

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

No. 46-3-01

FROM

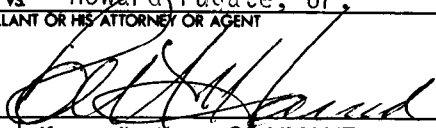
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

07-1269-CD

NOTICE OF APPEAL

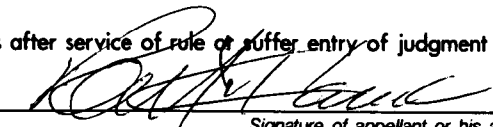
Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT HOWARD FUGATE, JR.		MAG. DIST. NO. OR NAME OF D.J. 46-3-01 Patrick N. Ford	
ADDRESS OF APPELLANT 633 Maple Avenue, DuBois, Pennsylvania 15801		CITY	STATE ZIP CODE
DATE OF JUDGMENT 7-23-07	IN THE CASE OF (Plaintiff) CNB Bank		(Defendant) vs. Howard Fugate, Jr.
CLAIM NO. CV -0000332-07 LT	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case. _____ Signature of Prothonotary or Deputy		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon CNB BANK, appellee(s), to file a complaint in this appeal
 (Common Pleas No. 07-1269-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

 Signature of appellant or his attorney or agent

RULE: To CNB BANK, appellee(s).

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: August 8, 2007.


 Signature of Prothonotary or Deputy

FILED
 m/12:51/2007
 AUG 9 8 2007

William A. Shaw
 Prothonotary/Clerk of Courts

Copies to: Piff
 Atty Harak
 JJ Ford

COURT FILE TO BE FILED WITH PROTHONOTARY

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, _____, ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, _____

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

No. 46-3-01

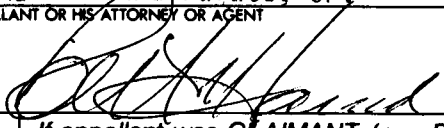
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 07-1269-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT HOWARD FUGATE, JR.		MAG. DIST. NO. OR NAME OF D.J. 46-3-01 Patrick N. Ford	
ADDRESS OF APPELLANT 633 Maple Avenue, DuBois, Pennsylvania 15801		CITY	STATE ZIP CODE
DATE OF JUDGMENT 7-23-07	IN THE CASE OF (Plaintiff) CNB Bank		
CLAIM NO. CV -0000332-07 LT		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT vs. Howard Fugate, Jr. 	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>		<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>	

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon CNB BANK, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 07-1269-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or his attorney or agent

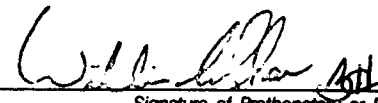
RULE: To CNB BANK, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: August 8, 2007.


Signature of Prothonotary or Deputy

FILED
m/12:51/31
JUG 7 8 2007
Atty Harak
Copies to: Piff
Atty Harak
J. Ford
William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service **MUST BE FILED WITHIN TEN (10) DAYS AFTER** filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____,

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____.

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

No. 46-3-01

FROM

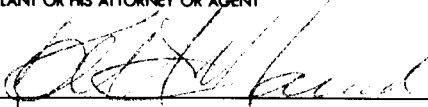
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

07-1269-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT HOWARD FUGATE, JR.		MAG. DIST. NO. OR NAME OF D.J. 46-3-01 Patrick N. Ford	
ADDRESS OF APPELLANT 633 Maple Avenue, DuBois, Pennsylvania 15801		CITY	STATE ZIP CODE
DATE OF JUDGMENT 7-23-07	IN THE CASE OF (Plaintiff) CNS Bank		(Defendant) vs. Howard Fugate, Jr.
CLAIM NO. CV -0000332-07 LT		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon CNS BANK, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 07-1269-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To CNS BANK, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: August 8, 2007.

Signature of Prothonotary or Deputy

UN

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.	46-3-01
MDJ Name: Hon.	PATRICK N. FORD
Address:	309 MAPLE AVENUE PO BOX 452 DUBOIS, PA 15801
Telephone: (814) 371-5321	15801

**HOWARD FUGATE JR
633 MAPLE AVENUE
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **CNB BANK**
PO BOX 42
CLEARFIELD, PA 16830

VS.
DEFENDANT: **FUGATE JR, HOWARD**
633 MAPLE AVENUE
DUBOIS, PA 15801

Docket No.: **CV-0000332-07**
Date Filed: **6/14/07**

**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/23/07**

☒ Judgment was entered for: (Name) **CNB BANK**

☒ Judgment was entered against: (Name) **FUGATE JR, HOWARD**
in the amount of \$ **5,044.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 4,916.50
Judgment Costs	\$ 127.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,044.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

7-23-07 Date Patrick N. Ford - POF, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**.

SEAL

AOPC 315-08

DATE PRINTED: 7/23/07 8:11:00 AM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA
15801**
Telephone: **(814) 371-5321**

PLAINTIFF: **CNB BANK
PO BOX 42
CLEARFIELD, PA 16830**
VS.
DEFENDANT: **FUGATE JR, HOWARD
633 MAPLE AVENUE
DUBOIS, PA 15801**

Docket No.: **CV-0000332-07**
Date Filed: **6/14/07**



**PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801**

THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/23/07**

☒ Judgment was entered for: (Name) **CNB BANK**
☒ Judgment was entered against: (Name) **FUGATE JR, HOWARD**
in the amount of \$ **5,044.00**
☐ Defendants are jointly and severally liable.
☐ Damages will be assessed on Date & Time _____
☐ This case dismissed without prejudice.
☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____
☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 4,916.50
Judgment Costs	\$ 127.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,044.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

FILED *no cc*
7/17/07
AUG 13 2007 *CK*

William A. Shaw
Prothonotary/Clerk of Courts

7-23-07 Date *Patrick N. Ford - Pltf*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

COUNTY OF: CLEARFIELD

CIVIL COMPLAINT

Magisterial District Number:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD

Address: 309 MAPE AVENUE

PO BOX 452

DUBOIS PA 15801

Telephone: (814)371-5321

PLAINTIFF:

NAME and ADDRESS

CNB BANK

Formerly County National Bank

PO BOX 42

CLEARFIELD PA 16830-0042

VS.

DEFENDANT:

NAME and ADDRESS

HOWARD FUGATE JR

633 MAPLE AVE

DUBOIS PA 15801-2383

Docket No.: CN 332-07

Date Filed: 6/14/07



	AMOUNT	DATE PAID
FILING COSTS	\$ 127.50	6/14/07
POSTAGE	\$	/ /
SERVICE COSTS	\$	/ /
CONSTABLE ED.	\$	/ /
TOTAL	\$ 127.50	/ /

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 4,916.50 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

FAILURE TO PAY PAST DUE VISA GOLD CARD **** * 1005 5302

I, Patricia A. London, Sr. Credit Adjustor verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Patricia A. London

(Signature of Plaintiff or Authorized Agent)

Plaintiff's

Attorney:

Telephone: ()

Address: CNB BANK, PO BOX 42

CLEARFIELD, PA 16830-0042

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

FILED

SEP 13 2007
10:10/2
William A. Shaw
Prothonotary/Clerk of Courts
GK
no 1/c

CNB BANK, formerly
County National Bank,
Plaintiff

vs.

HOWARD FUGATE, JR. a/k/a
DR. HOWARD FUGATE, JR.,
Defendant

CIVIL ACTION - AT LAW

No. 2007-1269-CD

Type of pleading:

ANSWER AND NEW MATTER

Filed on behalf of:

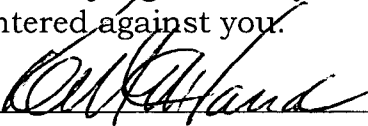
DEFENDANT

Counsel of record for this
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

814-371-7768

You are hereby notified to plead
to the within pleading within
twenty (20) days hereof or a
default judgment may be
entered against you.



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

CNB BANK, formerly	:	
County National Bank,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-1269-CD
	:	
HOWARD FUGATE, JR. a/k/a	:	
DR. HOWARD FUGATE, JR.,	:	
Defendant	:	

ANSWER

AND NOW, comes the Defendant, and by his Attorneys,
Hanak, Guido and Taladay, and responds to Plaintiff's Complaint as
follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. The allegations of this paragraph represent a legal
conclusion, therefore, there is no responsive answer necessary.
7. The allegations of this paragraph represent a legal
conclusion, therefore, there is no responsive answer necessary.
8. The allegation of principal and accrued interest is denied.
To the contrary, the Defendant has no accounting for the application of

interest, penalties, fees or costs. As a result of the failure of any accounting or presentation of a computation of the amount owing, the entire amount is denied.

9. Defendant admits that demands have been made, however, Defendant denies that there is an obligation of payment until such accounting and proof of a legal amount owing has been given.

WHEREFORE, Defendant demands judgment in his favor.

NEW MATTER

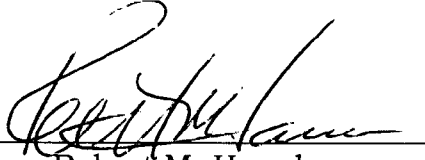
Defendant further avers New Matter as follows:

10. Defendant verify believes that the rate of interest charged by the Plaintiff is not the rate of interest as authorized by any documents executed on behalf of the Defendant. The exact amount of interest beyond authority is unknown because of the failure of an accounting.

11. The amount of interest charged to Defendant is usurious and not authorized by any applicable law of the Commonwealth of Pennsylvania. The exact amount of the usury accrual cannot be determined until an accounting is made by the Plaintiff.

12. Computations of amounts due as claimed by the Plaintiff include late fees and costs as a separate item of liability when, in fact, such amounts are tantamount to an interest charged and should be computed as interest, thereby making the above principal charges usurious.

WHEREFORE, demands such relief as applicable under
Pennsylvania law should it be determined that the Plaintiff is guilty of the
charge of usury, together with all costs of suit.



Robert M. Hanak
Attorney for Defendant

VERIFICATION

I, HOWARD FUGATE, JR., hereby verify that the statements made in the ANSWER AND NEW MATTER are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to the authorities.

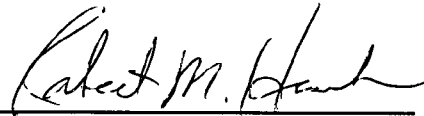
9-6-07
(Date)


Howard Fugate, Jr.

CERTIFICATE OF SERVICE

I certify that on the 12th day of September, 2007, a copy of the ANSWER AND NEW MATTER was forwarded via first class US mail, postage prepaid, addressed as follows:

Peter F. Smith, Esq.
30 south Second Street
P. O. Box 130
Clearfield, PA 16830

A handwritten signature in black ink, appearing to read "Robert M. Hanak", written over a horizontal line.

Robert M. Hanak
Attorney for Defendant

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

CNB BANK,
formerly County National Bank,
Plaintiff

No. 2007-1269-CD

vs.

HOWARD FUGATE, JR. a/k/a
DR. HOWARD FUGATE, JR.,
Defendant

FILED
OCT 19 2007
William A. Shaw
Prothonotary/Clerk of Courts
No CC

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank in the above-captioned matter, hereby certify
that I served a true and correct copy of this Answer to New Matter to the Attorney for the
Plaintiff by First Class Mail as follows:

Robert M. Hanak, Esquire
Hanak, Guido & Taladay
Attorneys at Law
P.O. Box 487
DuBois, PA 15801

Respectfully submitted,

Date:

10/17/07
~~9/18/07~~



Peter F. Smith, Esquire
Attorney for the Plaintiff
Attorney I.D. # 34291
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

0

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

CNB BANK,
formerly County National Bank,
Plaintiff

vs.

HOWARD FUGATE, JR. a/k/a
DR. HOWARD FUGATE, JR.,
Defendant

No. 2007-1269-CD

Type of Case:
CIVIL

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
AUG 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty Smith
(GR)

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

CNB BANK,
formerly County National Bank,
Plaintiff

vs.

HOWARD FUGATE, JR. a/k/a
DR. HOWARD FUGATE, JR.,
Defendant

No. 2007-1269-CD

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

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

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

CNB BANK,
formerly County National Bank,
Plaintiff

vs.

HOWARD FUGATE, JR. a/k/a
DR. HOWARD FUGATE, JR.,
Defendant

: No. 2007-1269-CD
:
:
:
:
:
:
:
:
:
:

COMPLAINT

COMES NOW, CNB Bank, formerly 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 HOWARD FUGATE, JR. a/k/a DR. HOWARD FUGATE, JR., whose last known address is 633 Maple Avenue, DuBois,

Pennsylvania, 15801.

3. By application dated April 16, 2001 and accepted by CNB on April 17, 2001, Defendant opened a Visa Gold charge account with CNB. A true and correct copy of said application is attached hereto and incorporated hereinby reference as Plaintiff's Exhibit 1.

4. A true and correct copy of the Terms and Conditions of said account are attached hereto and incorporated hereinby reference as Plaintiff's Exhibit 2.

5. On page one of the Terms, the Agreement requires the Defendant to make periodic monthly payments in reduction of the outstanding balance of this account.

6. The Agreement entitles CNB to collect its attorney fees and court costs in the event that Defendant fails to make all payments due on this credit account or otherwise breaches the Terms and Conditions of the party's Agreement.

7. The Defendant has failed to make even minimum monthly payments since December of 2006 as required by the Agreement and is in default.

8. An itemization of the amounts due under the party's Agreement and by virtue of the Defendant's default follows:

a. Principle and accrued interest	\$ 4,552.44
b. Late Fees	\$ 70.00
c. Accrued interest	\$294.06
d. Statutory interest at 6% per annum	
From 2/12/07 at \$0.75 per day	\$_____
e. Attorney Fees (to be added)	\$_____
f. Court costs (to be added)	\$_____

PRELIMINARY TOTAL \$4,916.50

FINAL TOTAL \$

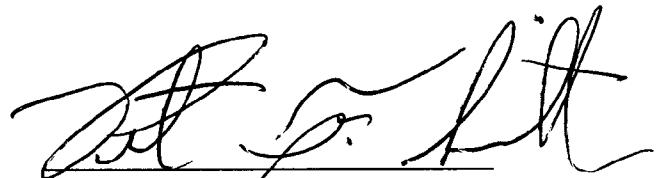
9. Written and oral demand have been made upon the Defendant to pay all amounts due under said account, but the Defendant has failed to do so.

WHEREFORE CNB Bank prays that judgment be entered in its favor and against the Defendant for the total amount due as specified in paragraph eight above.

Respectfully submitted,

Dated:

8/17/07

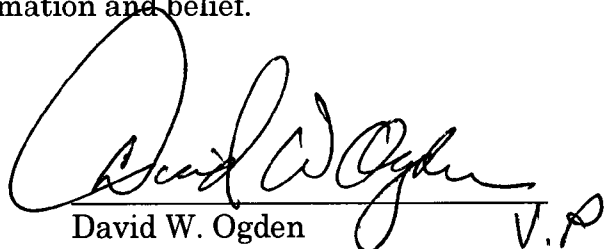
A handwritten signature in black ink, appearing to read 'Peter F. Smith', written over a horizontal line.

Peter F. Smith
Attorney for Plaintiff

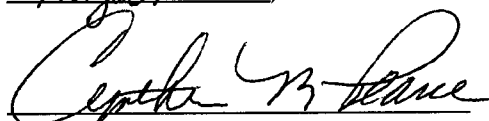
AFFIDAVIT

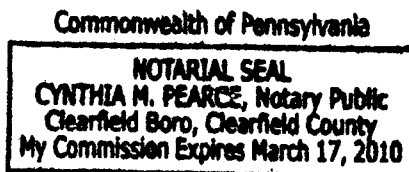
STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

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.
Vice President

SWORN TO AND SUBSCRIBED
before me this 16th day of
August, 2007.


Notary Public



CNB[®]

COUNTY NATIONAL BANK

MEMBER FDIC

VISA[®] GOLD[™]
APPLICATION

Choose One: ☒ New Visa Gold Account

☐ Upgrade Existing CNB Visa and/or MasterCard Account.

YOUR PERSONAL DATA

Full Name Last First Initial
Howard Eugene Dr.

Address
633 Maple Ave

City/State
Du Bois, Pa. Zip
15801

(area code) Telephone
814-371-8617 Social Security #
181-24-4996

Birthdate (Must be 18)
60-8-25 at Present Address 40 Yr. mo. ☐ Own ☐ Renting ☐ Buying ☐ with Parents

No. of Dependents (excluding self)
1

Previous Address

City/State
_____ Zip

Name of Nearest Relative Not Living With You
Howard Eugene Dr. Relationship
Son

Address
_____ (area code) Telephone

City/State
Du Bois Pa. Zip
15801

YOUR EMPLOYMENT

Employed by
Dr. Howard Eugene Dr. Yrs. 4 Mo. 0

Address
633 Maple Ave Du Bois, Pa.

Position
Doctor (area code) Telephone

Previous Employer
_____ Yrs. _____ Mo. _____

Address
_____ Zip

YOUR INCOME

Your monthly salary or wages
\$ 10,000.00

Alimony, child support and maintenance payment need not be revealed if you do not choose to rely on such income to obtain this credit.

Describe other monthly income
\$ _____

If alimony/child support name and address of payer

Receiving under: ☐ written agreement ☐ court order ☐ oral understanding

Total Monthly Income
\$ _____

JOINT APPLICANT

If you desire that we consider the credit worthiness of a Joint Applicant in evaluating your application; or a Joint Applicant's income for the purpose of obtaining this account; or if Joint Applicant is voluntarily applying with you, please complete this section. Additional Joint Applicant credit references should be listed on separate sheet, if necessary.

Full Name Last First Initial

Address (if different than applicant)

City/State
_____ Zip

Relationship
_____ Social Security #

Birth Date
_____ (area code) Telephone

Employment
_____ Position
_____ Yrs. _____ Mo. _____

Address
_____ Zip

FINANCIAL REFERENCES

Name of your Bank

☐ Checking ☐ Savings ☐ Loan ☐ CD ☐ Other

Mortgage or rent payable to

Today's Value
_____ Purchase Price
_____ Balance

Year and Make of Auto(s)
1. _____ 2. _____

Financed By
1. _____ 2. _____

BANK CREDIT CARDS

1. Bank Name
_____ Balance
_____ Mo. Pmt.

1. Bank Name
_____ Balance
_____ Mo. Pmt.

2. Company
_____ Balance
_____ Mo. Pmt.

3. Company
_____ Balance
_____ Mo. Pmt.

4. Company
_____ Balance
_____ Mo. Pmt.

5. Company
_____ Balance
_____ Mo. Pmt.

6. Company
_____ Balance
_____ Mo. Pmt.

OTHER CREDIT REFERENCES / LOANS

1. Company
_____ Balance
_____ Mo. Pmt.

2. Company
_____ Balance
_____ Mo. Pmt.

3. Company
_____ Balance
_____ Mo. Pmt.

4. Company
_____ Balance
_____ Mo. Pmt.

5. Company
_____ Balance
_____ Mo. Pmt.

6. Company
_____ Balance
_____ Mo. Pmt.

If you are obligated to pay alimony or child support, list monthly amount \$
Are you paying under ☐ Court Order ☐ Written Agreement ☐ Oral Understanding

MONTHLY EXPENSES

Mortgage or rent payment
\$ _____

Automobile(s) payment
\$ _____

PLEASE READ BEFORE SIGNING

By signing this application, the undersigned (if more than one person, then jointly and severally) agrees as follows:

1) The information supplied by the undersigned in this application is correct and complete. 2) County National Bank is authorized to check the credit and employment history of the undersigned and to answer questions about my/our credit experience with the bank. I understand that if this application is approved, I will receive a copy of the Charge Service agreement that applies to my account(s). The use by any authorized person of a Credit Card issued by County National Bank constitutes acceptance of the terms and conditions of that Agreement as amended from time to time.

Total number of cards desired 1

Applicant's Signature
[Signature]

Date
4-16-01

Joint Applicant's Signature

Date

Bank Use Only: Date Received 4-16-01 ☒ Approved ☐ Denied Credit Line \$ 5,000.00

Notice Sent _____ Officer Initials SK. 1644 4-17-2001

W438266221

VISA® GOLD APPLICATION

No Annual Fee the First Year
World-wide Credit With a
Homeward Number
Purchase Protection
Auto Rental Insurance
Toll-Free Travel Reservations
Worldwide Emergency Cash
and Card Replacement



CNB
COUNTY NATIONAL BANK
MEMBER FDIC

*World-wide Credit With
a Homeward Number*

**NOW YOU CAN ENJOY THE WORLD'S MOST
RESPECTED CARD** and deal with the folks you
know at County National Bank. County National
Bank is pleased to offer you our very own VISA®
Gold Card.

County National Bank and VISA offer benefits to
save you both time and money that you will not
find with many other cards!

• **A low Annual Percentage Rate.** The rate is
determined by adding a margin of 2.00%
to the U.S. Prime Rate published in the
Wall Street Journal.

• **No Annual Fee for First Year.** After the first
year, there is a low \$15.00 annual fee.

• **No Fee Travelers Cheques.**

• **FREE Travel Accident Insurance** when
you use your card to purchase airline,
train or bus tickets.

• **Travel Reservations.** Call toll-free for 24-hour
reservations. Discounts available on
hotel/motel reservations, rental car arrange-
ments, airline, train or cruise tickets.

• **Travel Dividends.** You receive a 5% cash divi-
dend on the purchase price (excluding taxes) of
all commissionable travel.

• **Instant Cash** from any machine displaying the
VISA symbol.

PLEASE SEE INSIDE FOR

8003180286425528234 BULK FILE
ID: 114618 - 1 SHORT NAME: Fugate, Howard
LOAN NUMBER: 4388663010065302 NEW NOTE NUMBER:
DOC CODE: LVMCGV-1 DOC: Application
USER: PLONDON Date: 04/30/2007 04:17:22 PM



P.O. Box 42
1 South Second Street
Carlisle, PA 16830-9985

CNB
COUNTY NATIONAL BANK

POSTAGE WILL BE PAID BY ADDRESSEE

BUSINESS REPLY MAIL
FIRST CLASS PERMIT NO. 162 CLEARFIELD, PA

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

VISA Gold Disclosure Statement

Annual Percentage Rate for Purchases and Cash Advances	The annual percentage rate may vary. The current rate as of April 1, 2007 is 10.25% APR.
Variable Rate Information	The annual percentage rate may vary. The rate is determined by adding a margin of 2% to the U.S. Prime Rate published in the <i>Wall Street Journal</i> . The margin may be increased to 6.0% if the payment on this account is received 30 or more days past the scheduled due date. This rate is variable and is subject to change effective with the Prime Rate on January 1, April 1, July 1, and October 1. The maximum annual percentage rate is 18.00%.
Grace Period for Repayment of Balances for Purchases	You have 25 days before a finance charge on purchases will be imposed
Method for Computing the Balance for Purchases	Average daily balance (<i>excluding new purchases</i>)
Late Charge Fee	Balance \$100.00 or less, \$15.00; Balance \$100.01 to \$1,000.00, \$25.00; Balance \$1,000.01 or more, \$35.00.
Over the Limit Fee	\$15.00
The information about the costs of the card described in this application is accurate as of April 1, 2007. This information may have changed after that date. To find out what may have changed, write to us at CNB, P. O. Box 42, Clearfield, PA 16830 or phone 800-492-3221.	

Please retain this disclosure for your records.



Dear Cardholder:

In conjunction with your recently approved VISA Gold account, we are providing the following disclosure as well as the terms and conditions governing this account. These terms and conditions may be amended or supplemented by separate notices to you, including any notices previously received from us. The Disclosures required by federal law are set forth below, and we are also sending a separate statement containing important information regarding your rights to dispute billing errors. Keep these forms so you can refer to them if you have any questions regarding your account.

**TRUTH IN LENDING/REGULATION Z
INITIAL DISCLOSURES REQUIRED BY FEDERAL LAW**

FINANCE CHARGE CALCULATION METHOD:

Cash Advances: Method F - Average Daily Balance (including new purchases). To avoid incurring an additional FINANCE CHARGE on the balance of Cash Advances (and Credit Purchases, if this Method F is specified as applicable to Credit Purchases) reflected on this statement, you must pay the New Balance shown on the reverse side on or before the Payment Due Date. The FINANCE CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances (and, if applicable, Credit Purchases), which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances (and, if applicable, Credit Purchases) is determined by adding to the Previous Balance of Cash Advances (and, if applicable, Credit Purchases), any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later (and, if applicable, any new Credit Purchases as posted), and subtracting any payments as received and credits as posted to your account, but excluding any unpaid FINANCE CHARGES. Subject to the above, no grace period is provided on new Credit Purchases.

Credit Purchases: Method E - Average Daily Balance (excluding new purchases). To avoid incurring an additional FINANCE CHARGE on the balance of Credit Purchases (and Cash Advances, if this Method E is specified as applicable to Cash Advances) reflected on this statement, you must pay the New Balance shown on the reverse side on or before the Payment Due Date. The FINANCE CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases (and, if applicable, Cash Advances), which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases (and, if applicable, Cash Advances) is determined by subtracting from the Previous Balance of Credit Purchases (and, if applicable, Cash Advances), any payments received and credits as posted to your account, but excluding any unpaid FINANCE CHARGES. Subject to the above, the grace period for the New Balance of Credit Purchases extends to the Payment Due Date.

PERIODIC RATE/ANNUAL PERCENTAGE RATE: We calculate the variable ANNUAL PERCENTAGE RATE by adding 2% to the US Prime Rate published in the Wall Street Journal. If the Wall Street Journal ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Currently, (July 1, 2006) the ANNUAL PERCENTAGE RATE is 10.25%, which corresponds to a monthly periodic rate of 0.8542% and a daily periodic rate of 0.0281%. The monthly periodic rate is the applicable ANNUAL PERCENTAGE RATE divided by 12. The daily periodic rate is the ANNUAL PERCENTAGE RATE divided by 365. This rate is variable and is subject to change effective with the Prime Rate on January 1, April 1, July 1, and October 1. The margin may be increased to 6.0% if the payment on this account is received 30 or more days past the scheduled due date. The maximum ANNUAL PERCENTAGE RATE is 18.00%.

MINIMUM PERIODIC PAYMENT: The minimum periodic payment required is the total New Balance as shown on your monthly billing statement if the amount is under \$15.00. If the New Balance exceeds \$15.00, the minimum periodic payment is 2.00% of that portion of the New Balance which does not exceed your credit limit, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$15.00 whichever is greater. The minimum payment on corporate cards will be the amount of the new balance as shown on your monthly billing statement.

STAMP TAXES: Documentary stamp taxes as may be required by law shall be imposed on each Cash Advance at the time the loan is made.

OTHER CHARGES: Additional CHARGES, plus applicable taxes, may also be assessed if you pay us with a check which is not honored by your financial institution, request a copy of a document, request a cash advance, request a replacement card or use your card for a transaction at a automated teller machine, if such CHARGES are not prohibited by law or regulation. No FINANCE CHARGE will be assessed on such additional CHARGES.

- **Over The Limit Fee:** In the event Cardholder incurs CHARGES in amounts exceeding the maximum authorized credit agreed to by Issuer, Cardholder shall pay immediately the amount by which the total New Balance exceeds such maximum authorized credit, and an over limit fee in the amount of \$15.00 shall be imposed.

- **Late Charge Fee:** If a payment of at least the amount of the minimum required payment is not received within 15 days after the Closing Date subsequent to the Payment Due Date, a late CHARGE shall be imposed as follows: Balance \$100.00 or less, \$15.00; Balance \$100.01 to \$1,000.00, \$25.00; Balance \$1,000.01 or more, \$35.00.

SECURITY INTERESTS: If you have other loans from the Issuer, or take out loans with the Issuer in the future, collateral securing those loans will also secure your obligations under this agreement. However, unless you expressly agree otherwise, your household goods and primary dwelling will not

secure your obligations under this agreement even if the Issuer has or later requires a security interest in the household goods or a mortgage on the dwelling.

If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by the Issuer to secure your obligation under this credit card plan, such accounts and/or funds are additional security for your obligations to Issuer arising from the use of your Card.

TERMS AND CONDITIONS

The person ("Cardholder") whose name is embossed on the face of the VISA Gold credit card ("Card") provided to Cardholder and issued by CNB Bank, ("Issuer") and each Cardholder, in the event more than one Card is provided to Cardholder bearing the same account number, by signing or using said Card, agrees with Issuer to the following terms:

REG. Z INITIAL DISCLOSURES. Cardholder acknowledges receiving from Issuer the initial disclosures required by Regulation Z of the Truth in Lending Act ("Initial Disclosures") and agrees that the terms contained in the Initial Disclosures apply to Cardholder and Cardholder's use of the Card.

CREDIT PURCHASES; CASH ADVANCES. ("Credit Purchases") may be purchased or leased by means of such card by Cardholder from any retail business establishment ("Seller") who honors same upon the execution of a sales slip evidencing such Credit Purchase and bearing the account number of Cardholder embossed on the face of such Card. Additionally, VISA Cash Advances ("Cash Advances") may be obtained through use of such Card (a) upon execution of a written request of Cardholder in a form furnished to him from any bank that is a member, alone or in association with other of VISA U.S.A., Inc. and (b) upon execution of a written separate agreement with Issuer for a VISA overdraft financing agreement, if offered by Issuer.

CARDHOLDER LIABLE FOR ALL CHARGES. Subject to paragraph of this Agreement titled "Cardholder Liability for Unauthorized Use", Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Cash Advances extended to, Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Cash Advances obtained through the use of any other Card bearing Cardholder's account number that has been issued to another person by reason of such person being a member of Cardholder's family, or otherwise issued upon Cardholder's request (all such Cards bearing the same VISA Gold account number hereinafter collectively called "Related Cards").

PROPERTY OF ISSUER: Cancellation Rights. Each card is the property of Issuer, is not transferable and must be surrendered upon demand. Each card can be canceled as well as repossessed by Issuer or its designee, and the privileges thereof revoked, at any time without prior notice.

CREDIT LIMIT: Over Limit Fees. Cardholder shall not use Card or permit the use of Related Cards to obtain Credit Purchases or Cash Advances which will increase Cardholder's VISA indebtedness to Issuer in an amount in excess of the limit established by Issuer. In the event Cardholder incurs CHARGES in amounts exceeding such maximum authorized credit, Cardholder shall pay immediately the amount by which the Total New Balance exceeds such maximum authorized credit, and an overlimit fee ("Overlimit Fee") in the amount disclosed to Cardholder in the Initial Disclosure.

NO LIABILITY FOR REFUSAL TO HONOR CARD: No Cash Refunds. All Credit Purchases and Cash Advances are effected at the option of the Seller and Cash Advancing Bank, respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Card or any Related Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to Issuer which shall be shown as a credit on Cardholder's account statement with Issuer.

MONTHLY STATEMENTS: Cardholder Payments. Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all VISA and Related Card transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Cards unless Issuer is notified to the contrary in writing within 60 days of mailing of such statement as provided for in the Initial Disclosure. Cardholder will pay such statement by remitting to Issuer within 25 days from the closing date reflected on the statement either the full amount billed or, at Cardholder's option, an installment equal to at least the required minimum periodic payment disclosed to Cardholder by Issuer in the Initial Disclosure. All payments by Cardholder will be made in U.S. dollars. CHARGES incurred in currencies other than U.S. dollars will be converted to U.S. dollars at the rate in effect at the time such CHARGES are converted by Issuer, its agent or other authorized party making such conversion.

RATE OF INTEREST: FINANCE CHARGE Calculation Method. Interest on Cash Advances and Credit Purchases will be charged in accordance with the FINANCE CHARGE calculation method disclosed to Cardholder by Issuer in the Initial Disclosure. The rate of interest shall be established by Issuer from time to time, but shall never exceed the maximum rate permitted by law. The current interest rate per annum is the Annual Percentage Rate set forth in the Initial Disclosures provided to Cardholder by Issuer.

PROCESS FOR POSTING FOREIGN TRANSACTIONS ON BILLING STATEMENTS. A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

CHANGE TO FOREIGN TRANSACTION CURRENCY EXCHANGE RATE. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

IMMEDIATE PAYMENT OF ALL AMOUNTS OWED. Cardholder's Credit Card Account ("Account") balance will, at Issuer's option, become immediately due and payable, without notice, in the event that (a) Cardholder dies or becomes bankrupt or insolvent, or (b) Cardholder fails to make payments due on the Account, incurs CHARGES for Purchases and Cash Advances which exceed the maximum authorized credit, or otherwise breaches these terms and conditions, or (c) Issuer receives information which causes it to believe Cardholder is unwilling or unable to perform under these terms or conditions,

or (d) attachment or garnishment proceedings are instituted against Cardholder. Failure by Issuer to assert any rights hereunder shall not waive such rights.

ATTORNEYS' FEES. Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

APPLICABLE LAW. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of the state in which the principal office of Issuer is located.

ADDITIONAL CHARGES. Additional CHARGES, plus applicable taxes, may also be assessed against Cardholder as detailed in the Initial Disclosure and as otherwise allowed by Reg. Z and state law.

CARDHOLDER LIABILITY FOR UNAUTHORIZED USE. Cardholder may be liable for the unauthorized use of the Card or Related Cards as provided in this paragraph. The Cardholder will not be liable for any unauthorized use that occurs after Issuer is notified, orally or in writing at:

CNB Bank
Credit Card Department
P.O. Box 42
Clearfield, PA 16830

Telephone Number
1-800-492-3221

A consumer cardholder's liability for unauthorized use of a card is \$0.00. If Cardholder is a business account for which less than ten (10) cards have been issued, the liability for unauthorized use of a card will not exceed \$0.00 if reported within two (2) days of discovery. After the two (2) day period, cardholder will be liable for a maximum of \$50.00. If ten (10) or more cards are issued for use by employees of a single business or other organization, there is no limit to Cardholder's liability for any unauthorized use that occurs before Cardholder notifies Issuer as provided herein; the business or organization may only impose liability on its employees for unauthorized use of a card as authorized by federal law and regulations.

Card and account may be used only for valid and lawful purposes. If Cardholder uses, or allows someone else to use the Card or account for any other purpose, Cardholder will be responsible for such use and may be required to reimburse all amounts or expenses that are paid as a result of such use.

MONITORING. In order to maintain quality service in its authorizations, security, customer service and other departments that have need to communicate with Cardholder from time to time, Issuer or its agents may monitor any telephone communications between Issuer's or its agent's employees in those departments and Cardholder, without further notice or disclosure.

MODIFICATIONS TO AGREEMENT. Issuer may amend or modify these terms at any time, effective fifteen (15) days after written notice thereof is mailed to Cardholder at Cardholder's last known address. Any changes in these terms, including, without limitation, changes in the ANNUAL PERCENTAGE RATE and the Periodic Rate, shall be effective with respect to any balances then outstanding as well as to future Credit Purchases and Cash Advances. Issuer may, in its sole discretion, waive imposition of the fees referenced in the Initial Disclosure or any other provision(s) of these terms; however, Issuer shall have no obligation to do so, and any such waiver shall be limited to the particular instance or transaction involved and shall not constitute a waiver or authorize the non-observance of the same or any other provision of these terms on any other future occasion.

VISA/MASTERCARD RULES AND REGULATIONS: Conflicts. Cardholder and Issuer agree to abide by all applicable rules and regulations of VISA U.S.A., Inc. ("VISA") and/or MasterCard International ("MasterCard"), as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of VISA and/or MasterCard, the rules and regulations of VISA and/or MasterCard shall control.

BILLING RIGHTS OF CARDHOLDER

In case of errors or inquiries about your bill, if you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address indicated on the front of this statement after the phrase "Send Inquiries To" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing it will not preserve your rights.

In your letter, give us the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

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

CNB BANK,
formerly County National Bank,
Plaintiff

vs.

HOWARD FUGATE, JR. a/k/a
DR. HOWARD FUGATE, JR.,
Defendant

No. 2007-1269-CD

FILED No. CC
m/10:28/01
NOV 28 2007
William A. Shaw
Prothonotary/Clerk of Courts

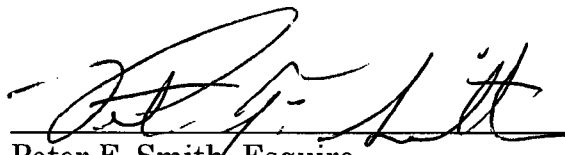
CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank in the above-captioned matter,
hereby certify that I served a true and correct copy of **PLAINTIFF'S ANSWERS TO
DEFENDANT'S INTERROGATORIES AND REQUEST FOR PRODUCTION** to the
Attorney for the Plaintiff by First Class Mail as follows on November 28, 2007:

Robert M. Hanak, Esquire
Hanak, Guido & Taladay
Attorneys at Law
P.O. Box 487
DuBois, PA 15801

Respectfully submitted,

Date: November 28, 2007


Peter F. Smith, Esquire
Attorney for the Plaintiff
Attorney I.D. # 34291
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595