07-1221-CD
CNB Bank vs Ricaardo Girardi

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

CNB BANK, Plaintiff	:	No. 2007- 1221 -CD
	:	Type of Case: **FORECLOSURE**
vs.	:	
RICARDO GIRARDI Defendant	:	Type of Pleading: **COMPLAINT**
	:	Filed on Behalf of: **PLAINTIFF**
	:	Attorney for this party: **Peter F. Smith, Esquire** Supreme Court No. 34291 30 South Second Street P.O. Box 130 Clearfield, PA 16830 (814) 765-5595

FILED Pltff pd. 85.00
10:50 AM
JUL 31 2007 1cc Sheriff
William A. Shaw 1cc Atty
Prothonotary/Clerk of Courts

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

CNB BANK, Plaintiff	:	No. 2007- -CD
vs.	:	
RICARDO GIRARDI Defendant	:	

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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CNB BANK, Plaintiff	:	No. 2007- -CD
vs.	:	
RICARDO GIRARDI Defendant	:	

COMPLAINT TO FORECLOSE MORTGAGE

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

1. The Plaintiff is **CNB BANK**, formerly known as County National Bank, a state banking institution organized under the laws of Pennsylvania, with its principal business office of One South Second Street, P.O. Box 42 Clearfield, Pennsylvania, 16830. CNB Bank is the successor in interest to County National Bank, the original lender of the loan upon which this action is brought. County National Bank converted to a state bank by Articles of Conversion which have been filed with the Pennsylvania Department of Banking and which became effective at 12:01 a.m. December 30, 2006. A Certificate of Conversion has been filed with the Clearfield County Recorder of Deeds on January 18, 2007 at Clearfield County Instrument Number 200700792 (hereinafter "CNB").

2. The name of the Defendant is **RICARDO GIRARDI**, whose last known address is 222 Ridge Avenue, Curwensville, (Clearfield County), Pennsylvania 16833.

3. The parcel of real estate subject to this action consists of a ranch house with attached 28' x 48' garage on 2 acres known as 180 Greenwood Drive, Curwensville, Pennsylvania 16833 and also identified by Clearfield County Tax Map

No. 126-H09-000-003.1 and is more particularly described as follows:

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

BEGINNING at an iron pin, said iron pin being located in the center of Penna. Legislative Route 17115; thence along lands of Elbert and Jean Harshberger, South 83° 12' East 684.75 feet to an iron pin, said iron pin being the southeast corner of Harshberger lands; thence along land of Max D. Irwin South 7° 00' West 127.3 feet to an iron pin; thence continuing along land of Max D. Irwin North 83° 12' West 684.75 feet to an iron pin, said iron pin being located in the center of State Highway Route 17115; thence along the center line of Route 17115 North 7° 00' East 127.3 feet to the iron pin and place of beginning. Containing 2 acres.

EXCEPTING and RESERVING from the above conveyance any and all estates, rights and privileges specifically set forth in prior deeds, reference being thereunto had will more fully and at large appear.

BEING the same premise conveyed to Ricardo Girardi by deed dated May 1, 1981 and recorded in Clearfield County Record Book 812, page 39.

The mortgage, which is attached as Exhibit A hereto, incorrectly states the Tax Parcel Number. The mortgage in fact states the County Controller Number associated with this parcel. The Exhibit attached to the mortgage which contains the property's description makes reference to a Deed at 750, Page 444. That is an earlier deed by which Ricardo Girardi, defendant herein, obtained title to the subject premises with his former wife. The parties were subsequently divorced. Mr. Girardi became the sole owner by deed in Book 812, Page 39.

4. The Defendant mortgaged the property described above to CNB Bank, Plaintiff, by instrument dated April 18, 2006, for principal debt of $20,000.00, together with interest. Said mortgage was recorded at Clearfield County Instrument Number 200606423. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Note in favor of CNB Bank together with the foregoing mortgage evidencing his personal obligation to pay the $20,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

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

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

9. On or about April, 2007, the Defendant failed to make the monthly accrued interest payments, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by the Defendant to Plaintiff in reduction of this mortgage, there is a total past due of $462.17 as of July 11, 2007.

11. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.

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

13. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of July 11, 2007, are as follows:

a)	Balance	$19,289.76
b)	Late Charge	$ 15.41
c)	Interest Due to 07/11/07	$ 561.70
d)	Interest accruing after 07/11/07 at $5.2243100 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Attorney's fees	$_____
g)	Satisfaction Fee	$ 30.50
	PRELIMINARY TOTAL	$19,897.37
	FINAL TOTAL	**$**

14. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., Plaintiff sent a letter to the Defendant by Certified Mail and by U.S. First Class Mail Postage Prepaid on May 25, 2007, at his last known address advising him of him default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

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

16. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendant has

asserted his rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 13 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 7/30/07

Peter F. Smith
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

DAVID W. OGDEN, being duly sworn according to law, deposes and says that he is the Vice President for CNB 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 V.P.
David W. Ogden
Vice President

SWORN TO AND SUBSCRIBED
before me this 25th day of
July, 2007.

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

***RETURN DOCUMENT TO:**
COUNTY NATIONAL BANK

Instrument Number - 200606423
Recorded On 4/28/2006 At 11:48:51 AM
*** Instrument Type - MORTGAGE**
*** Total Pages - 4**
Invoice Number - 147583
*** Mortgagor - GIRARDI, RICARDO**
*** Mortgagee - COUNTY NATIONAL BANK**
*** Customer - COUNTY NATIONAL BANK**

*** FEES**

STATE WRIT TAX	$0.50
JCS/ACCESS TO JUSTICE	$10.00
RECORDING FEES - RECORDER	$13.00
RECORDER IMPROVEMENT FUND	$3.00
COUNTY IMPROVEMENT FUND	$2.00
TOTAL	$28.50

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.**

"EXHIBIT A"

MORTGAGE

THIS MORTGAGE, dated APRIL 18 2006

is between the mortgagor(s), RICARDO GIRARDI

of 222 RIDGE AVENUE, CURWENSVILLE, PA 16833

a n Individual organized and existing under the laws of the State of Pennsylvania
(corporation/partnership/proprietorship/individual)

(and whether one or more persons, jointly and severally obligated and called "Owner"), and the mortgagee,
COUNTY NATIONAL BANK, P.O. Box 42, Clearfield, Pennsylvania 16830-0042 (called "Lender").

As used in this Mortgage,
shall be called "Debtor." If no person is named as Debtor, however, any reference to "Debtor" in this Mortgage shall refer only to Owner.

A. **THE PROPERTY:** FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, as security for the prompt payment and performance of all Obligations (as defined below in Paragraph B), Owner grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, all of Owner's right, title and interest in the real property described in Schedule "A" (called the "Property"), which is attached to and made a part of this Mortgage, together with all present and future buildings, improvements, additions and fixtures, and all alleys, passageways, easements, rights (including mineral and water rights), liberties, privileges, hereditaments and appurtenances, and all reversions, remainders, rents, royalties, issues and profits, now or later accruing or pertaining to the Property. The Property is commonly known as RR Ridge Avenue, Curwensville, Pike Township, Clearfield County, Pennsylvania, Tax Parcel # 126-0-92317,Deed Book: 812 Page:39
with Uniform Parcel Identifier (i.e., Tax Parcel Number): 126-0-92317 --See Attached "Exhibit A"

B. **OBLIGATIONS SECURED BY THIS MORTGAGE.** As used in this Mortgage, "Obligations" means any and all of the following:

1. the liabilities and obligations of Debtor and/or Owner to Lender arising out of a ☒ note; ☐ surety agreement; ☐ other (describe) _____; dated February 19, 2003, in the amount of Twenty Thousand and 00/100 ---------- Dollars ($20,000.00), (called the "Instrument"), plus interest and costs as provided therein, and/or any modifications or extensions and any other instrument or agreement that may be substituted therefor;
2. all other existing and future liabilities and obligations of Debtor and/or Owner, or any of them, to Lender, whether arising from this or any other transaction, or of the same or different kinds or classes of indebtedness; and
3. full and complete performance by Owner of all warranties and representations, covenants and agreements and other obligations under this Mortgage.

C. **WARRANTIES AND REPRESENTATIONS:** Until the Obligations are paid and performed in full, Owner warrants and represents as follows:

1. **Purchase Money Mortgage:** ☐ If checked, this is a Purchase Money Mortgage and the proceeds of the Instrument will be utilized by Owner primarily to purchase the Property.
2. **Payments:** All payments on or secured by the Instrument will be made when and where due, including payments due by acceleration of maturity or on demand. All Obligations will be paid promptly and performed in full in accordance with their terms.
3. **Title:** Owner has fee simple title to the Property and the right to mortgage the Property. Owner will defend Owner's title against any person claiming any right in the Property prior to or superior to the lien of this Mortgage.
4. **Hazardous Conditions and Substances:** While Owner has been in possession of the Property, there has been no use, manufacture, storage, treatment, disposal or release of any hazardous substance or waste on, under or about the Property, nor is Owner aware of the existence of any such activities occuring on the Property prior to Owner's possession of the Property, which activities have not previously been disclosed in writing to Lender. Neither Owner nor the Property is the subject of pending or threatened litigation or regulatory proceedings regarding any hazardous substances or waste, or other activities conducted on or about the Property, which have not previously been disclosed in writing to Lender. As used in this Mortgage, "hazardous substance or waste" means any substance which does not occur naturally on the Property and which, if released into the environment, could or would pose a real and substantial threat to the public health, safety and welfare.

D. **COVENANTS AND AGREEMENTS:** Until the Obligations are paid and performed in full, Owner covenants and agrees as follows:

1. **Insurance:** Owner will maintain insurance on the Property of such kinds, in such amounts, with such companies and with such mortgagee or loss-payable clauses as are satisfactory to Lender. At Lender's request, Owner will promptly provide evidence of such policies, including paid receipts, to Lender. Owner shall not engage in nor permit any lessee of all or any part of the Property to engage in any activity on the Property which, if resulting in loss or damage to the Property, would not be covered by such insurance. Owner shall notify Lender of any loss or damage to the Property, submit to such insurers a proof or proofs of loss, and apply the proceeds of any such insurance to the repair of the Property or to reduce the outstanding balance of the Obligations, at Lender's election. Lender is hereby authorized, without notice to Owner, to file such proof or proofs of loss on behalf of Owner, if Owner fails or refuses to do so, and to sign Owner's name to any check, draft or other instrument in payment of insurance proceeds.
2. **Taxes:** Owner will pay all taxes, assessments, ground rents and governmental charges when they come due, and all other charges of any kind which are levied on the Property at any time and which, if unpaid, would result in a lien or other security interest in the Property superior to that of Lender's. Owner will deliver to Lender, on request, all receipts evidencing such payments. Neither Debtor nor Owner will claim a credit under the Instrument or this Mortgage for such payments.
3. **Use, Condition and Repair:** Owner will maintain the Property in good repair, order and condition. Owner will not commit nor permit any strip, waste, nuisance, impairment or deterioration of the Property. Lender's representatives may inspect the Property at any reasonable time or times. Owner will not bring nor permit any lessee of all or part of the Property to bring any hazardous substance or waste onto the Property, for storage, processing, distillation, treatment, manufacturing, disposal, release or any other purpose, unless with Lender's prior specific written approval. Owner will comply with all applicable laws, regulations and ordinances, federal, state and local, relating to the use and possession of the Property.
4. **Escrow:** At Lender's written request, Lender will be paid, with each payment of Principal or Interest on the Instrument, an additional sum equal to one-twelfth of the aggregate annual amount which will become due for the payment of all taxes to be levied and assessed on the Property, land, water and sewer rents, and any insurance required to be placed on the Property, as reasonably estimated initially and from time to time by Lender. If the sums held by Lender shall not be sufficient to pay such charges as they fall due, any deficiency shall be paid within 15 days from the date notice is mailed by Lender to Owner. All sums so deposited may be commingled with other funds held by Lender, shall NOT be held in trust for Owner, shall NOT bear interest, and are pledged as additional security for the sums secured by this Mortgage.
5. **Transfers:** Owner will not sell, assign or transfer the Property or any portion thereof, voluntarily or involuntarily, to any other person, nor grant anyone rights in the Property, without Lender's prior written consent. If the Property has been leased in whole or in part, Owner will comply with the provisions of such leases, but Owner will not collect more than one month's rent, exclusive of any security deposit for non-payment of rentals or damage to the Property, in advance.
6. **Judgments:** Owner assigns all judgments or awards for damage to the Property, or otherwise, in their entirety, to Lender, and Lender may apply the same to the Obligations secured by this Mortgage. Lender is authorized by Owner to institute or defend such actions and to appeal from any such judgments. If all or any part of the Property is subject to condemnation by any public authority, any award granted in such proceedings shall be paid to Lender as its interest shall then appear.
7. **Assignments:** Owner will not assign the rents, profits or income from the Property without first obtaining the written consent of Lender.
8. **Suits:** Owner shall not permit any action to enforce any other lien or claim against the Property prior to the lien of this Mortgage to be commenced and not discontinued and withdrawn within 10 days.
9. **Restrictions:** Owner shall comply with all restrictions or governmental regulations affecting the use, title or possession of the Property, and shall not make use of the Property or engage in any activity as a result of which the Property may be forfeited to any person.

E. **EVENTS OF DEFAULT.** Each of the following shall constitute an "Event of Default" under this Mortgage:

1. Debtor and/or Owner fails to make any payment on the Instrument as and when due or on demand;
2. Debtor and/or Owner fails to pay or perform any of the Obligations as and when due; or
3. Any warranty or representation or covenant or agreement contained in this Mortgage, in the Instrument, or in any document or instrument evidencing any of the Obligations, is breached.

F. **REMEDIES.** On the occurrence of any Event of Default, Lender may do any or all of the following:

1. At its sole discretion, cure the Event of Default and add the costs of such cure to the principal sum then due on the Obligations. Lender may charge interest on such payment, from the date of such payment, at a rate equal to the greater of 15% per annum or the rate provided in the Instrument.
2. On providing any timely notice of default and of Owner's right to cure the default as may then be provided by law, and failing appropriate and timely cure by Owner, accelerate and declare immediately due and payable all amounts due under the Instrument and under any or all of the Obligations.
3. Refer this Mortgage to an attorney for collection and/or to foreclose on the Property, or to take such other action at law or in equity for the enforcement of this Mortgage as the law may allow, for the entire unpaid balance thereof, together with Lender's costs in curing any Event of Default, with interest thereon at the greater of 15% per annum or the rate charged on the Instrument, and all costs of suit and Lender's reasonable attorneys' fees.

4. Enter into possession of the Property, with or without legal action, and collect all rents, issues, profits and insurance proceeds which Owner hereby assigns to Lender as additional security for the Obligations.

5. At its sole discretion, lease and, at any time and from time to time, on 10 days prior written notice to Owner, which notice Owner acknowledges is commercially reasonable, sell or otherwise dispose of the Property, in whole or in part.

6. After deducting all costs of collection, apply the rents, issues, profits and proceeds of sale of the Property to the payment of taxes, water and sewer rents, insurance premiums and all other charges, and then apply the balance to the Obligations, in such order and amounts as Lender, in Lender's sole discretion, may elect.

G. **WAIVERS.** Owner hereby waives and releases all benefit and relief from any and all appraisement, stay and exemption laws of any state now in force or hereafter passed, either for the benefit or relief of Owner, or limiting the balance due to a sum not in excess of the amount actually paid by a purchaser of the Property at a sale thereof in any judicial proceedings on this Mortgage, or exempting the Property or any other real property or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or any process.

H. **CONSENT.** Owner hereby consents: to the extension of the time for payment of the Instrument, this Mortgage or any Obligations; to any compromise or settlement with Debtor or any Owner; to any waiver or failure by Lender to enforce any rights against any person or property; or to any other action which might or could release Owner and/or Debtor from liability.

I. **NOTICE.** Any notice required to be given to Lender shall be personally served at Lender's address shown above. Any notice required to be given to Owner may, unless otherwise required by law, be sent by ordinary first class mail addressed to Owner's last known mailing address shown on Lender's books and records. Such notice shall be deemed received as of the next business day after mailing.

J. **RELEASE.** Lender may release any part of the Property without affecting the lien of this Mortgage on the remainder of the Property for the Obligations then remaining unpaid.

BUT ALWAYS PROVIDED, nevertheless, that if this Mortgage and the Obligations it secures are paid and performed in full in the manner provided in the Instrument and in the Obligations, then this Mortgage shall end and become void.

The rights and remedies of Lender provided in this Mortgage, in the Instrument and in the Obligations shall be cumulative and concurrent. They may be pursued singly, successively, or together against Owner and the Property, at the sole discretion of Lender. The failure of Lender to exercise any right or remedy shall not be construed as a waiver or release of that or any other right or remedy. The words "Debtor," "Owner" and "Lender" shall be deemed and construed to include their respective heirs, personal representatives, successors and assigns. If there is more than one Owner, the obligations of each shall be joint and several. This Mortgage shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. The unenforceability or invalidity of any provision of this Mortgage shall not render any other provision unenforceable or invalid.

OWNER HAS DULY EXECUTED THIS MORTGAGE under seal on the date indicated on the front.

Witness: _____

Owner: _____ (SEAL)
Ricardo Girardi

By: _____ (SEAL)

By or Attest: _____ (SEAL)
(Assistant) Secretary

(Affix Corporate Seal Here)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 18TH day of APRIL, 2006, before me, the subscriber, a notary public of the above State, personally appeared RICARDO GIRARDI, known or satisfactorily proven to me to be the person(s) whose name(s) is (are) subscribed to the above Mortgage, who acknowledged that he/she/they executed the same as his/her/their voluntary act and deed and desired it to be recorded as such, or who acknowledged himself/herself/themselves to be the (Vice) President(s) of the Owner (if a Corporation) or General Partner(s) of the Owner (if a Partnership) and that, being authorized so to do, he/she/they executed the above Mortgage as and for the act and deed of the Corporation or Partnership, as applicable, by signing the name of the Corporation or Partnership by himself/herself/themselves as (Vice) President(s) or General Partner(s) and causing the Corporation seal, if applicable, to be applied thereto, and desired it to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

Commonwealth of Pennsylvania
NOTARIAL SEAL
CYNTHIA M. PEARCE, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires March 17, 2010

Notary Public

My commission expires:

I hereby certify that the precise address of the within named Mortgagee, County National Bank

is 1 South Second Street, Clearfield, PA 16830

Officer on behalf of Mortgagee
Michael C. Sutika

MORTGAGE

Mortgagor(s)

TO

COUNTY NATIONAL BANK
Mortgagee

Recorder: Please return this Mortgage to:

COUNTY NATIONAL BANK
CREDIT ADMINISTRATION DEPARTMENT
P.O. BOX 42
CLEARFIELD, PA 16830-0042

BANCONSUMER FORM PA 183 (9/90)

Exhibit "A"

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

BEGINNING at an iron pin, said iron pin being located in the center of Penna. Legislative Route 17115; thence along lands of Elbert and Jean Harshberger, South 83° 12' East 684.75 feet to an iron pin, said iron pin being the southeast corner of Harshberger lands; thence along land of Max D. Irwin South 7° 00' West 127.3 feet to an iron pin; thence continuing along land of Max D. Irwin North 83° 12' West 684.75 feet to an iron pin, said iron pin being located in the center of State Highway Route 17115; thence along the center line of Route 17115 North 7° 00' East 127.3 feet to the iron pin and place of beginning Containing 2 acres.

EXCEPTING and RESERVING from the above conveyance any and all estates, rights and privileges specifically set forth in prior deeds, reference being thereunto had will more fully and at large appear.

BEING the same premises conveyed to the Grantors herein by deed of Julie Girardi dated November 22, 1977 and recorded in Clearfield County Deed Book 750, page 444.

COMMERCIAL LINE OF CREDIT AGREEMENT AND NOTE

NAME(S)/ADDRESS(ES) OF BORROWER(S) ("Borrower, I, My, or Me")	NAME/ADDRESS OF LENDER (CREDITOR)("Lender, You or Your")
Ricardo Girardi 1214 Old Town Rd Clearfield, PA 16830-3300	County National Bank PO Box 42 1 South Second St Clearfield, PA 16830-0042

NOTE NUMBER	DATE OF TRANSACTION	MATURITY DATE	OFFICE		
353003/8 —	02/19/2003		0000001		

For value received, on or before the Maturity Date, the undersigned Borrower promises to pay the principal amount noted above or such lesser sum as shall have been advanced by Lender to Borrower under the line of credit hereinafter described, together with interest, and any other charges, including service charges, to the order of Lender at its address noted above or holder, all in lawful money of the United States of America. The undersigned further agrees to the terms below and on page two of this Note. Words, numbers or phrases preceded by a box are applicable only if the box is checked.

PRINCIPAL AMOUNT
TWENTY THOUSAND DOLLARS AND ZERO CENTS $ 20,000.00

PAYMENT SCHEDULE:
Payments on this Line of Credit will be due as follows:
[X] interest only starting 03/19/2003 and payable [X] monthly. [ ] quarterly.
[ ]
[X] interest, principal and other charges due on Maturity Date.
[ ] other payment schedule:

INTEREST RATE:
This Line of Credit is subject to [ ] a fixed interest rate of % per annum.
[X] a variable simple interest rate, which is
[X] 1.500000 % greater than: [ ] equal to: [ ] % less than: the following Index:
Prime rate

Initial Simple Interest Rate	Present Variable Index Rate	Minimum Interest Rate	Maximum Interest Rate	Interest Rate Changes May Occur Every:
5.750 %	4.250 %	.000 %	99.999 %	Same day

Interest may be calculated on the unpaid balance for the actual days outstanding on a [ ] 365/365 Day Basis [X] Actual / 360 Day Basis
DEFAULT RATE: If in default the interest rate shall be: [ ] % per annum. [X] 6.00000 % in excess of the Index.
LATE CHARGE: If Borrower is more than 15 days late in making any payment, in addition to such payment, Borrower will pay a late charge of:
[ ] the lesser of [ ] the greater of [X] an amount equal to [ ] $ or [X] 5.00 % of the payment in default.
PAYABLE ON DEMAND: [X] Payment is due upon demand. [ ] Payment is due upon demand, but in any event, not later than Maturity Date.

TERMS/ADVANCES: This Line of Credit is:

[ ] **Obligatory:** Lender will continue to make advances under this Line of Credit unless: (a) the maximum amount on this Line of Credit is outstanding; (b) the undersigned has breached any of the promises contained in this Agreement or any other agreement noted below; (c) the undersigned makes a request for an advance after the Maturity Date noted above; (d) other:

[X] **Discretionary:** Lender may refuse to make additional advances under this Line of Credit for the following reasons: (a) the aggregated advances under this Line of Credit exceeds $ 20000.00 ; (b) other:

[X] **ADDITIONAL NOTE PROVISIONS:**
Advances shall be repaid within 365 days
Origination Fee of $100.00
UCC-1 Filing Fee of $84.00

By initialing, I acknowledge this is page 1 of 3 of the Commercial Line of Credit Agreement and Note.

RG
Initials Initials Initials Initials

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

"EXHIBIT B"

WARRANTY OF ATTORNEY/CONFESSION OF JUDGMENT

[X] **This warranty of attorney/confession of judgement may be exercised from time to time for separate sums as or after they become due. Borrower knowingly, voluntarily and intentionally waives any and all rights Borrower may have to notice and hearing under state and federal laws prior to entry of a judgement, but retains any rights to subsequent notice and hearing under Pennsylvania's rules of Civil Procedure pertaining to Confession of Judgement for Money.**

By X _____ (Seal) 2-19-03
Ricardo Girardi Date
Its

By X _____ (Seal)
Date
Its

By X _____ (Seal)
Date
Its

By X _____ (Seal)
Date
Its

Security for this Line of Credit Agreement and Note, if any, (the "Collateral") is granted pursuant to the following document(s) executed on the date(s) indicated below:

[X] Security agreement dated 02/19/2003

[ ] Mortgage, deed of trust, trust deed or security deed dated

[ ] other

ADDITIONAL PROVISIONS

Advances of principal, repayment, and readvances may be made under this Line of Credit Agreement and Note from time to time, but Lender, in its sole discretion and subject to provisions related to obligatory and discretionary advances, may refuse to make advances or readvances hereunder during any period(s) this Agreement and Note is in default. All advances made hereunder shall be charged to a loan account in Borrower's name on Lender's books, and Lender shall debit to such account the amount of each advance made, and credit to such account the amount of each repayment made by Borrower. If the Lender furnishes the Borrower with a statement of Borrower's loan account, such statement shall be deemed to be correct, accepted by, and binding upon Borrower, unless Lender receives a written statement exception from Borrower within ten (10) days after such statement has been furnished.

This Agreement and Note may be paid in full or in part at any time subject to the repayment provisions spelled out on page one hereof, without payment of any prepayment fee or penalty. All payments received shall, at the option of Lender, first be applied against accrued and unpaid interest and the balance against principal. Borrower expressly assumes all risks of loss or delay in delivery of any payment made by mail, and no course of conduct or dealing shall affect Borrower's assumption of these risks. If Lender shall determine that the effective interest rate of this Note is, or may be, usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate then permitted by law shall, at the Lender's option, become immediately due and payable.

Unless this Note is due upon demand, in which case the provisions of this paragraph shall not apply, upon the occurrence of any of the following events of default, Lender, at its option and without notice to Borrower, may declare the entire unpaid balance of this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable: (a) Borrower's failure to pay any installment of principal or interest when due; (b) any default by Borrower under any loan agreement, security agreement, mortgage or other agreement executed in connection with this Line of Credit Agreement and Note; (c) the death, dissolution or termination of existence of Borrower; (d) if Borrower is generally not paying his debts as such debts become due; (e) the commencement of any proceeding under the bankruptcy or insolvency laws by or against Borrower; (f) if any other indebtedness of Borrower to Lender or to any other creditor shall become due and remains unpaid after acceleration of the maturity or after maturity; (g) if any writ of attachment, garnishment, execution, tax lien or similar proceeding shall be issued against any property of Borrower; (h) Borrower's business shall be sold to, or merged with, any other business, individual or entity; (i) Lender, in good faith, believes the Borrower's ability to repay the Borrower's indebtedness under this Agreement, any Collateral, or the Lender's ability to resort to any Collateral, is or soon will be impaired, time being of the very essence. If there is a Default Rate shown on page one, it may be applied to all periods of time in which a default exists.

If this Line of Credit Agreement and Note is secured by a security agreement, mortgage, or loan agreement of even or previous date, it is subject to all the terms thereof. Additionally, the Lender may, upon deeming itself insecure or upon Borrower's default in payment or in the terms of this or any other agreement Borrower may have with Lender, declare

By initialing, I acknowledge this is page 2 of 3
of the Commercial Line of Credit Agreement and Note.

Initials _____ Initials _____ Initials _____ Initials _____

Compliance Systems, Inc.
800-988-8522 Fax 616-956-1868

the entire principal amount due and payable. The Borrower severally waives demand, notice, and protest and to any defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral.

If the interest rate on this Line of Credit Agreement and Note is tied to an Index stated on page one, that Index is used solely to establish a base from which the actual rate of interest payable under this Line of Credit Agreement and Note will be figured, and is not a reference to any actual rate of interest charged by any lender to any particular borrower. If the interest rate varies in accordance with a selected Index, if that index ceases to exist, Lender may substitute a similar index which will become the Index.

If this Line of Credit Agreement and Note is payable in installments, each installment payment will be due on the same day of the installment period as the day upon which payments commence, unless otherwise specified. Failure to pay this Line of Credit Agreement and Note according to specified terms shall constitute a default. If permitted by law and at Lender's option, interest up to the highest rate permitted by law may be assessed on any interest which is past due as the result of any payment not being paid when due.

The Lender shall have the right to hold or apply its own indebtedness or liability to Borrower in payment of, or to provide collateral security for the payment of this Line of Credit Agreement and Note either prior to or after Maturity Date. If legal proceedings are instituted to enforce the terms of this Line of Credit Agreement and Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney fees. If this Line of Credit Agreement and Note is secured, then upon default in payment or in the terms of this Agreement, the Lender shall have all rights of a secured party under the Uniform Commercial Code and/or other law(s) governing secured transactions.

SIGNATURES

The Borrower expressly agrees to all the provisions hereof and signifies assent thereto by the signature below.

IN WITNESS WHEREOF, the Borrower has executed this Agreement on the date and year shown below.

By X Ricardo Girardi (Seal) 2-19-03 Date
Its

By X (Seal) Date
Its

By X (Seal) Date
Its

By X (Seal) Date
Its

Compliance Systems, Inc.
800-968-8522 Fax 818-958-1868

CHANGE IN TERMS AGREEMENT

ACCOUNT NUMBER: 353003-8

NAME(S) / ADDRESS(ES) OF BORROWER ("I", "ME", "MY")	NAME(S) / ADDRESS(ES) OF LENDER ("YOU", "YOUR")
Ricardo Girardi 222 Ridge Ave. Curwensville, PA 16833-1027	County National Bank 1 S. Second Street PO Box 42 Clearfield, PA 16830-0042
DESCRIPTION OF THE EXISTING DEBT $20,000.00 Revolving Line of Credit	COLLATERAL: Odyssey Tanning Beds
("EXISTING DEBT") (Include prior modifications & Supplements.)	
DATE OF ORIGINAL AGREEMENT: 02/19/2003	DATE OF THIS AGREEMENT: 04/18/2006
PRINCIPAL BALANCE ON DATE OF ORIGINAL AGREEMENT: $ .00	PRINCIPAL BALANCE ON THE DATE OF THIS AGREEMENT: $ 19,289.76

In consideration of the promises contained in this Agreement and in the instruments evidencing the Existing Debt, and of other good and valuable consideration, the sufficiency of which is acknowledged by the execution of this Agreement, I agree as follows:

1. THE INSTRUMENT EVIDENCING THE EXISTING DEBT IS MODIFIED AND SUPPLEMENTED AS FOLLOWS:

Whereas, the Borrower has requested the Line of Credit be renewed and the Bank has agreed in consideration for a mortgage being filed on property located at RR Ridge Avenue, Curwensville, Pike Township, Clearfield County.

2. RATIFICATION AND CONTINUED VALIDITY: Except for the terms expressly modified by this Agreement, by signing this Agreement I acknowledge that I am still bound by the terms of the instruments and prior modifications, extensions, and supplements evidencing the Existing Debt as if they were fully set forth and repeated in this Agreement and that those terms will continue to bind me as provided in this Agreement and those instruments. Your consent to this Agreement does not waive Your right to strictly enforce Your rights under this Agreement or the instruments evidencing the Existing Debt. Your consent to this Agreement does not mean that You must enter into another agreement like this one in the future. You and I intend that this Agreement does not replace the Existing Debt but restates it as modified.

3. OTHERS RESPONSIBLE FOR THE DEBT: You and I intend that anyone else who is liable for the Existing Debt, including, without limitation, cosigners, guarantors, and co-borrowers, are not relieved of any obligation except as expressly relieved in this Agreement, or other writing. I agree that the that the liability of each person who signed the instruments evidencing the Existing Debt, whether primary or secondary, continues in full force and effect, even if that person does not sign this Agreement. This promise applies not only to this Agreement but also to any extension, modification, or other agreement I make with You that represents a debt which includes cosigners, guarantors, co-borrowers, and others having similar liability. I understand that this Agreement is contingent on the continued liability of each person who signed the documents evidencing the Existing Debt, whether or not that person signs this Agreement.

4. PRONOUNS AND GENDER: In this Agreement, whenever the circumstances or the context so requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa.

5. MISCELLANEOUS TERMS: I agree that if You delay or forgo enforcing Your rights under this Agreement in any particular instance, You retain the right to strictly enforce the same provision in any other instance, or later in the same instance. Every person signing this Agreement waives, to the extent allowed by law, presentment, demand, protest, and notice of dishonor. Every person signing this Agreement agrees that You may renew, extend, supplement, or otherwise modify the debt represented by this Agreement and the documents evidencing the Existing Debt without the permission of any other person who is liable, and such modification will not release or reduce the liability of any party, even if that party does not sign this Agreement.

BORROWER: Ricardo Girardi

Ricardo Girardi

LENDER: COUNTY NATIONAL BANK

BY: _____
Michael C. Sutika, Vice President

CNB BANK

May 25, 2007

CERTIFIED MAIL NUMBER:
7160 3901 9846 0711 4418
and First Class Mail

Ricardo Girardi
222 Ridge Ave.
Curwensville, PA 16833

Re: CNB Bank Delinquent Mortgage Accounts #353003-10 and 353003-8

Dear Mr. Girardi:

The Mortgages which you executed on September 29, 2003 and April 18, 2006, in favor of County National Bank, now CNB Bank, for $29,293.12 and $20,000.00, respectively, are in default. These Mortgages are recorded in Clearfield County as Instrument Number 200318502 (Note #10) and Instrument Number 200606423 (Note #8), respectively. They encumber and place a lien upon your residence known as 180 Greenwood Drive, Curwensville, Clearfield County, Pennsylvania 16833. *This physical address was obtained from the Clearfield County GIS Mapping Department. The mortgages either list your mailing address of 222 Ridge Ave. or "RR 1 Ridge Ave."*

You have failed to make the full monthly payments since March 2007 on both loans and are in default. The total amounts of default are $2,793.20, which includes $972.32 in late charges (note #10) and $462.12, which includes $7.31 in late charges (note #8).

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 CNB Bank a total of $2,793.20 (note #10), which includes delinquent payments of $1,820.88 and late charges of $972.32; and $462.12 (note #8), which includes delinquent payments of $454.81 and late charges of $7.31;*

--or--

2. *Second, you can pay these mortgages off entirely by tendering $15,980.15 (note #10), which includes a balance of $14,812.19; accrued interest through May 25, 2007 of $25.14; late charges of $972.32; a satisfaction fee of $30.50; an automatic payment cancellation fee of $50.00; and $19,813.73 (note #8), which includes a balance of $19,289.76; accrued interest through May 25, 2007 of $486.16; late charges of $7.31; and a satisfaction fee of $30.50.*

Interest will accrue at the rate of $3.5914488 a day (note #10) and $5.2243100 a day (note #8) from May 25, 2007. 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.

"EXHIBIT C"

If you chose to cure this default by either of the foregoing manners, the necessary payments should be made at the main office of CNB 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, CNB 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 $35,703.88, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by CNB Bank. If CNB Bank obtains judgment against you for those amounts, it can then execute against your residence, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, October 5, 2007**.

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.

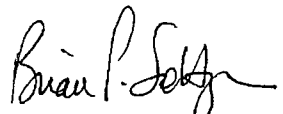
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against CNB Bank.

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.

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 25, 2007**, the bank will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



Brian P. Soltys
Credit Adjustor
Ph. 800-492-3221, ext. 201

Enclosure

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

May 25, 2007

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):	Ricardo Girardi
PROPERTY ADDRESS:	180 Greenwood Dr. Curwensville, PA 16833
LOAN ACCOUNT NUMBER:	353003-10 and 353003-8
ORIGINAL LENDER:	County National Bank
CURRENT LENDER/SERVICER :	CNB 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 EMEREGENCY 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: **180 Greenwood Drive**
Curwensville, Clearfield County, Pennsylvania 16833

IS SERIOUSLY IN DEFAULT because:

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

Loan #353003-10	**Loan #353003-8**
March 2007 - $605.44	**March 2007 - $136.13**
April 2007 - $607.72	**April 2007 - $161.95**
May 2007 - $607.72	**May 2007 - $156.73**

Other Charges (explain/itemize):

Late charges - $972.32	**Late charges - $7.31**

TOTAL AMOUNT PAST DUE:

$2,793.20 (Loan #353003-10)	**$462.12 (Loan #353003-8)**

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 **$3,255.32** 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:

CNB 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:

Name of Lender:	CNB Bank
Address:	One South Second Street; PO Box 42 Clearfield, PA 16830
Phone Number:	(814) 765-9621 or (800) 492-3221
FAX Number:	(814) 768-9998
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 THAT THREE TIMES IN ANY CALENDER 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 AGENCIES SERVING CLEARFIELD COUNTY:

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
814-238-3668
800-922-9537

CCCS of Western PA
Royal Remax Plaza
917A Logan Blvd
Altoona, PA 16602
888-511-2227

CCCS of Western PA
219A College Park Plaza
Johnstown, PA 15904
888-511-2227

Indiana County Community Action Program
827 Water St
PO Box 187
Indiana, PA 15701
724-465-2657

Keystone Economic Development Corp.
1954 Mary Grace Ln
Johnstown, PA 15901
814-535-6556

The NORCAM Group
4200 Crawford Ave.
Suite 200
Northern Cambria, PA 15714
814-948-4444

2. Article Number

7160 3901 9846 0711 4418

3. Service Type **CERTIFIED MAIL**

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

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Julie Girardi

B. Date of Delivery 5/26/07

C. Signature

X ☐ Agent ☐ Addressee

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

RICARDO GIRARDI
222 RIDGE AVE
CURWENSVILLE PA 16833

PS Form 3811, January 2005 Domestic Return Receipt

UNITED STATES POSTAL SERVICE PITTSBURGH PA 152
26 MAY 2007 PM 6 T

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

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

ATTN: B P S
CNB BANK
PO BOX 42
CLEARFIELD PA 16830-0042

"EXHIBIT D"

7160 3901 9846 0711 4418

U.S. Postal Service
Certified Mail Receipt
(Domestic Mail Only; No Insurance Coverage Provided)

BPS

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.38

Postmark Here
5-25-07

Sent To:

RICARDO GIRARDI
222 RIDGE AVE
CURWENSVILLE PA 16833

PS Form 3800, January 2005 US Postal Service Certified Mail Receipt

See Reverse for Instructions

- [illegible]
- [illegible]
- [illegible]
- [illegible] for two years
- [illegible] Priority Mail.
- [illegible] mail.
- [illegible] Certified Mail. For [illegible]
- [illegible] requested to provide proof of [illegible] and attach a Return [illegible] postage to cover the [illegible] below a fee waiver for [illegible] Certified Mail receipt is [illegible]
- [illegible] to addressee or [illegible] mailpiece with the [illegible]
- [illegible] present the arti- [illegible] Certified Mail [illegible] and mail.

[illegible] inquiry.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103051
NO: 07-1221-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CNB BANK
vs.
DEFENDANT: RICARDO GIRARDI

SHERIFF RETURN

NOW, August 03, 2007 AT 11:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICARDO GIRARDI DEFENDANT AT 180 GREENWOOD DRIVE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICARDO GIRARDI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CNB	378673	10.00
SHERIFF HAWKINS	CNB	378673	23.82

FILED
9:3:45 cm
DEC 19 2007
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2007

_____

So Answers,

Chester A. Hawkins
Sheriff

07-1222-CD
CNB Bank vs Ricardo Girardi

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

CNB BANK, Plaintiff	:	No. 2007- 1222--CD
	:	Type of Case: **FORECLOSURE**
vs.	:	
RICARDO GIRARDI Defendant	:	Type of Pleading: **COMPLAINT**
	:	Filed on Behalf of: **PLAINTIFF**
	:	Attorney for this party: **Peter F. Smith, Esquire** Supreme Court No. 34291 30 South Second Street P.O. Box 130 Clearfield, PA 16830 (814) 765-5595

FILED Aff pd 85.00
JUL 31 2007 ICC ~~Aff~~ Atty
William A. Shaw ICC Sheriff
Prothonotary/Clerk of Courts

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

CNB BANK, Plaintiff	:	No. 2007- -CD
vs.	:	
RICARDO GIRARDI Defendant	:	

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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CNB BANK, Plaintiff	:	No. 2007- -CD
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RICARDO GIRARDI Defendant	:	

COMPLAINT TO FORECLOSE MORTGAGE

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

1. The Plaintiff is **CNB BANK**, formerly known as County National Bank, a state banking institution organized under the laws of Pennsylvania, with its principal business office of One South Second Street, P.O. Box 42 Clearfield, Pennsylvania, 16830. CNB Bank is the successor in interest to County National Bank, the original lender of the loan upon which this action is brought. County National Bank converted to a state bank by Articles of Conversion which have been filed with the Pennsylvania Department of Banking and which became effective at 12:01 a.m. December 30, 2006. A Certificate of Conversion has been filed with the Clearfield County Recorder of Deeds on January 18, 2007 at Clearfield County Instrument Number 200700792 (hereinafter "CNB").

2. The name of the Defendant is **RICARDO GIRARDI**, whose last known address is 222 Ridge Avenue, Curwensville, (Clearfield County), Pennsylvania 16833.

3. The parcel of real estate subject to this action consists of a ranch house with attached 28' x 48' garage on 2 acres known as 180 Greenwood Drive, Curwensville, Pennsylvania 16833 and also identified by Clearfield County Tax Map

No. 126-H09-000-003.1 and is more particularly described as follows:

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

BEGINNING at an iron pin, said iron pin being located in the center of Penna. Legislative Route 17115; thence along lands of Elbert and Jean Harshberger, South 83° 12' East 684.75 feet to an iron pin, said iron pin being the southeast corner of Harshberger lands; thence along land of Max D. Irwin South 7° 00' West 127.3 feet to an iron pin; thence continuing along land of Max D. Irwin North 83° 12' West 684.75 feet to an iron pin, said iron pin being located in the center of State Highway Route 17115; thence along the center line of Route 17115 North 7° 00' East 127.3 feet to the iron pin and place of beginning. Containing 2 acres.

EXCEPTING and RESERVING from the above conveyance any and all estates, rights and privileges specifically set forth in prior deeds, reference being thereunto had will more fully and at large appear.

BEING the same premise conveyed to Ricardo Girardi by deed dated May 1, 1981 and recorded in Clearfield County Record Book 812, page 39.

The mortgage, which is attached as Exhibit A hereto, incorrectly states the Tax Parcel Number. The mortgage in fact states the County Controller Number associated with this parcel. The Exhibit attached to the mortgage which contains the property's description makes reference to a Deed at 750, Page 444. That is an earlier deed by which Ricardo Girardi, defendant herein, obtained title to the subject premises with his former wife. The parties were subsequently divorced. Mr. Girardi became the sole owner by deed in Book 812, Page 39.

4. The Defendant mortgaged the property described above to CNB Bank, Plaintiff, by instrument dated September 29, 2003, for principal debt of $29,293.13, together with interest. Said mortgage was recorded at Clearfield County Instrument Number 200318502. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

5. Defendant also executed a Note in favor of CNB Bank together with the foregoing mortgage evidencing his personal obligation to pay the $29,293.13 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

6. Plaintiff has not assigned this mortgage or note.

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

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

9. On or about May, 2007, the Defendant failed to make the full monthly payment of $607.72, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by the Defendant to Plaintiff in reduction of this mortgage, there is a total past due of $1,577.76 as of July 11, 2007.

11. Written and oral demand has been made upon the Defendant to make said payments to Plaintiff and correct his default, but he has failed to do so.

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

13. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of July 11, 2007, are as follows:

a)	Balance	$13,120.17
b)	Late Charge	$ 972.32
c)	Interest Due to 07/11/07	$ 50.90
d)	Interest accruing after 07/11/07 at $3.1811919 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Attorney's fees	$_____
g)	Satisfaction Fee	$ 30.50
h)	Automatic payment cancellation fee	$ 50.00
	PRELIMINARY TOTAL	$14,223.89
	FINAL TOTAL	**$**

14. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq. Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., Plaintiff sent a letter to the Defendant by Certified Mail and by U.S. First Class Mail Postage Prepaid on May 25, 2007, at his last known address advising him of him default and his rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

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

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

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 13 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 7/30/07

Peter F. Smith
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

DAVID W. OGDEN, being duly sworn according to law, deposes and says that he is the Vice President for CNB 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 VP.
David W. Ogden
Vice President

SWORN TO AND SUBSCRIBED
before me this 25th day of
July, 2007.

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

***RETURN DOCUMENT TO:**
COUNTY NATIONAL BANK

Instrument Number - 200318502
Recorded On 10/13/2003 At 10:10:53 AM
* Instrument Type - MORTGAGE
* Total Pages - 8
Invoice Number - 99042
* Mortgagor - GIRARDI, RICARDO
* Mortgagee - COUNTY NATIONAL BANK
* Customer - COUNTY NATIONAL BANK

* FEES

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

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

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.

"EXHIBIT A"

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 29, 2003 .
The mortgagor is
Ricardo Girardi
address is 222 Ridge Ave, Curwensville, PA 16833 whose
("Borrower"). This Security Instrument is given to
County National Bank , which is organized and existing under the
laws of United States of America , and whose address is
1 South Second Street, Clearfield, PA 16830-0042 ("Lender").
Borrower owes Lender the principal sum of
TWENTY NINE THOUSAND TWO HUNDRED NINETY THREE DOLLARS AND TWELVE CENTS
Dollars (U.S. $29,293.12). 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 15, 2008 . 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:
Tax key/parcel #: 126-H09-3.1
222 Ridge Ave Curwensville Pa. 16833
Deed Book Vol 812 Page 39
Pike Township Clearfield County

which has the address of 222 Ridge Ave
(Street)
Curwensville , Pennsylvania 16833 ("Property Address");
(City) (Zip Code)

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

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

Initials _____ Initials _____ Initials _____ Initials _____

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

Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.

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

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

Initials _____ Initials _____ Initials _____ Initials _____

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

Witnesses:

Gregory R. Williams

Ricardo Girardi (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

COMMONWEALTH OF Pennsylvania, County ss: Clearfield

On this 29 day of Sept. 2003, before me, the undersigned officer, personally appeared Ricardo Girardi known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledge that executed the same for the purposes therein contained.

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

NOTARIAL SEAL
SUSAN K. CANBY, Notary Public
Sandy Twp., Clearfield County
My Commission Expires March 21, 2005

Susan K Canby

Title of Officer

CERTIFICATE OF RESIDENCE

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

Gregory R. Williams

Attorney or Agent for Lender

This instrument was prepared by:
Gregory Williams
County National Bank
1 South Second St
PO Box 42
Clearfield, PA 16830-0042

After recording return to:
County National Bank
Attn: Consumer Loan Department
1 South Second Street
PO Box 42
Clearfield, PA 16830

CONSUMER LOAN AGREEMENT

NAME(S) / ADDRESS(ES) OF BORROWER(S) ("Borrower, I, My or Me")	NAME / ADDRESS OF LENDER (CREDITOR)("Lender, You or Your")
Ricardo Girardi 222 Ridge Ave Curwensville, PA 16833	County National Bank PO Box 42 1 South Second St Clearfield, PA 16830-0042

NOTE NUMBER	TRANSACTION DATE	MATURITY DATE	OFFICE
353003/10	09/29/2003	10/15/2008	0000164

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

TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	
The cost of My credit as a yearly rate.	The dollar amount the credit will cost Me.	The amount of credit provided to Me or on My behalf	The amount I will have paid after I have made all payments as scheduled.	At this time I have the right to receive an itemization of the Amount Financed. (Initial here if itemization is wanted.)
8.850 %	$ 7,169.36	$ 29,293.12	$ 36,462.48	

MY PAYMENT SCHEDULE

No. of Pmts.	Dollar Amount of Payments	When payments are due:
60	607.72	11/15/2003 and the same day Monthly thereafter

OTHER FEES	DOLLAR AMOUNT
Filing Fee	

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

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

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

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

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

PREPAYMENT: If I pay off early, I [ ] may have to pay a penalty. [X] 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. [X] will not be entitled to a refund of part of the finance charge.

VARIABLE RATE DISCLOSURE: [ ] My loan is subject to a variable rate feature. I have been provided variable rate feature disclosures at an earlier time.
[ ] This is a Variable Rate Note. The annual percentage rate may increase during the term of this transaction if:

The interest rate will not increase above %. Any INCREASE will take the form of:
The rate will not increase more than once every . The maximum interest rate increase at one time will be: %.
If My interest rate increases % in

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

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: sign or initial ▶ X Ricardo Girardi
Credit Life	N/A	I want Credit Life Insurance: sign or initial ▶		
Credit Disability	N/A	I want Credit Disability Insurance: sign or initial ▶		
GAP		I want GAP Insurance: sign or initial ▶		

[ ] Property Insurance: [ ] VSI: If You provide coverage, an initial term of will cost $

ADDL TERMS

FINANCE CHARGE BREAKDOWN	Interest	+ Service Fee	+	+	= Finance Charge
	$ 7,169.36	$	$	$	$ 7,169.36

This loan is subject to [X] A Fixed Interest Rate of 8.850 % per annum. [ ] A variable simple interest rate.

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

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

COLLATERAL

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

222 Ridge Ave, Curwensville, PA 16833 County: Clearfield

[X] 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.

AMOUNTS PAID TO OTHERS ON MY BEHALF	DOLLAR AMOUNT
Public Officials	*
Credit Reporting Agency(ies)	*
Appraiser(s)	*
Insurance Company(ies)	*
*See "Itemization of Amount Financed" for breakdown	*
Amount Given to Me Directly	*
Amount Paid on My Accounts with Creditor	*
Prepaid Finance Charges	*
AMOUNT FINANCED	29,293.12

[ ] 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 I have read it (including any text on page 2), understand it, and received a completely filled in copy of it.

X Ricardo Girardi (Seal) 9-29-03 Date
Ricardo Girardi

X (Seal) Date X (Seal) Date

COSIGNER NAME COSIGNER SIGNATURE X
COSIGNER NAME COSIGNER SIGNATURE X

[ ] I acknowledge that I have received a completely filled in copy of this Agreement.

LENDER (CREDITOR) / SECURED PARTY SIGNATURE FOR FILING PURPOSES
By X Gregory R. Williams Its Banking Officer
Gregory R Williams

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

"EXHIBIT B"

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

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

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

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

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

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

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

COLLATERAL. I have given You a security interest or lien in or to the Collateral shown on page 1 in the Collateral section or in a separate document such as a mortgage, trust deed, assignment, security agreement, pledge, or similar document. 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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS.

LOAS - COLLATERAL

$0031$02$133739$1941 BULK FILE
ID: 89259 - 1 SHORT NAME: Girardi, Ricardo
LOAN_NUMBER: 35300310 NEW_NOTE_NUMBER
DOC CODE: L-IMTGE-1 DOC Note
USER: AGRESLICK Date: 11/05/2003 11:22:44 AM

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

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

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

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

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

X _____ DATE X _____ DATE

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

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

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

_____ Initials _____ Initials _____ Initials _____ Initials

CNB BANK

May 25, 2007

CERTIFIED MAIL NUMBER:
7160 3901 9846 0711 4418
and First Class Mail

Ricardo Girardi
222 Ridge Ave.
Curwensville, PA 16833

Re: CNB Bank Delinquent Mortgage Accounts #353003-10 and 353003-8

Dear Mr. Girardi:

The Mortgages which you executed on September 29, 2003 and April 18, 2006, in favor of County National Bank, now CNB Bank, for $29,293.12 and $20,000.00, respectively, are in default. These Mortgages are recorded in Clearfield County as Instrument Number 200318502 (Note #10) and Instrument Number 200606423 (Note #8), respectively. They encumber and place a lien upon your residence known as 180 Greenwood Drive, Curwensville, Clearfield County, Pennsylvania 16833. ***This physical address was obtained from the Clearfield County GIS Mapping Department. The mortgages either list your mailing address of 222 Ridge Ave. or "RR 1 Ridge Ave."***

You have failed to make the full monthly payments since March 2007 on both loans and are in default. The total amounts of default are $2,793.20, which includes $972.32 in late charges (note #10) and $462.12, which includes $7.31 in late charges (note #8).

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 CNB Bank a total of $2,793.20 (note #10), which includes delinquent payments of $1,820.88 and late charges of $972.32; and $462.12 (note #8), which includes delinquent payments of $454.81 and late charges of $7.31;***

   --or--

2. ***Second, you can pay these mortgages off entirely by tendering $15,980.15 (note #10), which includes a balance of $14,812.19; accrued interest through May 25, 2007 of $25.14; late charges of $972.32; a satisfaction fee of $30.50; an automatic payment cancellation fee of $50.00; and $19,813.73 (note #8), which includes a balance of $19,289.76; accrued interest through May 25, 2007 of $486.16; late charges of $7.31; and a satisfaction fee of $30.50.***

Interest will accrue at the rate of $3.5914488 a day (note #10) and $5.2243100 a day (note #8) from May 25, 2007. 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.

"EXHIBIT C"

1 South Second Street | P.O. Box 42 | Clearfield, PA 16830 | 814.765.9621 | 814.765.0871 fax | www.bankcnb.com

If you chose to cure this default by either of the foregoing manners, the necessary payments should be made at the main office of CNB 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, CNB 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 $35,703.88, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by CNB Bank. If CNB Bank obtains judgment against you for those amounts, it can then execute against your residence, which will result in loss of this property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, October 5, 2007**.

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.

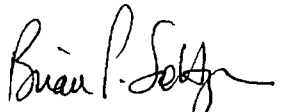
You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against CNB Bank.

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.

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 25, 2007**, the bank will institute Foreclosure proceedings against your real estate, which will result in your loss of this property at Sheriff Sale.

Sincerely,



Brian P. Soltys
Credit Adjustor
Ph. 800-492-3221, ext. 201

Enclosure

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

May 25, 2007

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):	Ricardo Girardi
PROPERTY ADDRESS:	180 Greenwood Dr. Curwensville, PA 16833
LOAN ACCOUNT NUMBER:	353003-10 and 353003-8
ORIGINAL LENDER:	County National Bank
CURRENT LENDER/SERVICER :	CNB 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 EMEREGENCY 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: **180 Greenwood Drive**
Curwensville, Clearfield County, Pennsylvania 16833

IS SERIOUSLY IN DEFAULT because:

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

Loan #353003-10	**Loan #353003-8**
March 2007 - $605.44	**March 2007 - $136.13**
April 2007 - $607.72	**April 2007 - $161.95**
May 2007 - $607.72	**May 2007 - $156.73**

Other Charges (explain/itemize):

Late charges - $972.32	**Late charges - $7.31**

TOTAL AMOUNT PAST DUE:

$2,793.20 (Loan #353003-10)	**$462.12 (Loan #353003-8)**

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 **$3,255.32** 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:

CNB 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:

Name of Lender:	CNB Bank
Address:	One South Second Street; PO Box 42 Clearfield, PA 16830
Phone Number:	(814) 765-9621 or (800) 492-3221
FAX Number:	(814) 768-9998
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 THAT THREE TIMES IN ANY CALENDER 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 AGENCIES SERVING CLEARFIELD COUNTY:

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
814-238-3668
800-922-9537

CCCS of Western PA
Royal Remax Plaza
917A Logan Blvd
Altoona, PA 16602
888-511-2227

CCCS of Western PA
219A College Park Plaza
Johnstown, PA 15904
888-511-2227

Indiana County Community Action Program
827 Water St
PO Box 187
Indiana, PA 15701
724-465-2657

Keystone Economic Development Corp.
1954 Mary Grace Ln
Johnstown, PA 15901
814-535-6556

The NORCAM Group
4200 Crawford Ave.
Suite 200
Northern Cambria, PA 15714
814-948-4444

2. Article Number

7160 3901 9846 0711 4418

3. Service Type **CERTIFIED MAIL**

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

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Julie Girardi

B. Date of Delivery 5/26/07

C. Signature

X ☐ Agent ☐ Addressee

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

RICARDO GIRARDI
222 RIDGE AVE
CURWENSVILLE PA 16833

PS Form 3811, January 2005 Domestic Return Receipt

UNITED STATES POSTAL SERVICE PITTSBURGH PA 152

26 MAY 2007 PM 6 T

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

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

ATTN: B P S
CNB BANK
PO BOX 42
CLEARFIELD PA 16830-0042

"EXHIBIT D"

7160 3901 9846 0711 4418

BPS

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.38

Postmark Here

5-25-07

Sent To

RICARDO GIRARDI
222 RIDGE AVE
CURWENSVILLE PA 16833

PS Form 3800, June 2002 US Postal Service Certified Mail Receipt

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

CNB BANK, Plaintiff	:	No. 2007-1222-CD
vs.	:	
RICARDO GIRARDI Defendant	:	

FILED No cc.
0/10:55 cm 1 Cert of
AUG 10 2007 disc issued
to Atty Smith
William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE

To: William A. Shaw, Sr. Clearfield County Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter, I appear and request that this action be DISCONTINUED.

Respectfully submitted,

Date: August 8, 2007

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

cc: Brian P. Soltys, Credit Adjustor, CNB Bank
Clearfield County Deputy Court Administrator

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CNB Bank

Vs. **No. 2007-01222-CD**
Ricardo 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 August 10, 2007, marked:

Discontinued

Record costs in the sum of $85.00 have been paid in full by CNB Bank .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 10th day of August A.D. 2007.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103052
NO: 07-1222-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CNB BANK
vs.
DEFENDANT: RICARDO GIRARDI

SHERIFF RETURN

NOW, August 03, 2007 AT 11:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICARDO GIRARDI DEFENDANT AT 180 GREENWOOD DRIVE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICARDO GIRARDI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CNB	378667	10.00
SHERIFF HAWKINS	CNB	378667	23.82

FILED
9:3:45 cm
DEC 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2007

_____

So Answers,

Chester A. Hawkins
Sheriff