

06-1064-CD
CNB vs Thomas & Margaret Girardi

2006-1064-CD
County National vs Thomas Girardi et al

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

THOMAS M. GIRARDI and
MARGARET A. GIRARDI,
Defendants

: No. 2006- 1064-CD

: Type of Case:
FORECLOSURE

: Type of Pleading:
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

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W.A. Shaw *W.A. Shaw*
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.

THOMAS M. GIRARDI and

MARGARET A. GIRARDI,

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-
:
vs. :
:
THOMAS M. GIRARDI and :
MARGARET A. GIRARDI, :
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 names of the Defendants are **THOMAS M. GIRARDI** and **MARGARET A. GIRARDI**, husband and wife, whose last known address is 1369 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
3. The parcel of real estate subject to this action is known as Lot No. 170A, Section No. 1 in the Treasure Lake Subdivision, DuBois, PA and is also identified as Clearfield County Tax Map Number 128-D2-1-170A-21. It consists of a lot and a one-story frame house with attached two-car garage and is more particularly described as follows:

ALL that certain tract of land designated as Section 1, Lot 170A, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Thomas M. Girardi and Margaret A. Girardi by deed dated December 2, 1998 and recorded at Clearfield County Instrument Number 199800926.

4. Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated September 27, 2005, for a principal debt of \$6,768.95, together with interest. Said mortgage was recorded at Clearfield County Instrument Number 200516831. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendants also executed a Consumer Loan Agreement dated September 27, 2005 in the amount of \$6,768.95. A true and correct copy of said agreement is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

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

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

9. On or about March 1, 2006, Defendants failed to make a full monthly payment of \$145.50, and at no time since then have all monthly payments been made which constitutes a

default.

10. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$663.00 as of June 20, 2006.

11. 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.

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

13. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of June 20, 2006, are as follows:

a)	Balance	\$6,509.59
b)	Interest Due to 06/20/06	\$ 117.98
c)	Interest accruing after 6/20/06 at \$1.8726218 per day (to be added)	\$ _____
d)	Late charges	\$ 140.00
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
PRELIMINARY TOTAL		\$6,798.07
Prothonotary Costs		\$ _____
FINAL TOTAL		\$

14. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 *et seq.*, and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c *et seq.*, County National Bank sent a letter to the Defendants by Certified Mail and by U.S. First Class Mail, Postage Prepaid, on May 17, 2006, at their last known address advising them of their default

and their rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

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

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

17. More than thirty (30) days have elapsed since the mailing of said notices. 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 13 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: June 27, 2006

AFFIDAVIT

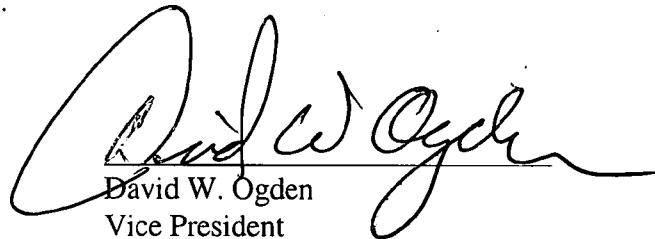
STATE OF PENNSYLVANIA

: 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 23rd
day of June, 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



CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

Instrument Number - 200516831
Recorded On 10/6/2005 At 11:29:19 AM
* Instrument Type - MORTGAGE
* Total Pages - 8
Invoice Number - 137361
* Mortgagor - GIRARDI, THOMAS M
* Mortgagee - COUNTY NATIONAL BANK
* Customer - COUNTY NATIONAL BANK

* FEES
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEES - \$19.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL \$34.50

*RETURN DOCUMENT TO:
COUNTY NATIONAL BANK

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

This Instrument Prepared By:
Denise Greene
County National Bank
1 South Second St
PO Box 42
Clearfield, PA 16830-0042
814-375-6800

After Recording Return To:
County National Bank
Attn: Consumer Loan Department
1 South Second Street
PO Box 42
Clearfield, PA 16830
814-765-9621

Parcel ID Number:
Property Address: 1369 Treasure Lake Dubois 15801-9032
(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 27, 2005
The mortgagor is
Thomas M Girardi and Margaret A Girardi

whose
address is 1369 Treasure Lake
Dubois, PA 15801-9032.
("Borrower"). This Security Instrument is given to
County National Bank
laws of United States of America, and whose address is
1 South Second Street, Clearfield, PA 16830-0042
Borrower owes Lender the principal sum of
SIX THOUSAND SEVEN HUNDRED SIXTY EIGHT DOLLARS AND NINETY FIVE CENTS
Dollars (U.S. \$ 6,768.95). This debt is evidenced by Borrower's note, consumer loan agreement, or similar writing
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due
and payable on October 1, 2010. This Security Instrument secures to Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of
all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower in consideration of this
debt does hereby grant and convey to Lender and Lender's successors and assigns the following described property located in
Clearfield County, Pennsylvania:

Instrument #199800926

1369 Treasure Lake
DuBois PA 15801

Sandy Township

which has the address of 1369 Treasure Lake
(Street)
Dubois
(City) , Pennsylvania 15801-9032 ("Property Address");
(Zip Code)

By initialing, I acknowledge this is page 1 of 7
of the Mortgage.

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Initials Initials Initials Initials

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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.

Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

By initialing, I acknowledge this is page 2 of 7
of the Mortgage.

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

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

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

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

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

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

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

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

By initialing, I acknowledge this is page 3 of 7
of the Mortgage.

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

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

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

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

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

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

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

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

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

By initialing, I acknowledge this is page 4 of 7
of the Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Additional Provisions.



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

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

Initials Initials Initials Initials

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

Witnesses:

Dense J. Greene

Thomas M. Girardi

-Borrower

Margaret A. Girardi

-Borrower

_____ -Borrower

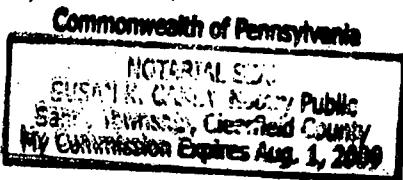
_____ -Borrower

COMMONWEALTH OF *Pennsylvania*)
COUNTY OF *Clearfield*)
ss)

On this 27 day of Sept. 05, before me, the undersigned officer, personally appeared Thomas M. Girardi and Margaret A. Girardi, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

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

My Commission Expires:



Title of Officer

CERTIFICATE OF RESIDENCE

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

Attorney or Agent for Lender

CONSUMER LOAN AGREEMENT

NAME(S) / ADDRESS(ES) OF BORROWER(S) ("Borrower, I, My or Me")		NAME / ADDRESS OF LENDER (CREDITOR) ("Lender, You or Your")			
Thomas M Girardi Margaret A Girardi 1369 Treasure Lake Dubois, PA 15801-9032		County National Bank PO Box 42 1 South Second St Clearfield, PA 16830-0042			

NOTE NUMBER	TRANSACTION DATE	PRINCIPAL AMOUNT (LOAN AMOUNT)	MATURITY DATE	OFFICE	
389247/7	09/27/2005	\$6,768.95	10/01/2010	0000164	

PURPOSE OF LOAN ► Debt Consolidation

PROMISE TO PAY. I promise to pay this loan (the amount borrowed plus other permitted protective advances, charges and fees, together with interest) to the order of Lender or Lender's successors and assigns, according to the terms set forth below, including those in the Truth In Lending Disclosure. Words, numbers or phrases preceded by a are applicable only if the is marked, e.g., "e" means estimate.

TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	At this time I have the right to receive an itemization of the Amount Financed. (Initial here if itemization is wanted.)
The cost of My credit as a yearly rate. 10.500 %	The dollar amount the credit will cost Me. \$ 1,960.47	The amount of credit provided to Me or on My behalf. \$ 6,768.95	The amount I will have paid after I have made all payments as scheduled. \$ 8,729.42	

MY PAYMENT SCHEDULE			OTHER FEES	DOLLAR AMOUNT
No. of Pmts.	Dollar Amount of Payments	When payments are due:		
60	145.50	11/01/2005 and the same day Monthly thereafter		
			Filing Fee	

SECURITY: I am giving a security interest, mortgage or trust deed, in/to the following as indicated: the goods or property being purchased. real property.

personal property securing other loans with Lender, excluding household goods and My principal dwelling. funds on deposit with Lender.
other (describe by type):

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

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

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

LATE CHARGE: If I am more than 15 days late in making any payment, in addition to my payment I will pay a late charge:

of an amount equal to \$ of % of the payment in default. of % of interest past due.
 of the lesser of of the greater of \$ 20.00 or 10.000 % of the payment in default. subject to a minimum of \$ 20.00

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

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

VARIABLE RATE DISCLOSURE: My loan is subject to a variable rate feature. If we've been provided variable rate feature disclosures at an earlier time,

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

The interest rate will not increase above

% Any INCREASE will take the form of:

The rate will not increase more than once every

. The maximum interest rate increase at one time will be:

If My interest rate increases

% in

ADDITIONAL CONTRACT TERMS:

See below and on pages 2 and 3 for further information about nonpayment, default, the right to accelerate the maturity of the obligation, and prepayment rebates and penalties.

INSURANCE

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

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

ADDITIONAL TERMS

FINANCE CHARGE BREAKDOWN	Interest <input type="checkbox"/> \$ 1,960.47	+	Service Fee <input type="checkbox"/> \$	+	<input type="checkbox"/> \$	= Finance Charge <input type="checkbox"/> \$ 1,960.47
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This loan is subject to a Fixed Interest Rate of 10.500 % per annum. a variable simple interest rate.

Initial Variable Simple Interest Rate <input type="checkbox"/> %	Present Variable Index Rate <input type="checkbox"/> %	Margin <input type="checkbox"/> %	Min. Interest Rate <input type="checkbox"/> %	Max. Interest Rate <input type="checkbox"/> %	Interest Rate Changes Will Occur: <input type="checkbox"/> %
--	--	-----------------------------------	---	---	--

POST MATURITY INTEREST: The unpaid balance of this loan, after acceleration or maturity, will be subject to an annual interest rate of: <input type="checkbox"/> %
<input checked="" type="checkbox"/> MONTHLY PAYMENTS: I will have a payment due every month on the specified due date even if I may have paid more than a regularly scheduled payment at any previous time.
<input type="checkbox"/> MINIMUM FINANCE CHARGE: I agree to pay a minimum finance charge of \$ <input type="checkbox"/> if You have not earned at least that much finance charge when I pay off My loan.

By initialing, I acknowledge this is page 1 of 3 of the Consumer Loan Agreement.

Initials _____ Initials _____ Initials _____ Initials _____

COLLATERAL

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

1369 Treasure Lake, Dubois, PA 15801-9032 County: Sandy Township

I give You a Mortgage or have executed a Trust Deed related to the real property address as described above, the legal description being documented in a Real Estate Mortgage or Trust Deed between the parties to this Agreement as shown above.

ITEMIZATION OF AMOUNT FINANCED

THIS SECTION WILL BE COMPLETED AT YOUR OPTION, UNLESS REQUIRED BY LAW.

1. AMOUNTS PAID TO OTHERS ON MY BEHALF	2. TOTAL AMOUNT PAID TO OTHERS ON MY BEHALF
a. Public Officials \$ * <small>(1a + 1b + 1c + 1d + 1e + 1f)</small>	\$ *
b. Credit Reporting Agency(ies) \$ * <small>3. Amount Given to Me Directly</small>	\$ * <small>3. Amount Given to Me Directly</small>
c. Appraiser(s) \$ * <small>4. Amount Paid on My Accounts with Creditor</small>	\$ * <small>4. Amount Paid on My Accounts with Creditor</small>
d. Insurance Company(ies) \$ * <small>5. Prepaid Finance Charges</small>	\$ * <small>5. Prepaid Finance Charges</small>
e. *See "Itemization of Amount Financed"	
f. for breakdown \$ * <small>AMOUNT FINANCED (2 + 3 + 4 minus 5)</small>	\$ <small>6,768.95</small>

LIABILITY OF PARTIES. Every person signing this Agreement as a Borrower or Cosigner understands and agrees that they are jointly and individually obligated to pay all amounts owed according to the terms and conditions of this Agreement including those set forth in the Truth In Lending Disclosure. Any person signing the Acknowledgment of Pledge on page 3 has signed this Agreement for the sole purpose of giving Lender a security interest in the Collateral shown in the Collateral section above and is not personally liable whatsoever for any indebtedness created under this Agreement. Any person signing this Agreement as Cosigner acknowledges receipt of a Notice to Cosigner before signing on page 3.

INTEREST RATE AND EARLY PAYMENT REBATES. My loan is a fixed or variable rate simple interest loan, as shown on page 1. Interest will be assessed on the unpaid balance of My loan until it is paid in full. If I am in default and a judgment in favor of Lender for a specific sum of money has been entered against Me, the sum of money shall bear interest at the rate set forth on page 1 or at a rate of six percent per annum, whichever is greater. The interest shall accrue from the date of the verdict or award, or from the date of judgment if the judgment is not entered upon a verdict or award.

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

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

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

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

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

COLLATERAL. I have given You a security interest or lien in or to the Collateral shown in the Collateral section above or in a separate document such as a mortgage, trust deed, assignment, security agreement, pledge, or similar document. If the box adjacent to the words "personal property securing other loans with Lender, excluding household goods and My principal dwelling" in the Security section of the Truth In Lending Disclosure on page 1 is checked, I also give You a security interest or lien in or to the Collateral that secures My other debts to You. The subject matter of such security interest or lien is called Collateral in this Agreement. I have given no other Collateral for My loan. Except for Your security interest or lien, the Collateral is owned free and clear from any security interest, lien, or other adverse claim other than as now disclosed to You. I will not allow any other security interest, lien, or adverse claim to attach to the Collateral.

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

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

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

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

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

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

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

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

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

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

By initialing, I acknowledge this is page 2 of 3 of the Consumer Loan Agreement.

Initials

Initials

Initials

Initials

Compliance Systems, Inc. 800-968-8522 Fax 616-956-1868

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

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

LATE CHARGE. Iw ill pay a late charge for each late payment as set forth in the Truth In Lending Disclosure on page 1. Iw ill be assessed this charge only once for each late payment.

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

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

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

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

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

If permitted by law, Iw aive any otherwise required notice of presentment, demand, acceleration, and intent to accelerate.

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

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

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

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

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

ADDITIONAL PROVISIONS.

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

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

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

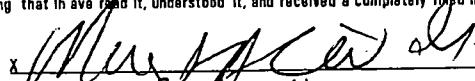
NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

SIGNATURES

BORROWER'S SIGNATURE/DATE: I have signed this loan agreement on the date below, acknowledging that Iw ave read it, understood it, and received a completely filled in copy of it.

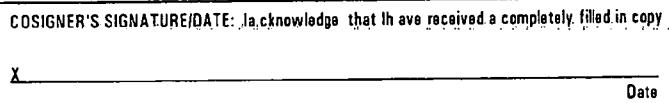
 9-27-05
Thomas M Girardi

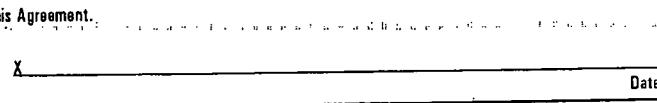
Date

 9-27-05
Margaret A Girardi

Date

COSIGNER'S SIGNATURE/DATE: Ia cknowledge that Iw ave received a completely filled in copy of this Agreement.

 X
Date

 X
Date

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

The undersigned is (are) the owner(s) of the Collateral shown in the Collateral section on page 2 (hereafter 'Pledgor'). Pledgor is signing this Agreement for the sole purpose of acknowledging Pledgor's grant of a security interest in the Collateral to Lender, which is evidenced by a separate pledge agreement, hypothecation, or similar instrument given to Lender. Pledgor acknowledges that in the event of non-payment by the Borrower(s), Pledgor could lose the pledged Collateral. Pledgor is not personally liable whatsoever for any indebtedness created under this Agreement.

 X
Date

 X
Date

NOTICE (Applicable only if box is marked.)

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

May 17, 2006

CERTIFIED MAIL NUMBER:

7160 3901 9842 7187 5066

7160 3901 9842 7187 5073

and First Class Mail

Thomas M. Girardi
1369 Treasure Lake
DuBois, PA 15801-9032

Margaret A. Girardi
1369 Treasure Lake
DuBois, PA 15801-9032

Re: County National Bank
Delinquent Mortgage Accounts #389247-6 and 389247-6

Dear Mr. & Mrs. Girardi:

The Mortgages which you executed on February 22, 2002 and September 27, 2005, in favor of County National Bank, for \$68,000.00 and \$6,768.95, respectively, are in default. These Mortgages are recorded in Clearfield County Instrument Number 200203252 (Note #6) and Clearfield County Instrument Number 200516831 (Note #7), respectively. They encumber and place a lien upon your residence known as Lot No. 170A, Section No. 1, Treasure Lake Subdivision, DuBois, Clearfield County, Pennsylvania 15801.

You have failed to make the full monthly payments since January 2006 (Note #6) and February 2006 (Note #7), and are in default. The total amounts of default are \$1,857.94, which includes \$314.04 in late charges (note #6) and \$497.50, which includes \$120.00 in late charges (note #7).

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

1. First, you can bring your accounts current by paying County National Bank a total of \$1,857.94 (note #6), which includes delinquent payments of \$1,706.34 and late charges of \$314.04, less unapplied balance of \$162.44; and \$497.50 (note #7), which includes delinquent payments of \$377.50 and late charges of \$120.00; or
2. Second, you can pay these mortgages off entirely by tendering \$63,385.50 (note #6), which includes a balance of \$61,706.03; accrued interest through May 17, 2006 of \$1,497.37; late charges of \$314.04; a satisfaction fee of \$30.50; less unapplied balance of \$162.44; and \$6,714.40 (note #7), which includes a balance of \$6,509.59; accrued interest through May 17, 2006 of \$54.31; late charges of \$120.00; and a satisfaction fee of \$30.50.

Thomas M. & Margaret A. Girardi
May 17, 2006
Page 2

Interest will accrue at the rate of \$13.7124511 a day (note #6) and \$1.8726218 a day (note #7) from May 17, 2006. Your regular monthly payments will also continue to fall due and will be added to the totals stated in Number 1 above if you fail to pay them.

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

If you fail to cure this default within thirty (30) days, County National Bank will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balances as stated in Paragraph 2 will become immediately due and payable. The bank will institute a foreclosure lawsuit against the real estate for that amount, which is \$70,099.90, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by County National Bank. If CNB obtains judgment against you for those amounts, it can then execute against your residence, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Monday, September 18, 2006.**

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

The Law provides that you may sell this real estate subject to your delinquent mortgages, 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 loans unless we receive the entire amount required to cure the default.

Thomas M. & Margaret A. Girardi

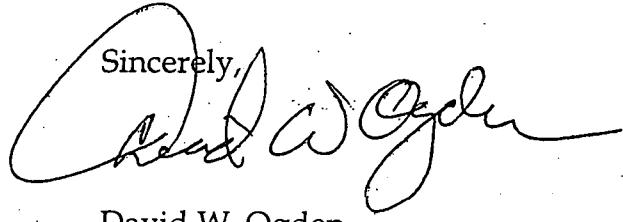
May 17, 2006

Page 3

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

However, if you fail to exercise your right under the Homeowner's Emergency Mortgage Assistance Act or fail to cure your default within thirty (30) days, which is on or before Monday, June 19, 2006, the bank will 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
Ph. 800-492-3221, ext. 201

DWO/bps

Enclosure

ACT 91 NOTICE

May 17, 2006

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME (S): **Thomas M. Girardi**
Margaret A. Girardi

PROPERTY ADDRESS: **Lot No. 170A, Section No. 1, Treasure Lake
DuBois, PA 15801**

LOAN ACCOUNT NUMBER: 389247-6 and 378247-7

ORIGINAL LENDER: County National Bank

CURRENT LENDER/SERVICE: County National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your properties located at:
Lot No. 170A, Section No. 1, Treasure Lake
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Loan #389247-6

February 2006 - \$568.78

March 2006 - \$568.78

April 2006 - \$568.78

Loan #389247-7

March 2006 - \$86.50

April 2006 - \$145.50

May 2006 - \$145.50

Other Charges (explain/itemize):

Late fees - \$314.04

Late fees - \$120.00

Less unapplied balance - \$162.44

TOTAL AMOUNT PAST DUE:

\$1,857.94 (Loan #389247-6)

\$497.50 (Loan #389247-7)

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2235.44** PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

Contact Person: David W. Ogden, Vice-President

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.

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

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

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

Consumer Credit Counseling Services of Western PA, Inc.
217 East Plank Road
Altoona, PA 16602
(888) 511-2227

CNB

COUNTY NATIONAL BANK

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



7160 3901 9842 7187 5066

RETURN RECEIPT REQUESTED

THOMAS M. GIRARDI
1369 TREASURE LAKE

UNC

NAME

MAY 18 2006

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

R/T/S

RETURN TO SENDER

CERTIFIED MAIL

CNB

COUNTY NATIONAL BANK

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

7160 3901 9842 7187 5073

RETURN RECEIPT REQUESTED

MARGARET A. GIRARDI
1369 TREASURE LAKE

UNC

NAME

MAY 18 2006

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

R/T/S

RETURN TO SENDER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101687
NO: 06-1064-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK
VS.
DEFENDANT: THOMAS M. GIRARDI and MARGARET A. GIRARDI

SHERIFF RETURN

NOW, July 18, 2006 AT 2:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS M. GIRARDI DEFENDANT AT T.L. Subdivision, Sec 1 Lot 170-A (Bay Rd.), DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARGARET GIRARDI, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
9230 CM
JUL 21 2006
lm
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101687
NO: 06-1064-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK
vs.

DEFENDANT: THOMAS M. GIRARDI and MARGARET A. GIRARDI

SHERIFF RETURN

NOW, July 18, 2006 AT 2:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARGARET A. GIRARDI DEFENDANT AT T.L. Subdivision, Sec 1 Lot 170-A (Bay Rd.), DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARGARET GIRARDI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101687
NO: 06-1064-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTY NATIONAL BANK

vs.

DEFENDANT: THOMAS M. GIRARDI and MARGARET A. GIRARDI

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CNB	333991	20.00
SHERIFF HAWKINS	CNB	333991	40.91

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Chester A. Hawkins
by Marilyn Hays
Chester A. Hawkins
Sheriff

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

COUNTY NATIONAL BANK :
Plaintiff :
vs. : 2006-1064-CD
THOMAS M. GIRARDI and :
MARGARET A. GIRARDI, :
Defendants :
:

FILED *Piff 20.00*
09:55 AM SEP 07 2006 *Notice to*
Def. Atty
William A. Shaw *Statement*
Prothonotary/Clerk of Courts *to*
Atty
CR

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on August 8, 2006, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendants. Attached hereto and incorporated herein is a true and correct copy of said Notice.

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

Thomas M. Girardi	Margaret A. Girardi
1369 Treasure Lake	1369 Treasure Lake
DuBois, PA 15801	DuBois, PA 15801

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 **\$6,798.07** plus interest and costs of suit.

a)	Balance	\$6,509.59
b)	Interest Due to 06/20/06	\$ 117.98
c)	Interest accruing after 6/20/06 at \$1.8726218 per day (to be added)	\$ _____
d)	Late charges	\$ 140.00
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____

g)	Attorney's commission of amounts reasonably and actually incurred	\$_____
	PRELIMINARY TOTAL	\$6,798.07
	Prothonotary Costs	\$_____
	FINAL TOTAL	\$

Respectfully submitted:



Date: August 24, 2006

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

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

COUNTY NATIONAL BANK :
Plaintiff :
vs. : 2006-1064-CD

THOMAS M. GIRARDI and :
MARGARET A. GIRARDI, :
Defendants :
:

TO: THOMAS M. GIRARDI MARGARET A. GIRARDI
1369 Treasure Lake 1369 Treasure Lake
DuBois, PA 15801 DuBois, PA 15801

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 AUGUST 21, 2006.

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

Date: August 8, 2006



Peter F. Smith
Attorney for Plaintiff

cc: Brian P. Soltys, County National Bank

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

FILED
COPY

COUNTY NATIONAL BANK
Plaintiff

vs. : 2006-1064-CD

THOMAS M. GIRARDI and
MARGARET A. GIRARDI,
Defendants

Notice is given that a judgment has been entered of record in Clearfield County against THOMAS M. GIRARDI AND MARGARET A. GIRARDI, Defendants, and in favor of the Plaintiff in the amount of **\$6,798.07**, plus interest and costs.

Prothonotary

By Willie L. Burch 9/17/06 Deputy

Rule of Civil Procedure No. 236

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

 COPY

County National Bank
Plaintiff(s)

No.: 2006-01064-CD

Real Debt: \$6,798.07

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Thomas M. Girardi
Margaret A. Girardi
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 7, 2006

Expires: September 7, 2011

Certified from the record this 7th day of September, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

COUNTY NATIONAL BANK :
Plaintiff :
vs. : 2006-1064-CD
THOMAS M. GIRARDI and :
MARGARET A. GIRARDI, :
Defendants :
:

FILED PHF pd.
10:47 AM 20.00
SEP 07 2006 1CC 6
William A. Shaw Writs to
Prothonotary/Clerk of Courts Shff
6A

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:

**Thomas M. Girardi
Margaret A. Girardi**

2. Property owned by the Defendants as follows:

The parcel of real estate subject to this action is known as Lot No. 170A, Section No. 1 in the Treasure Lake Subdivision, DuBois, PA and is also identified as Clearfield County Tax Map Number 128-D2-1-170A-21. It consists of a lot and a one-story frame house with attached two-car garage and is more particularly described as follows:

ALL that certain tract of land designated as Section 1, Lot 170A, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Thomas M. Girardi and Margaret A. Girardi by deed dated December 2, 1998 and recorded at Clearfield County Instrument Number 199800926.

3. Amounts Due:

a)	Balance	\$6,509.59
b)	Interest Due to 06/20/06	\$ 117.98
c)	Interest accruing after 6/20/06 at \$1.8726218 per day (to be added)	\$ _____
d)	Late charges	\$ 140.00
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
PRELIMINARY TOTAL		\$6,798.07
Prothonotary Costs		\$ <u>125.00</u>
FINAL TOTAL		\$

Dated: August 24, 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	:
	:
vs.	2006-1064-CD
	:
THOMAS M. GIRARDI and	:
MARGARET A. GIRARDI,	:
Defendants	:
	:

CERTIFICATE OF ADDRESS

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

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

Defendants: Thomas M. Girardi
Margaret A. Girardi
1369 Treasure Lake
DuBois, PA 15801

Date: August 24, 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

vs.

2006-1064-CD

THOMAS M. GIRARDI and
MARGARET A. GIRARDI,
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

vs.

2006-1064-CD

THOMAS M. GIRARDI and
MARGARET A. GIRARDI,
Defendants

copy

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 is known as Lot No. 170A, Section No. 1 in the Treasure Lake Subdivision, DuBois, PA and is also identified as Clearfield County Tax Map Number 128-D2-1-170A-21. It consists of a lot and a one-story frame house with attached two-car garage and is more particularly described as follows:

ALL that certain tract of land designated as Section 1, Lot 170A, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Thomas M. Girardi and Margaret A. Girardi by deed dated December 2, 1998 and recorded at Clearfield County Instrument Number 199800926.

2. Amounts Due:

a)	Balance	\$6,509.59
b)	Interest Due to 06/20/06	\$ 117.98
c)	Interest accruing after 6/20/06 at \$1.8726218 per day (to be added)	\$ _____
d)	Late charges	\$ 140.00
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____
PRELIMINARY TOTAL		\$6,798.07
Prothonotary Costs		\$ 125.00
FINAL TOTAL		\$

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

Prothonotary

By: Willie L. Hay 9/17/06
Deputy

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

COUNTY NATIONAL BANK

Plaintiff

vs.

2006-1064-CD

THOMAS M. GIRARDI and
MARGARET A. GIRARDI,
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 :
vs. : 2006-1064-CD
: :
THOMAS M. GIRARDI and :
MARGARET A. GIRARDI, :
Defendants :
: :
: :

FILED NO
m 19:54/01
SEP 07 2006
©

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:

Thomas M. Girardi	Margaret A. Girardi
1369 Treasure Lake	1369 Treasure Lake
DuBois, PA 15801	DuBois, PA 15801

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	CSB Bank
P.O. Box 42	P. O. Box 29
One South Second Street	Curwensville, PA 16833
Clearfield, PA 16830	

Stanley Rummel, Jr.
P. O. Box 953
Leesburg, VA 28178

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 East Market Street
Clearfield, PA 16830

Treasure Lake Property Owners Association
13 Treasure Lake
DuBois, PA 15801

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:

Total Environmental Solutions, Inc.
487 Treasure Lake
DuBois, PA 15801

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: August 24, 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 :
vs. : 2006-1064-CD
THOMAS M. GIRARDI and :
MARGARET A. GIRARDI, :
Defendants :
:

FILED NO
010861
OCT 20 2006
S

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney 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 U.S. 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 October 11, 2006, 2006:

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

CERTIFIED AND
U.S. FIRST CLASS MAIL
Thomas M. Girardi
1369 Treasure Lake
DuBois, PA 15801

CSB Bank
P. O. Box 29
Curwensville, PA 16833

Total Environmental Solutions, Inc.
487 Treasure Lake
DuBois, PA 15801

CERTIFIED AND
U.S. FIRST CLASS MAIL
Margaret A. Girardi
1369 Treasure Lake
DuBois, PA 15801

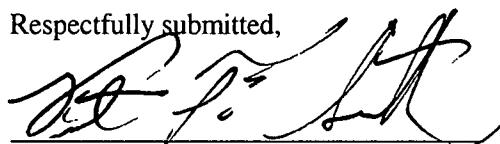
Clearfield County Tax Claim Bureau
Clearfield County Courthouse Annex
230 E. Market Street, Suite 121
Clearfield, PA 16830

Stanley Rummel, Jr.
P. O. Box 953
Leesburg, VA 28178

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

Treasure Lake Prop. Owners Assoc.
13 Treasure Lake
DuBois, PA 15801

Respectfully submitted,



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

Date: 10/11/06
Sworn to and subscribed before me this
11th day of October, 2006.

Harry A. Bressler
Notary Public

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

EXHIBIT A - ATTACHMENT TO CERTIFICATE OF SERVICE (3 pages)
 County National Bank v. Thomas M. Girardi and Margaret A. Girardi
 Clearfield County No. 2006-1064-CD

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:

Thomas M. Girardi
 1369 Treasure Lake
 DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Tom Girardi

Agent
 Addressee

B. Received by (Printed Name)

Tom Girardi 10/16/06

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

(Transfer from s

7005 0390 0003 7230 5271

102595-02-M-154

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:

Margaret A. Girardi
 1369 Treasure Lake
 DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Tom Girardi

Agent
 Addressee

B. Received by (Printed Name)

Tom Girardi 10/16/06

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

(Transfer from service la

7005 0390 0003 7228 0097

102595-02-M-154

PS Form 3811, February 2004

Domestic Return Receipt

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	\$ 0.37
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 4.64

Sent To Margaret A. Girardi
 Street, Apt. No.: 1369 Treasure Lake
 or PO Box No.
 City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

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	\$ 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

Sent To Thomas M. Girardi
 Street, Apt. No.: 1369 Treasure Lake
 or PO Box No.
 City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

EXHIBIT A - ATTACHMENT TO CERTIFICATE OF SERVICE (3 pages)
County National Bank v. Thomas M. Girardi and Margaret A. Girardi
Clearfield County No. 2006-1064-CD

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>PETER F SMITH, ATTORNEY</u>	
<u>P O BOX 130</u>	
<u>CLEARFIELD PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>THOMAS M GIRARDI</u>	
<u>1369 TREASURE LAKE</u>	
<u>DUBOIS PA 15801</u>	

PS Form 3817-10-0000

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>PETER F SMITH, ATTORNEY</u> <u>P O BOX 130</u> <u>CLEARFIELD, PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>MARGARET A GIRARDI</u> <u>1369 TREASURE LAKE</u> <u>DUBOIS PA 15801</u>	

PS Form 3817, January 2001

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:	
<u>PETER F SMITH, ATTORNEY</u> <u>P O BOX 130</u> <u>CLEARFIELD PA 16830</u>	
<hr/> One piece of ordinary mail addressed to: <u>ATTN: BRIAN P SOLTYS</u> <u>COUNTY NATIONAL BANK</u> <u>P O BOX 42</u> <u>CLEARFIELD PA 16830</u> <hr/>	

PS Form 3817, January 2001

<p>U.S. POSTAGE PAID CLEARFIELD, PA 16830 AMOUNT \$0.95 000582233-03</p> <p>UNITED STATES POSTAL SERVICE</p> <p>UUUU</p>		<p>U.S. POSTAGE PAID CLEARFIELD, PA 16830 AMOUNT \$0.95 000582233-03</p> <p>UNITED STATES POSTAL SERVICE</p> <p>UUUU</p>		<p>U.S. POSTAGE PAID CLEARFIELD, PA 16830 AMOUNT \$0.95 000582233-03</p> <p>UNITED STATES POSTAL SERVICE</p> <p>UUUU</p>	
<p>CERTIFICATE OF MAILING</p> <p>MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER</p>					
<p>Received From:</p> <p><u>PETER F SMITH, ATTORNEY</u> <u>P O BOX 130</u> <u>CLEARFIELD PA 16830</u></p>		<p>Received From:</p> <p><u>PETER F SMITH, ATTORNEY</u> <u>P O BOX 130</u> <u>CLEARFIELD PA 16830</u></p>		<p>Received From:</p> <p><u>TOTAL ENVIRONMENTAL SOLUTIONS, INC.</u> <u>487. TREASURE LAKE</u> <u>DUBOIS PA 15801</u></p>	
<p>One piece of ordinary mail addressed to:</p> <p><u>TREASURE LAKE PROPERTY OWNERS ASSOC.</u> <u>13 TREASURE LAKE</u> <u>DUBOIS PA 15801</u></p>					
<p>PS Form 3817, January 2001</p>					

PS-Form 3817, January 2001

EXHIBIT A - ATTACHMENT TO CERTIFICATE OF SERVICE (3 pages)
 County National Bank v. Thomas M. Girardi and Margaret A. Girardi
 Clearfield County No. 2006-1064-CD

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<u>PETER F SMITH, ATTORNEY</u> <u>P O BOX 130</u> <u>CLEARFIELD PA 16830</u>			
One piece of ordinary mail addressed to:			
<u>CLEARFIELD COUNTY TAX CLAIM BUREAU</u> <u>CLEARFIELD COUNTY COURTHOUSE ANNE</u> <u>230 EAST MARKET STREET SUITE 121</u> <u>CLEARFIELD PA 16830</u>			

PS Form 3817, January 2001

U.S. POSTAGE
 PAID
 CLEARFIELD, PA
 16830
 N.C.T. 11-16
 AMOUNT
\$0.95
 00068283-03



UUUU

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<u>PETER F SMITH, ATTORNEY</u> <u>P O BOX 130</u> <u>CLEARFIELD PA 16830</u>			
One piece of ordinary mail addressed to:			
<u>CSB BANK</u> <u>P O BOX 29</u> <u>CURWENSVILLE PA 16833</u>			

PS Form 3817, January 2001

U.S. POSTAGE
 PAID
 CLEARFIELD, PA
 16830
 N.C.T. 11-16
 AMOUNT
\$0.95
 00068283-03



UUUU

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<u>PETER F SMITH, ATTORNEY</u> <u>P O BOX 130</u> <u>CLEARFIELD PA 16830</u>			
One piece of ordinary mail addressed to:			
<u>STANLEY RUMMEL JR</u> <u>P O BOX 953</u> <u>LEESBURG VA 20178</u>			

PS Form 3817, January 2001

U.S. POSTAGE
 PAID
 CLEARFIELD, PA
 16830
 N.C.T. 11-16
 AMOUNT
\$0.95
 00068283-03



UUUU

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

THOMAS M. GIRARDI and
MARGARET A. GIRARDI,
Defendants

2006-1064-CD

FILED
02-42-BAL
MAR 27 2007

60
William A. Shaw
Prothonotary/Clerk of Courts
No CC
Copy to Sheriff
Cert. of Disc. to
Atty Smith

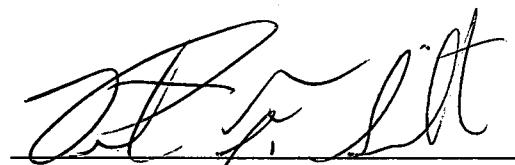
PRAECIPE TO DISCONTINUE

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

Dear Prothonotary and Sheriff of Clearfield County:

I appear as counsel for the Plaintiff in the above-captioned matter, and request that you DISCONTINUE the Writ of Execution in this matter and mark this case DISCONTINUED and SETTLED. I further request the Sheriff to return the Writ of Execution to the Prothonotary and refund any excess costs.

Respectfully submitted,



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

Date: March 27, 2007

cc: Brian P. Soltys, County National Bank
Thomas M. Girardi and Margaret A. Girardi

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

County National Bank

Vs.

No. 2006-01064-CD

Thomas M. Girardi
Margaret A. Girardi

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 27, 2007, marked:

Discontinued and Settled

Record costs in the sum of \$125.00 have been paid in full by County National Bank.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of March A.D. 2007.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20440
NO: 06-1064-CD

PLAINTIFF: COUNTY NATIONAL BANK

VS.

DEFENDANT: THOMAS M. GIRARDI AND MARGARET A. GIRARDI

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/07/2006

LEVY TAKEN 10/05/2006 @ 10:33 AM

POSTED 10/05/2006 @ 10:33 AM

SALE HELD

SOLD TO

WRIT RETURNED 04/17/2007

DATE DEED FILED **NOT SOLD**

FILED

07/31/07
APR 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

10/05/2006 @ 10:33 AM SERVED THOMAS M. GIRARDI

SERVED THOMAS M. GIRARDI, DEFENDANT, AT HIS RESIDENCE LOT 170A, SECT 1 (BAY ROAD) TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RITA CANTON, MOTHER-IN-LAW/ADULT AT RESIDENCE

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

10/05/2006 @ 10:33 AM SERVED MARGARET A. GIRARDI

SERVED MARGARET A. GIRARDI, DEFENDANT, AT HER RESIDENCE LOT 170A, SECT. 1 (BAY ROAD) TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RITA CANTON, MOTHER/ADULT AT RESIDENCE

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.

@ SERVED

NOW, NOVEMBER 29, 2006 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR DECEMBER 1, 2006 DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, MARCH 27, 2007 RECEIVED A COPY OF THE PRAECIPE TO DISCONTINUE FROM THE PLAINTIFF'S ATTORNEY REQUESTING THE WRIT OF EXECUTION BE DISCONTINUED AND MARKED DISCONTINUED AND SETTLED.

@ SERVED

NOW, APRIL 17, 2007 RETURN THE WRIT AS DISCONTINUED AND SETTLED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20440
NO: 06-1064-CD

PLAINTIFF: COUNTY NATIONAL BANK

VS.

DEFENDANT: THOMAS M. GIRARDI AND MARGARET A. GIRARDI

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$203.50

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
By: Amherst Butler, Deafened
Chester A. Hawkins
Sheriff

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

COUNTY NATIONAL BANK

Plaintiff

vs.

2006-1064-CD

THOMAS M. GIRARDI and
MARGARET A. GIRARDI,
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 :
vs. : 2006-1064-CD
THOMAS M. GIRARDI and :
MARGARET A. GIRARDI, :
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 is known as Lot No. 170A, Section No. 1 in the Treasure Lake Subdivision, DuBois, PA and is also identified as Clearfield County Tax Map Number 128-D2-1-170A-21. It consists of a lot and a one-story frame house with attached two-car garage and is more particularly described as follows:

ALL that certain tract of land designated as Section 1, Lot 170A, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

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1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
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4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Thomas M. Girardi and Margaret A. Girardi by deed dated December 2, 1998 and recorded at Clearfield County Instrument Number 199800926.

2. Amounts Due:

a)	Balance	\$6,509.59
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PRELIMINARY TOTAL		\$6,798.07
Prothonotary Costs		\$ <u>125.00</u>
FINAL TOTAL		\$

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

Prothonotary

By: Willie L. Shan ^{BA} 9/1/06
Deputy

Received September 7, 2006 @ 3:30 P.M.
Chesler A. Steinkin
In Committee Better-Authority

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

COUNTY NATIONAL BANK

Plaintiff

vs.

2006-1064-CD

THOMAS M. GIRARDI and
MARGARET A. GIRARDI,

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

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME THOMAS M. GIRARDI

NO. 06-1064-CD

NOW, April 17, 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 , I exposed the within described real estate of Thomas M. Girardi And Margaret A. Girardi to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	6,509.59
MILEAGE	15.00	INTEREST @	0.00
LEVY	16.91	FROM TO	
MILEAGE	15.00	ATTORNEY FEES	
POSTING	16.91	PROTH SATISFACTION	
CSDS	15.00	LATE CHARGES AND FEES	140.00
COMMISSION	10.00	COST OF SUIT-TO BE ADDED	
POSTAGE	0.00	FORECLOSURE FEES	
HANDBILLS	4.68	ATTORNEY COMMISSION	
DISTRIBUTION	15.00	REFUND OF ADVANCE	
ADVERTISING	25.00	REFUND OF SURCHARGE	40.00
ADD'L SERVICE	15.00	SATISFACTION FEE	30.50
DEED	15.00	ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	117.98
ADD'L LEVY		MISCELLANEOUS	
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$6,838.07
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	882.30
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$203.50	LIEN SEARCH	
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	203.50
REGISTER & RECORDER		LEGAL JOURNAL COSTS	180.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	125.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,390.80

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

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

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

E-mail
pfsatty@uplink.net

November 29, 2006

HAND DELIVER
Cindy Aughenbaugh
Clearfield County Sheriff's Office
Clearfield County Courthouse
Clearfield, PA 16830

RE: CNB v. Girardi

Dear Cindy:

Attorney Earl Lees faxed me proof that Mr. Girardi has filed personal bankruptcy. Therefore the sheriff sale of his property scheduled for this Friday, December 1, 2006 at 10:00 a.m. is stayed.

Sincerely,



Peter F. Smith

PFS/jac

cc: Brian P. Soltys, CNB
Earle D. Lees, Jr. Esquire

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THOMAS M. GIRARDI and
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Defendants

FIXED
MAR 27 2007
C William A. Shaw
Prothonotary/Clerk of Courts
No CC

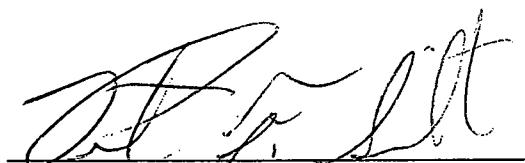
PRAECIPE TO DISCONTINUE

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

Dear Prothonotary and Sheriff of Clearfield County:

I appear as counsel for the Plaintiff in the above-captioned matter, and request that you DISCONTINUE the Writ of Execution in this matter and mark this case DISCONTINUED and SETTLED. I further request the Sheriff to return the Writ of Execution to the Prothonotary and refund any excess costs.

Respectfully submitted,



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

Date: March 27, 2007

cc: Brian P. Soltys, County National Bank
Thomas M. Girardi and Margaret A. Girardi