

08-444-CD

CNB Bank vs Bryan Witherite al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103883  
NO: 08-444-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CNB BANK

vs.

DEFENDANT: BRYAN T. WITHERITE and BRENDA L. WITHERITE a/k/a BRENDA L. SWATSWORTH

SHERIFF RETURN

---

NOW, April 01, 2008 AT 6:19 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRYAN T. WITHERITE DEFENDANT AT 140 KEISER ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRENDA WITHERITE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
0/3:00 Lm  
JUL 02 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103883  
NO: 08-444-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CNB BANK

vs.

DEFENDANT: BRYAN T. WITHERITE and BRENDA L. WITHERITE a/k/a BRENDA L. SWATSWORTH

**SHERIFF RETURN**

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NOW, April 01, 2008 AT 6:19 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA L. WITHERITE a/k/a BRENDA L. SWATSWORTH DEFENDANT AT 140 KEISER ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRENDA WITHERITE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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NO: 08-444-CD  
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PLAINTIFF: CNB BANK

vs.

DEFENDANT: BRYAN T. WITHERITE and BRENDA L. WITHERITE a/k/a BRENDA L. SWATSWORTH

SHERIFF RETURN

RETURN COSTS

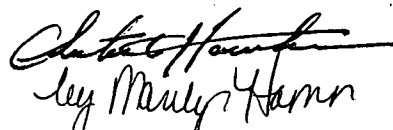
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CNB	418683	20.00
SHERIFF HAWKINS	CNB	418683	36.12

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

φ

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

CNB BANK,

Plaintiff

vs.

BRYAN T. WITHERITE and  
BRENDA L. WITHERITE, a/k/a  
BRENDA L. SWATSWORTH

Defendants

No. 2008-444-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**

013:00/01  
MAR 13 2008

William A. Shaw

Prothonotary/Clerk of Courts

Pff pd,

@ 95.00

2ccshentf

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

CNB BANK,	:	No. 2008-	-CD
Plaintiff	:		
	:		
	:		
vs.	:		
	:		
BRYAN T. WITHERITE and	:		
BRENDA L. WITHERITE, a/k/a	:		
BRENDA L. SWATSWORTH	:		
Defendants	:		
	:		

**NOTICE TO DEFEND**

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

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

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

*AMERICANS WITH DISABILITIES ACT OF 1990*

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

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

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

CNB BANK,	:	No. 2008-	-CD
Plaintiff	:		
	:		
	:		
vs.	:		
	:		
BRYAN T. WITHERITE and	:		
BRENDA L. WITHERITE, a/k/a	:		
BRENDA L. SWATSWORTH	:		
Defendants	:		
	:		

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 first Defendant is BRYAN T. WITHERITE, whose last known address is 140 Keiser Road, Curwensville, Pennsylvania 16833.



3. The name of the second Defendant is **BRENDA L. WITHERITE**, a/k/a **BRENDA L. SWATSWORTH**, whose last known address is 140 Keiser Road,, Curwensville, Pennsylvania 16833.

4. The parcel of real estate subject to this action consists of a two-story house, together with all improvements thereon, on an Eighty (80) by Eighty (80) Lot, is known as 709 Ann Street, Curwensville, Pennsylvania 16833. It is also identified as Clearfield County Tax Map Number 126-H10-711-4 and is more particularly described as follows:

ALL that certain piece or parcel of ground situate in the township of Pike, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of the "Buck" lot; at the public road and near small stream; thence Westwardly by line of said lot, 80 feet to a post; thence by land now or formerly of Annie B Clark, Southwardly 50 feet to a post, corner of lot now or formerly of John Kopac; thence along and down said stream and line of said public road or street, 60 feet to a post and place of beginning.

BEING the same premises conveyed to the Grantors Bryan T. Witherite and Brenda L. Witherite, a/k/a Brenda L. Swatsworth by deed recorded February 15, 2007 and recorded at Clearfield County Instrument Number 200702504.

5. Defendants mortgaged the property described above to CNB Bank, Plaintiff, by instrument dated February 1, 2007, for a principal debt of \$30,000.00, together with interest. Said mortgage was recorded in Clearfield County Instrument Number 200702504. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

6. Defendants also executed a Home Equity Line Agreement and Disclosure Statement in favor of CNB Bank together with the foregoing

mortgage evidencing their personal obligation to pay the \$30,000.00 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.

7. Plaintiff has not assigned this mortgage or note.

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

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

10. On or about May, 2007, Defendants failed to make a payment of \$305.00, and at no time since then have all monthly payments been made which constitutes a default.

11. After crediting all amounts paid by Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$3,044.25 as of February 27, 2008.

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

13. The Mortgage and Home Equity Line Agreement and Disclosure Statement entitles CNB Bank to collect its attorney fees and court costs as part of its damages.

14. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of February 27, 2008, are as follows:

a)	Balance	\$30,181.52
b)	Interest Due to 02/27/08	\$ 2,340.29
c)	Interest accruing after 02/27/08 at \$5.9949595 per day (to be added)	\$ _____
d)	Late charges	\$ _____
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL \$32,552.31

FINAL TOTAL \$

15. The property securing the mortgage is a rental property and is not the Defendants residence. Therefore, the Defendants are not entitled to the notices required by Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

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

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

WHEREFORE, Plaintiff demands judgment in its favor as specified in paragraph 14 above, authority to foreclose its mortgage against the real estate and such other relief as the court deems just.

Respectfully submitted,

Date: 3/14/08

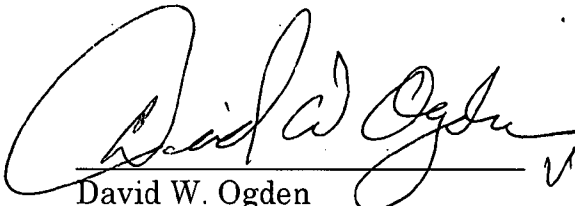
A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

Peter F. Smith, Esquire  
Attorney for Plaintiff

AFFIDAVIT

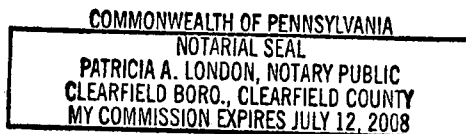
STATE OF PENNSYLVANIA :  
 : SS  
COUNTY OF CLEARFIELD :

DAVID W. OGDEN, being duly sworn according to law, deposes and says that he is a 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 27<sup>th</sup>  
day of February, 2008.

Sworn and subscribed before me this  
27<sup>th</sup> day of February, 2008  
Patricia A. London



**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:**  
CNB BANK

Instrument Number - 200702504  
Recorded On 2/15/2007 At 10:59:35 AM  
\* Instrument Type - MORTGAGE  
\* Total Pages - 9  
Invoice Number - 162387  
\* Mortgagor - WITHERITE, BRYAN T  
\* Mortgagee - CNB BANK  
\* Customer - CNB BANK

**\* FEES**  
STATE WRIT TAX \$0.50  
JCS/ACCESS TO JUSTICE \$10.00  
RECORDING FEES - \$21.00  
RECORDER  
RECORDER IMPROVEMENT \$3.00  
FUND  
COUNTY IMPROVEMENT FUND \$2.00  
TOTAL PAID \$36.50

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.

This Instrument Prepared By:  
Gregory Williams  
CNB Bank  
1 South Second St

Clearfield, PA 16830-0042  
814-765-9621

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

Uniform Parcel Identifier:  
Parcel ID Number: 126-H10-711-04  
Property Address: 709 Ann St Curwensville PA 16833-7801  
[Space Above This Line For Recording Data]

## OPEN END MORTGAGE

\*\*\*THIS IS A FUTURE ADVANCE MORTGAGE\*\*\*

THIS MORTGAGE ("Security Instrument") is given on February 1, 2007  
The mortgagor is Bryan T Witherite & Brenda L Swatsworth

whose address is 140 Keiser Rd, Curwensville PA 16833-7801  
Curwensville PA 16833-7801

("Borrower"). This Security Instrument is given to  
CNB Bank

existing under the laws of United States of America  
1 South Second Street, Clearfield, PA 16830-0042

, which is organized and  
, and whose address is

("Lender"). Borrower has entered into a Home Equity Credit Agreement ("Contract") with  
Lender as of the 1st day of February, 2007, under the terms of which Borrower may, from time to time,  
obtain advances not to exceed, at any time, a \*\*\*MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)\*\*\* of  
THIRTY THOUSAND DOLLARS AND ZERO CENTS

Dollars (U.S. \$ 30,000.00 ) ("Credit Limit"). Any party interested in the details related to Lender's continuing  
obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the  
repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the  
Contract; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security  
Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this  
purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in

Clearfield County, Pennsylvania:  
Tax key/parcel #: 126-H10-711-04  
Pike Township Clearfield County  
Deed Book Vol 1307 Page 570

SEE EXHIBIT A

which has the address of 709 Ann St

Curwensville

Pennsylvania 16833-7801

(Street)

("Property Address");

(City)

(Zip Code)

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

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ITEM 424-PAL1 (0512) Page 1 of 7

www.compliancesystems.com  
800-868-8522 Fax 616-850-1868

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

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

**BORROWER** and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and any late charges or any other fees and charges due under the Contract.

2. **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. At the request of Lender, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and 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.

3. **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 5.

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 the number of days prescribed by applicable law as set forth in a notice from Lender to Borrower 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 period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under paragraph 17 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.

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

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4. **Preservation, Maintenance and Protection of the Property.** 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 15, by causing the action or proceeding to be dismissed with an 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.

5. **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 all 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 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 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 same rate assessed on advances under the Contract and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. **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.

7. **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 the minimum number of days established by applicable law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

8. **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

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

Initials

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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.

**9. 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 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but has no personal liability under the Contract: (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 Contract without that Borrower's consent.

**10. 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 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 Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.

**11. 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.

**12. 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 Contract conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Contract which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Contract are declared to be severable.

**13. Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

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

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

**15. 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 Contract 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;

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

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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 14.

**16. 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 in this paragraph 16, "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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**17. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (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 bring a court action to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence to the extent permitted by law.

**18. Release.** Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, 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.

**19. 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.

**20. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 15 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**21. 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.

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

Initials

Initials

Initials

Initials

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise address of the Lender herein,  
CNB Bank  
is as follows: 1 South Second St

Clearfield, Pennsylvania 16830-0042

Gregory R. Williams  
Attorney or Agent for Lender

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

Initials

Initials

Initials

Initials

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ITEM 424PAL7 (0512) Page 7 of 7

www.complianceystems.com  
800-968-8522 Fax 818-958-1868

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

23. **Additional Provisions.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Witnesses:

Gregory R. Williams

Gregory R. Williams

Bryan T Witherite

Bryan T Witherite

-Borrower

x Brenda L Witherite

Brenda L Witherite

-Borrower

AKA Brenda L. Swatsworth

-Borrower

-Borrower

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

)  
) ss  
)

On this 13TH day of FEBRUARY, 2007, before me, the undersigned officer, personally appeared BRYAN T WITHERITE AND BRENDA L WITHERITE AKA BRENDA L SWATSWORTH known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes therein contained.

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

My Commission Expires: Commonwealth of Pennsylvania

(Official Seal)

NOTARIAL SEAL  
MARY S. MOORE, Notary Public  
Osceola Mills Boro, Clearfield County  
My Commission Expires May 6, 2010

Mary S. Moore  
NOTARY PUBLIC

Title of Officer

## Exhibit A

All that certain piece or parcel of ground situate in the Township of Pike, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of the "Buck" lot; at the public road and near small stream; thence Westwardly by line of said lot, 80 feet to a post; thence by land now or formerly of Annie B. Clark, Southwardly 50 feet to a post, corner of lot now or formerly of John Kopac; thence Eastwardly by same 80 feet to a post on the bank of said stream; thence along and down said stream and line of said public road or street, 60 feet to a post and place of beginning.

BEING the same premises which vested in Michael C. Sutika and Betty Jo Sutika, husband and wife, by deed of David R. Hoover and Cheryl D. Hoover dated August 29, 1977 and recorded in Clearfield County Recorder's Office in Deed Book Volume 745 at page 345.

*Increase*

CNB BANK  
PO BOX 42  
CLEARFIELD PA 16830

**HOME EQUITY LINE AGREEMENT AND DISCLOSURE STATEMENT**

Date: February 1, 2007

Account Number: 4649257

Branch: 0000005 Presqueisle Street

Officer: Gregory R Williams

Credit Limit: \$30,000.00

Borrower(s) Name(s) and Address(es):

Bryan T Witherite  
Brenda L Witherite

140 Keiser Rd  
Curwensville PA 16833-7801

Thank you for requesting a Home Equity Line. This is the Agreement governing its use.

In this Agreement, the words "you" and "your" refer to all persons (individually and, if more than one, jointly) who sign this Agreement. The words "we," "our," "us" and "Lender" refer to CNB BANK, with which you maintain a Home Equity Line, or any other person or entity to which CNB BANK assigns this Agreement, or any of its rights under this Agreement.

**DEFINITIONS.** In relation to your Account and this Agreement, the following words shall have the meaning indicated:

"Access Device" means a device or method of access, such as a check, a telephonic transfer, or an internet banking transfer, through which you can request an Advance.

"Account" means the Home Equity Line approved by Lender for your use.

"Advance" means an extension of credit to you or on your behalf under this Agreement.

"Agreement" means this Home Equity Line Agreement and Disclosure Statement.

"Annual Percentage Rate" means the cost of your credit expressed as a yearly rate. The Annual Percentage Rate for your Account will be calculated as set forth below in the ANNUAL PERCENTAGE RATE section of this Agreement.

"Application" means your request to Lender for the establishment of a Home Equity Line in a manner approved by Lender.

"Billing Cycle" means the time period that elapses between regular Monthly Billing Statements.

"Change Date" means the date on which a different Annual Percentage Rate may apply to your Account, as set forth below in the ANNUAL PERCENTAGE RATE section of this Agreement.

"Closing Date" means the date of the last day of a Billing Cycle.

"Collateral" means the property you have pledged to secure your Account, as evidenced by the Mortgage you have granted to Lender in connection with this Agreement. The Mortgage secures the property located at:  
709 Ann St, Curwensville, PA 16833-7801 County: Clearfield  
Tax key/parcel #: 126-H10-711-04

"Credit Limit" means the maximum amount of credit available to you on your Account as established by Lender as set forth below in the CREDIT LIMIT section of this Agreement.

"Daily Periodic Rate" means 1/365th of the applicable Annual Percentage Rate as calculated in the ANNUAL PERCENTAGE RATE section of this Agreement, set forth below.

"Draw Period" means the period of time after your Account is opened during which you may obtain Advances under the terms of this Agreement.

"Finance Charge" means the cost of credit extended to you on your Account, as determined by Lender, expressed as a dollar amount.

"Minimum Monthly Payment" means the minimum allowable payment as calculated in the MINIMUM PAYMENT REQUIREMENTS section of this Agreement, set forth below.

"Monthly Billing Statement" means the statement furnished to you on a monthly basis reflecting all charges and credits to your Account during the Billing Cycle.

"New Balance" means the total of the Previous Balance, plus Advances, plus Finance Charge, plus other applicable fees and charges, minus payments and credits, posted to your Account during a Billing Cycle.

"Payment Due Date" means the date on which payment on your account is due. The Payment Due Date is specified on your Monthly Billing Statement.

"Previous Balance" means the balance of your Account at the beginning of a Billing Cycle. This amount is carried over from the New Balance on your Monthly Billing Statement from the month before.

"Protective Advance" means an advance of funds made by Lender, under the terms of this Agreement, to protect Lender's security interest in the Collateral, as set forth below in the sections ADVANCES, SECURITY INTEREST and DEFAULT AND ACCELERATION. Protective Advances will be charged to your Account as an Advance.

**PROMISE TO PAY.** *You promise to pay Lender, pursuant to the terms of this Agreement, all amounts charged to your Account by you or any person who has access to your Account with the actual, apparent, or implied authority to use the Account, including Finance Charges and other costs and fees, and to the extent permitted by law, reasonable attorneys' fees, and costs of collection.*

**JOINT AND SEVERAL LIABILITY.** If your Account is a joint Account, all liability is joint and several.

**ADVANCES.** You may, from time to time, request Advances under your Account by the use of checks, telephonic transfers, or internet banking transfers furnished or made available to you by Lender. If the Account is opened jointly, all borrowers are authorized to request Advances, not exceeding the Credit Limit, and all borrowers agree to be jointly and severally responsible for each and all Advances.

Lender is not obligated to honor any Access Devices other than those supplied or approved by Lender. Lender also is not obligated to honor any Access Device that would cause you to exceed your Credit Limit or that is presented after credit privileges on your Account have been suspended. If Lender allows you to exceed your Credit Limit, the principal amount you owe in excess of your Credit Limit after deducting Protective Advances will be unsecured.

**TRANSACTION REQUIREMENTS.** The following transaction requirements apply to your Account:

*You agree that any Advance that you may request at any particular time shall be in increments of \$100.00. Any attempt to access your Account for amounts other than this increment, or multiples of this increment, may be denied by Lender and any Access Device written for other than this increment, or multiples of this increment, may be returned unpaid by Lender.*

**CANCELLED CHECKS.** Cancelled checks will not be returned to you, but if you make a specific request, Lender will provide photocopies of cancelled checks free of charge.

**CREDIT LIMIT.** This Account has a Credit Limit, at any one time outstanding, of \$30,000.00. *You agree to keep the unpaid balance of your Account within the Credit Limit. If Lender allows Advances which cause this limit to be exceeded, you agree to repay the excess immediately upon demand.*

**FEES AND CHARGES.** The following fees and charges are payable, or have been paid, in connection with your Account.



**Application Fees.** You paid the following fees and charges at the time of application:

Processing Fee	\$68.50
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**Third Party Costs.** The following fees and charges are payable, or have been paid, to third parties in connection with your Account:

Register & Recorder	\$36.50
Abstract & Title Search	\$35.00
Flood Determination	\$10.00

**HAZARD INSURANCE.** You agree to insure the Collateral through a company of your choice subject to Lender's reasonable approval, and you further agree to pay any costs associated with obtaining and maintaining such insurance. You agree to name Lender as loss payee, or, at Lender's request, mortgagee, in the insurance policy. You agree to deliver satisfactory evidence of such insurance to Lender upon request.

**MINIMUM PAYMENT REQUIREMENTS.** Your Account will have a Minimum Monthly Payment during the Draw Period and Repayment Period as described below. The Minimum Monthly Payment may be increased for any amount past due, any amount by which the Credit Limit is exceeded, and all other charges. Minimum payment requirements apply regardless of payments made in prior months but are subject to your right to withhold payment of amounts that you have disputed under disclosed billing error resolution procedures. Payment will be due on the Payment Due Date specified in your Monthly Billing Statement. Subject to the minimum payment requirements described in this Section, you may pay any or all parts of your outstanding balance at any time without penalty. All payments you make on your Account shall be in lawful money of the United States of America.

**Draw Period.** You can obtain advances of credit for 15 years (the "Draw Period"). During the Draw Period, payments will be due monthly. Your Minimum Monthly Payment will be equal to (i) 1.000% of the outstanding balance of your Account as of the closing date of each billing statement, or (ii) \$75.00, whichever is greater (unless your unpaid balance is less than the latter amount, in which case your Minimum Monthly Payment will be your unpaid balance).

**Repayment Period.** After the Draw Period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance over 15 years (the "Repayment Period"). During the Repayment Period, payments will be due monthly. Your Minimum Monthly Payment payment during the Repayment Period will be calculated in the same way as it was during the Draw Period.

**LATE PAYMENT.** If the Minimum Monthly Payment is more than 15 days late, Lender will impose a late charge of the greater of \$20.00 or 10.000% of the amount past due.

**APPLICATION OF PAYMENTS.** Lender reserves the right to apply payments received in payment of your Account in any manner Lender may choose, in Lender's sole discretion, unless a specific order is required by law.

**FINANCE CHARGE.** A Finance Charge will be assessed on the Daily Balance of your Account for every day of your Billing Cycle. A Finance Charge begins to accrue whenever an Advance is posted to your Account, regardless of when and how much you pay after being billed. To get the Daily Balance, Lender takes the beginning balance of your Account for every day of the Billing Cycle, adds all new Advances, subtracts all payments and credits, all unpaid late charges, all unpaid Finance Charges, and all other charges. This gives Lender the daily balance. Lender figures the Finance Charge on your Account by multiplying the applicable Daily Periodic Rate by the Daily Balance of your Account for each day in the Billing Cycle. These amounts are then added together. The resulting sum is the amount of Finance Charge for the Billing Cycle.

**ANNUAL PERCENTAGE RATE.** Your Account will be subject to a variable Annual Percentage Rate equal to based on the Wall Street Journal published Prime Rate (if published in a range, the highest number in the range will be used) in effect on the Change Date ("Index"), plus 1.250 percentage points ("Margin"). A change in the Index will cause a change in the Annual Percentage Rate as of the Change Date, which is the first day of the Billing Cycle following an Index change. Increases or decreases in the Annual Percentage Rate will result in like increases or decreases in the Finance Charge you owe on your Account, but will not affect the method that Lender uses to determine your Minimum Monthly Payment. If your Minimum Monthly Payment amount is based on the percentage of the outstanding balance as of the closing date of each billing statement, as specified in the MINIMUM PAYMENT REQUIREMENTS section, then an increase in the Annual Percentage Rate will result in higher Minimum Monthly Payment amounts. If your Minimum Monthly Payment amount is equal to the dollar amount specified in the MINIMUM PAYMENT REQUIREMENTS section, then an increase in the Annual Percentage Rate may result in you having to make more Minimum Monthly Payments of the same amount. Your Account is currently subject to a Daily Periodic Rate of .0256% and an **\*\*\*ANNUAL PERCENTAGE RATE\*\*\*** of 9.500%. In any event, your Annual Percentage Rate will never be more than 18.000% per annum. Except as limited

by the maximum amount there is no limit on the amount the Annual Percentage Rate can increase or decrease on any Change Date. This Annual Percentage Rate does not include costs other than interest. You understand that the reference to the Index specified in this Agreement is solely for the purpose of establishing an Index from which the Annual Percentage Rate actually assessed on your Account will be determined and that the Annual Percentage Rate is figured by referencing the Index specified and not by referencing the actual rate of interest charged by any institution to any particular borrower(s).

**IRREGULAR PAYMENTS.** Lender's acceptance of late payments or partial payments, or payments marked "payment in full," or bearing language to the same effect, will not operate as a waiver of any of its rights under this Agreement. Lender's acceptance of such irregular payments will not affect your unpaid balance as reflected in Lender's records except to the extent that such payments would affect your unpaid balance were such payments not irregular.

**ACCOUNT ACCESS AND LOST ACCESS DEVICES.** All Access Devices, including checks, telephonic transfer access codes, and internet banking transfer access codes, are the property of Lender. You agree to return all Access Devices in your possession upon Lender's request if, at the time of the request, Advances have been suspended or terminated. *You will immediately notify Lender if you lose or misplace any Access Device, or you believe your Telephonic transfer or Internet Banking transfer Access Code (personal identification number) has been stolen. If you lose an Access Device which is a check and if the check is presented to and honored by Lender, then at Lender's option, you will be liable for up to the stated face amount of the check.*

**MONTHLY STATEMENTS AND NOTICES.** Lender will furnish a Monthly Billing Statement showing the transactions on your Account during the preceding Billing Cycle. You agree to review each statement and advise Lender in writing of any errors or problems within sixty (60) days after Lender furnishes you the first Monthly Billing Statement on which the error or problem appears. Likewise, *you agree to notify Lender promptly and in writing of any change in your address.* Each Monthly Billing Statement is deemed to be a correct statement of your Account unless you establish a billing error under the Federal Truth In Lending Act.

**SECURITY INTEREST.** *You give Lender a mortgage on real property ("Security Instrument") as Collateral to secure all Advances up to your Credit Limit. However, Protective Advances are secured by the Collateral even if they cause the Account balance to exceed the Credit Limit. You agree to fully cooperate with Lender at its request and do whatever is necessary for Lender to take or continue its interest in the property that is intended to be Collateral for your Account. Except for liens described in the Security Instrument delivered to Lender, you agree not to permit, create, or allow any mortgage, encumbrance, or other lien on the Collateral described in the Security Instrument without Lender's prior written consent.* The Collateral given under this SECURITY INTEREST Section is to secure the performance of the covenants in this Agreement, including, without limitation, repayment of all Advances and payment of accrued Finance Charge and other charges.

Even if any provision contained in any other document related to this Agreement says otherwise, it is specifically understood and agreed that the only security interest given to Lender for the purposes of this Agreement is in your dwelling.

**RIGHT OF RESCISSION.** If your Account is secured by a security interest in your principal residence, you are entitled to a three (3) day right of rescission under federal law. By obtaining the first Advance of your Account, you warrant and acknowledge that before the Advance, more than three (3) business days passed from the time Lender provided all of the individuals entitled to rescind the Mortgage with two (2) copies each of the notice of right of rescission, as well as copies of Truth in Lending Disclosures (at application and closing, including the Truth In Lending disclosures contained in this Agreement) and a copy of the Home Equity Brochure published by the Federal Reserve Board, and that no person entitled to rescind has exercised this right of rescission.

**NOTIFICATION OF INTENT TO SELL PROPERTY.** *You agree to give Lender prior written notice of any intended sale or other transfer, whether as security or otherwise, of property which is collateral for the amounts due under this Agreement. You acknowledge and agree that the sale or other transfer of such property without Lender's written consent is a default under this Agreement. Further, you agree that this loan cannot be assumed by any other party nor can title to the property be taken subject to this Agreement.*

**PAYABLE ON DEMAND.** If you are an Executive Officer of Lender, and Lender is a depository institution, and applicable State and/or Federal law dealing with credit extended by Lender to its Executive Officers so requires, your Account shall become immediately due and payable upon demand.

**DEFAULT AND ACCELERATION.** You will be in "default" if:

- (a) You fail to make payments according to the terms of this Agreement, including, to the extent permitted by law, through the filing of a bankruptcy action; or
- (b) You make a false or misleading statement, including any act of omission, on your Account application or in any representation to Lender while your Account is open, to the extent that fraud or misrepresentation as determined by state law occurs; or
- (c) You act or fail to act in a way that adversely affects the Collateral or any rights of Lender in the Collateral; or
- (d) You are an Executive Officer of Lender and applicable state and/or federal law dealing with credit extended by us to you specifically requires that as a condition of your Account the credit shall become due and payable on demand.

If you are in default as provided for above, Lender may, after any required notices and to the extent permitted by law, terminate your Account and declare the entire balance of your Account immediately due and payable. At Lender's option, Lender may instead, after any required notice and to the extent permitted by law, temporarily or permanently prohibit additional Advances or reduce your Credit Limit. However, even if your Account is terminated, Advances suspended, or Credit Limit reduced, Lender may still, but is not required to, make Protective Advances to protect its interest in the Collateral. All Protective Advances are subject to the terms of this Agreement and are secured by the Collateral.

**POST-JUDGMENT INTEREST.** If you are in default, and a judgment in favor of Lender for a specific sum of money has been entered against you, the sum of money shall bear interest at the rate of interest determined in accordance with the provisions set forth in the section ANNUAL PERCENTAGE RATE, or at a rate of six percent per annum, whichever is greater. The interest shall accrue from the date of the verdict or award, or from the date of judgment if the judgment is not entered upon a verdict or award.

**CANCELLATION.** You may cancel your Account at any time by notifying Lender in writing.

If two or more persons are obligated under this Agreement, any one of them may provide Lender with a written request not to permit further Advances under this Agreement, which request Lender may honor. If such an action occurs and the person who made the request to Lender subsequently requests in writing that Lender reinstate all privileges, Lender may do so or Lender may require that all persons obligated under this Agreement agree in writing to reinstate credit privileges. In any event, Lender shall not be obligated to reinstate credit privileges if other conditions exist that permit Lender to suspend Advances.

**TEMPORARY SUSPENSION OF CREDIT AND/OR REDUCTION OF CREDIT LIMIT.** Lender may, after any required notice and to the extent permitted by law, temporarily prohibit Advances and/or reduce your Credit Limit if:

The value of the dwelling securing your Account declines such that the initial difference between the Credit Limit and the available equity, based on the appraised value for the purposes of your Account, is reduced by 50% or more; or

Lender reasonably believes that you will not be able to meet your Account repayment requirements due to a material change in your financial condition; or

You are in default of a material obligation under this Agreement (your material obligations for this purpose are in *italics* in this Agreement); or

Government action prevents Lender from imposing the Annual Percentage Rate called for, or impairs Lender's security for your Account such that the value of the Collateral is less than 120% of your Credit Limit; or

A regulatory agency notifies Lender that continued Advances would constitute an unsafe and unsound practice; or

The Annual Percentage Rate would exceed the maximum rate allowed under your Account.

If Lender temporarily prohibits Advances or reduces your Credit Limit because any of the above conditions exist, within three business days after the time such action is taken, Lender will mail or deliver a written notice of such action, including a reason for it, to each person who is affected. If Advances have been suspended or your Credit Limit reduced, you will have to make a written request to Lender for reinstatement of your credit privileges or Credit Limit to its prior level before Lender will consider such reinstatement. If you make such a request, Lender will investigate and determine whether the condition

which caused Lender's action has changed. You will be notified of Lender's reinstatement action or that Lender's prior action remains in effect. If the condition which caused Lender's action has changed, but another condition exists which itself allows continued temporary suspension of credit and/or reduction of Credit Limit and/or Account termination, Lender may react to such condition in a manner consistent with this Agreement.

**WAIVERS.**

(a) To the extent permitted by law, you agree to waive presentment, notice of dishonor, and protest on behalf of yourself and all makers, sureties, guarantors, and endorsers of the Agreement. The obligations of this Agreement shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

(b) You agree to waive and release Lender from all defenses, rights, and claims you may have against any person or company honoring an Access Device or not permitting a Credit Purchase, except where such rights cannot be waived under the Fair Credit Billing Act (see STATEMENT OF BILLING RIGHTS) or other applicable law.

**GOVERNING LAW.** Except as federal law may apply, this Agreement is governed by the laws of the state of Pennsylvania.

**AMENDMENT.** Lender may change the terms of this Agreement, if the change is to your unequivocal benefit, by mailing or delivering notice to you of the change within the time limits described by the Federal Truth in Lending Act and Regulation Z. In addition, Lender may change the terms of this Agreement:

(a) If this is a variable rate Agreement and the index used to determine the variable interest rate under this Agreement ceases to exist, in which case Lender may substitute an appropriate Margin and an appropriate and substantially similar Index; or

(b) If you agree to the change in writing; or

(c) If the change is insignificant, such as a change in Lender's address for sending a notice of an alleged billing error.

**TAX DEDUCTIBILITY.** You should consult a tax advisor regarding the deductibility of interest and charges under this equity line of credit.

**LIMITATION ON THE USE OF ADVANCED PROCEEDS.** *You agree that you will not use your line of credit to acquire or refinance a one-to-four family dwelling used to secure this Account.*

**SET-OFF.** To the extent permitted by law, Lender has the right to set off any mutual indebtedness. This right will not extend to any Keogh account or IRA.

**COLLECTION OF COSTS.** *To the extent permitted by law, you agree to reimburse Lender for all reasonable costs, expenses, and reasonable attorneys' fees incurred in enforcing its rights under this Agreement.* To the extent permitted by law, Lender may, but is not required to, make one or more Advances on your behalf to pay such costs, expenses, and fees.

**FUTURE INFORMATION.** *Whenever you seek an advance on your Account, Lender may require such proof as it deems necessary to verify your identity. You agree to provide information to update Lender's records related to your Account, and any other financial information related to you, at Lender's request.*

**BILLING STATEMENTS.** Lender will furnish you a Monthly Billing Statement every month in which there is a debit or credit of more than one dollar (\$1.00) or whenever a Finance Charge has been imposed. Lender does not have to furnish you a Monthly Billing Statement if it believes that your Account is uncollectible or if it has started a collection proceeding.

**AGREEMENT ENFORCEMENT.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, all other provisions will remain in full force and effect. If you cancel your Account, or if your Account is terminated, this Agreement will remain in effect, to the extent applicable, as to any unpaid balance.

**ASSIGNMENT.** *This Agreement may not be assigned by you without Lender's prior written consent.* You understand and agree that Lender may assign this Agreement and the security interest securing it without your prior written consent.

**LENDER'S RIGHTS.** Lender does not lose any of its rights, whether arising under this Agreement, any other instrument related to this Agreement, by law, or otherwise, if it delays enforcing them or waives them in a particular instance.

## STATEMENT OF BILLING RIGHTS

### YOUR BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.

If you think your statement is wrong, or if you need more information about an item on your statement, write us on a separate sheet of paper at the address which appears on your monthly statement after the words "Send Inquiries To," or similar wording. Write us as soon as possible. We must hear from you no later than sixty (60) days after we furnished you the first statement on which the error or problem appeared. You may telephone your inquiry, but doing so will not preserve your rights.

In your letter, give us the following information:

- (a) Your name and Account number.
- (b) The dollar amount of the suspected error.
- (c) A description of the error and an explanation (to the extent you can explain) why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to automatically deduct payments from your savings or checking account, you can stop payment on any amount you think is wrong by mailing your notice so that we receive it three (3) business days before the automatic payment is scheduled to occur.

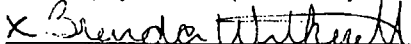
#### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.

1. We must acknowledge your letter within thirty (30) days of receipt, unless we have corrected the error during that 30 days. Within ninety (90) days after receiving your letter, we must either correct the error or explain why we believe your statement was correct.
2. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent, but we can continue to bill you for the amount you question, including finance charges, and apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you remain obliged to pay the parts of your statement that are not in question.
3. If it is determined that we made a mistake on your statement, you will not have to pay any FINANCE CHARGES related to any questioned amount. If we have not made an error, you may have to pay FINANCE CHARGES on the amount you questioned, and you will have to make up any missed payments on the questioned amount. In either case, we will furnish you a statement of the amount you owe and the date it is due.
4. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. In addition, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.
5. If we do not follow these rules, we are not allowed to collect the first \$50.00 of the questioned amount even if the statement was correct.

**ADDITIONAL PROVISIONS.** You may authorize us to automatically deduct your monthly payment from your checking or savings Account with us. If the Automatic Payment Deduction is terminated for any reason, the interest rate on your Account will increase by 1/4 of 1%.

**SIGNATORY.** By signing below, you acknowledge that you are contractually liable under this Agreement. You also acknowledge receipt of a copy of this Agreement, Truth in Lending Disclosures provided by Lender to you at or about the time you requested an application, and a copy of the Home Equity Brochure published by the Federal Reserve Board.

  
Borrower's Signature/Date  
Bryan T Witherite 2-1-07

  
Borrower's Signature/Date  
Brenda L Witherite 2-1-07

Borrower's Signature/Date

Borrower's Signature/Date

LOAS - COLLATERAL



30001802501307480006 BULK FILE  
ID: 05413 - 1 SHORT NAME: Witherite, Bryan T  
LOAN NUMBER: 40402571 NEW NOTE NUMBER  
DOC CODE: L 0001 1 DOC: Home Equity Line Agreement  
USER: JKLING Date: 02 20 2007 11:46:42 AM



August 22, 2007

**CERTIFIED MAIL NUMBER:**

7160 3901 9846 0711 8416

7160 3901 9846 0711 8423

and First Class Mail

Bryan T. Witherite  
140 Keiser Rd.  
Curwensville, PA 16833

Brenda L. Witherite  
a/k/a Brenda L. Swatsworth  
140 Keiser Rd.  
Curwensville, PA 16833

Re: CNB Bank Delinquent Mortgage Account #4649257-1

Dear Mr. & Mrs. Witherite:

The Mortgage which you executed on February 15, 2007, in favor of CNB Bank, for \$30,000.00, is in default. This Mortgage is recorded in Clearfield County Instrument Number 200702504. It encumbers and places a lien upon your rental property known as 707 Ann St., Curwensville, Clearfield County, Pennsylvania 16833.

You have failed to make the full monthly payments since May 2007, and are in default. The total amount of default is \$1,109.08, which includes \$196.83 in late charges.

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 account current by paying CNB Bank a total of \$1,109.08, which includes delinquent payments of \$912.25 and late charges of \$196.83*
- or--*
2. *Second, you can pay this mortgage off entirely by tendering \$31,523.20; which includes a balance of \$30,181.52; accrued interest through August 22, 2007 of \$961.90; late charges of \$196.83; accruing insurance through August 22, 2007 of \$152.45; and a satisfaction fee of \$30.50.*

Interest will accrue at the rate of \$7.8554641 a day and insurance will accrue at the rate of \$1.2414565 a day from August 22, 2007. Your regular monthly payments will also continue to fall due and will be added to the total stated in Number 1 above if you fail to pay them.

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

C

Bryan T. Witherite and Brenda L. Witherite a/k/a Brenda L. Swatsworth  
August 22, 2007  
Page 2

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 balance 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 \$31,523.20, 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 the property, which will result in loss of the property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **Friday, January 4, 2007**.

If you cure your default within the thirty (30) day grace period, the mortgage 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.

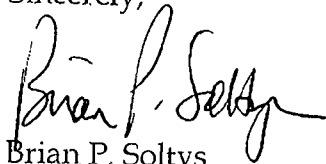
The Law provides that you may sell this real estate subject to your delinquent mortgage, and your buyer, or anyone else, has the right to cure this default as explained in the preceding paragraphs. You also have the right to refinance this debt with another lender if possible. You also have the right to have this default cured by a third party acting on your behalf.

You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such actions against CNB 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 loan unless we receive the entire amount required to cure the default.

If you fail to cure your default within thirty (30) days, which is on or before **Monday, September, 24, 2007**, the bank will confess judgment against you and institute Foreclosure proceedings against your real estate, which will result in your loss of this property at sheriff sale.

Sincerely,



Brian P. Soltys

Credit Adjustor

Ph. 800-492-3221, ext. 201



**FNR®**

## CERTIFIED MAIL



7160 3901 9846 0711 8423  
RETURN RECEIPT REQUESTED

Street | P.O. Box 42 | Clearfield, PA 16830  
Requested

**BANK**

## NOTES

## Notice

BRENDA L. WITHERITE  
140 KEISER I  
CURWENSV NIXIE

NIXIE

185 SE 1

25 .09/10/07

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 16030004242

\*1843-04397-32-41

16A33+7A01-40 R002  
1663000042

OF RETURN ADDRESS FOLD AT DOTTED LINE

## 2. Article Number



7160 3901 9846 0711 8423

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

**1. Article Addressed to:**

LINE 1•

BRENDA L. WITHERITE  
140 KEISER RD  
CURWENSVILLE, PA 16833

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery								
---------------------	--	--	--	--	--	--	--	--

**C. Signature**

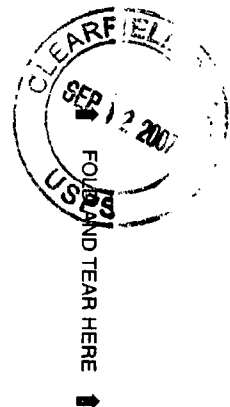
**X**

☐ Agent  
☐ Addressee

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

☐ Yes  
☐ No

**Thank you for using Return Receipt Service**



PS Form 3811, January 2005

### Domestic Return Receipt

D

7160 3901 9446 0711 8416

US Postal Service

**Certified  
Mail  
Receipt**

Domestic Mail Only  
No Insurance  
Coverage Provided

**PS**

Postage

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

**Total Postage & Fees**

\$

\$

5.21

Postmark  
Here

8-22-07

Sent To:

**BRYAN T. WITHERITE  
140 KEISER RD  
CURWENSVILLE, PA 16833**

PS Form 3800, January 2005

US Postal Service

**Certified Mail Receipt**

For two years

to Mail or Priority Mail,  
national mail.

Certified Mail. For

requested to provide proof of  
and attach a Return  
to cover the  
a fee waiver for  
Certified Mail receipt is

to the addressee or  
with the

present the arti-  
the Certified Mail  
and mail.

an inquiry.

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

CNB Bank, : No. 2008-444-CD,  
Plaintiff :  
 :  
vs. :  
 :  
BRYAN T. WITHERITE, and :  
BRENDA L. WITHERITE, a/k/a, :  
BRENDA L. SWATSWORTH :  
Defendant :

**FILED** *Plff pd. 20.00*  
*01/27/09*  
NOV 06 2008 *Notice to Def.*  
S William A. Shaw  
Prothonotary/Clerk of Courts  
*Statement to Atty*  
*(GIC)*

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on August 13, 2008, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

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

BRYAN T. WITHERITE  
140 Keiser Road  
Curwensville, PA 16833

BRENDA L. WITHERITE a/k/a  
BRENDA L. SWATSWORTH  
140 Keiser Road  
Curwensville, PA 16833

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

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of \$32,552.31 plus interest and costs of suit.

a)	Balance	\$30,181.52
b)	Interest Due to 02/27/08	\$ 2,340.29

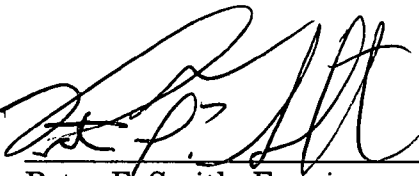
c)	Interest accruing after 02/27/08 at \$5.9949595 per day (to be added)	\$ _____
d)	Late charges	\$ _____
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL	\$32,552.31
-------------------	-------------

FINAL TOTAL	\$ _____
-------------	----------

Respectfully submitted,

Date: 10-17-08

  
 Peter F. Smith, Esquire  
 Attorney for Plaintiff

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

CNB BANK,

Plaintiff

No. 2008-444-CD

vs.

BRYAN T. WITHERITE and  
BRENDA L. WITHERITE, a/k/a  
BRENDA L. SWATSWORTH  
Defendants

TO: BRYAN T. WITHERITE  
140 Keiser Road  
Curwensville, PA 16833

BRENDA L. WITHERITE a/k/a  
BRENDA L. SWATSWORTH  
140 Keiser Road  
Curwensville, PA 16833

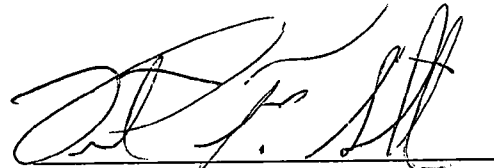
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS TEN (10) DAY PERDIOD SHALL EXPIRE ON AUGUST 25, 2008.

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

Date: August 13, 2008



Peter F. Smith  
Attorney for Plaintiff

cc: Brian P. Soltys, CNB Bank

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

COPY

CNB Bank,	:	No. 2008-444-CD
Plaintiff	:	
	:	
vs.	:	
	:	
BRYAN T. WITHERITE and	:	
BRENDA L. WITHERITE, a/k/a,	:	
BRENDA L. SWATSWORTH,	:	
Defendant	:	

Notice is given that a judgment has been entered of record in Clearfield County against Bryan T. Witherite and Brenda L. Witherite, a/k/a, Brenda L. Swatsworth, Defendants, and in favor of the Plaintiff in the amount of **\$32,552.31**, plus interest and costs.

**Prothonotary**

By William L. Hager, Deputy

Rule of Civil Procedure No. 236

COPY

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

CNB Bank  
Plaintiff(s)

No.: 2008-00444-CD

Real Debt: \$32,552.31

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bryan T. Witherite and  
Brenda L. Witherite a/k/a  
Brenda L. Swatsworth  
Defendant(s)

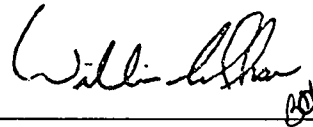
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 6, 2008

Expires: November 6, 2013

Certified from the record this 6th day of November, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

CNB Bank,

Plaintiff

No. 2008-444-CD

vs.

BRYAN T. WITHERITE, and  
BRENDA L. WITHERITE, a/k/a,  
BRENDA L. SWATSWORTH  
Defendant(s)

**FILED** Aff. pd.  
01:48 PM 20.00  
NOV 06 2008  
William A. Shaw Writs to Shff  
Prothonotary/Clerk of Courts  
(CK)

PRAECIPE FOR WRIT OF EXECUTION

To: Clearfield County Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter:

Amounts Due:

a) Balance	\$30,181.52
b) Interest Due to 02/27/08	\$ 2,340.29
c) Interest accruing after 02/27/08 at \$5.9949595 per day (to be added)	\$ _____
d) Late charges	\$ _____
e) Satisfaction Fee	\$ 30.50
f) Costs of Suit (to be added)	\$ _____
g) Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL \$32,552.31

135.00 Prothonotary costs

FINAL TOTAL \$

The parcel of real estate subject to this action consists of a two-story house, together with all improvements thereon, on an Eighty (80) by Eighty (80) Lot, is known as 709 Ann Street, Curwensville, Pennsylvania 16833. It is also identified as Clearfield County Tax Map Number 126-H10-711-4 and is more particularly described as follows:

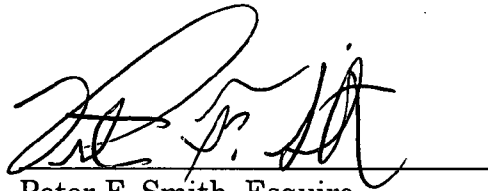


ALL that certain piece or parcel of ground situate in the township of Pike, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of the "Buck" lot; at the public road and near small stream; thence Westwardly by line of said lot, 80 feet to a post; thence by land now or formerly of Annie B Clark, Southwardly 50 feet to a post, corner of lot now or formerly of John Kopac; thence along and down said stream and line of said public road or street, 60 feet to a post and place of beginning.

BEING the same premises conveyed to the Grantors Bryan T. Witherite and Brenda L. Witherite, a/k/a Brenda L. Swatsworth by deed recorded February 15, 2007 and recorded at Clearfield County Instrument Number 200702504.

Dated: 10-17-08

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

Peter F. Smith, Esquire

Attorney for Plaintiff

P. O. Box 130,30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

COPY

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

CNB Bank,	:	
Plaintiff	:	No. 2008-444-CD
	:	
vs.	:	
	:	
BRYAN T. WITHERITE, and	:	
BRENDA L. WITHERITE, a/k/a,	:	
BRENDA L. SWATSWORTH,	:	
Defendant(s)	:	

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

The parcel of real estate subject to this action consists of a two-story house, together with all improvements thereon, on an Eighty (80) by Eighty (80) Lot, is known as 709 Ann Street, Curwensville, Pennsylvania 16833. It is also identified as Clearfield County Tax Map Number 126-H10-711-4 and is more particularly described as follows:

ALL that certain piece or parcel of ground situate in the township of Pike, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of the "Buck" lot; at the public road and near small stream; thence Westwardly by line of said lot, 80 feet to a post; thence by land now or formerly of Annie B Clark, Southwardly 50 feet to a post, corner of lot now or

formerly of John Kopac; thence along and down said stream and line of said public road or street, 60 feet to a post and place of beginning.

BEING the same premises conveyed to the Grantors Bryan T. Witherite and Brenda L. Witherite, a/k/a Brenda L. Swatsworth by deed recorded February 15, 2007 and recorded at Clearfield County Instrument Number 200702504.

Amounts Due:

a)	Balance	\$30,181.52
b)	Interest Due to 02/27/08	\$ 2,340.29
c)	Interest accruing after 02/27/08 at \$5.9949595 per day (to be added)	\$ _____
d)	Late charges	\$ _____
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

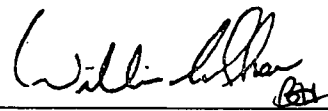
PRELIMINARY TOTAL

\$32,552.31

135.00 Prothonotary costs

FINAL TOTAL

\$



Prothonotary

Deputy

Seal of the Court

Date: 11/16/08

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

CNB BANK,

Plaintiff

vs.

BRYAN T. WITHERITE, and  
BRENDA L. WITHERITE, a/k/a  
BRENDA L. SWATSWORTH,  
Defendants

:  
:  
:  
:  
:  
:  
:  
:  
:

No. 2008-444-CD

**FILED** *no cc*  
*01:45*  
NOV 06 2008 *@*  
William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT PURSUANT TO RULE 3129**

1. Name and address of Plaintiff in the judgment:

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

2. Name and address of Defendants in the judgment:

Bryan T. Witherite  
140 Keiser Road  
Curwensville, PA 16833

Brenda L. Witherite a/k/a  
Brenda L. Swatsworth  
140 Keiser Road  
Curwensville, PA 16833

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

CNB Bank  
P.O. Box 42  
1 South Second Street  
Clearfield, PA 16830  
2008-145-CD

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

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

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

Pike Township	Curwensville Municipal Authority
P.O. Box 27	107 East Market Street
Curwensville, PA 16833	Clearfield, PA 16833

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

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

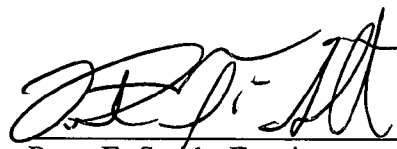
Rosemary Daugherty  
(Terra Tenant)  
709 Ann Street  
Curwensville, PA 16833

E.M. Brown, Inc.  
P.O. Box 767  
Clearfield, PA 16830

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

Dated:

11/5/08



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

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

CNB BANK

Plaintiff

No. 2008-444-CD

vs.

BRYAN T. WITHERITE, and  
BRENDA L. WITHERITE, a/k/a,  
BRENDA L. SWATSWORTH,  
Defendants

FILED NO CC  
DEC 17 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by Certified Mail and by U.S. First Class Mail, Postage Prepaid, a true and correct copy of the Rule 3129 Notice & Sheriff's Handbill on the following parties at the following addresses on December 5, 2008:

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

CERTIFIED &  
U.S. FIRST CLASS MAIL

Bryan T. Witherite,  
140 Keiser Road  
Curwensville, PA 16833  
Curwensville, PA 16833

Brenda L. Witherite a/k/a  
Brenda L. Swatsworth  
140 Keiser Road  
Curwensville, PA 16833

Rosemary Daugherty,  
709 Ann Street  
Curwensville, PA 16833

CNB Bank  
Attn: Brian P. Soltys., Cr. Adj.  
P.O. Box 42, 1 S. 2<sup>nd</sup> St.  
Clearfield, PA 16830

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

Pike Township  
P.O. Box 27  
Curwensville, PA 16833

E.M. Brown, Inc.  
P.O. Box 767  
Clearfield, PA 16830

Curwensville Municipal Authority  
900 Susquehanna Avenue  
Curwensville, PA 16833

Respectfully submitted,



Peter F. Smith, Esquire  
Attorney for Plaintiff  
30 South Second Street, P O. Box 130  
Clearfield, PA 16830

Date: December 5, 2008

Sworn to and subscribed before me this  
5<sup>th</sup> day of December, 2008

Jennifer A. Casher  
Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
JENNIFER A. CASHER, NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES NOVEMBER 20, 2011

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Peter F. Smith, Esquire	
P.O. Box 130	
Clearfield, PA 16830	
One piece of ordinary mail addressed to:	
Curwensville Municipal Authority	
900 Susquehanna Avenue	
Curwensville, PA 16833	

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
DEC 05, 08  
0000  
011\$  
00085835-03



0000

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Peter F. Smith, Esquire	
P.O. Box 130	
Clearfield, PA 16830	
One piece of ordinary mail addressed to:	
Clearfield County Tax Claim Bureau	
Clearfield County Courthouse Annex	
230 East Market Street	
Clearfield, PA 16830	

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Peter F. Smith, Esquire	
P.O. Box 130	
Clearfield, PA 16830	
One piece of ordinary mail addressed to:	
E.M. Brown, Inc.	
P.O. Box 767	
Clearfield, PA 16830	

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
DEC 05, 08  
0000  
011\$  
00085835-03



0000



0000

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
DEC 05, 08  
\$1.10  
00085835-03

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Peter F. Smith, Esquire	
P.O. Box 130	
Clearfield, PA 16830	
One piece of ordinary mail addressed to:	
CNB Bank ATTN: Brian P. Soltys, Cred	
P.O. Box 42	
One South Second Street	
Clearfield, PA 16830	

PS Form 3817, January 2001



0000

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
DEC 05, 08  
\$1.10  
00085835-03

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

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
DEC 05, 08  
0000  
011\$  
00085835-03



0000

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>Peter F. Smith, Esquire</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>Rosemary Daugherty</u>	
<u>Terra Tenant</u>	
<u>709 Ann Street</u>	
<u>Curwensville, PA 16833</u>	

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
DEC 05, '08  
AMOUNT  
\$1.10  
00085835-03



0000

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>Peter F. Smith, Esquire</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>Bryan T. Witherite</u>	
<u>140 Keiser Road</u>	
<u>Curwensville, PA 16833</u>	

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
DEC 05, '08  
AMOUNT  
\$1.10  
00085835-03



0000

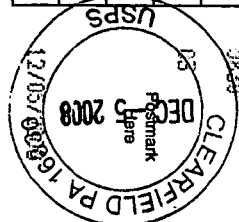
Sent To	Rosemary Daugherty- Terra Tenant
Street, Apt. No.	or PO Box No/09 Ann Street
City, State, ZIP+4	Curwensville, PA 16833

PS Form 3800, June 2002

See Reverse for Instructions

7006 0100 0003 4232 8994

Postage	\$0.42
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$2.20
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$5.32



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

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

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>Peter F. Smith, Esquire</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to:	
<u>Brenda L. Witherite a/k/a Brenda L.</u>	
<u>140 Keiser Road</u>	
<u>Curwensville, PA 16833</u>	

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
DEC 05, '08  
AMOUNT  
\$1.10  
00085835-03



0000



## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Bryan T. Witherite  
140 Keiser Road  
Curwensville, PA 16833

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*Bryan T. Witherite*

☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

*Robert Melvin*

C. Date of Delivery  
*12/4/08*

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

## 3. Service Type

☒ Certified Mail ☐ Express Mail

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

## 2. Article Number

(Transfer from service label)

7006 0810 0001 4503 5037

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Brenda L. Witherite, a/k/a  
Brenda L. Swatsworth  
140 Keiser Road  
Curwensville, PA 16833

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*Robert Melvin*

☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

*Robert Melvin*

C. Date of Delivery  
*12/4/08*

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

## 3. Service Type

☒ Certified Mail ☐ Express Mail

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

## 2. Article Number

(Transfer from service label)

7006 0810 0001 4503 5358

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

# U.S. Postal Service™

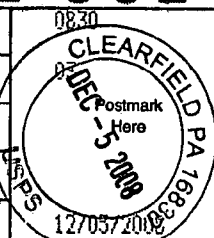
## CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$	08.30
Certified Fee	\$	2.70
Return Receipt Fee (Endorsement Required)	\$	2.20
Restricted Delivery Fee (Endorsement Required)	\$	0.00
Total Postage & Fees	\$	5.32



Sent To  
Brenda L. Witherite, a/k/a Brenda L. Swatsworth  
Street, Apt. No., or PO Box No. 140 Keiser Road  
City, State, ZIP+4 Curwensville, PA 16833

PS Form 3800, June 2002

See Reverse for Instructions

# U.S. Postal Service™

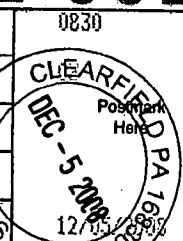
## CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$	08.30
Certified Fee	\$	2.70
Return Receipt Fee (Endorsement Required)	\$	2.20
Restricted Delivery Fee (Endorsement Required)	\$	0.00
Total Postage & Fees	\$	5.32



Sent To  
Bryan T. Witherite  
Street, Apt. No., or PO Box No. 140 Keiser Road  
City, State, ZIP+4 Curwensville, PA 16833

PS Form 3800, June 2002

See Reverse for Instructions

95E5 E054 T000 0190 9002

2E05 E054 T000 0190 9002

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Rosemary Daughtery  
Terra Tenant  
709 Ann Street  
Curwensville, PA 16833

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Rosemary R Daughtery* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Rosemary R Daughtery*

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

17006 0100 0003 4232 8994

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20883  
NO: 08-444-CD

PLAINTIFF: CNB BANK

VS.

DEFENDANT: BRYAN T. WITHERITE AND BRENDA L. WITHERITE A/K/A BRENDA L. SWATSWORTH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/6/2008

LEVY TAKEN 12/5/2008 @ 1:55 PM

POSTED 12/5/2008 @ 1:55 PM

SALE HELD 2/6/2009

SOLD TO CNB BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 2/26/2009

DATE DEED FILED 2/26/2009

PROPERTY ADDRESS 709 ANN STREET CURWENSVILLE , PA 16833

5  
**FILED**  
012:57621  
FEB 26 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

12/5/2008 @ 2:14 PM SERVED BRYAN T. WITHERITE

SERVED BRYAN T. WITHERITE, DEFENDANT, AT HIS RESIDENCE 140 KEISER ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRENDA WITHERITE, WIFE/CO-DEFENDANT

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

12/5/2008 @ 2:14 PM SERVED BRENDA L. WITHERITE A/K/A BRENDA L. SWATSWORTH

SERVED BRENDA L. WITHERITE A/K/A BRENDA L. SWATSWORTH, DEFENDANT, AT HER RESIDENCE 140 KIESER ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRENDA L. WITHERITE

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

12/5/2008 @ 1:55 PM SERVED ROSEMARY DAUGHERTY

SERVED ROSEMARY DAUGHERTY, DEFENDANT, AT HER RESIDENCE 709 ANN STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROSEMARY DAUGHERTY

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20883  
NO: 08-444-CD

PLAINTIFF: CNB BANK

VS.  
DEFENDANT: BRYAN T. WITHERITE AND BRENDA L. WITHERITE A/K/A BRENDA L. SWATSWORTH

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$229.24

SURCHARGE \$60.00 PAID BY PLAINTIFF

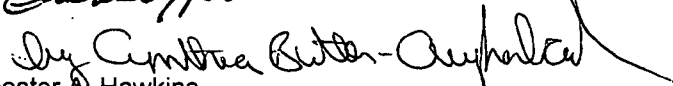
Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,



  
Chester A. Hawkins  
Sheriff

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

CNB Bank,	:	
	:	
Plaintiff	:	No. 2008-444-CD
	:	
vs.	:	
	:	
BRYAN T. WITHERITE, and	:	
BRENDA L. WITHERITE, a/k/a,	:	
BRENDA L. SWATSWORTH,	:	
Defendant(s)	:	

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

The parcel of real estate subject to this action consists of a two-story house, together with all improvements thereon, on an Eighty (80) by Eighty (80) Lot, is known as 709 Ann Street, Curwensville, Pennsylvania 16833. It is also identified as Clearfield County Tax Map Number 126-H10-711-4 and is more particularly described as follows:

ALL that certain piece or parcel of ground situate in the township of Pike, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of the "Buck" lot; at the public road and near small stream; thence Westwardly by line of said lot, 80 feet to a post; thence by land now or formerly of Annie B Clark, Southwardly 50 feet to a post, corner of lot now or

formerly of John Kopac; thence along and down said stream and line of said public road or street, 60 feet to a post and place of beginning.

BEING the same premises conveyed to the Grantors Bryan T. Witherite and Brenda L. Witherite, a/k/a Brenda L. Swatsworth by deed recorded February 15, 2007 and recorded at Clearfield County Instrument Number 200702504.

Amounts Due:

a)	Balance	\$30,181.52
b)	Interest Due to 02/27/08	\$ 2,340.29
c)	Interest accruing after 02/27/08 at \$5.9949595 per day (to be added)	\$ _____
d)	Late charges	\$ _____
e)	Satisfaction Fee	\$ 30.50
f)	Costs of Suit (to be added)	\$ _____
g)	Attorney's commission of amounts reasonably and actually incurred	\$ _____

PRELIMINARY TOTAL

\$32,552.31

135.00 Prothonotary costs

FINAL TOTAL

\$

Will. L. Hagan  
Prothonotary

\_\_\_\_\_  
Deputy

Seal of the Court

Date: 11/6/08

Received this writ this 6<sup>th</sup> day  
of November A.D. 2008  
At 3:00 A.M./P.M. (P.M.)

Charles A. Haverstick  
Sheriff Sgt. Cynthia Butler-Aufderbey

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME BRYAN T. WITHERITE

NO. 08-444-CD

NOW, February 26, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on February 06, 2009, I exposed the within described real estate of Bryan T. Witherite And Brenda L. Witherite A/K/A Brenda L. Swatsworth to public venue or outcry at which time and place I sold the same to CNB BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	6.60
LEVY	15.00
MILEAGE	6.60
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                    \$229.24**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	30,181.52
INTEREST @ 5.9900 %	2,066.55
FROM 02/27/2008 TO 02/06/2009	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	30.50
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	2,340.29
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST                    \$34,678.86**

**COSTS:**

ADVERTISING	311.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	1,086.03
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	229.24
LEGAL JOURNAL COSTS	99.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	202.95

**TOTAL COSTS                                    \$2,237.72**

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

CHESTER A. HAWKINS, Sheriff