08-1267-CD
CNB Bank vs John Palumbo et al

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

CNB BANK, Plaintiff	No. 2008- 1267CD
	Type of Case: **CIVIL**
vs.	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	Type of Pleading: **COMPLAINT TO CONFESS JUDGMENT**
	Filed on Behalf of: **PLAINTIFF**
	Attorney for this party: **Peter F. Smith, Esquire** Supreme Court No. 34291 P.O. Box 130 30 South Second Street Clearfield, PA 16830 (814) 765-5595

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JUL 11 2008
William A. Shaw
Prothonotary/Clerk of Courts

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$20.00
1CC Atty
2CC Sheriff
Notice to Defs.
Statement to
Atty Smith

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

CNB BANK, Plaintiff	:	No. 2008- -CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

COMPLAINT TO CONFESS JUDGMENT

COMES NOW, COUNTY NATIONAL BANK, by its attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 2952 pleads:

1. The name of the Plaintiff is **CNB BANK**, a state banking institution, with its principal office at One South Second Street, Clearfield, Pennsylvania, 16830.

2. The name of the first Defendant is **JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO** with address of 524 Walnut Avenue, DuBois (Clearfield County) Pennsylvania 15801.

3. The name of the second Defendant is **GLORIA A. PALUMBO** with address of 524 Walnut Avenue, DuBois (Clearfield County) Pennsylvania 15801.

4. The Defendants executed a Mortgage dated February 18, 2005 for a principal amount of $90,327.50 which is recorded at Clearfield County Instrument Number 200502534. A true and correct copy of the mortgage is attached hereto and incorporated by reference as Exhibit A.

5. The Defendants executed a Promissory Note which is secured by the mortgage above on February 18, 2005 for a total of $90,327.50 to be repaid to County National Bank. A true and correct copy of the Note is attached hereto and incorporated by reference as Exhibit B.

6. The Defendants also executed a Commercial Loan Agreement in favor of Plaintiff by instrument dated February 18, 2005 for a total of $90,327.50. A true and correct copy of said Business Loan Agreement is attached hereto and incorporated herein by reference as Exhibit C.

7. Said mortgage encumbers real estate known as 715 Daisy Street, Clearfield, Clearfield County, Pennsylvania and more particularly described:

A one-story brick masonry building situate on 50' x 75' lot with address of 715 Daisy Street, Clearfield, Clearfield County, PA 16830, also identified by Clearfield County Tax Map Number 4.4-K08-246-00064, Control Number 004403895, situate in the Clearfield Borough Ward 4, Clearfield County, Pennsylvania, bounded and described as follows:

ALL THAT CERTAIN piece or parcel of ground situate in the Fourth Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Lot No. A16 and Daisy Street; thence along Daisy Street fifty (50) feet to the corner of Eighth and Daisy Streets; thence by Eighth Street seventy-five (75) feet to a post; thence along the line of the residue of the lot of which this is a part fifty (50) feet to a post on the line of Lot No. A16; thence by the line of said Lot No. A16 seventy-five (75) feet to the line of Daisy Street and the place of beginning. Being part of a lot known as No. A15 in the Tannery Addition to Clearfield Borough. Having thereon erected a one-story brick business building.

BEING the same premises conveyed to John Thomas Palumbo and Gloria A. Palumbo, husband and wife, by deed dated May 1, 1982 and recorded in Clearfield County Record Volume 835, page 247.

8. Plaintiff has not assigned this commercial loan agreement.

9. Judgment is not being entered against a natural person in conjunction with a consumer credit transaction. This is a commercial loan for business purposes.

10. Since September of 2007, the Defendants have failed to make the full payments due of $843.03, and at no time since then has a total payment been made which constitutes a default.

11. After crediting all amounts paid by Defendants to Plaintiff in reduction of this loan, there is a total past due of $8,600.37 as of June 17, 2008.

12. 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, Promissory Note and Commercial Loan Agreement expressly provide that Plaintiff can collect its attorney fees and court costs as part of its judgment.

14. The exact amounts due under said loan and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of June17, 2008, are as follows:

a)	Balance	$83,439.10
b)	Late Charge	$ 727.04
c)	Interest Due to 6/17/08	$ 4,941.43
d)	Interest accruing after 6/17/08 at $17.3831458 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Other fees	$_____
g)	Attorney's fees	$_____
i)	Satisfaction fee	$ 30.50
	PRELIMINARY TOTAL	$89,138.07
	FINAL TOTAL	**$**

15. The Promissory Note contains a "Warrant of Attorney to Confess Judgment" which authorizes CNB to obtain judgment by confession.

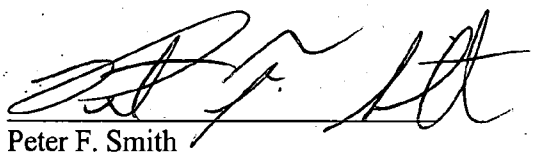
16. Defendant incurred this loan with Plaintiff for commercial purposes. This loan is not "consumer financing."

17. Since this is a commercial loan for a principle debt exceeding fifty thousand ($50,000) dollars, Defendant is not entitled to the notices required by Act 6, 41 Pa.C.S.A. §101 et seq, or Act 91, 35P.S. §1680.401c.

WHEREFORE, Plaintiff demands judgment against Defendants in the amounts specified in paragraph 14 above and as authorized by the warrant permitting Confession of Judgment contained in the Promissory Note attached hereto as Exhibit B.

Respectfully submitted,

Dated: 6/30/08



Peter F. Smith
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

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

David W. Ogden, VP

David W. Ogden,
Vice President

SWORN TO AND SUBSCRIBED
before me this 7th
day of July, 2008.

Patricia A. London
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PATRICIA A. LONDON, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD COUNTY
MY COMMISSION EXPIRES JULY 12, 2008

CLEARFIELD COUNTY
RECORDER OF DEEDS

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

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

Instrument Number - 200502534
Recorded On 2/23/2005 At 9:53:43 AM
*** Instrument Type - MORTGAGE**
*** Total Pages - 11**
Invoice Number - 125256
*** Mortgagor - PALUMBO, JOHN T**
*** Mortgagee - COUNTY NATIONAL BANK**
*** Customer - COUNTY NATIONAL BANK**

*** FEES**

STATE WRIT TAX	$0.50
JCS/ACCESS TO JUSTICE	$10.00
RECORDING FEES - RECORDER	$25.00
RECORDER IMPROVEMENT FUND	$3.00
COUNTY IMPROVEMENT FUND	$2.00
TOTAL	$40.50

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

Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Exhibit A

Prepared By Lori Trumbull, County National Bank, Commercial Loan Department, 1 South Second St, PO Box 42, Clearfield, Pennsylvania 16830

Return To County National Bank, Commercial Loan Department, 1 South Second St, PO Box 42, Clearfield, Pennsylvania 16830

Parcel Number

Space Above This Line For Recording Data

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 02/18/2005. The parties and their addresses are:

MORTGAGOR:
JOHN T PALUMBO
524 Walnut Street
DuBois, Pennsylvania 15801

GLORIA A PALUMBO
524 Walnut Ave
DuBois, Pennsylvania 15801

LENDER:
COUNTY NATIONAL BANK
Organized and existing under the laws of the United States of America
1 South Second St
PO Box 42
Clearfield, Pennsylvania 16830
TIN: 25-0422340

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, the following described property:

Clearfield Borough
DBV 835, Page 247
Map # 4.4-K08-246-00064

The property is located in Clearfield County at 715 Daisy St, Clearfield, Pennsylvania 16830.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect

until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed $90,327.50. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 415786-5, dated February 18, 2005, from Mortgagor to Lender, with a loan amount of $90,327.50, with an initial variable interest rate of 7.5 percent per year until February 18, 2010, after which time it may change as the promissory note prescribes.

B. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to

the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

13. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. The value of the Property declines or is impaired.

M. Insecurity. Lender reasonably believes that Lender is insecure.

14. REMEDIES. On or after default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety,

welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing.)

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

19. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. CO-SIGNERS. If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

21. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement rights relating to the Property.

22. FIXTURE FILING. Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

23. APPLICABLE LAW. This Security Instrument is governed by the laws of Pennsylvania, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

24. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

25. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

26. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

27. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

28. WAIVER OF JURY TRIAL. All of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other documents relating to the Secured Debts or related obligation. All of these parties

acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

_____ (Seal)
John T Palumbo
Individually

_____
(Witness)

_____ (Seal)
Gloria A Palumbo
Individually

_____
(Witness)

LENDER:

County National Bank

By _____ (Seal)
Tammy C Wagner, Staff Commercial Lending Officer

_____
(Witness)

ACKNOWLEDGMENT.

(Individual)

State OF Pennsylvania, County OF Clearfield ss.

On this the 18th day of February, 2005, before me, Cynthia M Pearce, the undersigned officer, personally appeared John T Palumbo, and Gloria A Palumbo, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:

_____
(Notary Public)

NOTARIAL SEAL
CYNTHIA M. PEARCE, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires March 11, 2006

(Lender Acknowledgment)

_____ OF _____, _____ OF _____ ss.

On this the _____ day of _____, _____, before me, _____, the undersigned personally appeared Tammy C Wagner, who acknowledged himself/herself/themselves to be the Staff Commercial Lending Officer of County National Bank, a corporation, and that he/she/they, as such Staff Commercial Lending Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by himself/herself/themselves as Staff Commercial Lending Officer.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:

_____

(Notary Public)

It is hereby certified that the address of the Lender within named is: 1 South Second St PO Box 42, Clearfield, Pennsylvania 16830.

County National Bank

By: Tammy C. Wagner

Tammy C Wagner, Staff Commercial Lending Officer

LQAS - COLLATERAL

$003190265308722

ID: 162485 - 1 SHORT NAME: Palumbo, John T
LOAN_NUMBER: [redacted]6766[redacted] NEW_NOTE_NUMBER:
DOC CODE: L-RECOM-1 DOC: Mortgage
USER: RBANNON Date: 03/08/2006 10:55:05 AM

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
[redacted]5786[redacted]	John T Palumbo		02/18/05	TCW
NOTE AMOUNT	**INDEX (w/Margin)**	**RATE**	**MATURITY DATE**	**LOAN PURPOSE**
$90,327.50	5 yr FHLB of Pitts plus 3.250%	7.500%	02/20/20	Commercial
		Creditor Use Only		

PROMISSORY NOTE

(Commercial - Single Advance - Variable Rate)

DATE AND PARTIES. The date of this Promissory Note (Note) is February 18, 2005. The parties and their addresses are:

LENDER:
COUNTY NATIONAL BANK
1 South Second St
PO Box 42
Clearfield, Pennsylvania 16830
Telephone: (814) 765-9621

BORROWER:
JOHN T PALUMBO
524 Walnut Street
DuBois, Pennsylvania 15801

GLORIA A PALUMBO
524 Walnut Ave
DuBois, Pennsylvania 15801

1. **DEFINITIONS.** As used in this Note, the terms have the following meanings:

A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.

B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.

C. Loan. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.

D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.

E. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

F. Percent. Rates and rate change limitations are expressed as annualized percentages.

2. **PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of **$90,327.50 (Principal)** plus interest from February 18, 2005 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

3. **INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of **7.500 percent (Interest Rate)** until February 18, 2010, after which time it may change as described in the Variable Rate subsection.

A. Interest After Default. If you declare a default under the terms of this Loan, including for failure to pay in full at maturity, you may increase the Interest Rate otherwise payable as described in this section. In such event, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time under the terms of this Note, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the Pennsylvania General Interest Law (Pa. Stat. Ann. title 41, § 101 et seq.).

D. Accrual. During the scheduled term of this Loan interest accrues using an Actual/360 days counting method.

E. Variable Rate. The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: 5 year Federal Home Loan Bank of Pittsburgh.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change February 18, 2010 and every 60 months thereafter.

(3) Calculation Of Change. On each Change Date, you will calculate the Interest Rate, which will be the Current Index plus 3.250 percent. The result of this calculation will be rounded up to the nearest .001 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of scheduled payments will change.

4. **ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Recording - Mortgage. A(n) Recording - Mortgage fee of $42.50 payable from the loan proceeds.

Loan Origination. A(n) Loan Origination fee of $250.00 payable from the loan proceeds.

Abstract or Title Search. A(n) Abstract or Title Search fee of $35.00 payable from the loan proceeds.

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than **15** days late, I will be charged **5.000** percent of the Unpaid Portion of Payment. I will pay this late charge promptly but only once for each late payment.

6. GOVERNING AGREEMENT. This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.

7. PAYMENT. I agree to pay this Note in **180** payments. A payment of **$843.03** will be due March 20, 2005, and on the 20th day of each month thereafter. I will make 60 scheduled payments of this amount. The scheduled payment amount may then change every 60 payments thereafter. Changes in the Interest Rate will not affect the scheduled payment amount during these periods. With each scheduled payment change the payment amount will be adjusted to reflect changes in the Interest Rate during the remaining term of this Note. In addition, changes to the scheduled payment amounts are subject to changes in the Interest Rate as described in the Variable Rate subsection of this Note. A final payment of the entire unpaid balance of Principal and interest will be due February 20, 2020.

Payments will be rounded up to the nearest $.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

If the amount of a scheduled payment does not equal or exceed interest accrued during the payment period the unpaid portion will be added to, and will be payable with, the next scheduled payment.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

8. PREPAYMENT. I may prepay this Loan under the following terms and conditions. In consideration of the interest rate granted, Borrower agrees to pay a 2% refinance penalty. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. LOAN PURPOSE. The purpose of this Loan is to refinance and increase loan amount.

10. SECURITY. This Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Mortgage - 715 Daisy St	John Palumbo , Gloria Palumbo

11. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

12. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

13. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

14. APPLICABLE LAW. This Note is governed by the laws of Pennsylvania, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this Note, you do so for your sole benefit.

15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the

other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

19. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

20. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

21. WAIVER OF JURY TRIAL. All of the parties to this Note knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Note or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

WARRANT OF AUTHORITY TO CONFESS JUDGMENT. Upon default, in addition to all other remedies and rights available to you, by signing below I irrevocably authorize the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against me at any time without stay of execution. I waive notice, service of process, and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest, and accrued charges due on this Note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

By signing immediately below, I agree to the terms of the CONFESSION OF JUDGMENT section.

John T Palumbo
Individually

Gloria A Palumbo
Individually

22. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

(Seal)
John T Palumbo
Individually

(Seal)
Gloria A Palumbo
Individually

LENDER:

County National Bank

By (Seal)
Tammy C Wagner, Staff Commercial Lending Officer

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	AGREEMENT DATE	INITIALS
[redacted]5786[redacted]	John T Palumbo		02/18/05	TCW
NOTE AMOUNT	**INDEX (w/Margin)**	**RATE**	**MATURITY DATE**	**LOAN PURPOSE**
$90,327.50	5 yr FHLB of Pitts plus 3.250%	7.500%	02/20/20	Commercial
		Creditor Use Only		

COMMERCIAL LOAN AGREEMENT

Single Advance Loan

DATE AND PARTIES. The date of this Commercial Loan Agreement (Agreement) is February 18, 2005. The parties and their addresses are as follows:

LENDER:
COUNTY NATIONAL BANK
1 South Second St
PO Box 42
Clearfield, Pennsylvania 16830

BORROWER:
JOHN T PALUMBO
524 Walnut Street
DuBois, Pennsylvania 15801

GLORIA A PALUMBO
524 Walnut Ave
DuBois, Pennsylvania 15801

1. DEFINITIONS. For the purposes of this Agreement, the following terms have the following meanings.

A. Accounting Terms. In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.

B. Insiders. Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.

C. Loan. The Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.

E. Pronouns. The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement, individually or together. "You" and "your" refers to the Loan's lender.

F. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

2. SINGLE ADVANCE. In accordance with the terms of this Agreement and other Loan Documents, you will provide me with a term note in the amount of $90,327.50 (Principal). I will receive the funds from this Loan in one advance. No additional advances are contemplated, except those made to protect and preserve your interests as provided in this Agreement or other Loan Documents.

3. MATURITY DATE. I agree to fully repay the Loan by February 20, 2020.

4. WARRANTIES AND REPRESENTATIONS. I represent and warrant that I have the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing me or to which I am a party.

A. Hazardous Substances. Except as I previously disclosed in writing and you acknowledge in writing, no Hazardous Substance, underground tanks, private dumps or open wells are currently located at, on, in, under or about the Property.

B. Use of Property. After diligent inquiry, I do not know or have reason to know that any Hazardous Substance has been discharged, leached or disposed of, in violation of any Environmental Law, from the property onto, over or into any other property, or from any other property onto, over or into the property.

C. Environmental Laws. I have no knowledge or reason to believe that there is any pending or threatened investigation, claim, judgment or order, violation, lien, or other notice under any Environmental Law that concerns me or the property. The property and any activities on the property are in full compliance with all Environmental Law.

D. Loan Purpose. This Loan is for Commercial purposes.

E. No Other Liens. I own or lease all property that I need to conduct my business and activities. I have good and marketable title to all property that I own or lease. All of my Property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those to you or those you consent to in writing.

F. Compliance With Laws. I am not violating any laws, regulations, rules, orders, judgments or decrees applicable to me or my property, except for those which I am challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should I lose.

G. Legal Disputes. There are no pending or threatened lawsuits, arbitrations or other proceedings against me or my property that singly or together may materially and adversely affect my property, operations, financial condition, or business.

H. Adverse Agreements. I am not a party to, nor am I bound by, any agreement that is now or is likely to become materially adverse to my business, Property or operations.

I. Other Claims. There are no outstanding claims or rights that would conflict with the execution, delivery or performance by me of the terms and conditions of this Agreement or the other Loan Documents. No outstanding claims or rights exist that may result in a lien on the Property, the Property's proceeds and the proceeds of proceeds, except liens that were disclosed to and agreed to by you in writing.

J. Solvency. I am able to pay my debts as they mature, my assets exceed my liabilities and I have sufficient capital for my current and planned business and other activities. I will not become insolvent by the execution or performance of this Loan.

5. FINANCIAL STATEMENTS. I will prepare and maintain my financial records using consistently applied generally accepted accounting principles then in effect. I will provide you with financial information in a form that you accept and under the following terms.

Exhibit C

A. Certification. I represent and warrant that any financial statements that I provide you fairly represents my financial condition for the stated periods, is current, complete, true and accurate in all material respects, includes all of my direct or contingent liabilities and there has been no material adverse change in my financial condition, operations or business since the date the financial information was prepared.

B. Frequency. In addition to the financial statements provided to you prior to closing, I will provide you with current financial statements on an annual basis, or as otherwise requested by you, until I have performed all of my obligations under the Loan and you terminate the Loan in writing.

C. SEC Reports. I will provide you with true and correct copies of all reports, notices or statements that I provide to the Securities and Exchange Commission, any securities exchange or my stockholders, owners, or the holders of any material indebtedness as soon as available or at least within n/a days after issuance.

D. Requested Information. I will provide you with any other information about my operations, financial affairs and condition within 10 days after your request.

E. Additional Financial Statements Term. The financials required above must be submitted to CNB by the end of the sixth month after fiscal year end. If these are not submitted on or before that time, CNB will assess a default interest rate of 1% higher than the current interest rate on Borrower's loans; said rate to begin the 1st of the seventh month and shall continue until said default is cured

6. COVENANTS. Until the Loan and all related debts, liabilities and obligations are paid and discharged, I will comply with the following terms, unless you waive compliance in writing.

A. Participation. I consent to you participating or syndicating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.

B. Inspection. Following your written request, I will immediately pay for all one-time and recurring out-of-pocket costs that are related to the inspection of my records, business or Property that secures the Loan. Upon reasonable notice, I will permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following.

(1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.

(2) You may discuss my affairs, finances and business with any one who provides you with evidence that they are a creditor of mine, the sufficiency of which will be subject to your sole discretion.

(3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds; or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

C. Business Requirements. I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities or own, lease or locate my property. I will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.

D. Compliance with Laws. I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recordation taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.

E. New Organizations. I will obtain your written consent and any necessary changes to the Loan Documents before I organize or participate in the organization of any entity, merge into or consolidate with any one, permit any one else to merge into me, acquire all or substantially all of the assets of any one else or otherwise materially change my legal structure, management, ownership or financial condition.

F. Dealings with Insiders. I will not purchase, acquire or lease any property or services from, or sell, provide or lease any property or services to, or permit any outstanding loans or credit extensions to, or otherwise deal with, any Insiders except as required under contracts existing at the time I applied for the Loan and approved by you or as this Agreement otherwise permits. I will not change or breach these contracts existing at Loan application so as to cause an acceleration of or an increase in any payments due.

G. Other Debts. I will pay when due any and all other debts owed or guaranteed by me and will faithfully perform, or comply with all the conditions and obligations imposed on me concerning the debt or guaranty.

H. Other Liabilities. I will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations, except: debt in existence on the date of this Agreement and fully disclosed to you; debt subordinated in payment to you on conditions and terms acceptable to you; accounts payable incurred in the ordinary course of my business and paid under customary trade terms or contested in good faith with reserves satisfactory to you.

I. Notice to You. I will promptly notify you of any material change in my financial condition, of the occurrence of a default under the terms of this Agreement or any other Loan Document, or a default by me under any agreement between me and any third party which materially and adversely affects my property, operations, financial condition or business.

J. Certification of No Default. On your request, my chief financial officer or my independent accountant will provide you with a written certification that to the best of their knowledge no event of default exists under the terms of this Agreement or the other Loan Documents, and that there exists no other action, condition or event which with the giving of notice or lapse of time or both would constitute a default. As requested, my chief financial officer or my independent accountant will also provide you with computations demonstrating compliance with any financial covenants and ratios contained in this Agreement. If an action, condition or event of default does exist, the certificate must accurately and fully disclose the extent and nature of this action, condition or event and state what must be done to correct it.

K. Use of Loan Proceeds. I will not permit the loan proceeds to be used to purchase, carry, reduce, or retire any loan originally incurred to purchase or carry any margin stock or otherwise cause the Loan to violate Federal Reserve Board Regulations U or X, or Section 8 of the Securities and Exchange Act of 1934 and its regulations, as amended.

L. Dispose of No Assets. Without your prior written consent or as the Loan Documents permit, I will not sell, lease, assign, transfer, dispose of or otherwise distribute all or substantially all of my assets to any person other than in the ordinary course of business for the assets' depreciated book value or more.

M. No Other Liens. I will not create, permit or suffer any lien or encumbrance upon any of my properties for or by anyone, other than you, except for: nonconsensual liens imposed by law arising out of the ordinary course of business on obligations that are not overdue or which I am contesting in good faith after making appropriate reserves; valid purchase money security interests on personal property; or any other liens specifically agreed to by you in writing.

N. Guaranties. I will not guaranty or become liable in any way as surety, endorser (other than as endorser of negotiable instruments in the ordinary course of business) or accommodation endorser or otherwise for the debt or obligations of any other person or entity, except to you or as you otherwise specifically agree in writing.

O. No Default under Other Agreements. I will not allow to occur, or to continue unremedied, any act, event or condition which constitutes a default , or which, with the passage of time or giving of notice, or both, would constitute a default under any agreement, document, instrument or undertaking to which I am a party or by which I may be bound.

P. Legal Disputes. I will promptly notify you in writing of any threatened or pending lawsuit, arbitration or other proceeding against me or any of my property, not identified in my financial statements, or that singly or together with other proceedings may materially and adversely affect my property, operations, financial condition or business. I will use my best efforts to bring about a favorable and speedy result of any of these lawsuits, arbitrations or other proceedings.

Q. Other Notices. I will immediately provide you with any information that may materially and adversely affect my ability to perform this Agreement and of its anticipated effect.

R. Loan Obligations. I will make full and timely payment of all principal and interest obligations, and comply with the other terms and agreements contained in this Agreement and in the other Loan Documents.

S. Insurance. I will obtain and maintain insurance with insurers, in amounts and coverages that are acceptable to you and customary with industry practice. This may include without limitation insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at your request, business interruption and/or rent loss insurance. At your request, I will deliver to you certified copies of all of these insurance policies, binders or certificates. I will obtain and maintain a mortgagee or lender loss payee endorsement for you when these endorsements are available. I will immediately notify you of cancellation or termination of insurance. I will require all insurance policies to provide you with at least 10 days prior written notice to you of cancellation or modification. I consent to you using or disclosing information relative to any contract of insurance required by the Loan for the purpose of replacing this insurance. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance required by any document executed as part of this Loan.

T. Property Maintenance. I will keep all tangible and intangible property that I consider necessary or useful in my business in good working condition by making all needed repairs, replacements and improvements and by making all rental, lease or other payments due on this property.

U. Property Loss. I will immediately notify you, and the insurance company when appropriate, of any material casualty, loss or depreciation to the Property or to my other property that affects my business.

V. Reserves. You may set aside and reserve Loan proceeds for Loan interest, fees and expenses, taxes, and insurance.

No interest will accrue on any reserve Loan proceeds. Disbursement of reserves is disbursement of the Loan's proceeds. At my request, you will disburse the reserves for the purpose they were set aside for, as long as I am not in default under this Agreement. You may directly pay these reserved items, reimburse me for payments I made, or reduce the reserves and increase the Loan proceeds available for disbursement.

W. Additional Taxes. I will pay all filing and recording costs and fees, including any recordation, documentary or transfer taxes or stamps, that are required to be paid with respect to this Loan and any Loan Documents.

7. **DEFAULT.** I will be in default if any of the following occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations I have with you.

C. Death or Incompetency. I die or am declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Agreement.

E. Other Documents. A default occurs under the terms of any other Loan Document.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. The value of the Property declines or is impaired.

M. Insecurity. You reasonably believe that you are insecure.

8. **REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of the Loan immediately due. If I am a debtor in a bankruptcy petition or in an application filed under section 5(a)(3) of the Securities Investor Protection Act, the Loan is automatically accelerated and immediately due and payable without notice or demand upon filing of the petition or application.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of the Loan, and accrue interest at the highest post-maturity interest rate.

E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of the Loan against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of the Loan" means the total amount to which you are entitled to demand payment under the terms of the Loan at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Loan, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

9. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

10. APPLICABLE LAW. This Agreement is governed by the laws of Pennsylvania, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et.seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this Agreement, you do so for your sole benefit.

11. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. You may assign all or part of your rights or duties under this Agreement or the Loan Documents without my consent. If you assign this Agreement, all of my covenants, agreements, representations and warranties contained in this Agreement or the Loan Documents will benefit your successors and assigns. I may not assign this Agreement or any of my rights under it without your prior written consent. The duties of the Loan will bind my successors and assigns.

12. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

13. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

14. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

15. WAIVER OF JURY TRIAL. All of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

16. SIGNATURES. By signing under seal, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

BORROWER:

_____ (Seal)
John T Palumbo
Individually

_____ (Seal)
Gloria A Palumbo
Individually

LENDER:

County National Bank

By _____ (Seal)
Tammy C Wagner, Staff Commercial Lending Officer

LQAS - COLLATERAL
$0031802330872593607 BULK FILE
ID: 182485 - 1 SHORT NAME: Palumbo, John T
LOAN_NUMBER: 5786 NEW_NOTE_NUMBER:
DOC CODE: L-RECOM-1 DOC: Business Loan Agreement
USER: RBANNON Date: 03/08/2006 11:10:32 AM

COPY

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

CNB Bank
Plaintiff(s)

No.: 2008-01267-CD

Real Debt: $89,138.07

Atty's Comm: $

Vs.

Costs: $

Int. From: $

John T. Palumbo
Gloria A. Palumbo
Defendant(s)

Entry: $20.00

Instrument: Confession of Judgment

Date of Entry: July 11, 2008

Expires: July 11, 2013

Certified from the record this 11th day of July, 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

COPY

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

CNB BANK, Plaintiff	:	No. 2008-1267 -CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

Notice is given that a judgment has been entered of record in Clearfield County against JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO and in favor of the Plaintiff in the amount of $89,138.07, plus interest and costs.

Prothonotary

July 11, 2008

By _____, Deputy

Rule of Civil Procedure No. 236

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

CNB BANK, Plaintiff	:	No. 2008- 1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

FILED NO CC
m/11:21 AM
JUL 11 2008
William A. Shaw
Prothonotary/Clerk of Courts

CONFESSION OF JUDGMENT

Pursuant to the Warrant of Authority to Confess Judgment contained in the Promissory Note sued upon, a copy of which is attached to the Complaint in this action, I appear to Confess Judgment in favor of Plaintiff and against the Defendants as follows:

a)	Balance	$83,439.10
b)	Late Charge	$ 727.04
c)	Interest Due to 6/17/08	$ 4,941.43
d)	Interest accruing after 6/17/08 at $17.3831458 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Other fees	$_____
g)	Attorney's fees	$_____
i)	Satisfaction fee	$ 30.50
	PRELIMINARY TOTAL	$89,138.07
	FINAL TOTAL	**$**

Dated: 6/30/08

Peter F. Smith
Attorney for Plaintiff

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

CNB BANK, Plaintiff	:	No. 2008- -CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

AFFIDAVIT PURSUANT TO Pa.R.C.P. 2951(a) (2) (ii)

COMES NOW, DAVID W. OGDEN, Vice President of CNB Bank, who being duly sworn according to law deposes and says:

1. My full name is David W. Ogden. I am an adult and otherwise competent to execute this Affidavit.

2. I am an Vice President of CNB Bank with principal office at One South Second Street, Clearfield, Pennsylvania 16830.

3. In my capacity as Vice President, I am personally familiar with this action.

4. The debt at issue in this action is not part of a "consumer credit transaction."

5. Rather, the Defendants incurred this debt for business purposes as is specified in the Promissory Note and Commercial Loan Agreement attached to and incorporated in the Complaint filed in this action.

David W. Ogden V.P.
David W. Ogden, Vice President
CNB Bank

SWORN TO AND SUBSCRIBED
before me this 7th day
of July, 2008

Patricia A. London
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PATRICIA A. LONDON, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD COUNTY
MY COMMISSION EXPIRES JULY 12, 2008

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

CNB BANK, Plaintiff	:	No. 2008- -CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

CERTIFICATE OF ADDRESS

I, Peter F. Smith, Attorney for the Plaintiff in the above-captioned matter, certify that to the best of my knowledge, information and belief, the correct names and addresses of the Plaintiff and Defendant are:

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

Defendants: John T. Palumbo
a/k/a John Thomas Palumbo
524 Walnut Avenue
DuBois, PA 15801

Gloria A. Palumbo
524 Walnut Avenue
DuBois, PA 15810

Date: 6/30/08

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

Next to maple

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1267-CD

CNB BANK
vs
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO
COMPLAINT TO CONFESS JUDGMENT

SERVICE # 2 OF 2

SERVE BY: 08/10/2008 HEARING: PAGE: 104404

DEFENDANT: GLORIA A. PALUMBO
ADDRESS: 524 WALNUT AVE.
DUBOIS, PA 15801
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDESS IS: VACANT OCCUPIED

ATTEMPTS 7-18-08 - N/H left Notice

FILED
03:30 pm
JUL 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 7-22-08 AT 10:37 AM / PM **SERVED** THE WITHIN

COMPLAINT TO CONFESS JUDGMENT ON GLORIA A. PALUMBO, DEFENDANT

BY HANDING TO John Palumbo, husband

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 524 WALNUT AVE DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT TO CONFESS JUDGMENT FOR GLORIA A. PALUMBO

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO GLORIA A. PALUMBO

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

_____

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M Neyling
Deputy Signature

Jerome M Neyling
Print Deputy Name

FILED

JUL 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1267-CD

CNB BANK
vs
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO

SERVICE # 1 OF 2

COMPLAINT TO CONFESS JUDGMENT

SERVE BY: 08/10/2008 HEARING: PAGE: 104404

DEFENDANT: JOHN T. PALUMBO aka JOHN THOMAS PALUMBO
ADDRESS: 524 WALNUT AVE.
DUBOIS, PA 15801
ALTERNATE ADDRESS

FILED
03:30 cm
JUL 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDESS IS: VACANT OCCUPIED

ATTEMPTS 7-18-08-NH-Left Notice

SHERIFF'S RETURN

NOW, 7-22-08 AT 10:37 AM / PM **SERVED** THE WITHIN

COMPLAINT TO CONFESS JUDGMENT ON JOHN T. PALUMBO aka JOHN THOMAS PALUMBO, DEFENDANT

BY HANDING TO John Palumbo / Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 524 WALNUT AVE DUBOIS PA. 15801

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT TO CONFESS JUDGMENT FOR JOHN T. PALUMBO aka JOHN THOMAS PALUMBO

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOHN T. PALUMBO aka JOHN THOMAS PALUMBO

REASON UNABLE TO LOCATE _____

So Answers: CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

BY: Jerome M. Nevling
Deputy Signature

Jerome M. Nevling
Print Deputy Name

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

FILED Diff pd. $20.00
M/12:58 OCT 02 2008 1cc&6c
5 William A. Shaw Prothonotary/Clerk of Courts cnts to Sheriff
GIC

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO Defendants	:	

PRAECIPE FOR WRIT OF EXECUTION UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue a Writ of Execution upon a judgment entered by confession in the above matter,

(1) directed to the Sheriff of Clearfield County;

(2) against John T. Palumbo a/k/a John Thomas Palumbo and Gloria A. Palumbo, Defendants;

(3) and index this writ

(a) against John T. Palumbo and Gloria A. Palumbo.

(4)

a)	Balance	$83,439.10
b)	Late Charge	$ 727.43
c)	Interest Due to 6/17/08	$ 4,941.43
d)	Interest accruing after 6/17/08 at $17.3831458 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Other fees	$_____
g)	Attorney's fees	$_____
i)	Satisfaction fee	$ 30.50
	PRELIMINARY TOTAL	$89,138.07
	Prothonotary costs	40.00
	FINAL TOTAL	**$**

CERTIFICATION

I certify that

(a) This Praecipe is based upon a judgment entered by confession, and

(b) Notice will be served with the writ of execution pursuant to Rule 2958.2.

Respectfully submitted,

Date: 7/16/08

Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130, 30 South Second St.
Clearfield, PA 16830
(815) 765-5595

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

CNB BANK, Plaintiff	:	No. 2008- 1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

RULE 2965 NOTICE OF
JUDGMENT AND EXECUTION
REQUIRED BY RULE 2958.2. FORM

TO: GLORIA A. PALUMBO

A judgment in the amount of $89,138.07 has been entered against you and in favor of the Plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The court has issued a writ of execution which directs the sheriff to take your money or other property owned by you to pay the judgment. The sheriff's sale has been scheduled for **DECEMBER 5, 2008 at 10:00 a.m.**

You may have legal rights to defeat the judgment or to prevent or delay the sheriff' s sale.

I. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT OR DELAY OF THE SHERIFF' S SALE PRIOR TO THE SHERIFF' S SALE OR YOU MAY LOSE YOUR RIGHTS.

II. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH THE INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

Respectfully submitted,

Date: 7/16/08

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

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

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

RULE 2965 NOTICE OF
JUDGMENT AND EXECUTION
REQUIRED BY RULE 2958.2. FORM

To: JOHN T. PALUMBO
a/k/a JOHN THOMAS PALUMBO

A judgment in the amount of $89,138.07 has been entered against you and in favor of the Plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The court has issued a writ of execution which directs the sheriff to take your money or other property owned by you to pay the judgment. The sheriff's sale has been scheduled for **DECEMBER 5, 2008 a 10:00 a.m.**

You may have legal rights to defeat the judgment or to prevent or delay the sheriff' s sale.

I. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT OR DELAY OF THE SHERIFF' S SALE PRIOR TO THE SHERIFF' S SALE OR YOU MAY LOSE YOUR RIGHTS.

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YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH THE INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

Respectfully submitted,

Date: 7/16/08

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

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

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against JOHN T. PALUMBO a/ka/ JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants:

1. You are directed to levy upon the property owned by the Defendants and to sell their interest therein:

A one-story brick masonry building situate on 50' x 75' lot with address of 715 Daisy Street, Clearfield, Clearfield County, PA 16830, also identified by Clearfield County Tax Map Number 4.4-K08-246-00064, Control Number 004403895, situate in the Clearfield Borough Ward 4, Clearfield County, Pennsylvania, bounded and described as follows:

ALL THAT CERTAIN piece or parcel of ground situate in the Fourth Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Lot No. A16 and Daisy Street; thence along Daisy Street fifty (50) feet to the corner of Eighth and Daisy Streets; thence by Eighth Street seventy-five (75) feet to a post; thence along the line of the residue of the lot of which this is a part fifty (50) feet to a post on the line of Lot No. A16; thence by the line of said Lot No. A16 seventy-five (75) feet to the line of Daisy Street and the place of beginning. Being part of a lot known as No. A15 in the Tannery Addition to Clearfield Borough. Having thereon erected a one-story brick business building.

BEING the same premises conveyed to John Thomas Palumbo and Gloria A. Palumbo, husband and wife, by deed dated May 1, 1982 and recorded in Clearfield County Record Volume 835, page 247.

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

CNB BANK,	:	
Plaintiff	:	No. 2008- 1267-CD
	:	
vs.	:	
	:	
JOHN T. PALUMBO a/k/a	:	
JOHN THOMAS PALUMBO and	:	
GLORIA A. PALUMBO,	:	
Defendants	:	

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of $300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; ánd, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemption, you may lose some of your property.

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

Clearfield County, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-5595

2. Amounts Due:

a)	Balance	$83,439.10
b)	Late Charge	$ 727.04
c)	Interest Due to 6/17/08	$ 4,941.43
d)	Interest accruing after 6/17/08 at $17.3831458 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Other fees	$_____
g)	Attorney's fees	$_____
i)	Satisfaction fee	$ 30.50
	PRELIMINARY TOTAL	$89,138.07
Date: 10/2/08	Prothonotary's fees	$ 40.00
	FINAL TOTAL	**$**

Prothonotary

By:_____
Deputy

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

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above-named Defendants, claim exemption of property from levy or attachment:

(1) From our personal property in my possession which had been levied upon,

(a) We desire that our $300.00 statutory exemption be

____ (i) Set aside in kind (specify property to be set aside in kind):

_____

____ (ii) paid in cash following the sale of the property levied upon; or

(b) We claim the following exemption (specify property and basis of exemption):

_____

(2) From our property which is in the possession of a third party, We claim the following exemptions:

(a) our $300.00 statutory exemption: ___ in cash __ in kind (specify property):

_____

(b) Social Security benefits on deposit in the amount of $_____.

(c) Other (specify amount and basis of exemption):

_____

We request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

_____
Address

_____
Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date:_____

_____
Defendant

_____
Defendant

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

Clearfield County Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CNB BANK, Plaintiff	:	No. 2008- 1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

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:

   John T. Palumbo
   524 Walnut Avenue
   DuBois, PA 15801

   Gloria A. Palumbo
   524 Walnut Avenue
   DuBois, PA 15801

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

   CNB Bank
   P.O. Box 42
   1 South Second Street
   Clearfield, PA 16830
   2008-1267-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:

Clearfield Municipal Authority
107 East Market Street
Clearfield, PA 16830

Clearfield Co. Tax Claim
Clearfield Co. Annex Building
230 East 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:

Raymond L. Calhoun
882 Mt. Joy Road
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: 10/1/08

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- 1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE OF JUDGMENT AND EXECUTION REQUIRED BY RULE 2958.2 FORM** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on October 2, 2008:

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

Certified Mail &	**Certified Mail &**	
U.S. First Class Mail	**U.S. First Class Mail**	
John T. Palumbo	Gloria A. Palumbo	CNB Bank
524 Walnut Avenue	524 Walnut Avenue	P.O. Box 42
DuBois, PA 15801	DuBois, PA 15801	Clearfield, PA 16830
Clearfield Co. Tax Claim	Clfd Municipal Auth.	Raymond L. Calhoun
Clearfield Co. Annex	107 East Market Street	882 Mt. Joy Road
230 East Market Street	Clearfield, PA 16830	Clearfield, PA 16830
Clearfield, PA 16830		

Date: October 7 ,2008

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

SWORN AND SUBSCRIBED
before me this 7 day of
October, 2008.

Notary Public

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

FILED NO CC
10:44 AM
OCT 08 2008

William A. Shaw
Prothonotary/Clerk of Courts

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 Co. Tax Claims
Clearfield Co. Annex Building
230 East Market Street
Clearfield, PA 16830

PS Form **3817**, January 2001

CLEARFIELD PA 16830 OCT - 2 2008 USPS

U.S. POSTAGE PAID CLEARFIELD, PA 16830 OCT 02 '08 AMOUNT $1.10 00090512-07

7006 0100 0003 4232 8857

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

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

OFFICIAL USE

Postage	$ $0.57
Certified Fee	$2.70
Return Receipt Fee (Endorsement Required)	$2.20
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ $5.49

Postmark Here 10/02/2008 07 0830

Sent To Gloria A. Palumbo
Street, Apt. No.; or PO Box No. 524 Walnut Avenue
City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2002 See Reverse for Instr

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:

John T. Palumbo
524 Walnut Avenue
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature X Gloria Palumbo ☐ Agent ☐ Addressee

B. Received by (Printed Name) X Gloria Palumbo C. Date of Delivery

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

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

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

2. Article Number *(Transfer from service label)* 7006 0100 0003 4232 8840

PS Form **3811**, February 2004 Domestic Return Receipt 102595-02-M-1540

7006 0100 0003 4232 8840

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

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

OFFICIAL USE

Postage	$ $0.57
Certified Fee	$2.70
Return Receipt Fee (Endorsement Required)	$2.20
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ $5.49

Postmark Here 10/02/2008 07 0830

Sent To

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:

Gloria A. Palumbo
524 Walnut Avenue
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature X Gloria Palumbo ☐ Agent ☐ Addressee

B. Received by (Printed Name) X Gloria Palumbo C. Date of Delivery

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

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

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

2. Article Number *(Transfer from service label)* 7006 0100 0003 4232 8857

PS Form **3811**, February 2004 Domestic Return Receipt 102595-02-M-1540

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:

Gloria A. Palumbo
524 Walnut Avenue
DuBois, PA 15801

PS Form **3817**, January 2001

U.S. POSTAGE PAID CLEARFIELD, PA 16830 OCT 02 '08 AMOUNT $1.10 00090512-07

CLEARFIELD PA 16830 OCT -2 2008 USPS

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One piece of ordinary mail addressed to:

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CLEARFIELD PA 16830 OCT -2 2008 USPS

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Received From:

Peter F. Smith, Esquire
P.O. Box 130
Clearfield, PA 16830

One piece of ordinary mail addressed to:

Clearfield Municipal authority
107 eAst Market Street
Clearfield, PA 16830

PS Form **3817**, January 2001

U.S. POSTAGE PAID CLEARFIELD, PA 16830 OCT 02 '08 AMOUNT $1.10 00090512-07

CLEARFIELD PA 16830 OCT -2 2008 USPS

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
Brian P. Soltys, Credit Adjustor
P.O. Box 42, 1 South second Street
Clearfield, PA 16830

PS Form **3817**, January 2001

U.S. POSTAGE PAID CLEARFIELD, PA 16830 OCT 02 '08 AMOUNT $1.10 00090512-07

CLEARFIELD PA 16830 OCT -2 2008 USPS

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Received From:

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Clearfield, PA 16830

One piece of ordinary mail addressed to:

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PS Form **3817**, January 2001

U.S. POSTAGE PAID CLEARFIELD, PA 16830 OCT 02 '08 AMOUNT $1.10 00090512-07

CLEARFIELD PA 16830 OCT -2 2008 USPS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104404
NO: 08-1267-CD
SERVICES 2
COMPLAINT TO CONFESS JUDGMENT

PLAINTIFF: CNB BANK
vs.
DEFENDANT: JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CNB Bank	424967	20.00
SHERIFF HAWKINS	CNB Bank	424967	68.46

FILED
03:40 pm
OCT 13 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

_____

So Answers,

Chester A. Hawkins
Sheriff

FILED

OCT 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20850
NO: 08-1267-CD

PLAINTIFF: CNB BANK
vs.
DEFENDANT: JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO AND GLORIA A. PALUMBO

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/2/2008

5 FILED
01:28 PM
JAN 14 2009
William A. Shaw
Prothonotary/Clerk of Courts

LEVY TAKEN	10/10/2008 @ 1:30 PM
POSTED	10/10/2008 @ 1:26 PM
SALE HELD	12/5/2008
SOLD TO	CNB BANK
SOLD FOR AMOUNT	$1.00 PLUS COSTS
WRIT RETURNED	1/14/2009
DATE DEED FILED	1/14/2009
PROPERTY ADDRESS	715 DAISY STREET CLEARFIELD , PA 16830

SERVICES

10/21/2008 @ 11:43 AM SERVED JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO

SERVED JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO, DEFENDNT, AT HIS RESIDENCE 524 WALNUT AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO

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

10/21/2008 @ 11:43 AM SERVED GLORIA A. PALUMBO

SERVED GLORIA A. PALUMBO, DEFENDANT, AT HER RESIDENCE 524 WALNUT AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN PALUMBO, HUSBAND/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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20850
NO: 08-1267-CD

PLAINTIFF: CNB BANK
vs.
DEFENDANT: JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO AND GLORIA A. PALUMBO

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS $225.27

SURCHARGE $40.00 PAID BY PLAINTIFF

Sworn to Before Me This

_____ Day of _____ 2008

_____

So Answers,

Chester A. Hawkins
by Cynthia Butler-Aufenlad
Chester A. Hawkins
Sheriff

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

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against JOHN T. PALUMBO a/ka/ JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants:

1. You are directed to levy upon the property owned by the Defendants and to sell their interest therein:

A one-story brick masonry building situate on 50' x 75' lot with address of 715 Daisy Street, Clearfield, Clearfield County, PA 16830, also identified by Clearfield County Tax Map Number 4.4-K08-246-00064, Control Number 004403895, situate in the Clearfield Borough Ward 4, Clearfield County, Pennsylvania, bounded and described as follows:

ALL THAT CERTAIN piece or parcel of ground situate in the Fourth Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Lot No. A16 and Daisy Street; thence along Daisy Street fifty (50) feet to the corner of Eighth and Daisy Streets; thence by Eighth Street seventy-five (75) feet to a post; thence along the line of the residue of the lot of which this is a part fifty (50) feet to a post on the line of Lot No. A16; thence by the line of said Lot No. A16 seventy-five (75) feet to the line of Daisy Street and the place of beginning. Being part of a lot known as No. A15 in the Tannery Addition to Clearfield Borough. Having thereon erected a one-story brick business building.

BEING the same premises conveyed to John Thomas Palumbo and Gloria A. Palumbo, husband and wife, by deed dated May 1, 1982 and recorded in Clearfield County Record Volume 835, page 247.

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

CNB BANK,	:	
Plaintiff	:	No. 2008- 1267-CD
	:	
vs.	:	
	:	
JOHN T. PALUMBO a/k/a	:	
JOHN THOMAS PALUMBO and	:	
GLORIA A. PALUMBO,	:	
Defendants	:	

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of $300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemption, you may lose some of your property.

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

Clearfield County, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-5595

2. Amounts Due:

a)	Balance	$83,439.10
b)	Late Charge	$ 727.04
c)	Interest Due to 6/17/08	$ 4,941.43
d)	Interest accruing after 6/17/08 at $17.3831458 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Other fees	$_____
g)	Attorney's fees	$_____
i)	Satisfaction fee	$ 30.50
	PRELIMINARY TOTAL	$89,138.07
Date: 10/2/08	Prothonotary's fees	$ 40.00
	FINAL TOTAL	**$**

Prothonotary

By:_____
Deputy

Received this writ this 2nd day
of October A.D. 2008
At 2:30 A.M./P.M.

Chester A. Hawkins
Sheriff by Cynthia Butler-Aufdenkampe

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

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above-named Defendants, claim exemption of property from levy or attachment:

(1) From our personal property in my possession which had been levied upon,

(a) We desire that our $300.00 statutory exemption be

____ (i) Set aside in kind (specify property to be set aside in kind):

_____

____ (ii) paid in cash following the sale of the property levied upon; or

(b) We claim the following exemption (specify property and basis of exemption):

_____

(2) From our property which is in the possession of a third party, We claim the following exemptions:

(a) our $300.00 statutory exemption: ___ in cash __ in kind (specify property):

_____

(b) Social Security benefits on deposit in the amount of $_____.

(c) Other (specify amount and basis of exemption):

_____

We request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

_____
Address

_____
Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date:_____

_____
Defendant

_____
Defendant

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

Clearfield County Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NAME JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO NO. 08-1267-CD

NOW, January 14, 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 December 05, 2008, I exposed the within described real estate of John T. Palumbo A/K/A John Thomas Palumbo And Gloria A. Palumbo 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	22.23
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
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	**$225.27**

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	**$29.00**

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	83,439.10
INTEREST @ 17.3800 %	2,954.60
FROM 06/18/2008 TO 12/05/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	727.43
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	4,941.43
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	**$92,102.56**

COSTS:

ADVERTISING	328.00
TAXES - COLLECTOR	2,191.86
TAXES - TAX CLAIM	2,351.10
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	225.27
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	40.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	88.54
TOTAL COSTS	**$5,560.77**

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

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

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO Defendants	:	

FILED
OCT 28 2010
William A. Shaw
Prothonotary/Clerk of Courts

4 0/11:00/c
No cert copies
Issued 6 writs to Sha

PRAECIPE FOR WRIT OF EXECUTION UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue a Writ of Execution upon a judgment entered by confession in the above matter,

(1) directed to the Sheriff of Clearfield County;

(2) against John T. Palumbo a/k/a John Thomas Palumbo and Gloria A. Palumbo, Defendants;

(3) and index this writ

(a) against John T. Palumbo and Gloria A. Palumbo.

(4)

a)	Balance	$83,439.10
b)	Late Charge	$ 727.43
c)	Interest Due to 6/17/08	$ 4,941.43
d)	Interest accruing after 6/17/08 at $17.3831458 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Other fees	$_____
g)	Attorney's fees	$_____
i)	Satisfaction fee	$ 30.50
	PRELIMINARY TOTAL	$89,138.07
	Prothonotary costs $60.—	
	FINAL TOTAL	**$**

CERTIFICATION

I certify that

(a) This Praecipe is based upon a judgment entered by confession, and

(b) Notice will be served with the writ of execution pursuant to Rule 2958.2.

Respectfully submitted,

Date: 10-27-10

Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130, 30 South Second St.
Clearfield, PA 16830
(815) 765-5595

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

CNB BANK, Plaintiff	:	No. 2008- 1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of $300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemption, you may lose some of your property.

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

Clearfield County, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-5595

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

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against JOHN T. PALUMBO a/ka/ JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants:

1. You are directed to levy upon the property owned by the Defendants and to sell their interest therein:

A one-story brick masonry building situate on 50' x 75' lot with address of 715 Daisy Street, Clearfield, Clearfield County, PA 16830, also identified by Clearfield County Tax Map Number 4.4-K08-246-00064, Control Number 004403895, situate in the Clearfield Borough Ward 4, Clearfield County, Pennsylvania, bounded and described as follows:

ALL THAT CERTAIN piece or parcel of ground situate in the Fourth Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Lot No. A16 and Daisy Street; thence along Daisy Street fifty (50) feet to the corner of Eighth and Daisy Streets; thence by Eighth Street seventy-five (75) feet to a post; thence along the line of the residue of the lot of which this is a part fifty (50) feet to a post on the line of Lot No. A16; thence by the line of said Lot No. A16 seventy-five (75) feet to the line of Daisy Street and the place of beginning. Being part of a lot known as No. A15 in the Tannery Addition to Clearfield Borough. Having thereon erected a one-story brick business building.

BEING the same premises conveyed to John Thomas Palumbo and Gloria A. Palumbo, husband and wife, by deed dated May 1, 1982 and recorded in Clearfield County Record Volume 835, page 247.

2. Amounts Due:

a)	Balance	$83,439.10
b)	Late Charge	$ 727.04
c)	Interest Due to 6/17/08	$ 4,941.43
d)	Interest accruing after 6/17/08 at $17.3831458 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Other fees	$_____
g)	Attorney's fees	$_____
i)	Satisfaction fee	$ 30.50
	PRELIMINARY TOTAL	$89,138.07
	Prothonotary's fees	$ 60.—
	FINAL TOTAL	**$**

Date:
10-28-10

Prothonotary

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan, 2014
Clearfield Co., Clearfield, PA

By:_____
Deputy

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

CNB BANK,	:	
Plaintiff	:	No. 2008-1267-CD
vs.	:	
	:	
JOHN T. PALUMBO a/k/a	:	
JOHN THOMAS PALUMBO and	:	
GLORIA A. PALUMBO,	:	
Defendants	:	

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above-named Defendants, claim exemption of property from levy or attachment:

(1) From our personal property in my possession which had been levied upon,

(a) We desire that our $300.00 statutory exemption be

____ (i) Set aside in kind (specify property to be set aside in kind):

_____

____ (ii) paid in cash following the sale of the property levied upon; or

(b) We claim the following exemption (specify property and basis of exemption):

_____

(2) From our property which is in the possession of a third party, We claim the following exemptions:

(a) our $300.00 statutory exemption: ___ in cash __ in kind (specify property):

_____

(b) Social Security benefits on deposit in the amount of $_____.

(c) Other (specify amount and basis of exemption):

_____

We request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

_____
Address

_____
Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date:_____

_____
Defendant

_____
Defendant

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

Clearfield County Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

RULE 2965 NOTICE OF
JUDGMENT AND EXECUTION
REQUIRED BY RULE 2958.2. FORM

To: JOHN T. PALUMBO
a/k/a JOHN THOMAS PALUMBO

A judgment in the amount of $89,138.07 has been entered against you and in favor of the Plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The court has issued a writ of execution which directs the sheriff to take your money or other property owned by you to pay the judgment. The sheriff's sale has been scheduled for **December 3, 2010 a 10:00 a.m.**

You may have legal rights to defeat the judgment or to prevent or delay the sheriff' s sale.

I. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT OR DELAY OF THE SHERIFF' S SALE PRIOR TO THE SHERIFF' S SALE OR YOU MAY LOSE YOUR RIGHTS.

II. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH THE INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

Respectfully submitted,

Date: 10-28-10

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

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

CNB BANK, Plaintiff	:	No. 2008- 1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

FILED
019:19301
NOV 05 2010
William A. Shaw
Prothonotary/Clerk of Courts
1cc Atty Smith

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE OF JUDGMENT AND EXECUTION REQUIRED BY RULE 2958.2 FORM** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on November 1, 2010:

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

Certified Mail &
U.S. First Class Mail
John T. Palumbo
524 Walnut Avenue
DuBois, PA 15801

Certified Mail &
U.S. First Class Mail
Gloria A. Palumbo
524 Walnut Avenue
DuBois, PA 15801

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

Clearfield Co. Tax Claim
Clearfield Co. Annex
230 East Market Street
Clearfield, PA 16830

Clfd Municipal Auth.
107 East Market Street
Clearfield, PA 16830

Raymond L. Calhoun
Tenant
882 Mt. Joy Road
Clearfield, PA 16830

Carl Belin, Jr. Attorney for
Palumbo Meats of DuBois, Inc.
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

David J. Novak, Defendant's Bankruptcy Attorney
400 AmeriServ Financial Building
P.O. Box 280
Johnstown, PA 15907

James R. Walsh, Trustee of
Defendant's Bankruptcy
216 Franklin Street
PO Box 280
Johnstown, PA 15907-0280

John Sughrue, Attorney for
Emily C. Weaver
225 E. Market Street
Clearfield, PA 16830

Date: 10-26-10

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

SWORN AND SUBSCRIBED
before me this 1st day of
Nov, 2010.

Notary Public

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

CNB vs. Palumbo
Clfd County Docket No. 2008-1267-CD
Exhibit A to Certificate of Service

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: PETER F. SMITH, ATTORNEY
PO BOX 130
CLEARFIELD,PA 16830

To: JAMES R. WALSH, ATTORNEY
216 FRANKLIN STREET
PO BOX 280
JOHNSTOWN,PA 15907-0280

PS Form **3817**, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD,PA 16830 NOV 01 '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: PETER F. SMITH, ATTORNEY
PO BOX 130
CLEARFIELD,PA 16830

To: CLEARFIELD MUNICIPAL AUTHORITY
107 EAST MARKET STREET
CLEARFIELD,PA 16830

PS Form **3817**, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD,PA 16830 NOV 01 '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: PETER F. SMITH
PO BOX 130
CLEARFIELD,PA 16830

To: JOHN SUGHRUE, ATTORNEY
225 E. MARKET STREET
CLEARFIELD,PA 16830

PS Form **3817**, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD,PA 16830 NOV 01 '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: PETER F. SMITH, ATTORNEY
PO BOX 130
CLEARFIELD,PA 16830

To: RAYMOND L. CALHOUN
882 MT. JOY ROAD
CLEARFIELD,PA 16830

PS Form **3817**, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD,PA 16830 NOV 01 '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: PETER F. SMITH, ATTORNEY
PO BOX 130
CLEARFIELD,PA 16830

To: DAVID J. NOVAK, ATTORNEY
400 AMERISERV FINANCIAL BUILDING
PO BOX 280
JOHNSTOWN, PA 15907

PS Form **3817**, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD,PA 16830 NOV 01 '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

UNITED STATES POSTAL SERVICE

Certificat Mai

This Certificate of Mailing provides evidence that mail has been presented to USPS® for r
This form may be used for domestic and international mail.

From: PETER F. SMITH, ATTORNEY
PO BOX 130
CLEARFIELD,PA 16830

To: CARL BELIN, JR. ATTORNEY
515 NORTH FRONT STREET
PO BOX 1
CLEARFIELD,PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD.PA 16830 NOV 01, '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.
This form may be used for domestic and international mail.

From: PETER F. SMITH, ATTORNEY
PO BOX 130
CLEARFIELD,PA 16830

To: GLORIA A. PALUMBO
524 WALNUT STREET
DUBOIS,PA 15801

PS Form 3817, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD.PA 16830 NOV 01, '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

UNITED STATES POSTAL SERVICE

Certificate Maili

This Certificate of Mailing provides evidence that mail has been presented to USPS® for ma
This form may be used for domestic and international mail.

From: PETER F. SMITH, ATTORNEY
PO BOX 130
CLEARFIELD, PA 16830

To: CLEARFIELD COUNTY TAX CLAIM
CLEARFIELD COUNTY ANNEX
230 EAST MARKET STREET
CLEARFIELD, PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD.PA 16830 NOV 01, '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

UNITED STATES POSTAL SERVICE

Certificate Mailin

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailin
This form may be used for domestic and international mail.

From: PETER F. SMITH, ATTORNEY
PO BOX 130
CLEARFIELD, PA 16830

To: JOHN T. PALUMBO
524 WALNUT STREET
DUBOIS,PA 15801

PS Form 3817, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD.PA 16830 NOV 01, '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

UNITED STATES POSTAL SERVICE

Certificate O Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing
This form may be used for domestic and international mail.

From: PETER F. SMITH, ATTORNEY
PO BOX 130
CLEARFIELD,PA 16830

To: CNB BANK
PO BOX 42
CLEARFIELD, PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065

U.S. POSTAGE PAID CLEARFIELD.PA 16830 NOV 01, '10 AMOUNT $1.15 00085835-03

UNITED STATES POSTAL SERVICE 1000

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

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

OFFICIAL USE

Postage	$ $2.80
Certified Fee	$2.30
Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	$5.54
Total Postage & Fees	$

Postmark Here
NOV 1 2010
CLEARFIELD PA 16830
USPS

7006 0100 0003 4232 5993

Sent To
JOHN T. PALUMBO
Street, Apt. No.; or PO Box No. 524 WALNUT STREET
City, State, ZIP+4 DUBOIS,PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

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

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

OFFICIAL USE

Postage	$ $2.80
Certified Fee	$2.30
Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	$5.54
Total Postage & Fees	$

Postmark Here
NOV 1 2010
CLEARFIELD PA 16830
USPS

7006 0100 0003 4232 5993

Sent To
GLORIA A. PALUMBO
Street, Apt. No.; or PO Box No. 524 WALNUT STREET
City, State, ZIP+4 DUBOIS, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

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:

JOHN T. PALUMBO
524 WALNUT STREET
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 11-9-10

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 0100 0003 4232 5993

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:

GLORIA A. PALUMBO
524 WALNUT STREET
DUBOIS,PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 11-9-10

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 0100 0003 4232 5443

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21257
NO: 08-1267-CD

PLAINTIFF: CNB BANK
vs.
DEFENDANT: JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO AND GLORIA A. PALUMBO

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/28/2010

LEVY TAKEN 10/28/2010 @ 3:30 PM

POSTED 10/29/2010 @ 3:30 PM

SALE HELD 12/3/2010

SOLD TO CNB BANK

SOLD FOR AMOUNT $1.00 PLUS COSTS

WRIT RETURNED 12/29/2010

DATE DEED FILED 12/29/2010

PROPERTY ADDRESS 715 DAISY STREET CLEARFIELD , PA 16830

FILED
01:55 PM
DEC 29 2010
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

10/29/2010 @ 11:40 AM SERVED JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO

SERVED JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO, DEFENDANT, AT HIS RESIDENCE 524 WALNUT AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GLORIA PALUMBO, 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.

10/29/2010 @ 11:40 AM SERVED GLORIA A. PALUMBO

SERVED GLORIA A. PALUMBO, DEFENDANT, AT HER RESIDENCE 524 WALNUT AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GLORIA A. PALUMBO,

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 # 21257
NO: 08-1267-CD

PLAINTIFF: CNB BANK
vs.
DEFENDANT: JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO AND GLORIA A. PALUMBO

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS $222.28

SURCHARGE $40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2010

_____

So Answers,

Chester A. Hawkins
by Cynthia Butler-Aughbaugh
Chester A. Hawkins
Sheriff

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

CNB BANK, Plaintiff	:	No. 2008- 1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

WRIT OF EXECUTION
NOTICE

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The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of $300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemption, you may lose some of your property.

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

Clearfield County, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-5595

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

CNB BANK, Plaintiff	:	No. 2008-1267-CD
vs.	:	
JOHN T. PALUMBO a/k/a JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants	:	

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against JOHN T. PALUMBO a/ka/ JOHN THOMAS PALUMBO and GLORIA A. PALUMBO, Defendants:

1. You are directed to levy upon the property owned by the Defendants and to sell their interest therein:

A one-story brick masonry building situate on 50' x 75' lot with address of 715 Daisy Street, Clearfield, Clearfield County, PA 16830, also identified by Clearfield County Tax Map Number 4.4-K08-246-00064, Control Number 004403895, situate in the Clearfield Borough Ward 4, Clearfield County, Pennsylvania, bounded and described as follows:

ALL THAT CERTAIN piece or parcel of ground situate in the Fourth Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of Lot No. A16 and Daisy Street; thence along Daisy Street fifty (50) feet to the corner of Eighth and Daisy Streets; thence by Eighth Street seventy-five (75) feet to a post; thence along the line of the residue of the lot of which this is a part fifty (50) feet to a post on the line of Lot No. A16; thence by the line of said Lot No. A16 seventy-five (75) feet to the line of Daisy Street and the place of beginning. Being part of a lot known as No. A15 in the Tannery Addition to Clearfield Borough. Having thereon erected a one-story brick business building.

BEING the same premises conveyed to John Thomas Palumbo and Gloria A. Palumbo, husband and wife, by deed dated May 1, 1982 and recorded in Clearfield County Record Volume 835, page 247.

2. Amounts Due:

a)	Balance	$83,439.10
b)	Late Charge	$ 727.04
c)	Interest Due to 6/17/08	$ 4,941.43
d)	Interest accruing after 6/17/08 at $17.3831458 per day (to be added)	$_____
e)	Costs of suit (to be added)	$_____
f)	Other fees	$_____
g)	Attorney's fees	$_____
i)	Satisfaction fee	$ 30.50
	PRELIMINARY TOTAL	$89,138.07
	Prothonotary's fees	$ 60.—
	FINAL TOTAL	**$**

Date:
10-28-10

Prothonotary

By: _____
~~Deputy~~

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan, 2014
Clearfield Co., Clearfield, PA

Received this writ this 28th day
of October A.D. 2010
At 12:20 A.M./P.M.

Chester A. Hawkins
Sheriff by Cynthia Butler-Aughbaugh

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

CNB BANK,	:	
Plaintiff	:	No. 2008-1267-CD
vs.	:	
	:	
JOHN T. PALUMBO a/k/a	:	
JOHN THOMAS PALUMBO and	:	
GLORIA A. PALUMBO,	:	
Defendants	:	

CLAIM FOR EXEMPTION

To the Sheriff:

We, the above-named Defendants, claim exemption of property from levy or attachment:

(1) From our personal property in my possession which had been levied upon,

(a) We desire that our $300.00 statutory exemption be

____ (i) Set aside in kind (specify property to be set aside in kind):

_____

____ (ii) paid in cash following the sale of the property levied upon; or

(b) We claim the following exemption (specify property and basis of exemption):

_____

(2) From our property which is in the possession of a third party, We claim the following exemptions:

(a) our $300.00 statutory exemption: ___ in cash __ in kind (specify property):

_____

(b) Social Security benefits on deposit in the amount of $_____.

(c) Other (specify amount and basis of exemption):

_____

We request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

_____
Address

_____
Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date:_____

_____
Defendant

_____
Defendant

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

Clearfield County Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NAME JOHN T. PALUMBO A/K/A JOHN THOMAS PALUMBO NO. 08-1267-CD

NOW, December 29, 2010, 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 December 03, 2010, I exposed the within described real estate of John T. Palumbo A/K/A John Thomas Palumbo And Gloria A. Palumbo 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	19.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.28
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
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	**$222.28**

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	52.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	**$52.50**

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	83,439.10
INTEREST @ 17.3800 %	2,919.84
FROM 06/18/2010 TO 12/03/2010	
PROTH SATISFACTION	
LATE CHARGES AND FEES	727.04
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	30.50
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	4,941.43
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	**$92,097.91**

COSTS:

ADVERTISING	259.25
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
ASSESSMENT FEE	10.00
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	52.50
SHERIFF COSTS	222.28
LEGAL JOURNAL COSTS	135.00
PROTHONOTARY	60.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	22.44
TOTAL COSTS	**$906.47**

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