

A. Signature		<input type="checkbox"/> Agent
B. Received by (Printed Name)		<input type="checkbox"/> Addressee
C. Date of Delivery		

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article No. 17005 0390 0003 722810202
(Transfer from _____)

PS Form 3811, February 2004

10355-02-W-240

Domestic Return Receipt

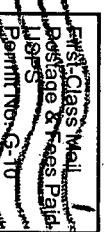
UNITED STATES POSTAL SERVICE

DAYTONA BEACH

FL 321 1

13 FEB 2002 PM

1



- **Sender:** Please print your name, address, and ZIP+4 in this box.

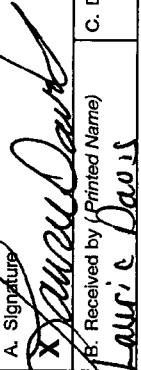
PETER F SMITH
ATTORNEY AT LAW
P O BOX 130
CLEARFIELD PA 16830

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

- 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:

Laurie L. Davis
110 Linda Road
New Smyrna Beach, FL 32168

A. Signature

Laurie Davis

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail G.O.D.

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

00050390000372280196

(Transfer from)

2S Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE

DAYTONA BEACH

FL 32111

13 FEB 2007 PM

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 AT LAW
P O BOX 130
CLEARFIELD PA 16830

130

EXHIBIT A - ATTACHMENT TO CERTIFICATE OF SERVICE (3 pages)
CNB v. John M. Davis and Laurie L. Davis
Clearfield County No. 2006-857-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20507
NO: 06-857-CD

PLAINTIFF: COUNTY NATIONAL BANK
vs.
DEFENDANT: JOHN M. DAVIS AND LAURIE L. DAVIS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/18/2007

LEVY TAKEN 01/24/2007 @ 11:30 AM
POSTED 01/24/2007 @ 11:30 AM
SALE HELD 04/13/2007
SOLD TO COUNTY NATIONAL BANK
SOLD FOR AMOUNT \$1.00 PLUS COSTS
WRIT RETURNED 05/11/2007
DATE DEED FILED 05/11/2007

PROPERTY ADDRESS 601 NICHOLS STREET AND 402 W. FIFTH AVENUE AND 404 W. FIFTH AVENUE
CLEARFIELD , PA 16830

FILED

07/13/07
MAY 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

02/19/2007 @ 12:44 PM SERVED JOHN M. DAVIS

VOLUSIA COUNTY SHERIFF BEN F. JOHNSON, SERVED JOHN M. DAVIS, DEFENDANT, AT 110 LINDA ROAD, NEW SMYRNA BEACH, FL 32168 BY HANDING TO LAURIE L. DAVIS CO/DEFENDANT-WIFE

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.

02/19/2007 @ 12:44 PM SERVED LAURIE L. DAVIS

VOLUSIA COUNTY SHERIFF BEN F. JOHNSON SERVED LAURIE L. DAVIS, DEFENDANT AT 110 LINDA ROAD, NEW SMYRNA BEACH, FL 32168 BY HANDING TO LAURIE L. DAVIS

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.

01/24/2007 @ 11:30 AM SERVED CLIFFORD HOCKENBERRY, JR.

SERVED CLIFFORD HOCKENBERRY, JR. TERRE TENNANT, AT HIS RESIDENCE 404 WEST FIFTH AVENUE, CLEARFIELD, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO CLIFFORD HOCKENBERRY, JR.

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 # 20507
NO: 06-857-CD

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: JOHN M. DAVIS AND LAURIE L. DAVIS

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$286.68

SURCHARGE \$60.00 PAID BY PLAINTIFF

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

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

COUNTY NATIONAL BANK,
Plaintiff : No. 2006-857-CD
vs.
JOHN M. DAVIS and
LAURIE L. DAVIS,
Defendants

**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
One North Second 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 : No. 2006-857-CD
vs.
JOHN M. DAVIS and
LAURIE L. DAVIS,
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:

The parcel of real estate subject to this action has an assessed address of 601 Nichols Street, Clearfield, PA 16830 and is also identified as Clearfield County Tax Map Number 4.3-K8-206-62. It consists of a 45' x 120' lot with a two-story frame house, one other house, a garage with apartment above it and other improvements constructed thereon. The other house and garage/apartment are sometimes identified as 402 W. Fifth Street and 404 W. Fifth Street. The entire parcel is bounded and described as follows:

ALL that certain lot or piece of ground situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Nichols and West Fifth Streets (formerly Schryver Street); thence North along said West Fifth Street (formerly Schryver Street) one hundred fifty (150) feet to an alley; thence West along the line of said alley forty-five (45) feet to the line of Lot No. 20; thence South along the line of the same one hundred fifty (150) feet; thence East forty-five (45) feet to the place of beginning and being known as Lot No. 19 in the plan of Schryver's Addition to the Borough of Clearfield.

BEING the same premises conveyed to John M. Davis and Laurie L. Davis by deed dated April 11, 1991 and recorded in Clearfield County Record Volume 1394 Page 445.

Laurie L. Davis subsequently conveyed her interest in the subject premises to the first Defendant John M. Davis by deed dated January 3, 2006 and recorded January 4, 2006 at Clearfield County Instrument Number 200600113. Mrs. Davis is named as a Defendant because she has not been released from the mortgage and bond upon which this suit is instituted.

3. Amounts Due:

a)	Balance	\$44,933.79
b)	Interest Due to 05/17/06	\$ 1,670.17
c)	Interest accruing after 5/17/06 at \$9.9852867 per day (to be added)	\$ _____
d)	Late charges	\$ 183.76
e)	Satisfaction Fee	\$ 30.50
f)	Escrow balance due	\$ 417.79
g)	Costs of Suit (to be added)	\$ _____
h)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
i)	LESS: Unapplied balance	- \$ 415.10
	PRELIMINARY TOTAL	\$46,820.91
	Prothonotary Costs	\$ 125.00
	FINAL TOTAL	\$

3. If Social Security or Supplemental Security Income funds are directly deposited into an account of the Defendant(s), 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 account of Defendant(s).

Prothonotary

By: Willie Sharpe
Deputy

Received January 18, 2007 @ 3:00 P.M.
Chester A. Hawkins
by Cynthia Butler Aufenauer

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

COUNTY NATIONAL BANK, :
Plaintiff : No. 2006-857-CD
vs. :
JOHN M. DAVIS and :
LAURIE L. DAVIS, :
Defendants :
vs.

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

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

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

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

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

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

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

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

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

Address

Phone Number

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

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHN M. DAVIS

NO. 06-857-CD

NOW, May 11, 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 April 13, 2007, I exposed the within described real estate of John M. Davis And Laurie L. Davis to public venue or outcry at which time and place I sold the same to COUNTY NATIONAL BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	30.00
ADD'L POSTING	45.00
ADD'L MILEAGE	
ADD'L LEVY	30.00
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$286.68

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	44,933.79
INTEREST @ 9.9900 %	3,306.69
FROM 05/17/2006 TO 04/13/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	183.76
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	30.50
ESCROW DEFICIENCY	417.79
PROPERTY INSPECTIONS	
INTEREST	1,670.17
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$50,602.70
COSTS:	
ADVERTISING	326.50
TAXES - COLLECTOR	700.36
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	286.68
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,792.04

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



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20507

TERM & NO. 06-857-CD

COUNTY NATIONAL BANK

vs.

JOHN M. DAVIS AND LAURIE L. DAVIS

DOCUMENTS TO BE SERVED:

NOTICE OF SALE

WRIT OF EXECUTION

COPY OF LEVY

SERVE BY: MARCH 2, 2007

MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE

SERVE: JOHN M. DAVIS

ADDRESS: 110 LINDA ROAD
NEW SMYRNA BEACH, FL 32168

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF VOLUSIA COUNTY, FLORIDA to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Tuesday, February 13, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

For Attorney or Depositor: Service Sheet Number: NENOTI-07007221-0011
CLEARFIELD COUNTY SHERIFFS OFFICE 814-765-2641
1 N' SECOND ST STE 116
CLEARFIELD, PA 16830

Name and Address of Court:

**

Org Documents 1

Plaintiff: COUNTY NATIONAL BANK

Defendant: JOHN M DAVIS & LAURIE L DAVIS

TYPE OF SERVICE	Hearing Date	Time	Case Number
(NOTICE)	4/13/07	10:00 AM	2006-857CD

I, BEN F. JOHNSON, SHERIFF in and for said County and State, do hereby certify that I have received:

NOTICE

on the 16th day of FEBRUARY, 2007, and that I served the same on the 19th day of FEBRUARY, 2007, at the hour of 12:44 PM within the County of VOLUSIA, State of FLORIDA, as follows on:

PARTY TO SERVE: DAVIS, JOHN M

PERSON SERVED: DAVIS, LAURIE TITLE: WIFE

SUBSTITUTE SERVICE, STANDARD: BY SERVING A TRUE COPY OF THIS WRIT WITH THE DATE AND HOUR OF SERVICE ENDORSED THEREON BY ME TOGETHER WITH A COPY OF THE INITIAL PLEADINGS, IF ANY, TO THE ABOVE NAMED PERSON AT THE DEFENDANT'S USUAL PLACE OF ABODE ON ANY PERSON RESIDING THEREIN FIFTEEN YEARS OF AGE OR OLDER IN ACCORDANCE WITH THE PROVISIONS OF F.S. 48.031(1) AND INFORMING SUCH PERSON OF THEIR CONTENTS.

Address Served: 110 LINDA RD
NEW SMYRNA BCH, FL 32168

Service By: BROWN, RICHARD 4165

Deputy

SHERIFF'S FEES Charges ** PAID IN FULL
SERVICE FEE 20.00

** TOTALS ** 20.00 I am a FLORIDA SHERIFF,
and I certify that the foregoing
is true and correct.

VOLUSIA COUNTY SHERIFF'S DEPARTMENT
P O BOX 2658
DAYTONA BEACH, FL 32115

BEN F. JOHNSON, SHERIFF
COUNTY OF VOLUSIA
STATE OF FLORIDA

DATE: 2/19/07
ENT PER: GAIL_G

BY BROWN, RICHARD 4165

Deputy



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

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

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20507

TERM & NO. 06-857-CD

COUNTY NATIONAL BANK

vs.

JOHN M. DAVIS AND LAURIE L. DAVIS

DOCUMENTS TO BE SERVED:

NOTICE OF SALE

WRIT OF EXECUTION

COPY OF LEVY

SERVE BY: MARCH 2, 2007

**MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE**

SERVE: LAURIE L. DAVIS

ADDRESS: 110 LINDA ROAD
NEW SMYRNA BEACH, FL 32168

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF VOLUSIA COUNTY, FLORIDA to execute this writ. This Depetation being made at the request and risk of the Plaintiff this day, Tuesday, February 13, 2007.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

Attorney or Depositor: Service Sheet Number: NENOTI-07007221-0021
CLEARFIELD COUNTY SHERIFFS OFFICE 814-765-2641
1 N SECOND ST STE 116
CLEARFIELD, PA 16830

Name and Address of Court:

**

Org Documents 1

Plaintiff: COUNTY NATIONAL BANK

Defendant: JOHN M DAVIS & LAURIE L DAVIS

TYPE OF SERVICE	Hearing Date	Time	Case Number
(NOTICE)	4/13/07	10:00 AM	2006-857CD

I, BEN F. JOHNSON, SHERIFF in and for said County and State, do hereby certify that I have received:

NOTICE

on the 16th day of FEBRUARY, 2007, and that I served the same on the 19th day of FEBRUARY, 2007, at the hour of 12:44 PM within the County of VOLUSIA, State of FLORIDA, as follows on:

PERSON SERVED: DAVIS, LAURIE L TITLE:

INDIVIDUAL SERVICE: BY SERVING THE WITHIN NAMED PERSON A TRUE COPY OF THE WRIT, WITH THE DATE AND HOUR OF SERVICE ENDORSED THEREON BY ME, AND AT THE SAME TIME DELIVERING TO THE ABOVE NAMED PERSON A COPY OF THE COMPLAINT, PETITION OR INITIAL PLEADING, IF ANY.

Address Served: 110 LINDA RD
NEW SMYRNA BEACH, FL 32168

Service By BROWN, RICHARD 4165

Deputy

SHERIFF'S FEES Charges ** PAID IN FULL
SERVICE FEE 20.00

** TOTALS ** 20.00 I am a FLORIDA SHERIFF,
and I certify that the foregoing
is true and correct.

VOLUSIA COUNTY SHERIFF'S DEPARTMENT
P O BOX 2658
DAYTONA BEACH, FL 32115

BEN F. JOHNSON, SHERIFF
COUNTY OF VOLUSIA
STATE OF FLORIDA

DATE: 2/19/07
ENT FER: GAIL_G

BY BROWN, RICHARD 4165

Deputy