

08-1494-CD

CNB Bank vs Russell Green et al

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

CNB BANK,

Plaintiff

vs.

RUSSELL J. GREEN, as Administrator of
The ROBERT L. GREEN, Deceased Estate
Defendant

No. 2008-1494 -CD

Type of Case:
FORECLOSURE

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court ID #34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED

O 1:23 p.m. GK
AUG 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

1 CC ATTY
1 CC SHFF.

Pfft paid 95.00

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

CNB BANK,	:	No. 2008-	-CD
Plaintiff	:		
	:		
	:		
vs.	:		
	:		
RUSSELL J. GREEN, as Administrator of	:		
The ROBERT L. GREEN, Deceased, Estate	:		
Defendant	:		

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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CNB BANK,	:	No. 2008-	-CD
Plaintiff	:		
	:		
vs.	:		
	:		
RUSSELL J. GREEN, as Administrator of	:		
The ROBERT L. GREEN, Deceased, Estate	:		
Defendant	:		

COMPLAINT TO FORECLOSE MORTGAGE

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

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

2. The administrator is RUSSELL J. GREEN, resides at 218 West 6th Avenue, Clearfield, (Clearfield County), Pennsylvania 16830.

3. The Defendant Robert L. Green died December 12, 2007.

4. Letters of Administration in the Estate of Defendant Robert L. Green were granted to RUSSELL J. GREEN at Clearfield County Estate No. 1707-0711 on December 28, 2007.

5. The Defendant ROBERT L. GREEN took title to the real estate subject to this foreclosure action with his wife Janet M. Green.

6. Janet M. Green's last known address is 790 Main Street, Woodland, (Clearfield County) Pennsylvania 16881 which is the subject property in this action.

7. Janet M. Green predeceased her husband. She died December 5, 2007. Her Death Certificate appears at Clearfield County Instrument No. 200800812.

8. The Defendant ROBERT L. GREEN took title to the subject premises jointly with Janet M. Green as husband and wife, which constituted a tenancy by the entireties, and upon the prior death of Janet M. Green title to the subject property vested solely in ROBERT L. GREEN.

9. The property subject to this action consists of a house and lot and known as 790 Main Street, Woodland, (Bradford Township) Clearfield County, Pennsylvania 16881 and is identified by Clearfield Tax Map No. 106-M09-631-00009 and Control No. 106052944 situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

ALL that lot of ground situate in the Village of Woodland, Township of Bradford, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at point on line of Snowshoe and Packersville Turnpike, corner of J. A. Gilman lot; thence along the southern boundary line of said Turnpike in an easterly direction 51 feet to corner of James Leighton lot; thence in a southerly direction along line of said James Leighton lot 158 feet to post on line of Beech Creek Railroad; thence in a westerly direction along line of said railroad 51 feet to a post at southeastern corner of said J. A. Gilman lot; thence in a northerly direction along line of said Gilman lot 158 feet to post or point of beginning.

BEING the same premises to which Robert L. Green and Janet M. Green took title by deed dated September 1, 1967 and recorded September 22, 1967 in Clearfield County Record Volume 532, page 587.

10. The Defendant and his deceased wife executed a Home Equity Line of Credit Agreement dated December 6, 1999 in favor of CNB Bank together with the foregoing mortgage evidencing his personal obligation to pay the \$20,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit A.

11. The Defendant and his deceased wife secured this debt of \$20,000.00 to CNB by granting it a mortgage dated December 6, 1999 against the real estate described above. This mortgage is at Clearfield County Instrument No. 199920406. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit B.

12. Plaintiff has not assigned this mortgage or agreement.

13. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay this debt.

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

15. On or about December, 2007, the Defendant failed to make the full monthly payment \$181.00, and at no time since then have all monthly payments been made which constitutes a default.

16. After crediting all amounts paid to Plaintiff in reduction of this mortgage, there is a total past due of \$1,195.00 as of June 2, 2008.

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

18. The Mortgage and Credit Agreement entitle CNB Bank to collect its attorney fees and court costs as part of its damages.

19. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of June 2, 2008, are as follows:

a)	Balance	\$18,180.84
b)	Late Charge	\$ 140.00
c)	Interest Due to 8/6/08	\$ 931.15
d)	Interest accruing after 8/6/08 at \$3.1131575 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees (to be added)	\$ _____
g)	Satisfaction Fee	\$ 30.50

PRELIMINARY TOTAL \$19,282.49

FINAL TOTAL \$ _____

20. April 28, 2008, Plaintiff sent to Defendant by Certified Mail and U.S. First Class Mail, Postage Prepaid an acceleration letter at his last known address advising him of the default. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

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

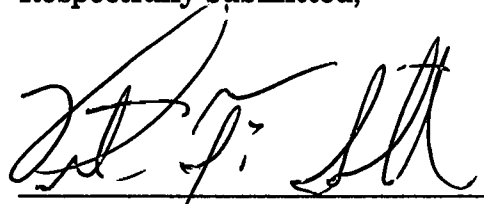
22. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendants have asserted their rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 19 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Dated:

8/7/08

Respectfully submitted,

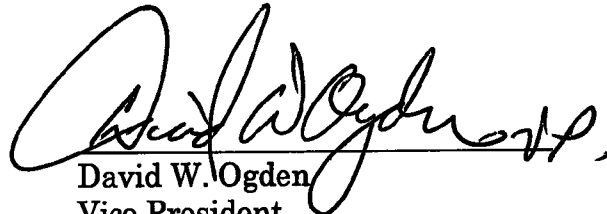
A handwritten signature in black ink, appearing to read 'Peter F. Smith', written over a horizontal line.

Peter F. Smith, Esquire
Attorney for Plaintiff

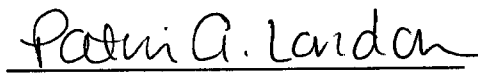
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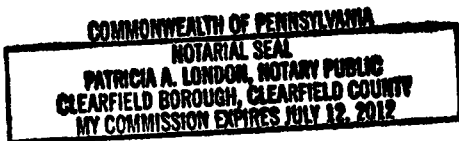
STATE OF PENNSYLVANIA :
 : SS
COUNTY OF CLEARFIELD :

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


David W. Ogden
Vice President

SWORN TO AND SUBSCRIBED
before me this 11th day of
August, 2008.


Notary Public



OPEN-END MORTGAGE

(This Mortgage Secures Obligatory Future Advances)

THIS MORTGAGE is made this 6th day of December, 19 99 between Robert L. Green & Janet M. Green
P.O. Box 142 Woodland Pa. 16881
 of _____
 (whether one or more persons called Owner) and COUNTY NATIONAL BANK, Clearfield PA. 16830

(called Lender).

WHEREAS, Robert L. Green & Janet M. Green (whether one or more persons called Borrower) has been granted a Home Equity Line of Credit Account (called the Account) by Lender with a Credit Limit of \$ 20,000.00, as evidenced by an Account Agreement (called the "Agreement") dated December 6, 19 99; and

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower from time to time up to the amount of the Credit Limit; and

WHEREAS, Borrower has agreed to repay such obligatory advances and interest thereon in accordance with the terms of the Agreement;

NOW, THEREFORE, in consideration of the above premises and to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement, the payment of all sums, with interest thereon, advanced to protect the security of this Mortgage, the performance of all covenants contained in the Agreement and this Mortgage, and all extensions, renewals, modifications and amendments of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at:

P.O. Box 142, Woodland Pa. 16881

Bradford Clearfield Commonwealth of Pennsylvania, (the "Property"),
Township County

which was conveyed to Owner by Deed dated September 1, 1967, 19 67, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 532, Page 587, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 106-M09-631-9, as the Property is therein described and, ☐ if checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part thereof.

Owner and Lender covenant and agree as follows.

1. THIS IS AN ADVANCE MONEY MORTGAGE—it is expressly understood and agreed that this Mortgage secures, inter alia, certain obligatory loans and advances to be made from time to time by Lender to Borrower pursuant to the Agreement, which future advances are secured by this Mortgage as if made on the date hereof.

2. Owner and Borrower warrant and represent to Lender that Owner owns and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.

3. Borrower shall promptly pay to Lender interest, principal and any other sums due under the Agreement, in accordance with the terms of the Agreement.

4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any prior mortgage or security agreement. The proceeds of such award may, at Lender's option, be used to pay the outstanding amount under the Agreement secured by this Mortgage.

5. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

6. Owner will not sell, give, transfer, or encumber the Property or any right in the Property, in whole or in part, without Lender's prior written permission.

7. Mortgagor shall be in default under this Mortgage if Mortgagor breaks any promise or fails to perform any duties contained in this Mortgage or in the Agreement.

8. On default, Mortgagee, after notice required by law or in the Agreement, may take any action allowed by law or under the terms of the Agreement or this Mortgage.

9. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Lender's rights and remedies under this Mortgage shall be cumulative and the exercise of any one or more of these rights shall not preclude the exercise of any other rights or remedies specifically granted in this Mortgage or permitted by law.

11. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of the parties. If more than one Owner signs this Mortgage, their obligations shall be joint and several.

12. As additional security hereunder, Owner hereby assigns to Lender the rents of the Property, provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

13. The State and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable.

14. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, whether before or after a judgment in Mortgage foreclosure is entered, shall be at the same rate as is stated in the Agreement.

PROVIDED, nevertheless, that should Lender's obligations to make advances to Borrower pursuant to the terms of the Agreement be terminated, and provided furthermore, that should Borrower pay in full all sums secured by this Mortgage, then, on written demand of Owner, Lender shall, within 10 days, either satisfy this Mortgage or record or deliver a written release of this Mortgage to Owner.

IN WITNESS WHEREOF, each Owner has hereunto set hand and seal the day and year first above written.

WITNESS:

Gregory R. Williams

Gregory R. Williams

Robert L. Green (SEAL)
 Owner

Janet M. Green (SEAL)

NOTICE

This is an Advance Money Mortgage securing an Open-End Line of Credit on which Borrower may obtain loans from time to time, even after an existing balance is paid in full. Any request by Borrower, or by anyone on Borrower's behalf, that the Account be terminated prior to its maturity date, if any, must be in writing and signed by all Borrowers.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER OTHER MORTGAGES

Owner and Lender request the holder of any mortgage or other encumbrance on the Property to notify Lender, at the address set forth below, of any default, sale or foreclosure action that pertains to the Property or Lender's interest therein.

I hereby certify that the precise address of the Lender (Mortgagee) is: P.O. Box 42, Clearfield Pa. 16830
On behalf of Lender.

By: Gregory L. Williams Title: Branch Manager

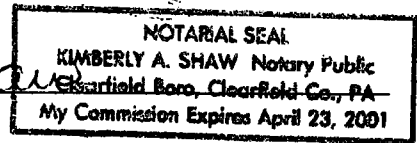
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Clearfield SS

On this, the 6th day of December, 19 99, before me, Kimberly A. Shaw, the undersigned officer, personally appeared Robert L. and Janet M. Green, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed as Owner to the within instrument, and acknowledged that they executed the same for the purposes herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

Kimberly A. Shaw
Title of Officer



KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

199920406

RECORDED ON

Dec 15, 1999

9:22:16 AM

RECORDING FEES - \$13.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50

CNB

Loan No.

COMMONWEALTH
OF
PENNSYLVANIA

Open-End
Mortgage

TO

COMMONWEALTH
OF PENNSYLVANIA

COUNTY OF

Recorded on this

day

of , A.D. 19, in

the Recorder's Office of Said County, in Mortgage

Book, Vol.

Page

Given under my hand and seal of the said office,

the day and year aforesaid.

Recorder

COUNTY NATIONAL BANK

Home Equity Line of Credit

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT -- PART ONE

Checking Account Number NA
 Account Number 4-61027-5 Date 12-6-99

THIS DISCLOSURE STATEMENT IS GIVEN TO BORROWER WITH, AND IS PART ONE OF, THE ACCOUNT AGREEMENT. THE ACCOUNT AGREEMENT, THIS DISCLOSURE STATEMENT AND THE DISCLOSURE STATEMENT ON THE REVERSE SIDE SHOULD BE READ AS ONE DOCUMENT.

TERM OF THE ACCOUNT. The Account will remain in effect until terminated in accordance with the "Termination" section of this Agreement.

FINANCE CHARGE. At all times that this Agreement is in effect, including any period after termination in which there remains an Outstanding Balance on the Account, the Finance Charge on this Account will be calculated as of the last day in the Billing Cycle, in the following way.

WHEN FINANCE CHARGE BEGINS. The Finance Charge on each loan or advance on the Account will begin to accrue from the day the loan or advance is posted to the Account. The Finance Charge continues until the outstanding principal balance is paid in full. There is no time during which credit is extended without Borrower incurring a Finance Charge.

PERIODIC RATE AND ANNUAL PERCENTAGE RATE. The Finance Charge will be computed at a starting Periodic Rate of 0.0267 % per day, which corresponds to a starting **ANNUAL PERCENTAGE RATE** of 9.750 % per year. The rate is subject to change as described in the "Variable Rate" section below.

METHOD OF CALCULATING BALANCE ON WHICH FINANCE CHARGE IS COMPUTED. Lender will compute the Finance Charge using the "actual daily balance" on the Account. To get the actual daily balance, Lender takes the beginning balance on the Account each day and adds any new loans or other charges posted to the Account that day; then Lender subtracts any payments or credits posted to the Account that day and, if applicable, any unpaid Finance Charges, unpaid insurance premiums, unpaid late charges and unpaid annual fees. The result is the "actual daily balance" for that day.

METHOD OF COMPUTING FINANCE CHARGE. Lender will compute the Finance Charge for the Billing Cycle by multiplying the actual daily balance for each day of the Billing Cycle by the daily Periodic Rate. The Finance Charge for the Billing Cycle is the sum of the Finance Charges for each of the days in that Billing Cycle.

VARIABLE RATE. The Annual Percentage Rate at any time will be determined by adding the "margin," which will not change during the term of the Account, to the "index" value, which will change from time to time.

The Annual Percentage Rate does not include costs other than interest. The Annual Percentage Rate can change on the first day of each Billing Cycle ("Rate Change Date").

The margin for the Account is 1.250 percentage points.

The index is the highest Prime Rate published in *The Wall Street Journal* and in effect as of the last day of each Billing Cycle prior to the Rate Change Date.

The **ANNUAL PERCENTAGE RATE** will never exceed 18% during the term of the Account.

Any change in the Annual Percentage Rate will be applicable to the then Outstanding Balance on the Account and to any subsequent loans or extensions of credit, until the Annual Percentage Rate changes again.

Any increase in the Annual Percentage Rate will result in more of Borrower's Minimum Monthly Payment amount being applied to Finance Charge and less to principal. Any decrease in the Annual Percentage Rate will result in less of the Borrower's Minimum Monthly Payment amount being applied to Finance Charge and more to principal.

ADVANCES OF CREDIT. Borrower may obtain loans on the Account. Lenders agree to make loans on the Account so long as the Outstanding Balance does not exceed the Authorized Credit Limit shown on the front side of the Home Equity Line of Credit Agreement. Each Borrower agrees that any one or more Borrowers may obtain loans on the Account without the consent or signature of any other Borrower, for any purpose. All loans obtained by any Borrower, and all other charges to the Account as to which any Borrower agrees, shall be proper charges to the Account.

Borrower may obtain loans on the Account in the following way:

SPECIAL CHECKS. Borrower may obtain loans by writing one of the Home Equity Line of Credit checks, a supply of which will be provided by Lender for that purpose. The minimum advance is \$100.00.

FEES AND CHARGES.

CLOSING COSTS. In order to open and maintain the Account, Borrower must pay certain fees and charges. The following fees must be paid to others:

Description	Amount Paid In Cash	Amount Financed
Property Report		<u>25.00</u>
Appraisal		
Survey		
Title Examination		
Title Insurance		
Settlement Fee		
Notary Fee		
Recording Fee		<u>15.50</u>
Attorney's Fee		
Credit Report		
Taxes		

LATE CHARGE. Borrower agrees to pay a late charge of 10% of the payment due or \$20.00, whichever is greater, if any payment is not made within 15 days of its due date shown on the monthly statement. No late charge will be due if the reason the payment is late is a continuing delinquency on a prior payment or because, after default, the entire Outstanding Balance became due.

MINIMUM MONTHLY PAYMENT. The Minimum Monthly Payment due each month will be calculated as of the last day of the Billing Cycle. Lender may add any amounts due and unpaid from previous Billing Cycles to the Minimum Monthly Payment.

The Minimum Monthly Payment will be the greater of: (1) \$100.00; or (2) the new balance at the end of the last day of the Billing Cycle as shown on the monthly statement multiplied by 2% (.020). However, the Minimum Monthly Payment due will never be greater than the entire balance on the Account.

AUTOMATIC PAYMENTS. ☐ If checked, Borrower requests that all Minimum Monthly Payments due on the Account be charged to and paid from the checking account identified above. Borrower authorizes Lender to charge the checking account each month on the payment due date. If this authorization is cancelled by Borrower or if the checking account is closed, the margin for the Account will increase by _____, which may cause the Annual Percentage Rate to increase.

APPLICATION OF PAYMENTS. Payments made on the Account will be applied in the following order: Finance Charges, optional Credit Life Insurance, if elected, the outstanding principal balance and then to late charges.

SECURITY INTEREST. Borrower is giving Lender a security interest in real estate and money or property on deposit with Lender to secure this Account. Collateral securing other obligations to Lender may also secure the Account.

TAX DEDUCTIBILITY. Borrower should consult a tax advisor regarding the deductibility of interest and charges for the Account.

PROPERTY INSURANCE. Property Insurance is required on the Mortgaged Real Property. Borrower or Owner may obtain Property Insurance from anyone Borrower chooses, who is acceptable to Lender.

CREDIT INSURANCE IS NOT REQUIRED. Credit Life Insurance is not required to obtain credit, and will not be provided unless Borrower(s) signs below and agrees to pay the additional cost(s). The maximum Credit Life Insurance available is \$ 20,000.00

By signing, Borrower requests Single Credit Life Insurance, which costs 1.905 per month per \$1,000.00 of the actual daily balance.

Signature of Borrower to be insured Robert L. Green Age 59

By signing, Borrowers request Joint Credit Life Insurance, which costs _____ per month per \$1,000.00 of the actual daily balance.

Signatures of Borrowers to be insured _____ Ages _____

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION WHICH IS PART TWO OF THIS DISCLOSURE.

EACH BORROWER AND/OR OWNER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS DISCLOSURE ON THE DATE INDICATED.

Borrower Robert L. Green Date 12-6-99

Owner _____ Date _____

Borrower Janet M. Green Date 12-6-99

Owner _____ Date _____

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT - PART TWO

THIS DISCLOSURE STATEMENT IS GIVEN TO THE BORROWER WITH, AND IS PART TWO OF, THE ACCOUNT AGREEMENT. THE ACCOUNT AGREEMENT, THIS DISCLOSURE STATEMENT, AND THE DISCLOSURE STATEMENT ON THE FRONT SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT.

POSSIBLE ACTIONS WHICH MAY BE TAKEN BY LENDER. Under the circumstances described below, Lender can (1) terminate the line of credit; (2) require Borrower to pay the entire Outstanding Balance on the Account in one payment; (3) refuse to make additional extensions of credit; (4) reduce the credit limit; and/or (5) make specific changes that are set forth below.

TERMINATION. If the Account is terminated, Borrower shall no longer have the right to obtain loans from, or make any charges to, the Account and Lender shall no longer be obligated to make advances on the Account.

TERMINATION UPON DEFAULT. Borrower will be in Default and the Account will terminate effective upon Lender's Notice of Termination to Borrower, if any of the following occur:

- (1) Any Borrower has committed any fraud or made any misrepresentations in connection with the Account, the application for the Account, the Mortgage, or any information provided or representation made during the term of the Account.
- (2) Borrower fails to pay the payments or any other amounts which are due in connection with the Account as promised in this Agreement, within 90 days of the payment due date.
- (3) Borrower takes any action or fails to take any action which was promised in this Agreement or in the Mortgage, which adversely affects Lender's security, or any right of Lender in the security.
- (4) If further extensions of credit on the Account are prohibited for a period of time because of a circumstance listed below, and subsequently that circumstance no longer exists, Lender may terminate the Account if Borrower has caused or allowed a mortgage or other lien to be recorded against the Mortgaged Property at any time, unless that mortgage or lien is subordinate to Lender's Mortgage as to past and future advances of credit on the Account.
- (5) Borrower sells, gives away, transfers, or takes any action (or fails to take any action) which causes or allows conveyance of the Mortgaged Property, or any part thereof or interest therein.

If Borrower is in Default under this section during a period when further extensions of credit are temporarily prohibited, Lender may, nevertheless, terminate the Account in accordance with this section.

ACCELERATION OF THE OUTSTANDING BALANCE. Unless prohibited by law, if the Account is terminated upon Default, Lender may, at its option, after notice required by law, declare due and payable the entire balance owing on the Account. If this happens, Borrower will be required to pay the Outstanding Balance on the Account in one payment at that time.

If Borrower is in Default under the section above titled "Termination Upon Default" during the Repayment Phase or during a time when the Account is already terminated, Lender may, after notice required by law, declare due and payable the entire balance owing on the Account.

If Lender declares the entire balance due and payable, Lender can bring suit for the amounts due, foreclose the Mortgage or take other action as permitted or provided by law to collect the balance owing.

PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AND/OR REDUCTION OF THE CREDIT LIMIT. If any of the conditions listed in this section occur, Lender may temporarily prohibit additional extensions of credit and/or reduce the credit limit. Lender will notify Borrower within three (3) business days of the suspension, and provide a statement of the reason for such action. The suspension is effective when Lender mails the notice to Borrower. Suspending the Account will not affect Borrower's obligations to Lender under this Agreement. If circumstances subsequently change so that the condition which gave rise to the prohibition no longer exists, Lender shall be obligated to again allow extensions of credit on the Account or restore the credit limit. This obligation shall commence fifteen (15) business days after Lender receives a written request from Borrower, accompanied by reasonable evidence that the condition which gave rise to the prohibition no longer exists. No condition listed in this section or the fact that such condition no longer exists, shall extend or in any way affect the termination of the Account according to any other section or provision of this Agreement. Any of the following conditions will be grounds for Lender to temporarily prohibit additional extensions of credit and/or reduce the credit limit:

- (1) The value of the Mortgaged Property declines significantly below its appraised value for the purposes of the plan. There will be a significant decline if the "available equity in excess of the credit limit" at the time of the appraisal is less than 50% of the "available equity in excess of the credit limit" at the time the Account is opened. The "available equity in excess of the credit limit" shall be the difference between (a) the appraisal value of the Mortgaged Property and (b) the sum of the credit limit of the Account plus the credit limit of all other accounts secured by prior mortgages on the Mortgaged Property, plus the then Outstanding Balances of all other prior liens and encumbrances. In its discretion, Lender may obtain appraisals from time to time at Lender's expense. If Lender has prohibited extensions of credit and/or reduced the credit limit and the value of the property subsequently increases, Borrower may provide Lender with a written request to remove the restriction. The request shall be accompanied by an appraisal obtained at Borrower's expense. For the purpose of the section, an appraisal shall be defined as a certified appraisal by a licensed real estate broker who regularly, in the course of his/her business, makes appraisals of comparable residential real estate in the geographic area where the Mortgaged Property is located.
- (2) Borrower is in Default of any Material Obligation listed in this Agreement.
- (3) Lender reasonably believes that Borrower will be unable to fulfill the repayment obligations under this Agreement because of a material change in Borrower's financial circumstances.

PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT - ADDITIONAL CIRCUMSTANCES. If any of the conditions listed in this section occurs, Lender may temporarily prohibit additional extensions of credit or reduce the credit limit. Lender will give Borrower notice of the prohibition. If circumstances subsequently change so that the condition no longer exists, Lender shall be obligated to again allow extensions of credit on the Account, and will give Borrower notice that the credit is again available.

- (1) Lender is precluded by government action from imposing the Annual Percentage Rate provided for in this Agreement.
- (2) The priority of Lender's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.
- (3) Lender is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice.
- (4) The maximum Annual Percentage Rate is reached.

CREDITOR'S OPTION ON DEFAULT. If any circumstance exists which would be cause for Lender to temporarily prohibit further extensions of credit on the Account or reduce the credit limit:

- (a) Such action may be taken by Lender at any time during which the circumstance continues to exist.
- (b) And the circumstance would also be cause for Lender to terminate the Account. Lender may, at its option, take either action at any time during which the circumstance continues to exist; Lender's remedies shall be cumulative, and not alternative.

WARRANTIES AND REPRESENTATIONS: Borrower warrants and represents that the funds (Collateral) are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and Borrower will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

Borrower agrees to promptly inform Lender of any proposed proceedings or actual proceeding which would subject the funds (Collateral) to forfeiture to any governmental body.

PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AT THE REQUEST OF BORROWER: Any Borrower may direct Lender to prohibit further extension of credit on the Account. A notice by any Borrower of an intention not to be obligated for any additional loans on the Account shall be considered a request to prohibit further extensions of credit. The prohibition shall become effective as soon as Lender can reasonably act to stop new loans from being made. Any Borrower who joined in the request to prohibit further extensions of credit must join in any request to reactivate the credit line for such request to be effective.

BILLING ERROR RIGHTS FORM

(Keep this notice for future use)

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

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet), at the address listed on your bill. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

Date 12-6-99 Account No. 4-61027-5 R/R Authorized Credit Limit \$ 20,000.00

A SEPARATE DISCLOSURE STATEMENT, PART ONE AND PART TWO, HAS BEEN GIVEN TO BORROWER WITH AND IS PART OF THIS AGREEMENT. THE DISCLOSURE STATEMENT, PART ONE AND PART TWO, AND THIS AGREEMENT SHOULD BE READ TOGETHER AS ONE DOCUMENT.

As used in this Agreement, the following definitions apply: "Borrower" means each person signing this Agreement as a Borrower, individually, and, if more than one Borrower signs, all Borrowers, collectively.

"Lender" means

any person or institution to whom the Lender assigns its interest in this Agreement.

"Mortgaged Property" means the real estate located at PO Box 142, Woodland Pa. 16881, upon which the Owners have given the Lender a Mortgage to secure payment and performance of Borrower's obligations under this Agreement.

"Owner" means each person signing the Mortgage upon the Mortgaged Property, individually, and, if more than one Owner signs, all Owners, collectively. One or more Owners may also be Borrowers.

"Account" means the revolving loan Account which is the subject of this Agreement.

"Authorized Credit Limit" means the total dollar amount of credit available to Borrower on the Account, and is stated above.

"Termination" of the Account means that Borrower will no longer be permitted to obtain loans or advances of credit on the Account. Termination affects the Account permanently.

"Billing Cycle" means the interval between the dates each month when the monthly billing statement is prepared.

GENERAL DESCRIPTION OF THE ACCOUNT. This Account is a revolving loan account, secured by a Mortgage on the Mortgaged Property. Borrower may obtain loans on the Account in the ways described in the "Advances of Credit" section, up to the Authorized Credit Limit, during any time that this Agreement is in effect. Loans will be added to the balance on the Account to be repaid by monthly payments. As the balance on the Account is repaid, the credit will again be made available to Borrower, up to the Authorized Credit Limit. Borrower may begin to obtain loans on the Account after Lender notifies Borrower that the credit has been approved and the Borrower's and, if applicable, Owner's right to cancel the Agreement has expired.

Interest will be charged on the outstanding principal balance at a rate that may change from time to time. The method of calculating the interest is described in the Disclosure Statement-Part One.

BORROWER'S PROMISE. Borrower promises to repay any extensions of credit and proper charges to the Account, with interest calculated in accordance with this Agreement. So long as any amount due on this Account remains unpaid, Borrower will pay each month at least the minimum payment due within 15 days of the billing date. Borrower will pay all other fees, costs and charges required by this Agreement, including, if Lender files suit or takes other legal action to collect the amount due on the Account or to protect any collateral securing the Account, all costs incurred and a reasonable attorney's fee of not less than 15% of the amount due. Borrower promises to repay upon demand any extension of credit on the Account to the extent that the outstanding principal balance on the Account exceeds the Authorized Credit Limit; payment under this sentence will be due in addition to the minimum payment due on the Account. If the Lender temporarily prohibits further extensions of credit, Borrower promises to continue to make the minimum payments due on the Account, unaffected by the temporary prohibition.

MATERIAL OBLIGATIONS.

- Borrower will use the Mortgaged Property only for personal, family and household purposes as Borrower's principal dwelling.
- Borrower will make all payments on the Account when due, and will make the payments at the place and in the manner set forth on the billing statements.
- Borrower will pay or cause to be paid all taxes and assessments (including condominium or similar assessments, if applicable) which may obtain priority over the Mortgage, when and as they become due.
- Borrower will cause the improvements existing on the Mortgaged Property to be insured against loss by fire and other hazards and casualties, including Flood Insurance, if applicable, with an insurance company acceptable to Lender. All policies shall be in a form acceptable to Lender and shall name Lender a "loss-payee" or "additional loss-payee," as appropriate, and provide that Lender be given not less than 10 days written notice prior to cancellation or reduction of coverage.
- Borrower will pay or perform all obligations under any mortgage or security agreement on the Mortgaged Property which has priority over the Mortgage securing this Account.
- Borrower will keep or cause to be kept the Mortgaged Property in good order and repair, shall not permit waste or deterioration of the Mortgaged Property and shall not use or allow the Mortgaged Property to be used for any illegal purpose. If the Mortgaged Property is a condominium or part of a planned unit development, Borrower shall comply or caused to be complied, with all by-laws, regulations or restrictions of record.

THE ADDITIONAL TERMS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

ACKNOWLEDGMENT OF RECEIPT. Each person signing this Agreement acknowledges receipt of a completed copy of this Agreement.

Borrower's Name and Address Robert L. Green + Janet M. Green PO Box 142, Woodland Pa.

INTENT TO BE LEGALLY BOUND. Each Borrower signing this Agreement intends to be legally bound by its terms including the terms, stated in the Disclosure Statement. Lender, by approving the credit and establishing the Account, has evidenced its intent to be legally bound by the terms of this Agreement.

Robert L. Green 12-6-99 Janet M. Green 12-6-99
Borrower Date Borrower Date

Each Owner signing this Agreement who is not a Borrower, and does not have the right to obtain loans on the Account, is agreeing only to be legally bound by the terms of the Agreement and the Disclosure Statement relating to the Mortgage and to the Mortgaged Property; the Owner's liability is limited to the Owner's interest in the Mortgaged Property.

Owner Date Owner Date

BANCONSUMER FORM PA 70(a) (Rev. 10/91)

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

©1991 BANCONSUMER SERVICE, INC.

ORIGINAL

OTHER PROPER CHARGES TO THE ACCOUNT. Lender may, at its option, extend credit on the Account in response to any other request for credit made by Borrower at any time. Such extensions of credit shall also be considered proper charges to the Account.

AMENDMENTS OF THE TERMS OF THE ACCOUNT. Lender may amend the terms of the Account by prior notice to Borrower under the following circumstances:

- (1) If the index on which changes in the Annual Percentage Rate are based no longer is published or is otherwise unavailable, Lender may change the index and margin used. Lender will choose a new index that has an historical movement substantially similar to that of the original index, and the new margin will be chosen so that the new margin and index would result in an Annual Percentage Rate substantially similar to the rate in effect at the time the original index becomes unavailable.
- (2) Lender may make an insignificant change in the terms of the Account if permitted by federal law.
- (3) Lender may make a change in the terms of the Account which will benefit Borrower.

Any other amendment of the terms of the Account must be contained in a written agreement between Lender and Borrower.

STATEMENTS. Lender will mail to Borrower a periodic statement of the Account at the end of each Billing Cycle, unless such a statement is not required by law. The statement will show the activity in the Account during the Billing Cycle. Unless Borrower notifies Lender in writing of errors in the statement within 60 days from the date it is mailed, the statement shall be considered correct and accepted by Borrower. If there is more than one Borrower, each agrees that if the statement is sent to and accepted by any Borrower, it shall be considered correct as to and accepted by all Borrowers.

SECURITY. To secure the payment of sums due on this Account, Borrower and/or Owner have executed a Mortgage in Lender's favor dated the same date as this Agreement. Borrower also grants Lender a security interest in:

- (1) Any of Borrower's property which is in Lender's possession at any time.
- (2) All credit insurance proceeds and return insurance premiums which any Borrower elects to obtain.
- (3) All proceeds of insurance which Lender requires Borrower to obtain on the Mortgaged Property in accordance with the Mortgage and/or this Agreement.

Collateral securing other obligations to Lender may also secure the payment of this Account.

TERMINATION. If this Account is terminated, Borrower shall no longer have the right to obtain loans from or make any charges to the Account, and Lender shall no longer be obligated to make advances on the Account. If Lender, at its option, chooses to make further advances on the Account, such advances shall be proper charges to the Account for which Borrower shall be liable to repay. If the Account is terminated, unless Lender exercises its right to require the balance to be paid sooner, Borrower promises to continue to make the minimum payment due each month.

COLLECTION COSTS. Borrower agrees to pay all court costs and fees, as well as reasonable attorneys' fees, as permitted by law, incurred in connection with any action instituted to collect on this Account or to protect any collateral securing the Account.

PAYMENT MARKED "PAYMENT IN FULL." Borrower agrees not to submit any checks to Lender in payment of Borrower's Account marked "Payment in Full," unless the amount of the check is at least equal to the total balance then owing on Borrower's Account. If Borrower does submit a check to Lender marked "Payment in Full" for a sum less than the balance due on the Account, Lender may accept the check in partial payment of the balance due on the Account, and will not be bound by the "Payment in Full" notation. Lender will not be deemed to have waived its rights to full payment of the balance due on the Account by accepting such check.

DELAY IN ENFORCEMENT. Lender can delay enforcing any of its rights under this Agreement without losing them. Any waiver by Lender of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

CHANGE OF ADDRESS AND NOTICES. Borrower agrees to notify Lender immediately in writing of any change in Borrower's address. All notices and monthly statements will be delivered to Borrower at Borrower's last address appearing in Lender's records. Notices sent to that address will be effective for all purposes under this Agreement. If Borrower sends a notice or letter to Lender, it must be sent to Lender at the address appearing on the most recent billing statement.

Borrower waives any presentment, demand, protest, notice of protest and dishonor and any other notice to which Borrower may be entitled and may, by law, be waived.

JOINT AND SEVERAL OBLIGATION. Each Borrower who signs this Agreement, and the heirs and personal representatives of each, will be equally responsible, individually and together, for payment of the total amount owed.

ASSIGNMENTS. Borrower may not assign or otherwise transfer Borrower's rights and privileges under this Agreement.

Lender may assign any and all of its rights and obligations under this Agreement and the Mortgage at any time without Borrower's consent. The person(s) to whom Lender assigns this Agreement and Mortgage shall be entitled to all of Lender's rights and be subject to all Lender's obligations under this Agreement and the Mortgage. None of Borrower's rights shall be affected by such assignment.

SPECIAL CHECKS.

OWNERSHIP OF CHECKS: The Special Checks are at all times Lender's property. Borrower agrees to return all unused Special Checks to Lender upon Lender's request or upon termination of this Agreement by either party. When the Special Checks have been paid by Lender, Lender has no obligation to return them to Borrower.

PROHIBITION OF PAYMENT WITH SPECIAL CHECKS. Borrower agrees not to make payment to Lender on this Account with a Special Check furnished by Lender under this Agreement.

POSTDATED, STALE DATED, CERTIFIED, AND STOP PAYMENT OF CHECKS: Procedures, laws, and fees applicable to comparable transactions on regular checking accounts shall apply to Special Checks under this Agreement with respect to postdated checks, stale dated checks, certifying checks and stop payment orders. Borrower agrees not to issue postdated Special Checks. Certified Special Checks will be posted to the Account on the day the Special Check is certified.

SEVERABILITY. If it is determined for any reason that a part of this Agreement is invalid or unenforceable, this shall not affect the validity or enforcement of any other provision of this Agreement. This Agreement will then read as if the invalid or unenforceable part were not there.

ENTIRE AGREEMENT. This Agreement, the Disclosure Statement, any Rider hereto, the Mortgage, and the Application Form related to this loan account contain the entire agreement between Lender and Borrower. This Agreement supersedes all previous agreements, oral or written, between the parties relating to this Home Equity Line of Credit.

WARRANTIES AND REPRESENTATIONS. Borrower warrants and represents that the (Collateral) funds are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and Borrower will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

Borrower agrees to promptly inform Lender of any proposed proceedings or actual proceeding which would subject the (Collateral) funds to forfeiture to any government body.

GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent that such laws have been pre-empted or superseded by federal law.



April 28, 2008

CERTIFIED MAIL NUMBER:
7160 3901 9846 0711 8133
7160 3901 9846 0711 8140
and First Class Mail

Robert L. Green Estate
c/o Russell Green, Admin.
218 W. 6th Ave.
Clearfield, PA 16830

Janet M. Green Estate
c/o Wayne Emigh
PO Box 8
Woodland, PA 16881

Re: CNB Bank Delinquent Mortgage Account #4610275-1

Dear Mr. Green and Mr. Emigh:

The Mortgage which Robert L. Green and Janet M. Green executed on December 6, 1999, in favor of County National Bank, now CNB Bank, for \$20,000.00, is in default. This Mortgage is recorded in Clearfield County Instrument Number 199920406. It encumbers and places a lien upon the Green's real estate known as 790 Main St., Woodland, Clearfield County, Pennsylvania 16881.

You have failed to make the full monthly payments since December 2007, and are in default. The total amount of default is \$992.00, which includes \$80.00 in late charges.

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

1. *First, you can bring your account current by paying CNB Bank a total of \$992.00, which includes delinquent payments of \$912.00 and late charges of \$80.00*
- Or--*
2. *Second, you can pay this mortgage off entirely by tendering \$18,908.32, which includes a balance of \$18,180.84; accrued interest through April 28, 2008 of \$616.98; late charges of \$80.00; and a satisfaction fee of \$30.50.*

Interest will accrue at the rate of \$3.2376838 a day from April 28, 2008. Your regular monthly payments will also continue to fall due and will be added to the total stated in Number 1 above if you fail to pay them.

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

Robert L. Green Estate and Janet M. Green Estate

April 28, 2008

Page 2

If you fail to cure this default within thirty (30) days, CNB Bank will exercise its right to accelerate the mortgage payments. This means that the entire outstanding balance as stated in Paragraph 2 will become immediately due and payable. The bank will institute a foreclosure lawsuit against the real estate for that amount, which is \$18,180.84, plus interest, costs of suit and an attorney's commission of the amounts reasonably and actually incurred by CNB Bank. If CNB Bank obtains judgment against you for those amounts, it can then execute against the property, which will result in loss of the property at Sheriff Sale. I estimate the earliest date on which such a sheriff sale could be held would be **August 28, 2008**.

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

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

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

If you make partial payments on the account of the delinquencies, we will accept them and apply them to the delinquencies. However, such partial payments will not cure your default or reinstate your loan unless we receive the entire amount required to cure the default.

If you fail to cure your default within thirty (30) days, which is on or before **Wednesday, May 28, 2008**, the bank will confess judgment against you and institute Foreclosure proceedings against your real estate, which will result in your loss of this property at sheriff sale.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian P. Soltys", written over a horizontal line.

Brian P. Soltys

Credit Adjustor

Ph. 800-492-3221, ext. 201

2. Article Number



7160 3901 9846 0711 8133

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

ROBERT L. GREEN ESTATE
C/O RUSSELL GREEN
218 W 6TH AVE
CLEARFIELD PA 16830

COMPLETE THIS SECTION ON DELIVERY

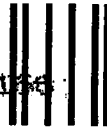
A. Received by (Please Print Clearly) **RUSSELL GREEN** Date of Delivery **APR 30 2008**
C. Signature *Russell Green* Agent Addressee ☒
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PS Form 3811, January 2005

Domestic Return Receipt

UNITED STATES POSTAL SERVICE

ALTOONA, PA 16601



First-Class Mail
Permit No. 1763
LET US DARE TO REIMAGINE
THINK, SPEAK AND WRITE
poweroftheletter.com

30 APR 2008 PM 4:17
Print your name, address and ZIP+4 below



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

EXHIBIT D

7160 3901 9846 0711 8133

Certified

Mail

Receipt

Postage	\$	BS
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$5.21	Postmark Here 4-28-08

Sent To:

**ROBERT L. GREEN ESTATE
C/O RUSSELL GREEN
218 W 6TH AVE
CLEARFIELD PA 16830**

PS Form 3800, January 2005

US Postal Service

Certified Mail Receipt

Priority Mail.
Certified Mail.
Registered Mail.
To provide proof of
return to the sender, attach a Return
Receipt to cover the
cost of the Mail receipt is

to the addressee of
the Mail receipt is

to present the arti-
cle to the Certified Mail
you mail.

on liability.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1494-CD

CNB BANK

vs

SERVICE # 1 OF 1

RUSSELL J. GREEN as Administrator of the ROBERT L. GREEN, Deceased Estate
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/11/2008

HEARING:

PAGE: 104530

DEFENDANT: RUSSELL J. GREEN as Administrator of The ROBERT L. GREEN, Deceased Estate

ADDRESS: 218 W. 6TH AVE
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

AUG 18 2008

0/8:35/1
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 8-15-08 AT 9:15 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON RUSSELL J. GREEN as Administrator of The ROBERT L. GREEN, Deceased Estate, DEFENDANT

BY HANDING TO Russell Green, self

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

ADDRESS SERVED 218 W. 6th st. Clearfield Pa

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR RUSSELL J. GREEN as Administrator of The ROBERT L. GREEN, Deceased Estate

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO RUSSELL J. GREEN as Administrator of The ROBERT L. GREEN, Deceased Estate

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

Deputy Signature
S. Hunter

printed

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

CNB BANK,

Plaintiff

vs.

RUSSELL J. GREEN, as
Administrator of The ROBERT L.
GREEN, Deceased Estate,
Defendant

No. 2008-1494-CD

PRAECIPE TO DISCONTINUE

TO: Clearfield County Prothonotary

Dear Sir:

I appear as counsel for the Plaintiff in the above-captioned matter, and request that you mark this matter "DISCONTINUED."

Respectfully submitted,



Peter F. Smith, Attorney for Plaintiff

Date: September 18, 2008

cc: Brian P. Soltys, CNB Bank

FILED NOCC
03:15 PM
SEP 19 2008
Cert. of Disc.
to Atty Smith
William A. Shaw
Prothonotary/Clerk of Courts
GD

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

CIVIL DIVISION

CNB Bank

Vs.

No. 2008-01494-CD

**Russell J. Green, as Administrator
of The Robert L. Green, Deceased, Estate**

CERTIFICATE OF DISCONTINUATION

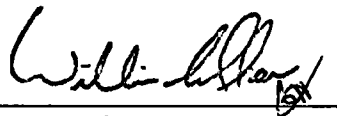
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 19, 2008, marked:

Discontinued

Record costs in the sum of \$95.00 have been paid in full by CNB Bank.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of September A.D. 2008.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104530
NO: 08-1494-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CNB BANK

VS.

DEFENDANT: RUSSELL J. GREEN as Administrator of the ROBERT L. GREEN, Deceased Estate

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CNB Bank	425901	10.00
SHERIFF HAWKINS	CNB Bank	425901	20.00

5
019.50
William A. Sh...
Prothonary/Clerk of Court

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff