

00-396-CD  
CSB BANK -vs- SHEILA M. CLUTTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA CIVIL ACTION - LAW No. 2000 - - CD	
CSB BANK, Plaintiff	vs. SHEILA M. CLUTTER, Defendant
COMPLAINT	
LAW OFFICES GATES & SEAMAN 2 NORTH FRONT STREET P.O. BOX 846 CLEARFIELD, PA. 16830	

PD 60-134  
MAR 31 2000  
6/31/00  
William A. Shaw  
Prothonotary  
2 cmt to ATTY

CSB BANK,

81  
SHEILA M. CLUTTER  
Defendant

**FILED**

MAR 31 2000

William A. Shaw  
Prothonotary

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

CSB BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 2000 -	-CD
	:		
SHEILA M. CLUTTER	:		
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 claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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.

DAVID MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Court House  
Clearfield, PA 16830  
(814) 765-2641

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

CSB BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 2000 -	-CD
	:		
SHEILA M. CLUTTER,	:		
Defendant	:		

COMPLAINT

AND NOW, comes the Plaintiff, CSB BANK, by its Solicitors, GATES & SEAMAN, and files this Complaint against the Defendant, SHEILA M. CLUTTER, with the following being a more specific statement:

1. Plaintiff is CSB BANK, a State banking institution, incorporated, organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office and place of business at 434 State Street, P. O. Box 29, Curwensville, Clearfield County, Pennsylvania 16833.

2. Defendant, SHEILA M. CLUTTER, is an adult individual who resides at 1012 Walton Street, Philipsburg, Pennsylvania 16866.

3. On November 10, 1998, Defendant, Sheila M. Clutter, made and delivered to Plaintiff, CSB BANK, at its branch office situate in Lawrence Township, Clearfield County, Pennsylvania, having a mailing address of K-Mart Plaza, R. D. Box 257 A-1, Clearfield, PA 16830, a Promissory Note which in exchange for the principal amount financed of TWENTY-FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS, which was provided to

said Defendant at said location, said Defendant agreed to pay to Plaintiff on January 9, 1999, the lump sum of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars, together with interest at the rate of 9.950% per annum on the unpaid principal balance. A photocopy of the aforesaid note is attached hereto and made a part hereof as Exhibit "A".

5. Thereafter, Plaintiff, CSB Bank and Defendant, Sheila M. Clutter entered into a LOAN MODIFICATION AGREEMENT dated August 16, 1999 which provided that as of the date of said Agreement, the amount remaining payable under the aforesaid November 10, 1998 Note was \$27,901.39. A photocopy of said LOAN MODIFICATION AGREEMENT is attached hereto and made a part hereof as Exhibit "B".

6. Among the other terms of the LOAN MODIFICATION AGREEMENT, Plaintiff agreed to modify the maturity date from January 9, 1999 to August 16, 2000 provided Defendant paid monthly interest payments beginning September 16, 1999 on the unpaid principal balance at the original yearly interest rate of 9.95%.

7. Defendant has defaulted under the terms of said Promissory Note of November 10, 1998 as modified by the LOAN MODIFICATION AGREEMENT of August 16, 1999 since she did not and has not paid to Plaintiff the monthly interest payments due on February 16, 2000 and March 16, 2000.

8. Despite being requested to do so, Defendant has refused and otherwise failed to pay the aforementioned interest payments and any other sums whatsoever on the original Note.

9. By letter dated and mailed to Defendant on March 29, 2000, Plaintiff notified Defendant that because of the aforementioned default, Plaintiff was declaring the entire unpaid principal balance of the Note and all accrued unpaid interest and late charges immediately due and payable.

10. The present amounts remaining due and owing under the terms of the aforementioned Promissory Note of November 10, 1998 as modified by the Loan Modification Agreement of August 16, 1999 are as follows:

(a)	Principal balance, accrued interest and accrued late charges through March 27, 2000	-	\$28,507.87
(b)	Attorneys fees	-	\$ <u>750.00</u>

TOTAL \$29,257.87

\*\*Plus per diem interest of \$7.7116 from March 27, 2000

WHEREFORE, the Plaintiff, CSB BANK, demands judgment against Defendant, Sheila M. Clutter, in the amount of \$29,257.87 plus per diem interest of \$7.7116 from March 27, 2000, plus costs of suit.

GATES & SEAMAN



Andrew P. Gates  
Attorney for Plaintiff,  
CSB BANK

GATES & SEAMAN  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$25,000.00	11-10-1998	01-09-1999	405041		0011		LAK	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** SHEILA M CLUTTER  
1012 WALTON STREET  
PHILIPSBURG, PA 16866

**Lender:** CSB BANK  
K-Mart Plaza  
R.D., Box 257 A-1  
Clearfield, PA 16830

**Principal Amount:** \$25,000.00

**Interest Rate:** 9.950%

**Date of Note:** November 10, 1998

**Maturity Date:** January 9, 1999

**PROMISE TO PAY.** I promise to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Five Thousand & 00/100 Dollars (\$25,000.00), together with interest at the rate of 9.950% per annum on the unpaid principal balance from November 10, 1998, until paid in full.

**PAYMENT.** I will pay this loan in one principal payment of \$25,000.00 plus interest on January 9, 1999. This payment due January 9, 1999, will be for all principal and accrued interest not yet paid. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** In any event, even upon full prepayment of this Note, I understand that Lender is entitled to a minimum interest charge of \$5.00. Other than my obligation to pay any minimum interest charge, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) (h) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if I, after receiving written notice from Lender demanding cure of such default: (a) cure the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided on this paragraph.

**COLLATERAL.** This Note is secured by a Security Agreement, all terms and conditions of which are hereby incorporated and made a part of this Note.

**PROPERTY INSURANCE.** I understand that I am required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Security Agreement.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

**PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

**THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**


**BORROWER:**



11-10-1998  
Loan No 405041

PROMISSORY NOTE  
(Continued)

Page 2

X  (SEAL)  
SHEILA M CLUTTER

Fixed Rate. Single Pay.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.26 (c) 1998 CFI ProServices, Inc. All rights reserved. [PA-D20 405041.LN G6.OVL]

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 16th day of August, 1999, between Sheila M. Clutter, of R.R. 1, Box 368B, Philipsburg, Pennsylvania, ("the Borrowers") and CSB Bank ("Lender"), amends and supplements the Note dated November 10, 1998, and secured by a Collateral Assignment of Contract on Contract Number 2426144 issued by First Colony Life Insurance Company, Home Office: Lynchburg, Virginia.

The Collateral Assignment of Contract being set forth as follows:

See Attached Exhibit "A"

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note):

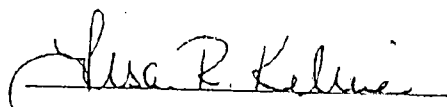
1. As of August 16, 1999, the amount payable under the Note (the "Unpaid Balance") is \$27,901.39 consisting of the amount loaned to the Borrower by the Lender, any interest capitalized to date and any late fees to date.
2. Lender and Borrower have agreed to modify the Principal Balance to \$27,901.39 consisting of the amount loaned to the Borrower by the Lender, any interest capitalized to date and any late fees to date.
3. Lender and Borrower have agreed to modify the Maturity Date from the original Maturity Date of January 9, 1999, to August 16, 2000.
4. Borrower has requested and Lender has agreed to modify the repayment of the Note from principal and interest due at maturity to interest due monthly, with the principal plus any unpaid interest due at maturity.
5. The Borrower promises to pay monthly interest payments beginning on September 16, 1999, with the principal balance plus any unpaid interest on the maturity date of August 16, 2000. Interest will be charged on the unpaid principal balance at the original yearly rate of 9.95%.  
The Borrower will make such payments at any office of CSB Bank or at such other place as the Lender may require.
6. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Collateral Assignment of Contract.
7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Collateral Assignment of Contract. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.


ACCEPTANCE

INTENDING TO BE LEGALLY BOUND THE UNDERSIGNED HEREBY ACCEPTS THE  
FORGOING AND AGREES TO THE TERMS AND CONDITIONS THEREOF.

Lender

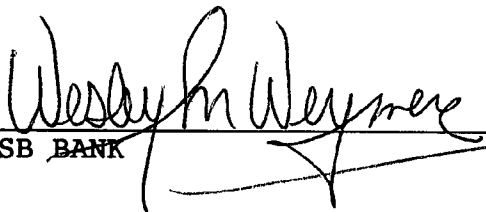
Borrower

  
CSB Bank

  
Sheila M. Clutter

**VERIFICATION**

The undersigned verifies that he is President  
of CSB BANK, Plaintiff in the within action, and that the  
statements made in the foregoing document are true and correct to  
the best of his knowledge, information and belief. The under-  
signed understands that false statements made herein are subject  
to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn  
falsification to authorities.

  
CSB BANK

Date: March 31, 2000

NOTICE TO DEFENDANT  
BY MAIL  
NO C/C  
20-  
W/IN A STATE  
0/3:30/14  
08 2000

IN THE COURT OF COMMON PLEAS CIVIL ACTION - LAW No. 2000 - 396 - CD IN MORTGAGE FORECLOSURE	
CSB BANK, Plaintiff  vs.  SHEILA M. CLUTTER, Defendant	
PRAECIPE FOR DEFAULT JUDGMENT	
LAW OFFICES GATES & SEAMAN 2 NORTH FRONT STREET P.O. BOX 846 CLEARFIELD, PA. 16830	

ANDREW GATES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK

00-396-CD

VS

CLUTTER, SHEILA M.

COMPLAINT

SHERIFF RETURNS

NOW APRIL 4, 2000 AT 9:44 AM DST SERVED THE WITHIN COMPLAINT  
ON SHEILA M. CLUTTER, DEFENDANT AT RESIDENCE 1012 WALTON ST.  
PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
SHEILA M. CLUTTER A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

27.17 SHFF. HAWKINS PAID BY: ATTY.  
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

20th DAY OF April 2000  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins  
by Marky Harris

CHESTER A. HAWKINS  
SHERIFF

FILED

APR 20 2000  
01:32 PM  
William A. Shaw  
Prothonotary

ESB

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

**CSB BANK,**

Plaintiff

**vs.**

**SHEILA M. CLUTTER**

Defendant

No. ~~2000~~-396-CD

Type of Case: Civil Action

Type of Pleading: Praecipe  
For Default Judgment

Filed on behalf of: Plaintiff

Counsel of Record for this  
Party:  
Andrew P. Gates

Supreme Court No.: 36604

**GATES & SEAMAN**  
Attorneys at law  
2 North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

**FILED**

**MAY 08 2000**

William A. Shaw  
Prothonotary

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

CSB BANK,	:	
Plaintiff	:	No. 2000 - 396 - CD
	:	
-vs-	:	IN MORTGAGE FORECLOSURE
	:	
SHEILA M. CLUTTER,	:	
Defendant	:	

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY:

Enter Judgment in favor of CSB BANK, Plaintiff herein, and against Defendant, SHEILA M. CLUTTER, for Defendant's failure to file a timely Answer to the Complaint which was served upon her on April 4, 2000 as indicated in the Sheriff's Affidavit of Service, in the following amounts:

(a) Outstanding principal balance	
and accrued interest through March 27, 2000	\$ 28,507.87
(b) Attorney fees	\$ 750.00
	<u>\$ 29,257.87**</u>

\*\*plus per diem interest of \$7.7116 from March 27, 2000

Furthermore, the undersigned attorney certifies that said Defendant was also served with the Notice specified in Pa. R.C.P. §237.1 by regular first class mail, postage prepaid, on April 25, 2000. A copy of the Notice mailed to the Defendant and U. S. Postal Service Form 3817 for said mailing are attached hereto and made a part hereof as Exhibits "A".

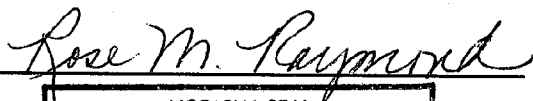
GATES & SEAMAN

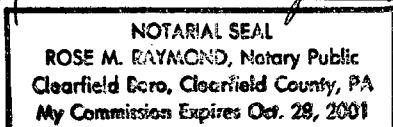
By: 

Andrew P. Gates, Esquire  
Attorney for Plaintiff

Date: May 8, 2000

Sworn to and subscribed before me  
this 8<sup>th</sup> day of May, 2000.







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

CSB BANK,

Plaintiff

vs.

SHEILA M. CLUTTER

Defendant

No. 00-396-CD

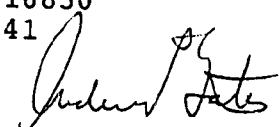
TO: SHEILA M. CLUTTER  
1012 Walton Street  
Philipsburg, Pennsylvania 16866

DATE OF NOTICE: April 25, 2000

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

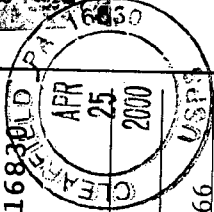
  
Andrew P. Gates, Esquire,  
Attorney for Plaintiff

P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.



U.S. POSTAL SERVICE MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	<b>CERTIFICATE OF MAILING</b>
Received From:	<b>GATES &amp; SEAMAN</b> 2 North Front Street P.O. Box 846 Clearfield, PA 16830
One piece of ordinary mail addressed to:	Sheila M. Clutter 1012 Walton Street 2000 xxxx Phillipsburg, PA 16866



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

CSB BANK, Plaintiff

No. 2000 - 396 - CD

IN MORTGAGE FORECLOSURE

vs

SHEILA M. CLUTTER, Defendant

Notice is given that a JUDGMENT in the above captioned  
matter has been entered against you in the amount of

\$ 29,257.87\*\* on May 8, 2000, ~~18~~

\*\* plus per diem interest of \$7.7116 from March 27, 2000

William A. Shaw, Prothonotary

by \_\_\_\_\_  
Deputy

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

CSB BANK  
Plaintiffs (s)

Vs.

SHELIA M. CLUTTER  
Defendant (s)

Docket: 281

No.: 00-396-CD

Real Debt: \$29,257.87

Atty's Comm:

Costs: \$

Int. From: MARCH 27, 2000

Entry: \$20.00

Instrument: DEFAULT JUDGMENT

Date of Entry: MAY 8, 2000

Expires: MAY 8, 2005

Certified from the record this 5TH day of MAY, 2000.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

CSB BANK, Plaintiff :  
vs. :No. 00- 396 -CD  
SHEILA M. CLUTTER, Defendant :  
vs. :  
DAVID C. MASON, ESQUIRE, d/b/a MASON :  
LAW OFFICE, WINIFRED JONES-WENGER, :  
ESQUIRE, THE HARTFORD INSURANCE COMPANY, :  
d/b/a HARTFORD ACCIDENT AND INDEMNITY :  
COMPANY and THE JOHN DEERE INSURANCE :  
COMPANY, Garnishees :

PRAECIPE FOR WRIT OF EXECUTION

TO WILLIAM A. SHAW, PROTHONOTARY:

Issue a Writ of Execution in the above matter,

(1) directed to the Sheriffs of Centre County, Philadelphia County and Montgomery County, Pennsylvania;

(2) against Sheila M. Clutter, Defendant; and

(3) against (i) David C. Mason, Esquire, d/b/a Mason Law Office, of 409 North Front Street, Philipsburg (Centre County), PA 16866;

(ii) Winifred Jones-Wenger, Esquire, of 20 North Second Street, Philipsburg (Centre County), PA 16866;

(iii) The Hartford Insurance Company, d/b/a Hartford Accident and Indemnity Company; and

(iv) The John Deere Insurance Company as Garnishees;

(4) and index this Writ

(a) against Sheila M. Clutter, Defendant, and

(b) against (i) David C. Mason, Esquire, d/b/a Mason Law Office, of 409 North Front Street, Philipsburg (Centre County), PA 16866;

(ii) Winifred Jones-Wenger, Esquire, of 20 North Second Street, Philipsburg (Centre County), PA 16866;

(iii) The Hartford Insurance Company, d/b/a Hartford Accident and Indemnity Company; and

(iv) The John Deere Insurance Company, c/o CT Corporation, 1635 Market Street, Philadelphia, PA 19103 as Garnishees.

(5) The amount due:

(a) As per Judgment entered \$30,437.74

May 8, 2000 (amount due as of  
10-4-00: \$30,437.74), plus  
per diem interest of \$7.7116 from  
October 4, 2000

Attorney fees for post Judgment

Execution (as per Promissory Note)

Costs to be added:

1,875.00

\$ 157.17

**FILED**

OCT 13 2000

William A. Shaw  
Prothonotary

GATES & SEAMAN

BY: Andrew P. Gates  
Andrew P. Gates, Esquire  
Attorney for Plaintiff  
2 North Front Street  
Clearfield, PA 16830  
(814) 765-1766

Date: October 13, 2000

FILED

OCT 13 2000

William A. Shaw  
Prothonotary

3161 City State

pd \$20000

(13)

6 writs City State -

"Carter County"

6 writs City State -

"Philadelphia County"

6 writs City State -

"Montgomery County"

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

CSB BANK, Plaintiff

vs.

SHEILA M. CLUTTER, Defendant

vs.

DAVID C. MASON, ESQUIRE, d/b/a MASON  
LAW OFFICE, WINIFRED JONES-WENGER,  
ESQUIRE, THE HARTFORD INSURANCE COMPANY,  
d/b/a HARTFORD ACCIDENT AND INDEMNITY:  
COMPANY and THE JOHN DEERE INSURANCE  
COMPANY, Garnishees

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:No. 00- 396 -CD  
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COPY

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CENTRE COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against  
Defendant, SHEILA M. CLUTTER:

(1) You are also directed to attach the following  
described property of the Defendant not levied upon in the  
custody, control and/or possession of (i) David C. Mason,  
Esquire, d/b/a Mason Law Office, of 409 North Front Street,  
Philipsburg, Pennsylvania 16866, and (ii) Winifred Jones-Wenger,  
Esquire, of 20 North Second Street, Philipsburg, Pennsylvania  
16866, namely: Defendant's individual share of the settlement  
insurance proceeds, received and/or to be received, exclusive of  
Court approved attorney fees from The Hartford Insurance  
Company, d/b/a Hartford Accident and Indemnity Company and The  
John Deere Insurance Company, as compensation for the wrongful  
death, loss of consortium and survivor's loss pertaining to the  
death of William H. Clutter (date of death: February 29, 2000)

as a result of injuries said decedent received in an automobile accident which occurred on January 9, 2000 in Bigler Township, Clearfield County, Pennsylvania.

And to notify the Garnishees that:

- (a) an attachment has been issued;
- (b) the Garnishees are enjoined from paying any debt to or for the account of the Defendant and from delivering any property or money of or to the Defendant or otherwise disposing thereof;

(2) If property or money of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him and/or her that he or she has been added as a garnishee and is enjoined as stated above.

Amount Due:

- (a) As per Judgment entered \$30,437.74  
May 8, 2000 (amount due as of  
10/4/00: \$30,437.74), plus  
per diem interest of \$7.7116 from  
October 4, 2000
- (b) Attorney fees for post Judgment  
Execution (as per Promissory Note) \$ 1,875.00
- (c) Costs to be added: \$ 157.17

BY:



Prothonotary of Clearfield County

Seal of the Court by:

October 13, 2000  
Deputy



COPY

**VS.**

:  
:  
:No. 00- 396 -CD

**VS.**

DAVID C. MASON, ESQUIRE, d/b/a MASON  
LAW OFFICE, WINIFRED JONES-WENGER,  
ESQUIRE, THE HARTFORD INSURANCE COMPANY,  
d/b/a HARTFORD ACCIDENT AND INDEMNITY  
COMPANY and THE JOHN DEERE INSURANCE  
COMPANY, Garnishees

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

To satisfy the judgment, interest and costs against  
Defendant, SHEILA M. CLUTTER:

(1) You are also directed to attach the following described property of the Defendant not levied upon in the custody, control and/or possession of The John Deere Insurance Company, which maintains a regular place of business at c/o CT Corporation, 1635 Market Street, Philadelphia, PA 19103, namely all insurance settlement proceeds to be paid or tentatively agreed to be paid to Defendant, SHEILA M. CLUTTER, and/or her attorneys, as compensation for said Defendant's wrongful death, loss of consortium and survivor's loss claims versus the insureds of this Garnishee pertaining to the death of William H. Clutter, Defendant's husband (Date of Death: February 29, 2000, Clearfield County Estate No. 2000-150) as a result of injuries said decedent received in an automobile accident

occurring January 9, 2000 in Bigler Township, Clearfield County, Pennsylvania.

And to notify the Garnishee that:

(a) an attachment has been issued;

(b) the Garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property or money of or to the Defendant or otherwise disposing thereof;

(2) If property or money of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him and/or her that he or she has been added as a garnishee and is enjoined as stated above.

Amount Due:

- (a) As per Judgment entered \$30,437.74  
May 8, 2000 (amount due as of  
10/4/00: \$30,437.74), plus  
per diem interest of \$7.7116 from  
October 4, 2000
- (b) Attorney fees for post Judgment  
Execution (as per Promissory Note) \$ 1,875.00
- (c) Costs to be added: \$ 157.17

BY:



Prothonotary of Clearfield County

Seal of the Court by:

October 13, 2000  
Deputy

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

CSB BANK, Plaintiff

**VS.**

SHEILA M. CLUTTER, Defendant

**VS.**

DAVID C. MASON, ESQUIRE, d/b/a MASON :  
LAW OFFICE, WINIFRED JONES-WENGER, :  
ESQUIRE, THE HARTFORD INSURANCE COMPANY, :  
d/b/a HARTFORD ACCIDENT AND INDEMNITY :  
COMPANY and THE JOHN DEERE INSURANCE :  
COMPANY, Garnishees :

:  
:  
:No. 00- 396 -CD

COPY

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

==

TO THE SHERIFF OF MONTGOMERY COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against  
Defendant, SHEILA M. CLUTTER:

(1) You are also directed to attach the following described property of the Defendant not levied upon in the custody, control and/or possession of The Hartford Insurance Company, d/b/a Hartford Accident & Indemnity Company, which maintains a regular place of business at 150 South Warren Road, P. O. Box 61577, Third Floor, King of Prussia, Pennsylvania 19406, namely all insurance settlement proceeds to be paid or tentatively agreed to be paid to Defendant, SHEILA M. CLUTTER, and/or her attorneys, for claims of Sheila M. Clutter versus the insureds of this Garnishee pertaining to the death of William H. Clutter, Defendant's husband (Date of Death: February 29, 2000, Clearfield County Estate No. 2000-150) as a result of injuries said decedent received in an automobile accident occurring

January 9, 2000 in Bigler Township, Clearfield County,  
Pennsylvania.

And to notify the Garnishee that:

- (a) an attachment has been issued;
- (b) the Garnishee is enjoined from paying any debt to  
or for the account of the Defendant and from delivering any  
property or money of or to the Defendant or otherwise disposing  
thereof;

(2) If property or money of the Defendant not levied upon  
and subject to attachment is found in the possession of anyone  
other than a named garnishee, you are directed to notify him  
and/or her that he or she has been added as a garnishee and is  
enjoined as stated above.

Amount Due:

- (a) As per Judgment entered \$30,437.74  
May 8, 2000 (amount due as of  
10/4/00: \$30,437.74), plus  
per diem interest of \$7.7116 from  
October 4, 2000
- (b) Attorney fees for post Judgment  
Execution (as per Promissory Note) \$ 1,875.00
- (c) Costs to be added: \$ 157.17

BY:



Prothonotary of Clearfield County

Seal of the Court by:

\_\_\_\_\_  
Deputy

October 13, 2000

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

CSB BANK,

Plaintiff

vs.

SHEILA M. CLUTTER,

Defendant

vs.

DAVID C. MASON, ESQUIRE, d/b/a  
MASON LAW OFFICE, WINIFRED H.  
JONES-WENGER, ESQUIRE, THE  
HARTFORD INSURANCE COMPANY,  
d/b/a HARTFORD ACCIDENT AND  
INDEMNITY COMPANY and THE JOHN  
DEERE INSURANCE COMPANY,

Garnishees

No. 00-396-CD

FILED

OCT 31 2000

William A. Shaw  
Prothonotary

**CERTIFICATE OF SERVICE**

I, Winifred H. Jones-Wenger, the undersigned, certify that I did serve an original and one (1) copy of the Answers to Interrogatories to be Answered by Garnishees, concerning the above-captioned case, cn Andrew P. Gates, Esquire, Attorney of Record for Plaintiff, at his place of business at GATES & SEAMAN at Two North Front Street, P.O. Box 846, Clearfield, Pennsylvania 16830 by depositing same with the U.S. Postal Service on October 30, 2000, for delivery by U.S. mail, first class, postage prepaid.

*Winifred H. Jones-Wenger*  
WINIFRED H. JONES-WENGER  
Garnishee

Dated: October 30, 2000

FILED

OCT 31 2000

M 10:34/11/00  
William A. Shaw

Prothonotary

Comp.

E 228

RECEIVED  
OCT 31 2000  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CSB BANK, Plaintiff

vs.

SHEILA M. CLUTTER, Defendant

vs.

DAVID C. MASON, ESQUIRE, d/b/a MASON  
LAW OFFICE, WINIFRED JONES-WENGER,  
ESQUIRE, THE HARTFORD INSURANCE  
COMPANY, d/b/a HARTFORD ACCIDENT  
AND INDEMNITY COMPANY and THE JOHN  
DEERE INSURANCE COMPANY,  
Garnishees

\*

\* No. 00-396-CD

\*

\* 2000-2528 Centre County #

\*

\* CIVIL ACTION - LAW

\*

\* TYPE OF PLEADING: CERTIFICATE  
OF SERVICE

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FILED ON BEHALF OF:  
Defendant/Garnishee

COUNSEL OF RECORD FOR  
THIS PARTY:

David C. Mason, Esq.  
Supreme Court No. 39180  
Attorney at Law  
P.O. Box 28  
Philipsburg, PA 16866  
(814) 342-2240

**FILED**

NOV 15 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CSB BANK, Plaintiff

vs.

SHEILA M. CLUTTER, Defendant

vs.

DAVID C. MASON, ESQUIRE, d/b/a MASON  
LAW OFFICE, WINIFRED JONES-WENGER,  
ESQUIRE, THE HARTFORD INSURANCE  
COMPANY, d/b/a HARTFORD ACCIDENT  
AND INDEMNITY COMPANY and THE JOHN  
DEERE INSURANCE COMPANY,  
Garnishees

\*

\* No. 00-396-CD

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\* 2000-2528 Centre County #

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CERTIFICATE OF SERVICE

This is to certify that the undersigned on the 13<sup>th</sup> day of November, 2000, served  
a true and correct copy of the Answers to Interrogatories by depositing such copy in the  
United States Mail, postage pre-paid, and addressed to the following addresses:

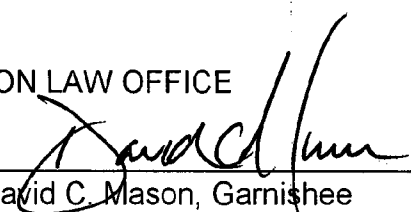
Andrew P. Gates, Esquire  
Gates & Seaman  
Attorneys at Law  
Two North Front Street  
P.O. Box 846  
Clearfield, PA 16830

James Naddeo, Esquire  
Attorney at Law  
211 ½ E. Locust Street  
Marino Building  
P. O. Box 552  
Clearfield, PA 16830

11/13/00

MASON LAW OFFICE

By:

  
David C. Mason, Garnishee



FILED

NOV 15 2 17 PM

M11253/11000

PROHIBITIONARY

2

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

CSB BANK, Plaintiff

vs.

SHEILA M. CLUTTER, Defendant

vs.

DAVID C. MASON, ESQUIRE, d/b/a MASON  
LAW OFFICE, et al, Garnishees

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:No. 00- 396 -CD  
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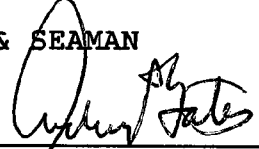
PRAECIPE

TO: WILLIAM A. SHAW, PROTHONOTARY:

In recognition that Garnishee, DAVID C. MASON, ESQUIRE,  
d/b/a MASON LAW OFFICE, has paid over to CSB BANK the property  
he has admitted he was holding on behalf of Defendant, SHEILA M.  
CLUTTER, namely: the sum of \$16,142.69, please mark the Writ of  
Execution issued against Garnishee, DAVID C. MASON, ESQUIRE,  
d/b/a MASON LAW OFFICE, as being withdrawn as of this date.

GATES & SEAMAN

By:

  
\_\_\_\_\_  
Andrew P. Gates, Esquire  
Attorney for CSB Bank, Plaintiff

Date: December 20, 2000

FILED

DEC 20 2000

William A. Shaw  
Prothonotary

FILED

DEC 20 2000

0/3:55/47

William A. Shaw  
Prothonotary

(F. m.)

1 SENT TO ATTY.

CSB BANK, Plaintiff

**VS .**

**VS.**

KIM C. KESNER, ESQUIRE, Counsel and Attorney for Estate of Sasha M. Johnson, deceased, Sheila M. Clutter, Administratrix of the Estate of Sasha M. Johnson, deceased and M&T Bank, successor in interest to Keystone Financial which was successor in interest to Mid State Bank, Garnishees

:  
:  
:No. 00- 396 -CD

**FILED**

APR 02 2001

**William A. Shaw**  
Prothonotary

TO WILLIAM A. SHAW, PROTHONOTARY:

(1) directed to the Sheriffs of Clearfield County and Centre County, Pennsylvania;

(2) against

(i) Kim C. Kesner, Esquire, Counsel and Attorney for Estate of Sasha M. Johnson, deceased, of 23 North Second Street, Clearfield (Clearfield County), PA 16830, Garnishee;

(ii) Sheila M. Clutter, as Administratrix of the Estate of Sasha M. Johnson, deceased, of 1012 Walton Street, Philipsburg, (Clearfield County), Pennsylvania 16866, Garnishee;

(iii) M&T Bank, successor in interest to Keystone Financial which was successor in interest to Mid-State Bank, of 17 North Front Street, (Centre County) Philipsburg, PA 16866, Garnishee;

(3) and index this Writ

(a) against

(i) Kim C. Kesner, Esquire, of 23 North Second Street, Clearfield, PA 16830;

(ii) Sheila M. Clutter, Administratrix of the Estate of Sasha M. Johnson, deceased, of 1012 Walton Street, Philipsburg, PA 16866;

(iii) M&T Bank, of 17 North Front Street, Philipsburg,  
PA 16866;

as Garnishees.

Dick,  
This should be all taken care  
of on the system.

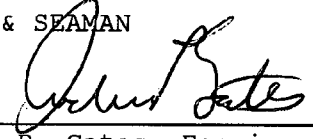
BT

(4) The amount due:

(a) As per Judgment entered \$19,261.70  
May 8, 2000, plus all per diem interest  
to March 23, 2000, but less \$16,142.69  
received 12/22/01, plus remaining  
Attorney fees for Post Judgment Execution  
(as per Promissory Note) \$ \_\_\_\_\_

(b) Costs to be added: \$ 177.17

GATES & SEAMAN

BY:   
Andrew P. Gates, Esquire  
Attorney for Plaintiff  
2 North Front Street  
Clearfield, PA 16830  
(814) 765-1766

Date: March 30, 2001

8

**FILED**

APR 02 2001

0/12:30/1000

William A. Shaw  
Prothonotary

6 Writs TO CLFO Co. SHAW

L

6 Writs TO CLFO Co. SHAW FOR  
CENTRE Co.

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

CSB BANK, Plaintiff :  
 :  
 vs. :No. 00- 396 -CD  
 :  
 SHEILA M. CLUTTER, Defendant :  
 :  
 vs. :  
 :  
 KIM C. KESNER, ESQUIRE, Counsel and :  
 Attorney for Estate of Sasha M. :  
 Johnson, deceased, Sheila M. Clutter, :  
 Administratrix of the Estate of Sasha :  
 M. Johnson, deceased and M&T Bank, :  
 successor in interest to Keystone :  
 Financial which was successor in :  
 interest to Mid State Bank, Garnishees :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against  
Defendant, SHEILA M. CLUTTER:

(1) You are also directed to attach the following described  
property of the Defendant not levied upon in the custody, control  
and/or possession of (a) Kim C. Kesner, Esquire, as Attorney and  
Counsel for the Estate of Sasha M. Johnson, deceased (Garnishee),  
including all funds on deposit at any bank or in said attorney's  
escrow and/or trust accounts, specifically including all funds on  
deposit at M&T Bank and consisting of funds formerly on deposit  
in Mid State Bank (specifically Account No. 3740654672) and/or  
Keystone Financial (specifically Account No. 3740654672),  
belonging to or to be subsequently paid to Defendant, SHEILA M.  
CLUTTER, as heir or beneficiary of her deceased daughter, Sasha  
M. Johnson, and (b) Sheila M. Clutter, Administratrix, Executor



and/or Personal Representative of the Estate of Sasha M. Johnson (Garnishee), currently in possession or which hereafter comes into her possession and which is to be subsequently paid to Defendant, Sheila M. Clutter, as heir and/or beneficiary of said Estate.

And to notify the Garnishees that:

(a) an attachment has been issued;

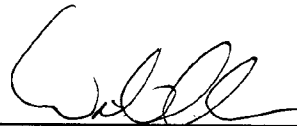
(b) the Garnishees are enjoined from paying any debt to or for the account of the Defendant and from delivering any property or money of or to the Defendant or otherwise disposing thereof;

(2) If property or money of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him and/or her that he or she has been added as a garnishee and is enjoined as stated above.

Amount Due:

(a) As per Judgment entered	\$19,561.70
May 8, 2000, plus all per diem interest	
to March 23, 2000, but less \$16,142.69	
received 12/22/01, plus remaining	
Attorney fees for Post Judgment	
Execution (as per Promissory Note)	\$ _____
(b) Costs to be added:	\$ 177.17

BY:



Prothonotary of Clearfield County

Seal of the Court by:

\_\_\_\_\_  
Deputy

(1) You are also directed to attach the following described property of the Defendant not levied upon in the custody, control and/or possession of M&T Bank (Garnishee), which maintains a regular place of business at 17 North Front Street, Philipsburg, Pennsylvania 16866, namely all funds on deposit in any Account or Certificate of Deposit titled in the name of: (i) Sasha M. Johnson, Estate and/or (ii) Sasha M. Johnson Estate, by Sheila M. Clutter, Administratrix/Executor and/or Personal Representative, and/or (iii) Sheila M. Clutter, specifically including all accounts into which has been deposited monies received from First Colony Life Insurance Company (including former Mid-State Bank

Account No. 3740654672 and former Keystone Financial Account No. 3740654672 and any successor account held in M&T Bank).

And to notify the Garnishee that:

(a) an attachment has been issued;

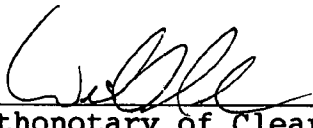
(b) the Garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property or money of or to the Defendant or otherwise disposing thereof;

(2) If property or money of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him and/or her that he or she has been added as a garnishee and is enjoined as stated above.

Amount Due:

(a) As per Judgment entered	\$19,561.70
May 8, 2000, plus all per diem interest	
to March 23, 2000, but less \$16,142.69	
received 12/22/01, plus remaining	
Attorney fees for post Judgment	
Execution (as per Promissory Note)	\$ _____
(b) Costs to be added:	\$ 177.17

BY:

  
\_\_\_\_\_  
Prothonotary of Clearfield County

Seal of the Court by:

\_\_\_\_\_  
Deputy

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

CSB BANK, Plaintiff

vs.

SHEILA M. CLUTTER, Defendant

vs.

KIM C. KESNER, ESQUIRE, Counsel and  
Attorney for Estate of Sasha M.  
Johnson, deceased, Sheila M. Clutter,  
Administratrix of the Estate of Sasha  
M. Johnson, deceased and M&T Bank,  
successor in interest to Keystone  
Financial which was successor in  
interest to Mid State Bank, Garnishees

:  
:  
:No. 00- 396 -CD  
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

:  
:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against  
Defendant, SHEILA M. CLUTTER:

(1) You are also directed to attach the following described  
property of the Defendant not levied upon in the custody, control  
and/or possession of (a) Kim C. Kesner, Esquire, as Attorney and  
Counsel for the Estate of Sasha M. Johnson, deceased (Garnishee),  
including all funds on deposit at any bank or in said attorney's  
escrow and/or trust accounts, specifically including all funds on  
deposit at M&T Bank and consisting of funds formerly on deposit  
in Mid State Bank (specifically Account No. 3740654672) and/or  
Keystone Financial (specifically Account No. 3740654672),  
belonging to or to be subsequently paid to Defendant, SHEILA M.  
CLUTTER, as heir or beneficiary of her deceased daughter, Sasha  
M. Johnson, and (b) Sheila M. Clutter, Administratrix, Executor

and/or Personal Representative of the Estate of Sasha M. Johnson (Garnishee), currently in possession or which hereafter comes into her possession and which is to be subsequently paid to Defendant, Sheila M. Clutter, as heir and/or beneficiary of said Estate.

And to notify the Garnishees that:

(a) an attachment has been issued;

(b) the Garnishees are enjoined from paying any debt to or for the account of the Defendant and from delivering any property or money of or to the Defendant or otherwise disposing thereof;

(2) If property or money of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him and/or her that he or she has been added as a garnishee and is enjoined as stated above.

Amount Due:

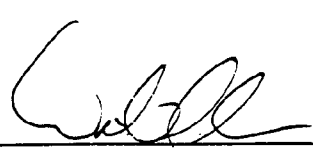
(a) As per Judgment entered	\$19,561.70
May 8, 2000, plus all per diem interest	
to March 23, 2000, but less \$16,142.69	
received 12/22/01, plus remaining	
Attorney fees for Post Judgment	
Execution (as per Promissory Note)	\$

(b) Costs to be added:	\$ 177.17
------------------------	-----------

RECEIVED APR 2 2001

BY:

@ 3:33 PM  
Walter A. Henders  
by Margaret H. Pitt

  
Prothonotary of Clearfield County

Seal of the Court by:

Deputy

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10886

CSB BANK

00-396-CD

VS.

CLUTTER, SHELIAL M.

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

**SHERIFF RETURNS**

---

NOW, APRIL 11, 2001, SHERIFF DENNY NAU OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON M & T BANK, GARNISHEE.

NOW, APRIL 12, 2001, AT 11:00AM O'CLOCK SERVED WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON KIM C. KESNER, ESQ., GARNISHEE, AT HIS PLACE OF EMPLOYMENT, 23 NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO KIM C. KESNER, ESQ., GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, APRIL 12, 2001, AT 1:55PM O'CLOCK SERVED WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON SHEILA M. CLUTTER, GARNISHEE, AT HER PLACE OF RESIDENCE, 1012 WALTON STREET, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, 16866, BY HANDING TO SHEILA M. CLUTTER, GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 18, 2001, AT 2:24 PM O'CLOCK SERVED WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON M&T BANK, GARNISHEE, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

In The Court of Common Pleas of Clearfield County, Pennsylvania

CSB BANK

Sheriff Docket #

10886

00-396-CD

VS.

CLUTTER, SHELIAL M.

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

NOW, MAY 2, 2001, RETURN WRIT AS BEING SERVED, PAID COSTS FROM  
ADVANCE MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$55.84

SURCHARGE 30.00

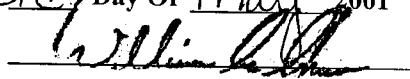
PAID BY ATTORNEY

FILED

MAY 03 2001  
07:54 AM  
William A. Shaw  
Prothonotary

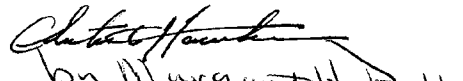
Sworn to Before Me This

3rd Day Of May 2001



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

  
by Margaret H. Putt  
Chester A. Hawkins  
Sheriff



# Sheriff's Office Clearfield County

AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

SUITE 116  
1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY  
MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK

NO. 00-396-CD

VS  
SHELIA M. CLUTTER  
VS

ACTION: WRIT OF EXECUTION  
INTERROGATORIES TO GARNISHEE

KIM C. KESNER, ESQ, Counsel and Attorney for  
Estate of Sasha M. Johnson, deceased, Sheila M. Clutter,  
Administratrix of the Estate of Sasha M. Johnson, deceased and M & T Bank, successor in  
interest to Keystone Financial which was  
successor in interest to Mid State Bank, Garnishees

SERVE BY: ASAP

OR

HEARING DATE:

\*\*\*\*\*

SERVE: M & T BANK

ADDRESS: 17 NORTH FRONT STREET  
PHILIPSBURG, PA 16866

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 11th day of APRIL 2001.

COPY

Respectfully,  
*Chester A. Hawkins*  
by *Margaret H. Putt*  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:



# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

<b>SHERIFF SERVICE</b>		<b>INSTRUCTIONS FOR SERVICE OF PROCESS:</b> You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
<b>PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>			
1. Plaintiff(s) <u>CSB Bank</u>		2. Case Number <u>00-396-CD</u>	
3. Defendant(s) <u>Shella M. Clutter</u>		4. Type of Writ or Complaint: <u>Writ of Execution</u>	
SERVE → AT 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>M &amp; T Bank</u>			
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>17 North Front Street, Philipsburg, PA</u>			
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. <u>Sheriff of Centre County</u>			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
	12. Signature	

<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>									
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title			14. Date Filed		15. Expiration/Hearing Date		
<b>TO BE COMPLETED BY SHERIFF</b>									
16. Served and made known to <u>Cindy Moore, CSB</u> , on the <u>18<sup>th</sup></u> day of <u>April</u> , 20 <u>01</u> , at <u>2:24</u> o'clock, <u>P</u> m., at <u>Same as above</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> and officer of said Defendant company. <input checked="" type="checkbox"/> Other <u>Consumer Service Representative</u>									
On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____									
Remarks:									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Geste Due or Refund
<u>\$75.00</u>	<u>9.00</u>	<u>9.00</u>	<u><del>2.50</del></u>	<u>2.50</u>	<u>21.00</u>	<u>.50</u>	<u>22.00</u>	<u>\$64.00</u>	<u>\$ 81.00</u>
17. AFFIRMED and subscribed to before me this <u>24</u>				So Answer.					
20 day of <u>April</u> 20 <u>01</u>				18. Signature of Dep. Sheriff <u>Joseph P. Kalmfrish</u>				19. Date <u>4/24/01</u>	
20. <u>Corinne Peters</u> Notary Public Bellefonte Boro, Centre County My Commission Expires Aug. 28, 2001				21. Signature of Sheriff				22. Date	
My Commission Expires				SHERIFF OF CENTRE COUNTY					
				Amount Pd. Page					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.									25. Date Received

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

CSB BANK, Plaintiff

vs.

SHEILA M. CLUTTER, Defendant

vs.

KIM C. KESNER, ESQUIRE, Counsel and Attorney for  
Estate of Sasha M. Johnson, deceased, Sheila M.  
Clutter, Administratrix of the Estate of Sasha  
M. Johnson, deceased and M&T Bank, successor in  
interest to Keystone Financial which was succes-  
sor in interest to Mid State Bank, Garnishees

:  
:  
:No. 00- 396 -CD  
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PRAECIPE

TO: WILLIAM A. SHAW, PROTHONOTARY:

Kindly marked the Writ of Execution issued against Kim C. Kesner,  
Counsel and Attorney for Estate of Sasha M. Johnson, deceased, as  
being withdrawn and the attachment as to said Garnishee as being  
dissolved. Likewise, please index the dissolution of the attachment  
in the same fashion as the Writ of Execution was indexed.

GATES & SEAMAN  
By:



Andrew P. Gates, Esquire  
Attorney for CSB Bank, Plaintiff

LAW OFFICE OF GATES & SEAMAN  
2 North Front Street  
Clearfield, PA 16830  
(814-765-1766)

**FILED**

MAY 08 2001  
01146/ nocc  
William A. Shaw  
Prothonotary

Date: May 8, 2001

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

CSB BANK, Plaintiff	:
vs.	:
SHEILA M. CLUTTER, Defendant	:No. 00- 396 -CD
vs.	:
DAVID C. MASON, ESQUIRE, d/b/a MASON	:
LAW OFFICE, WINIFRED JONES-WENGER,	:
ESQUIRE, THE HARTFORD INSURANCE COMPANY,	:
d/b/a HARTFORD ACCIDENT AND INDEMNITY	:
COMPANY and THE JOHN DEERE INSURANCE	:
COMPANY, Garnishees	:

WRIT OF EXECUTION

N O T I C E

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. There are other exemptions which may be applicable to you. Attached is a summary of some of these 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. (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 and 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.**

DAVID MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Court House  
Second and Market Streets  
Clearfield, Pennsylvania 16830  
Telephone: (814) 765-2641 Ext. 50 or 51

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300 statutory exemption
2. Bibles, School books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security Benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

(2) From my property which is in the possession of a third party, I claim the following exemptions: (a) my \$300.00

statutory exemption: \_\_\_\_ in cash; \_\_\_\_ in kind: \_\_\_\_\_

(b) Social Security Benefits on deposit in the amount  
of \$ \_\_\_\_\_;

(c) Other: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendant

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

Chester Hawkins, Sheriff  
Clearfield County Court House  
1 North Second Street  
Clearfield, Pennsylvania 16830

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10300

CSB BANK

00-396-CD

VS.

CLUTTER, SHELIA M.

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

**SHERIFF RETURNS**

---

NOW, OCTOBER 16, 2000, SHERIFF DENNY NAU OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON WINIFRED JONES-WENGER, ESQ, GARNISHEE.

NOW, OCTOBER 16, 2000, SHERIFF DENNY NAU OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON DAVID C. MASON, ESQ., GARNISHEE.

NOW, OCTOBER 16, 2000, SHERIFF JOHN P. DURANTE OF MONTGOMERY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON THE HARTFORD INSURANCE D/B/A HARTFORD ACCIDENT AND INDEMNITY COMPANY, GARNISHEE

NOW, OCTOBER 16, 2000, SHERIFF JOHN D. GREEN OF PHILADELPHIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON JOHN DEERE INSURANCE COMPANY C/O CT CORPORATION, GARNISHEE.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10300

CSB BANK

00-396-CD

VS.

CLUTTER, SHELIA M.

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

**SHERIFF RETURNS**

---

NOW, OCTOBER 25, 2000, SERVED THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON WINIFRED JONES-WENGER, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, OCTOBER 25, 2000, SERVED THE WITHIN WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON DAVID C. MASON, DEFENDANT, BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, NOVEMBER 20, 2000, RECEIVED WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE FOR JOHN DEER INSURANCE COMPANY, C/O CT CORPORATION, GARNISHEE, AS "NOT FOUND". THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, JUNE 22, 2001, RECEIVED FROM ATTORNEY GATES OFFICE THE DEPUTIZATION FOR MONTGOMERY COUNTY THAT MORE MONEY IS NEEDED BEFORE SERVICE CAN BE MADE, A COPY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10300

CSB BANK

00-396-CD

VS.

CLUTTER, SHELIA M.

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

NOW, JUNE 29, 2001, RETURN WRIT AS SERVICE BEING MADE ON TWO (2)  
GARNISHEES AND TWO (2) NOT SERVED. PAID COSTS FROM ADVANCE  
WITH ATTORNEY PAYING REMAINING COSTS.

SHERIFF HAWKINS \$94.51

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

29 Day Of June 2001

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

So Answers,

*Chester A. Hawkins*  
by Margaret H. Pitt  
Chester A. Hawkins  
Sheriff

FILED

JUN 29 2001

6/12/01  
William A. Shaw  
Prothonotary



Sheriff's Office  
Clearfield County

SUITE 116

1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

DARLENE SHULTZ  
CHIEF DEPUTY  
MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK, Plaintiff

NO. 00-396-CD

VS

ACTION: WRIT OF EXECUTION

SHELIA M. CLUTTER, Defendant

INTERROGATORIES TO GARNISHEE

VS

WINIFRED JONES-WENGER, ESQUIRE

SERVE BY: ASAP

OR

HEARING DATE:

\*\*\*\*\*

SERVE: WINIFRED JONES-WENGER, ESQ.

ADDRESS: 20 NORTH SECOND STREET  
PHILIPSBURG, PA 16866

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 16th day of OCTOBER 2000.

COPY

Respectfully,  
*Chester A. Hawkins*  
by Margaret H. Putt  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY



Sheriff's Office  
Clearfield County

CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

SUITE 116  
1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK, Plaintiff

VS

SHELIA M. CLUTTER, Defendant

VS

DAVID C. MASON, ESQUIRE,  
d/b/a MASON LAW OFFICE

NO. 00-396-CD

ACTION: WRIT OF EXECUTION  
INTERROGATORIES TO GARNISHEE

SERVE BY: ASAP

OR

HEARING DATE:

\*\*\*\*\*

SERVE: DAVID C. MASON, ESQUIRE  
d/b/a MASON LAW OFFICE

ADDRESS: 409 NORTH FRONT STREET  
PHILIPSBURG, PA 16866

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 16th day of OCTOBER 2000.

COPY

Respectfully,  
*Chester A. Hawkins*  
*by Margaret N. Putt*  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY



# Sheriff's Office Clearfield County

SUITE 116  
1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK, Plaintiff

VS

SHELIA M. CLUTTER, Defendant

VS

THE HARTFORD INSURANCE COMPANY  
d/b/a HARTFORD ACCIDENT AND INDEMNITY CO OF  
150 South Warren Road (Third Floor)  
King of Prussia, PA 19406

NO. 00-396-CD

ACTION: WRIT OF EXECUTION  
INTERROGATORIES TO GARNISHEE

SERVE BY: ASAP

HEARING DATE:

SERVE: THE HARTFORD INSURANCE  
d/b/a HARTFORD ACCIDENT AND INDEMNITY COMPANY

ADDRESS: 150 SOUTH WARREN ROAD (THIRD FLOOR)  
KING OF PRUSSIA, PA 19406

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of MONTGOMERY County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 16th day of OCTOBER 2000.

COPY

Respectfully,  
*Chester A. Hawkins*  
by *Margaret H. Putt*  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:



Sheriff's Office  
Clearfield County

CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

SUITE 116  
1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

CARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK, Plaintiff

NO. 00-396-CD

VS

ACTION:

SHELIA M. CLUTTER, Defendant

VS

SERVE BY: ASAP

JOHN DEER INSURANCE COMPANY  
c/o CT CORPORATION  
1635 MARKET STREET  
PHILADELPHIA, PA 19103

OR

HEARING DATE:

\*\*\*\*\*

SERVE: JOHN DEERE INSURANCE COMPANY  
c/o CT CORPORATION

ADDRESS: 1635 MARKET STREET  
PHILADELPHIA, PA 19103

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of PHILADELPHIA County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 16th day of OCTOBER 2000.

COPY

Respectfully,  
*Chester A. Hawkins*  
by *Margaret H. Putt*  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

<b>SHERIFF SERVICE</b>				INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.					
<b>PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>									
1. Plaintiff(s) <u>CSB</u>				2. Case Number <u>0000-2528</u>					
3. Defendant(s) <u>Shelia M. Clatter VS. Winifred Jones-Wenace</u>				4. Type of Writ or Complaint: <u>Writ of Execution</u>					
SERVE → AT 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Winifred Jones-Wenace</u>									
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>20 North Second Street, Philipsburg, PA</u>									
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other									
Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. <u>Sheriff of Centre County</u>									
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE									
<b>NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN</b> - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.									
9. Print/Type Name and Address of Attorney/Originator				10. Telephone Number		11. Date			
				12. Signature					
<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>									
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title		14. Date Filed		15. Expiration/Hearing Date			
<b>TO BE COMPLETED BY SHERIFF</b>									
16. Served and made known to <u>Kathleen D. Gallagher, Secretary</u> , on the <u>25<sup>th</sup></u> day of <u>October</u> , <u>20 00</u> , at <u>3:42</u> o'clock, <u>P</u> m., at <u>Same as above</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input checked="" type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____									
On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____									
Remarks:									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
\$ 75.00	9.00	18.00	20.00	3.50	21.00	15	3.00	75.00	
17. AFFIRMED and subscribed to before me this _____				So Answer,					
20. day of _____ 20____				18. Signature of Dep. Sheriff <u>Kathleen D. Gallagher</u>		19. Date <u>11/17/00</u>			
23. _____ Notary Public				21. Signature of Sheriff		22. Date			
My Commission Expires _____				<b>SHERIFF OF CENTRE COUNTY</b>					
				Amount Pd. _____ Page _____					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.								25. Date Received	

White - Prothonotary    Canary - Attorney

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) <u>CSB Bank</u>		2. Case Number <u>2000-2578</u>	
3. Defendant(s) <u>Shirley M. Clutter vs. David C. Mason</u>		4. Type of Writ or Complaint: <u>Writ of Execution</u>	
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>David C. Mason d/b/a Mason Law Office</u>			
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>409 North Front Street, Philipsburg, PA</u>			
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of <u>Centre</u> County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. <u>Sheriff of Centre County</u>			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
	12. Signature	

### SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
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### TO BE COMPLETED BY SHERIFF

16. Served and made known to Kathy Haggard, Secretary, on the 25<sup>th</sup> day of October, 2000, at 3:45 o'clock, P m., at Same as above, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) resides(s). Relationship is \_\_\_\_\_
- ☐ Adult in charge of Defendant's residence.
- ☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- ☒ Agent or person in charge of Defendant's office or usual place of business.
- ☐ \_\_\_\_\_ and officer of said Defendant company.
- ☐ Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

- ☐ Moved
- ☐ Unknown
- ☐ No Answer
- ☐ Vacant
- ☐ Other \_\_\_\_\_

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>18.00</u>	<u>20.00</u>	<u>3.50</u>	<u>21.00</u>	<u>.50</u>	<u>3.00</u>		<u>0</u>

17. AFFIRMED and subscribed to before me this _____		So Answer.	
20. day of _____ 20____		18. Signature of Dep. Sheriff <u>[Signature]</u>	19. Date <u>11/7/00</u>
23. _____ Notary Public		21. Signature of Sheriff	
My Commission Expires _____		22. Date	
24. ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.		SHERIFF OF CENTRE COUNTY	
		Amount Pd. _____ Page _____	
		25. Date Received _____	

Certified a true and correct copy

SHERIFF'S RETURN - NOT FOUND

F54716

CSB

VERSUS

JOHN DEERE INS

COMMON PLEAS NO.  
COUNTY COURT

TERM, 19

NO.

NOT FOUND as to JOHN DEERE INS, the above named  
defendant, within the County of Philadelphia, State of Pennsylvania, as of 10.25

See

So answers,

JOHN D. GREEN, SHERIFF

By:

John Talamo  
Deputy Sheriff

Rev. 12/87)

COPY



**CLEARFIELD COUNTY FAX**  
**(814) 765-6089**

Then we index  
it here and can  
serve it.

Sheriff's Office  
Dearfield County

SUITE 116  
SECOND STREET - COURTHOUSE  
FIELD, PENNSYLVANIA 16830

**DARLENE SHULTZ**  
**CHIEF DEPUTY**

**MARGARET PUTT**  
**OFFICE MANAGER**

MARILYN HAMM  
DEPT. CLERK

**PETER F. SMITH**  
**SOLICITOR**

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK, Plaintiff

**VS**

SHELIA M. CLUTTER, Defendant

VS

THE HARTFORD INSURANCE COMPANY  
d/b/a HARTFORD ACCIDENT AND INDEMNITY CO  
150 South Warren Road (Third Floor)  
King of Prussia, PA 19406

NO. 00-396-CD

**ACTION:** WRIT OF EXECUTION  
INTERROGATORIES TO GARNISHEE

**SERVE BY: ASAP**

**HEARING DATE:**

**SERVE:** THE HARTFORD INSURANCE  
d/b/a HARTFORD ACCIDENT AND INDEMNITY COMPANY

**ADDRESS:** 150 SOUTH WARREN ROAD (THIRD FLOOR)  
KING OF PRUSSIA, PA 19406

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of MONTGOMERY County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 16th day of OCTOBER. 2000.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:

MAKE REFUND PAY  
COPY

**William A. Shaw**  
Prothonotary

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

CSB BANK, Plaintiff

vs.

SHEILA M. CLUTTER, Defendant

vs.

Sheila M. Clutter, Administratrix of the  
Estate of Sasha M. Johnson, deceased and  
M&T Bank, successor in interest to Keystone  
Financial Bank which was successor in  
interest to Mid State Bank, Garnishees

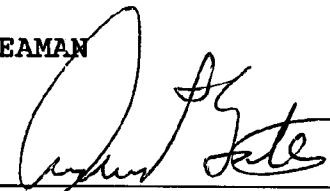
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PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Kindly mark the judgment entered against Defendant, Sheila  
M. Clutter, in the above captioned action as "satisfied".  
Likewise, please mark the Writ of Execution issued against  
Garnishees, M&T Bank and Sheila M. Clutter, Administratrix, as  
"withdrawn".

GATES & SEAMAN

  
\_\_\_\_\_  
Andrew P. Gates, Esquire  
Attorney for Plaintiff,  
CSB Bank

Date: November 5, 2001

COPY

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

CSB Bank

No.: 2000-00396-CD

Vs.

Debt: \$ 29,257.87

Sheila M. Clutter

Atty's Comm.:

Vs.

David C. Mason  
Mason Law Office  
Winifred Jones-Wenger Esq  
Hartford Insurance Company  
Hartford Accident and Indemnity Company  
John Deere Insurance Co.

Interest From:

Cost: \$7.00

NOW, Tuesday, November 06, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record as to Defendant Sheila M. Clutter and Writ of Execution issued against M&T Bank and Sheila M. Clutter, Administratrix as withdrawn.

Certified from the record this 6th day of November, A.D. 2001.

\_\_\_\_\_  
Prothonotary

FILED

NOV 06 2001  
019.101a1h  
William A. Shaw  
Prothonotary

Chas Rd  
\$7.00

Cent. Satis to

attg.

COBA