

00-1303-CD  
MANUFACTURERS AND TRADERS TRUST COMPANY etal -vs- POWER OPERATING  
CO., INC. etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

(13) MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T) .

Successor in interest by merger to

(15) KEYSTONE FINANCIAL BANK, N.A.,

(KEYSTONE) Formerly known as

(14) MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff

vs.

(14) POWER OPERATING CO., INC. a/k/a

POWER LAND CO. a/k/a POWER

LAND CO., INC. (14)

AND

(13) THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE (13)

Defendants

CIVIL DIVISION

NO. 60-1303-CD

COMPLAINT IN MORTGAGE  
FORECLOSURE

Filed on behalf of Keystone Financial  
Bank, N.A., Plaintiff

Filed by:

Alan R. Krier, Esquire

P.A. I.D. #06672

M. David Halpern

P.A. I.D.# 01570

Attorney for Plaintiff,

KEYSTONE FINANCIAL BANK, N.A.

Park View Center

Ten Sheraton Drive

P.O. Box 2024

Altoona, Pennsylvania 16603

(814) 943-1149

FILED

OCT 23 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS	:	
TRUST COMPANY (M&T) is the	:	
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	CIVIL DIVISION
(KEYSTONE) Formerly known as	:	
MID-STATE BANK AND TRUST	:	NO.
COMPANY,	:	
Plaintiff	:	
vs.	:	
	:	COMPLAINT IN MORTGAGE
POWER OPERATING CO., INC. a/k/a	:	FORECLOSURE
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	Filed on behalf of Keystone Financial
INTERNAL REVENUE SERVICE	:	Bank, N.A., Plaintiff
Defendants	:	

**NOTICE TO DEFEND**

**You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed against 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 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 HELP.**

David S. Melholick  
Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, Pennsylvania 16830

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: 

Alan R. Krier  
Attorney for Plaintiff  
Pa.ID# 01570

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS	:	
TRUST COMPANY (M&T) is the	:	
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	CIVIL DIVISION
(KEYSTONE)Formerly known as	:	
MID-STATE BANK AND TRUST	:	NO.
COMPANY,	:	
Plaintiff	:	
vs.	:	
	:	COMPLAINT IN MORTGAGE
POWER OPERATING CO., INC. a/k/a	:	FORECLOSURE
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	Filed on behalf of Keystone Financial
INTERNAL REVENUE SERVICE	:	Bank, N.A., Plaintiff
Defendants	:	

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, Manufacturers and Traders Trust Company (M&T) is the successor in interest by merger to Keystone Financial Bank, N.A. (Keystone), formerly known as Mid-State Bank and Trust Co. Plaintiff is a banking association organized and existing under the laws of the United States of America with regional offices located at 1130 12<sup>th</sup> Avenue, Altoona, Pennsylvania 16603.

2. Power Operating Co., Inc. a/k/a Power Land Co. a/k/a Power Land Co., Inc. (Power) is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with principal offices located at P.O. Box 25, Osceola Mills, Pennsylvania 16666. Its mailing address per Corporation Bureau records is Route 322 West Philipsburg,



Pennsylvania. Power Operating Co. Inc. is the survivor of a merger with Power Land Co. which took place on December 27, 1985.

3. The United States of America, Internal Revenue Service (IRS) c/o the Attorney General of the United States, 10<sup>th</sup> Street and Constitution Avenue N.W., Washington, D.C. 20530 and the U.S. Attorney for the Western District of Pennsylvania, 633 U.S. Post Office and Court House, 700 Grant Street, Pittsburgh, PA 15219, is a party to this action pursuant to 28 U.S.C. § 2410 by virtue of being a holder of a duly recorded Federal Tax Lien.

4. On or about July 6, 1998 the IRS filed a lien, subordinate to the mortgage hereinafter referred to, against the premises hereinafter described in the sum of \$286,723.49 by reason of Power's failure to pay 941 taxes for tax periods ending 9/30/97 and 12/31/97. Notice of lien was filed of record in the office of the Prothonotary of Clearfield County by the District Director, Pittsburgh office, 1000 Liberty Avenue, P.O. Box 2488, Pittsburgh, PA 15230.

5. On or about June 13, 1996 Power executed and delivered to Plaintiff's predecessor Keystone the "Open Ended Mortgage Assignment of Production and Security Agreement", a true and correct copy of which is attached as Exhibit A, securing the payment of the financial obligations of Power relating to credit then and in the future extended by Keystone (the "Power Obligations") covering the premises described therein. Said mortgage is recorded in the office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1767 at page 65.

6. Portions of the aforesaid Premises are further described in Exhibit B attached hereto which Exhibit represents the premises upon which foreclosure is instituted. As indicated by Exhibit B foreclosure is instituted by this complaint as to less than the entire premises covered by the mortgage.

7. The Power Obligations heretofore referred to, which the mortgage secures, are evidenced by the following:

- (i) a Revolving Credit Note dated June 13, 1996 in the original principal amount of \$5,000,000.00 executed by Power and delivered to Keystone Financial (the "\$5,000,000 Note");
- (ii) a Term Note dated June 13, 1996 in the original principal amount of \$5,893,750.00 executed by Power and delivered to Keystone Financial (the "\$5,893,750 Note"), as amended by (a) a First Amended Term Note dated August 1, 1996 in the principal amount of \$5,775,252.31 executed by Power and delivered to Keystone Financial; and (b) a Second Amended Term Note dated January 31, 1997 in the principal amount of \$5,775,252.31 executed by Power and delivered to Keystone Financial. (The \$5,893,750 Note, as amended, the "\$5,775,252.31 Note".)
- (iii) loans made pursuant to that certain Post-Petition Credit Agreement ("Post-Petition Credit Agreement") dated as of May, 1998 in the amount of \$1,231,159.91 as authorized by the United States Bankruptcy Court for the District of Delaware; A true and correct copy of the \$5,000,000 Note is attached hereto as Exhibit "C", a true and correct copy of the \$5,775,252.31 Note is attached hereto as Exhibit "D", and a true and correct copy of the Post Petition Credit Agreement is attached hereto as Exhibit "E", respectively, and made a part hereof. (The \$5,000,000 Note, the \$5,775,252.31 Note, and the Post-Petition Credit Agreement collectively, hereinafter, the "Power Obligations".)

8. Neither the mortgage nor the Power Obligations have been assigned and Plaintiff as successor to Keystone is the holder of the mortgage and the Power Obligations.

9. Defendant Power is in default for, inter alia, failure to make payments when due under the Power Obligations.

10. The amount due from the Defendant Power to Plaintiff pursuant to the terms of the mortgage and the Power Obligations is \$8,885,781.10 as of February 24, 2000, computed as follows:

Unpaid principal balance under the \$5,000,000 Note	\$ 708,963.92
Accrued but unpaid interest through 2/24/00	132,651.57
SUB-TOTAL:	\$ 841,615.49
Unpaid principal balance under the \$5,775,252.31 Note	\$5,488,645.82
Accrued but unpaid interest through 2/24/00	1,324,365.88
SUB-TOTAL:	\$6,813,011.70
Unpaid principal under the Post-Petition Credit Agreement	\$1,231,159.91
SUB-TOTAL:	\$1,231,159.91
GRAND TOTAL:	\$8,885,781.10

Together with additional interest from February 24, 2000 at the respective rates as set forth in the \$5,000,000 Note and the \$5,893,750 Note and plus interest as set forth in the Post-Petition Credit Agreement, additional late charges, attorneys' fees and costs of suit as provided in the Power Obligations.

11. On or about 5/27/98 Power filed a Petition in the Bankruptcy Court for the District of Delaware to No. 98-001137 pursuant to Chapter 11 of the Bankruptcy Act. Thereafter said bankruptcy proceeding was consolidated with the Petition filed by Powell U.S.A. Inc. a Delaware Corporation filed to No. 98-001136 also in the U.S. Bankruptcy Court for the District of Delaware. The jointly administered case was ultimately converted to a Chapter 7 case.

12. On July 22, 1998 the Bankruptcy Judge issued an Order in the jointly administered Chapter 11 case entitled "Final Order Authorizing Use of Cash Collateral and Secured Post Petition Financing on a Superpriority Basis under 11 U.S.C. § 363 and 364." As part of said Order Keystone was granted a superpriority position with regard to post petition advances under the post petition credit agreement and was, in paragraph 11 thereof, granted a self executing relief from stay in the event of default under the post petition credit agreement. A copy of said order is attached hereto as Exhibit F.

13. Defendant defaulted on its obligations under the Post Petition Credit Agreement thereby automatically granting to Plaintiff the right without further Order of Court to exercise its rights inter alia, under the Pre-Petition Credit documents including the instant mortgage.

14. On September 21, 2000 Plaintiff's predecessor Keystone issued and filed a Notice in accordance with paragraph 11 of the aforesaid Order of its intention to exercise its rights under the Pre-Petition Credit documents and the Order.

WHEREFORE, Plaintiff requests the Court to enter judgment of Mortgage foreclosure against the mortgaged property for the amount set forth above, together with interest thereon, all other amounts advanced by Plaintiff and an attorneys commission of 5%.

Respectfully submitted,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

BY: 

Alan R. Krier  
Pa. ID# 06672  
M. David Halpern  
P.A. I.D.# 01570  
Park View Center, P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

# OPEN-END MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

THIS OPEN-END MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT (this "Mortgage") is made as of the 13th day of June, 1996, by POWER OPERATING CO., INC., a Pennsylvania corporation with an address at P.O. Box 25, Osceola Mills, Pennsylvania 16666 (the "Mortgagor") in favor of MID-STATE BANK AND TRUST COMPANY, a Pennsylvania banking corporation with an address at 1130 Twelfth Avenue, Altoona, Pennsylvania 16601 (the "Mortgagee").

## W I T N E S S E T H :

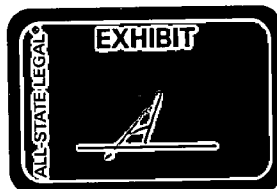
WHEREAS, the Mortgagor is the owner of the surface and subsurface estates described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, pursuant to an Amended and Restated Credit Agreement (the "Credit Agreement") of even date herewith, the Mortgagee has made a \$5,893,750 term loan and a \$5,000,000 revolving credit commitment to the Mortgagor (collectively, the "Loans"), which Loans are evidenced by notes from the Mortgagor to the Mortgagee (collectively, the "Notes");

NOW, THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively, the "Obligations");

(A) the Loans, the Notes and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Mortgagor to the Mortgagee of any kind or nature, present or future, whether or not evidenced by any note, guaranty or other instrument, whether arising under any agreement, instrument or document, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan or guarantee or in any other manner, whether arising out of overdrafts on deposit or other accounts or electronic funds transfers or out of the Mortgagee's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository transfer checks or other similar arrangements, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and any amendments, extensions, renewals or increases and all costs and expenses of the Mortgagee incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with any of the foregoing, including but not limited to reasonable attorneys' fees and expenses; and

(B) any sums advanced by the Mortgagee or which may otherwise become due pursuant to the provisions of the Notes or this Mortgage or pursuant to any other document or instrument at any time delivered to the Mortgagee to evidence or to secure any of the Obligations or which otherwise relate to any of the Obligations (as the same may be amended, supplemented or replaced from time to time, the "Loan Documents"),



the Mortgagor, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby give, grant, bargain, sell, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto the Mortgagee and does agree that the Mortgagee shall have a security interest in the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof and all reversions and remainders of such property now owned or held or hereafter acquired (the "Property"), to-wit:

(a) all of the Mortgagor's interests in the land described in Exhibit A including all surface and subsurface interests or estates therein, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances belonging or appertaining to the surface estate and all of the estate, right, title, interest, claim and demand whatsoever of the Mortgagor in the surface estate and in the public streets and ways adjacent to such estate, either in law or in equity (the "Land");

(b) the fee and leasehold coal and other like minerals, the fee and leasehold oil or gas and other like substances, all royalties and all other interests of the Mortgagor in the Land or in any of the foregoing;

(c) the coal and other like minerals and oil or gas and other like substances which are in, under, upon, produced or to be produced from, and processed or to be processed on, the Land;

(d) all sites and facilities which are now in existence or are being or hereafter will be constructed and equipped for the mining, extraction and/or processing of coal and other like minerals from the Land (the "Mine");

(e) all well sites and facilities which are now in existence or are being or hereafter will be constructed and equipped for the exploration, drilling, development or production of gas, oil or other like substances, including, but not limited to, transmission, storage and processing facilities (the "Well");

(f) all contracts now in existence or to be entered into by the Mortgagor for the sale, purchase, exchange or processing of coal and other like minerals or oil or gas and other like substances produced from the Land;

(g) all the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including, without limitation, all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and

plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the "Improvements");

(h) all surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature now or hereafter located on or under any of the Land which are useful for excavation and restoration in connection with the mining of coal or the production, processing, storage or transportation of coal and other minerals and/or the extraction and/or production of oil, gas and other like substances, and all tools, supplies, equipment and personal property of every name, kind, sort or character, whether now owned or hereafter to be purchased or acquired by the Mortgagor, for use in connection with the Mine, the Well and the Land (the "Operating Equipment");

(i) all rents, issues and profits arising or issuing from the Land and the Improvements (the "Rents") including, but not limited to, the Rents arising or issuing from all leases and subleases now or hereafter entered into (including coal and other like minerals, and oil, gas and other like substances and leases and subleases other than the foregoing) and covering all or any part of the Land and Improvements (the "Leases"), all of which Leases and Rents are hereby assigned to the Mortgagee by the Mortgagor. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Mortgagor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law. The Mortgagor will execute and deliver to the Mortgagee, on demand, such assignments and instruments as the Mortgagee may require to implement, confirm, maintain and continue the assignment hereunder;

(j) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(k) without limiting any of the other provisions of this Mortgage, the Mortgagor, as debtor, expressly grants unto the Mortgagee, as secured party, a security interest in all those portions of the Property which may be subject to the provisions of the Pennsylvania Uniform Commercial Code (the "Code"), and the Mortgagor will execute and deliver to the Mortgagee on demand such financing statements and other instruments as the Mortgagee may require in order to perfect and maintain such security interest under the Code on the aforesaid collateral.

To have and to hold the same unto the Mortgagee, its successors and assigns, forever.

Provided, however, that if the Mortgagor shall pay to the Mortgagee the Obligations and if the Mortgagor shall keep and perform each of its other covenants, conditions and agreements set forth herein and in the other Loan Documents, then, upon the termination of all obligations, duties and commitments of the Mortgagor under the Obligations and this

Mortgage, the estate hereby granted and conveyed shall become null and void except to the extent the lien created by this Mortgage is preserved under a Loan Document.

This Mortgage is an "Open-End Mortgage" as set forth in 42 Pa. C.S.A. § 8143 and secures obligations up to a maximum principal amount of indebtedness outstanding at any time equal to Twenty Million (\$20,000,000) Dollars, plus accrued and unpaid interest, including, but not limited to, advances for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Property or the lien of this Mortgage, expenses incurred by the Mortgagee by reason of default by the Mortgagor under this Mortgage and advances for construction, alteration or renovation on the Property or for any other purpose, together with all other sums due hereunder or secured hereby. All notices to be given to the Mortgagee pursuant to 42 Pa. C.S.A. § 8143 shall be given as set forth in Section 15 of this Mortgage.

1. Representations and Warranties. The Mortgagor represents and warrants to the Mortgagee that the Mortgagor has good and marketable title to an estate in fee simple absolute in the Land and Improvements and has all right, title and interest in all other property constituting a part of the Property, in each case free and clear of all liens and encumbrances, except as may otherwise be set forth on an Exhibit B hereto. This Mortgage is a valid and enforceable first lien on the Property, and the Mortgagee shall, subject to the Mortgagor's right of possession prior to an Event of Default, quietly enjoy and possess the Property. The Mortgagor shall preserve such title as it warrants herein and the validity and priority of the lien hereof and shall forever warrant and defend the same to the Mortgagee against the claims of all persons.

2. Affirmative Covenants. Until all of the Obligations shall have been fully paid, satisfied and discharged, the Mortgagor shall:

(a) Compliance with Credit Agreement. Comply with all of the representations and warranties and covenants contained in the Credit Agreement.

(b) Legal Requirements. Promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders and regulations and all covenants, restrictions and conditions which may be applicable to the Mortgagor or to any of the Property (the "Legal Requirements").

(c) Impositions. Before interest or penalties are due thereon and otherwise when due, the Mortgagor shall pay all taxes of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other charges and liens, whether of a like or different nature, imposed upon or assessed against the Mortgagor or any of the Property (the "Impositions"). Following a written request by the Mortgagee, the Mortgagor shall deliver to the Mortgagee evidence



acceptable to the Mortgagee of any Imposition. The Mortgagor's obligations to pay the Impositions shall survive the Mortgagee's taking title to the Property through foreclosure, deed-in-lieu or otherwise.

(d) Maintenance of Security. Use, and permit others to use, the Property only for its present use or such other uses as permitted by applicable law and approved in writing by the Mortgagee. The Mortgagor covenants and agrees not to take or permit any action with respect to the Property which will in any manner impair the security of this Mortgage.

3. Assignment of Production. As further security for the Obligations, the Mortgagor hereby transfers, assigns, warrants and conveys to the Mortgagee, effective upon the recording of this Mortgage, the coal and other like minerals and the oil, gas and other like substances which are thereafter produced from and which accrued to the Property and all other properties and interests of the Mortgagor and all proceeds from all of the foregoing (collectively, the "Assigned Proceeds"). The Mortgagee hereby grants to the Mortgagor a license to collect the Assigned Proceeds, which license may be revoked by the Mortgagee at any time following the occurrence of an Event of Default.

4. Leases. The Mortgagor shall not (i) execute an assignment or pledge of the Rents and/or the Leases other than in favor of the Mortgagee; (ii) accept any prepayment of an installment of any Rents prior to the due date of such installment; or (iii) enter into or amend any of the terms of any Lease without the Mortgagee's prior written consent.

5. Due on Sale Clause. The Mortgagor shall not sell, convey or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), or agree to do so, without the Mortgagee's prior written consent.

6. Installments for Impositions. The Mortgagor shall, if requested by the Mortgagee, pay to the Mortgagee monthly, an amount equal to one-twelfth (1/12) of the annual premiums for the annual Impositions and any other item which at any time may be or become a lien upon the Property (the "Escrow Charges"). The amounts so paid shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to the Mortgagee shall be deemed to be trust funds, nor shall any sums paid bear interest. The Mortgagee shall have no obligation to pay any Imposition if at any time the funds being held by the Mortgagee for such Imposition are insufficient to make such payments. Upon the occurrence of an Event of Default, the Mortgagee shall have the right, at its election, to apply any amount so held against the Obligations due and payable in such order as the Mortgagee may deem fit, and the Mortgagor hereby grants to the Mortgagee a lien upon and security interest in such amounts for such purpose.

7. Condemnation. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any

of the Property, shall notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor shall deliver to the Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by the Mortgagee, and any award or compensation shall be applied, at the Mortgagee's option, to any part of the Obligations and in any order (notwithstanding that any of such Obligations may not then be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Mortgagee may impose.

8. Inspection of Property. The Mortgagee shall have the right to enter upon the Property at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon, as well as the conduct of operations and activities on the Property. The Mortgagee may enter the Property (and cause the Mortgagee's employees, agents and consultants to enter the Property), upon prior written notice to the Mortgagor, to conduct any and all environmental testing deemed appropriate by the Mortgagee in its sole discretion. The environmental testing shall be accomplished by whatever means the Mortgagee may deem appropriate. The Mortgagor shall provide the Mortgagee (and the Mortgagee's employees, agents and consultants) reasonable rights of access to the Property as well as such information about the Property and the past or present conduct of operations and activities thereon as the Mortgagee shall reasonably request.

9. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) an Event of Default shall occur under the Credit Agreement and continue after the expiration of any applicable grace period;

(b) the failure of the Mortgagee to have a first priority mortgage lien on the Property;

(c) foreclosure proceedings are instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Mortgage; and

(d) the Mortgagor or any other obligor or guarantor of any of the Obligations, shall at any time deliver or cause to be delivered to the Mortgagee a notice pursuant to 42 Pa. C.S.A. § 8143 electing to limit the indebtedness secured by this Mortgage.

10. Rights and Remedies of Mortgagee. If an Event of Default occurs, the Mortgagee may, at its option and without demand, notice or delay, do one or more of the following:

(a) The Mortgagee may declare the entire unpaid principal balance of the Obligations, together with all interest thereon, to be due and payable immediately.

(b) The Mortgagee may (i) institute and maintain an action of mortgage foreclosure against the Property and the interests of the Mortgagor therein, (ii) institute and maintain an action on any instruments evidencing the Obligations or any portion thereof, and (iii) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and in each such action the Mortgagee shall be entitled to all costs of suit and attorneys fees.

(c) The Mortgagee may, in its sole and absolute discretion: (i) collect any or all of the Rents, including any Rents past due and unpaid, (ii) perform any obligation or exercise any right or remedy of the Mortgagor under any Lease, or (iii) enforce any obligation of any tenant of any of the Property. The Mortgagee may exercise any right under this subsection (c), whether or not the Mortgagee shall have entered into possession of any of the Property, and nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession", unless the Mortgagee shall have entered into and shall continue to be in actual possession of the Property. The Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Property to pay all Rents directly to the Mortgagee and to perform all other obligations of that tenant for the direct benefit of the Mortgagee, as if the Mortgagee were the landlord under the Lease with that tenant, immediately upon receipt of a demand by the Mortgagee to make such payment or perform such obligations. The Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents or performance of obligations to the Mortgagee, and any such payment or performance to the Mortgagee shall discharge the obligations of the tenant to make such payment or performance to the Mortgagor.

(d) The Mortgagee may (and the Mortgagor shall upon the request of the Mortgagee) notify all appropriate parties to pay the Assigned Proceeds to the Mortgagee. All parties producing, purchasing or receiving coal or other like minerals and oil, gas and other like substances, or having such, or any Production Proceeds, in their possession for which they or others are accountable to the Mortgagee by virtue of the provisions of this Mortgage, are authorized and directed to treat and regard the Mortgagee as the assignee and transferee of the Mortgagor and are entitled in the Mortgagor's place and stead to receive the foregoing and all Production Proceeds, and said parties and each of them shall be fully protected in so treating and regarding the Mortgagee and shall be under no obligation to see to the application by the Mortgagee of any such proceeds or payments received by it.

(e) The Mortgagee shall have the right, in connection with the exercise of its remedies hereunder, to the appointment of a receiver to take possession and control of the Property and/or to collect the Rents, without notice and without regard to the adequacy of the Property to secure the Obligations. A receiver while in possession of the Property

shall have the right to make repairs and to make improvements necessary or advisable in its or his opinion to preserve the Property, or to make and keep them rentable to the best advantage, and the Mortgagee may advance moneys to a receiver for such purposes. Any moneys so expended or advanced by the Mortgagee or by a receiver shall be added to and become a part of the Obligations secured by this Mortgage.

11. Application of Proceeds. The Mortgagee shall apply the proceeds of any foreclosure sale of, or other disposition or realization upon, or Rents or profits from, the Property to satisfy the Obligations in such order of application as the Mortgagee shall determine in its exclusive discretion.

12. Confession of Judgment in Ejectment. AT ANY TIME AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, WITHOUT FURTHER NOTICE, REGARDLESS OF WHETHER THE MORTGAGEE HAS ASSERTED ANY OTHER RIGHT OR EXERCISED ANY OTHER REMEDY UNDER THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS, IT SHALL BE LAWFUL FOR ANY ATTORNEY OF ANY COURT OF RECORD AS ATTORNEY FOR THE MORTGAGOR TO CONFESS JUDGMENT IN EJECTMENT AGAINST THE MORTGAGOR AND ALL PERSONS CLAIMING UNDER THE MORTGAGOR FOR THE RECOVERY BY THE MORTGAGEE OF POSSESSION OF ALL OR ANY PART OF THE PROPERTY, FOR WHICH THIS MORTGAGE SHALL BE SUFFICIENT WARRANT. IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE COMMENCED THE SAME SHALL BE DISCONTINUED AND THE POSSESSION OF THE PROPERTY SHALL REMAIN IN OR BE RESTORED TO THE MORTGAGOR, THE MORTGAGEE SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS TO BRING ONE OR MORE AMICABLE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF ALL OR ANY PART OF THE PROPERTY.

13. Mortgagee's Right to Protect Security. The Mortgagee is hereby authorized to do any one or more of the following, irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee hereunder; (b) purchase such insurance policies covering the Property as it may elect if the Mortgagor fails to maintain the insurance coverage required hereunder; and (c) take such action as the Mortgagee may determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default and to protect its security in the Property.

14. Appointment of Mortgagee as Attorney-in-Fact. The Mortgagee, or any officer of the Mortgagee, is hereby irrevocably appointed attorney-in-fact for the Mortgagor (without requiring any of them to act as such), such appointment being coupled with an interest, to do any or all of the following: (a) collect the Rents after the occurrence of an Event of Default; (b) settle for, collect and receive any awards payable under Section 8

hereof from the authorities making the same; and (c) execute, deliver and file such financing statements and other instruments as the Mortgagee may require in order to perfect and maintain its security interest under the Uniform Commercial Code on any portion of the Property.

15. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to the Mortgagor or the Mortgagee, or if sent by facsimile transmission with confirmation of delivery, or by nationally recognized overnight courier service, to the address set forth above or to such other address as the Mortgagor or the Mortgagee may give to the other in writing for such purpose.

16. Preservation of Rights. No delay or omission on the part of the Mortgagee to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power or any acquiescence therein, nor will the action or inaction of the Mortgagee impair any right or power arising hereunder. The Mortgagee's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Mortgagee may have under other agreements, at law or in equity. The Mortgagee may exercise any one or more of its rights and remedies without regard to the adequacy of its security.

17. Illegality. In case any one or more of the provisions contained in this Mortgage should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Changes in Writing. No modification, amendment or waiver of any provision of this Mortgage nor consent to any departure by the Mortgagor therefrom, will in any event be effective unless the same is in writing and signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor in any case will entitle the Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

19. Entire Agreement. This Mortgage (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Mortgagor and the Mortgagee with respect to the subject matter hereof.

20. Survival; Successors and Assigns. This Mortgage will be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective successors and assigns; provided, however, that the Mortgagor may not assign this Mortgage in whole or

in part without the prior written consent of the Mortgagee and the Mortgagee at any time may assign this Mortgage in whole or in part.

IN WITNESS WHEREOF, this Mortgage has been duly executed as of the date first written above.

MID-STATE BANK AND TRUST  
COMPANY

By: James G. Pollock  
James G. Pollock  
Vice President

ATTEST:

POWER OPERATING CO., INC.

By: Judi Matia  
Judi Matia  
Secretary

By: Paul Wild  
Paul Wild  
President

Certificate of Residence

The undersigned certifies that the residence of the Mortgagee is Mid-State Bank and Trust Company, 1130 Twelfth Avenue, Altoona, Pennsylvania 16601

James G. Pollock  
On behalf of the Mortgagee

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ~~DAUPHIN~~ *Center* ) ss.:

On this, the 13th day of July, 1996, before me, a notary public, the undersigned officer, personally appeared Paul Wild, who acknowledged himself to be the President of Power Operating Co., Inc., a Pennsylvania corporation, and that he, as such officer, being authorized to do so, executed the foregoing Open-End Mortgage, Assignment of Production and Security Agreement for the purposes therein contained by signing the name of such corporation by himself as such officer.

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

(NOTARIAL SEAL)

My Commission Expires:

*Anna M. Ricotta*  
Notary Public

Notarial Seal  
Anna M. Ricotta, Notary Public  
Philipsburg Boro, Centre County  
My Commission Expires Nov. 16, 1998  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ~~DAUPHIN~~ *Center* ) ss.:

On this, the 13th day of June 1996, before me, a notary public, the undersigned officer, personally appeared James G. Pollock, who acknowledged himself to be a Vice President of Mid-State Bank and Trust Company, a Pennsylvania banking corporation, and that he, as such officer, being authorized to do so, executed the foregoing Open-End Mortgage, Assignment of Production and Security Agreement for the purposes therein contained by signing the name of such corporation by himself as such officer.

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

(NOTARIAL SEAL)

My Commission Expires:

*Anna M. Ricotta*  
Notary Public

Notarial Seal  
Anna M. Ricotta, Notary Public  
Philipsburg Boro, Centre County  
My Commission Expires Nov. 16, 1998  
Member, Pennsylvania Association of Notaries

S:\WP\SHARE\MIDSTATE\POWER\MOR

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ALL THOSE CERTAIN lots and pieces of ground.

SITUATE in the Counties of Centre and Clearfield, Commonwealth of Pennsylvania and more fully described in the below listed Deeds of Record.

BEING the same premises which Power Contracting Co., Inc. also known or referred to as Power Contracting Company and Power Contracting Company, Inc., a Pennsylvania Corporation, Successor in interest to the Kitting Coal Company, also known or referred to as Kitting Coal Company and The Philipsburg Coal and Land Company, also known or referred to as The Philipsburg Land and Coal Company, which Corporation merged into and with Power Contracting Co., Inc. by Deed dated 4/18/1978 and recorded 4/18/1978 in the County of Centre in Deed Book 376 Page 790 conveyed unto Power Land Co., Inc., a Pennsylvania Corporation, in fee.

EXCEPTING thereout and therefrom the following outsales:

OUTSALES IN CENTRE COUNTY:

Larry W. Kanour, July 8, 1981, recorded in Deed Book Volume 403, Page 930, 3.91 acres.

Colleen L. Clark, et al., August 28, 1981, recorded in Deed Book Volume 404, Page 644, 2.55 acres.

George Tocimak, December 28, 1981, recorded in Deed Book Volume 406, Page 451, Rush Township.

Francis H. Hollis, February 17, 1982, recorded in Deed Book Volume 407, Page 296, 1.55 acres.

The Christian and Missionary Alliance Church, February 16, 1982, recorded in Deed Book Volume 407, Page 840, 5 acres.

Andrew Verast, August 6, 1984, recorded in Deed Book Volume 426, Page 740, 14.538 acres of Robert Gray Warrant.



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James Weitosh, October 5, 1984, recorded in Deed Book Volume 427, Page 50, 0.69 acres of Ferguson McElwain Warrant.

Donald Habler, October 23, 1984, recorded in Deed Book Volume 427, Page 457, 2 acres of Ferguson McElwain Warrant.

Joel L. Watson, September 28, 1984, recorded in Deed Book Volume 427, Page 469, 31,200 square feet of Christian Elher Warrant.

Shane Slother, September 28, 1984, recorded in Deed Book Volume 427, Page 892, 33,500 square feet of the Christian Elher Warrant.

R. T. Merrymon Trucking, February 28, 1985, recorded in Deed Book Volume 429, Page 828, Lot 30, Robert Gray Warrant.

R. T. Merrymon Trucking, February 28, 1985, recorded in Deed Book Volume 429, Page 832, Lot 33, Robert Gray Warrant.

E. Ronald Lobb, March 11, 1985, recorded in Deed Book Volume 429, Page 1118, 15.05 acres, Allison N. Stroust.

Thomas Mack, April 16, 1985 recorded in Deed Book Volume 430, Page 1005, Lot 5, Stony Point, Christian Elher Warrant.

Theodore Klobe, May 3, 1985, recorded in Deed Book Volume 431, Page 448, 8.739 acres of William Potter Tract.

Walter Podliski, June 14, 1985, recorded in Deed Book Volume 10.2919 acres of Fred Dorish Warrant.

Robert Snyder, August 30, 1985, recorded in Deed Book Volume 435, Page 304, Lot 1, Stony Point, Christian Elher Warrant.

Larry Knaur, August 8, 1985, recorded in Deed Book Volume 435, Page 969, 4.97 acres in Ferguson McElwain Warrant.

Herman's Properties, May 24, 1985, recorded in Deed Book Volume 435, Page 973, 2.795 acres, James Morrison Tract.

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Brenda Bailey, August 8, 1985, recorded in Deed Book Volume 435, Page 977, 1.57 acres, Christian Elher Warrant.

E. Ronald Lobb, June 23, 1986, recorded in Deed Book Volume 443, Page 427, parcel in Rush Township.

Maynard H. Gray, June 9, 1986, recorded in Deed Book Volume 443, Page 512, parcel in Rush Township.

Deed to David W. Stevens dated July 3, 1986, conveying 2.749 acres in Rush Township recited as being part of the Jacob Stoust Warrant recorded in Centre County Deed Book Volume 444, Page 647.

Deed to David A. Stevens dated July 3, 1986, conveying 4.416 acres in Rush Township recited as being part of the Jacob Stoust Warrant recorded in Centre County Deed Book Volume 444, Page 651.

Deed to Maynard H. Gray dated August 21, 1986, conveying 2.448 acres in Rush Township recited as being part of the Ferguson McElwain Warrant recorded in Centre County Deed Book Volume 445, Page 971.

Deed to Terrance C. Chrobak dated August 18, 1986, conveying 7.329 acres in Rush Township recited as being part of the Christian Elher Warrant recorded in Centre County Deed Book Volume 446, Page 179.

Deed to James H. Johnston dated August 18, 1986, conveying 1.913 acres in Rush Township recited as being part of the Christian Elher Warrant recorded in Centre County Deed Book Volume 446, Page 186.

Deed to Barry W. Shimel dated May 30, 1986, conveying 10.918 acres in Rush Township recited as being part of the Jacob Stoust Warrant recorded in Centre County Deed Book Volume 446, Page 544.

Deed to Harold L. Morgan dated July 14, 1986, conveying 0.96 acres in Rush Township recited as being part of the Christian Elher Warrant recorded in Centre County Deed Book Volume 446, page 637.

Deed to Richard H. Nevins dated September 17, 1986, conveying Lot No. 4 in Stony Point Subdivision, 40,900 square feet, in Rush Township recited as being part of the Christian Elher Warrant recorded in Centre County Deed Book Volume 447, Page 45.

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Deed to Derek Reed dated October 7, 1986, conveying Lot No. 2 in Stony Point Subdivision, 43,400 square feet, in Rush Township recited as being part of the Christian Elher Warrant recorded in Centre County Deed Book Volume 447, Page 689.

Deed to Nancy Rudeen dated October 2, 1986, conveying property in Rush Township recited as being a conveyance in settlement of Quiet Title Action filed to Number 86-1511 in Centre County, Pennsylvania, recorded in Centre County Deed Book Volume 448, Page 650. NO EXCEPTIONS OR RESERVATIONS UNTO THE GRANTOR ARE CONTAINED IN THIS DEED.

Deed to John M. Lego dated December 22, 1986, conveying 2.04 acres in Rush Township recited as being part of the Frederick Dorsch Warrant recorded in Centre County Deed Book Volume 450, Page 942.

Deed to Earl R. Smith dated December 22, 1986, conveying 4.57 acres in Rush Township recited as being part of the Ferguson McElwain Warrant recorded in Centre County Deed Book Volume 451, Page 100.

Deed to Frederick W. Ballosh dated July 23, 1986, conveying .3 acres in Rush Township recited as being part of the Andrew Allison Warrant recorded in Centre County Deed Book Volume 453, Page 736.

Deed to W. D. Krause and Son, Inc., dated May 4, 1987, conveying 10 acres in Rush Township recited as being part of the James Morrison Warrant recorded in Centre County Deed Book Volume 454, Page 340.

Deed to Lorna E. Keith dated September 8, 1987, and recorded in Deed Book Volume 460, Page 620, for 0.6 acre.

Deed to Eleanor B. Dancho dated December 11, 1987, and recorded in Deed Book Volume 461, Page 309, for 0.19 acre.

Deed to Sheldon L. Sharpless dated March 1, 1988, and recorded in Deed Book Volume 462, Page 91, for 8.75 acres.

Deed to William H. Doran dated December 11, 1987, and recorded in Deed Book Volume 464, Page 991, for 0.146 acre.

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Deed to John F. Mekis, et al., dated March 1, 1988, and recorded in Deed Book Volume 464, Page 995, for 7.13 acre.

Deed to William H. Doran dated December 11, 1987, and recorded in Deed Book Volume 464, Page 999, for 0.358 acre.

Deed to Martha M. Cowher dated March 1, 1988, and recorded in Deed Book Volume 464, Page 1093, for 1 acre.

Deed to John F. Murphy dated September 15, 1988, and recorded in Deed Book Volume 468, Page 493, for 1.55 acres.

Deed to John T. Schultz dated September 30, 1988, and recorded in Deed Book Volume 469, Page 389, for 0.16 acre.

Deed to A. Paul Reese dated October 14, 1988, and recorded in Deed Book Volume 469, Page 377, for 19.372 acres.

Deed to John T. Shultz dated September 30, 1988, and recorded in Deed Book Volume 467, Page 385, for 0.38 acre.

Deed to Commonwealth of Pennsylvania, Department of Transportation, dated November 4, 1988, and recorded in Deed Book Volume 471, Page 52, for 9,695 square feet.

Deed to Sandy Ridge Sportsmen's, Inc., dated May 1, 1989, and recorded in Deed Book Volume 504, Page 1133, for 33.57 acres.

Deed to Larry W. Kanour dated May 1, 1989, and recorded in Deed Book Volume 504, Page 806, for 5.86 acres.

Deed to Ronald Thomas dated December 31, 1989, and recorded in Deed Book Volume 514, Page 926, for 2.875 acres.

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Deed to Krown Equipment Sales & Services Inc. dated 3/31/95 recorded in Record Book 802 page 958.

Deed to Krown Equipment Sales & Service, Inc. dated 3/31/95 and recorded in Record Book 802 page 962.

Deed to Krown Equipment dated 8/4/94 and recorded in Record Book 772 page 863.

Deed to Michael Powers dated 8/4/94 and recorded in Record Book 772 page 858.

Deeds to Grace Stratton recorded 3/1/93 in Record Book 682 page 1001.

Deed to Paul Wild recorded 6/9/92 in Record Book 634 page 730.

Deeds to Joseph Serafini dated 3/27/92 and recorded 8/1/93 in Record Book 711 pages 1121 and 1125.

Deed to Edward Longo recorded 10/20/93 in Record Book 724 page 905.

Deed to Vincent J. Renda recorded 6/14/95 in Record Book 813 page 1095.

Deed to Austin Powder Co. recorded 8/14/95 in Record Book 823 page 1166.

BEING the same premises which James H. Johnston by Deed dated 7/17/1986 and recorded 7/24/1986 in the County of Centre in Deed Book 444 Page 545 conveyed unto Power Operating Co., Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which Harold L. Morgan and Patricia Morgan, his wife by Deed dated 7/16/1986 and recorded 7/24/1986 in the County of Centre in Deed Book 444 Page 541 conveyed unto Power Operating Co., Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which The Supervisors of Rush, Centre County, Pennsylvania by Deed dated 7/18/1985 and recorded 8/8/1985 in the County of Centre in Deed Book 434 Page 58 conveyed unto Power Land Company, Inc., a Pennsylvania Corporation, in fee.

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BEING the same premises which Kovalchick Salvage Company by Deed dated 6/3/1986 and recorded 7/15/1986 in the County of Centre in Deed Book 191 Page 387 conveyed unto Power Operating Company, Inc., in fee.

BEING the same premises which George Tocimak and Irene Tocimak, his wife by Deed dated 12/11/1981 and recorded 1/20/1982 in the County of Centre in Deed Book 406 Page 843 conveyed unto Power Land Company, Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which Charles R. Heagy and Carolyn Jean Heagy, his wife by Deed dated 5/1/1993 and recorded 5/7/1993 in the County of Centre in Deed Book 693 Page 197 conveyed unto Power Operating Company, Inc., in fee.

BEING the same premises which Power Contracting Co., Inc. also known or referred to as Power Contracting Company and Power Contracting Company, Inc., a Pennsylvania Corporation, Successor in interest to the Kitting Coal Company, also known or referred to as Kitting Coal Company and The Philipsburg Coal and Land Company, also known or referred to as The Philipsburg Land and Coal Company which Corporation merged into and with Power Contracting Co., Inc. by Deed dated 4/18/1978 and recorded 4/19/1978 in the County of Clearfield in Deed Book 758 Page 255 conveyed unto Power Land Co., Inc., a Pennsylvania Corporation, in fee.

EXCEPTING thereout and therefrom the following outsales:

OUTSALES IN CLEARFIELD COUNTY:

Frank Petriski, Sr., July 27, 1984, recorded in Deed Book Volume 962, Page 585, Morris Township, John Reed Warrant.

Gregory A. Dixon, July 27, 1984, recorded in Deed Book Volume 962, Page 590, parcel in Morris Township.

Edward Long, July 27, 1984, recorded in Deed Book Volume 963, Page 163, 10.34 acres, Morris Township, William Evans Warrant.

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John R. Mower, July 27, 1984, recorded in Deed Book Volume 963, Page 299, 8.71 acres, William Evans Warrant, 6.25 acres, John Reed Warrant.

William J. Williams, August 20, 1984, recorded in Deed Book Volume 979, Page 222, 43.3 acres, Sarah McMurtrie Warrant.

Robert Mitchell Oil Company, Inc., February 28, 1985, recorded in Deed Book Volume 999, Page 306, 0.24 acres, William Freeman Warrant.

Harpster Chevrolet, Inc., March 8, 1985, recorded in Deed Book Volume 1001, Page 52, 0.23 acres, March Freeman Warrant.

Leonard Tokarcik, April 15, 1985, recorded in Deed Book Volume 1006, Page 495, Lots 79, 80, 81, and 82, Whiteside, Gulich Township.

Terry A. Petrosky, March 25, 1983, recorded in Deed Book Volume 1008, Page 252, 11.55 acres, Richard Thomas Warrant.

Michael J. Supko, March 25, 1985, recorded in Deed Book Volume 1009, Page 552, 7.714 acres, Harrison Warrants, Decatur Township.

Frank J. Latasky, June 24, 1985, recorded in Deed Book Volume 1019, Page 71, Daniel Offley Warrant, Gulich Township.

Richard Oliver, June 27, 1985, recorded in Deed Book Volume 1022, Page 19, 50 acres and 2.3 acres of the Offley and Meek Warrants.

Andrew Casamere, August 19, 1985, recorded in Deed Book Volume 1034, Page 45, 20.3 acres of the Robert Gray Warrant, Morris Township.

Michael C. Acey, September 4, 1985, recorded in Deed Book Volume 1037, Page 229, 3.4 acres, Matthew Young Warrant, Gulich Township.

Deed Book Volume 858, Page 425.

Deed Book Volume 909, Page 552.

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Deed Book Volume 914, Page 76, containing 2.6 acres.

9.43 acres in Decatur Township, as more fully described in Mortgage Book Volume 386, Page 108. Also two parcels in Morris Township as more fully described in Mortgage Book Volume 378, Page 267, and Mortgage Book Volume 374, Page 103.

Deed to Andrew R. Witkosky dated July 27, 1984, conveying .60 acres in Woodward Township recited as being part of the Joseph Ashbridge Warrant recorded in Clearfield County Deed Book Volume 1096, Page 584.

Deed to Rodney R. Krause, et ux., dated June 23, 1986, conveying 11.347 acres in Decatur Township recited as being part of the John Harrison and Elizabeth Harrison Warrant recorded in Clearfield County Deed Book Volume 1115, Page 70.

Deed to Leonard M. Witters, et ux., dated June 23, 1986, conveying Lots 27 and 28 in Osceola Mills recorded in Clearfield County Deed Book Volume 1090, Page 578.

Deed to Michael J. Supko dated June 23, 1986, conveying 1.05 acres in Decatur Township recited as being part of the John Harrison and Elizabeth Harrison Warrant recorded in Clearfield County Deed Book Volume 1099, Page 368.

Deed to Frank J. Latosky dated August 18, 1986, conveying 5.6 acres in Woodward Township recited as being part of the Timothy Paxon and Joseph Ashbridge Warrants recorded in Clearfield County Deed Book Volume 1102, Page 601.

Deed to David W. Twoey, et ux., dated August 18, 1986, conveying .4 acre in Woodward Township recited as being part of the Thomas Edmundson Tract recorded in Clearfield County Deed Book Volume 1104, Page 65.

Deed to James M. Stott Coal Company dated July 8, 1986, conveying 4.9 acres in Decatur Township recited as being part of John Slogson Number 7 Warrant recorded in Clearfield County Deed Book Volume 1112, Page 417.



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Deed to Lutz Timber Company, Inc., dated October 31, 1986, conveying 5 acres in Gulich Township recited as being part of the Daniel Offley Warrant recorded in Clearfield County Deed Book Volume 1119, Page 67.

Deed to Frank J. Latosky dated December 22, 1986, conveying 1 acre in Gulich Township recited as being part of the Christopher Hagor Warrant recorded in Clearfield County Deed Book Volume 1131, Page 382.

Deed to Robert F. Valli dated December 22, 1986, conveying 28.9 acres in Decatur and Morris Townships recited as being part of the Robert Gray and William Evans Warrants recorded in Clearfield County Deed Book Volume 1134, Page 244.

Deed to Jerry Demchak dated June 23, 1986, conveying 5.5 acres in Woodward Township recited as being part of the Joseph Ashbridge Warrant recorded in Clearfield County Deed Book Volume 1144, Page 196.

Deed to Jerry Demchak, et ux., dated June 23, 1986, conveying .7 acre in Woodward Township recited as being part of the Joseph Ashbridge Warrant recorded in Clearfield County Deed Book Volume 1144, Page 202.

Deed to Kearney Randolph, et ux., dated June 23, 1986, conveying .7 acre in Woodward Township recited as being part of the Joseph Ashbridge Warrant recorded in Clearfield County Deed Book Volume 1153, Page 309.

Deed to Robert F. Valli dated March 19, 1987, conveying 7.67 acres and 0.208 acre in Decatur Township recited as being part of the Robert Gray Warrant recorded in Clearfield County Deed Book Volume 1156, Page 173.

Deed to Cletus G. Sefchick dated May 26, 1987, conveying Lots 109, 110, 111, and a 160 foot right of way in Woodward and Gulich Townships recited as being part of the Joseph Ashbridge Warrant recorded in Clearfield County Deed Book Volume 1162, Page 366.

Deed to John Murawski, et ux., dated September 8, 1985, conveying a parcel of land in Gulich Township recited as being part of the Timothy Paxon Tract recorded in Clearfield County Deed Book Volume 1185, Page 520.

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Deed to Patrick M. Bowman, et ux., dated May 26, 1987, conveying .4 acre in Gulich Township recorded in Clearfield County Deed Book Volume 1163, Page 3.

Deed to Theodore R. Dzielski dated May 26, 1987, conveying a tract of land in Woodward Township recited as being part of the Joseph Ashbridge Warrant recorded in Clearfield County Deed Book Volume 1163, Page 453.

Deed to Theodore R. Ozielski dated May 26, 1987, conveying .27 acre in Woodward Township recited as being part of the Joseph Ashbridge Warrant recorded in Clearfield County Deed Book Volume 1163, Page 459.

Deed to Lutz Lumber Company dated September 23, 1987, conveying 3.337 acres and 0.853 acre in Gulich Township recited as being part of the Daniel Offley Warrant recorded in Clearfield County Deed Book Volume 1183, Page 364.

Deed to Ambros Murawski, et ux., dated September 8, 1987, conveying a tract situate in Woodward Township recited as being part of the Timothy Paxon Warrant recorded in Clearfield County Deed Book Volume 1185, Page 514.

Deed to Cletus G. Sefchick dated September 8, 1987, conveying a tract in Gulich Township recited as being part of the Timothy Paxon Warrant recorded in Clearfield County Deed Book Volume 1185, Page 526.

Deed to Clifford L. Speerstra, et ux., dated September 8, 1987, conveying 0.5 acre in Gulich Township recited as being part of the Matthias Young Warrant recorded in Clearfield County Deed Book Volume 1192, Page 252.

Deed to Joseph A. Arnensh, et ux., dated October 29, 1987, conveying a tract in Gulich Township recited as being part of the Timothy Paxon Tract recorded in Clearfield County Deed Book Volume 1193, Page 432.

Deed to St. Mary's Orthodox Church dated December 11, 1987, and recorded in Record Book Volume 1201, Page 180, for 5 acres, Decatur Township.

Deed to Frank Latosky dated December 11, 1987, and recorded in Record Book Volume 1201, Page 351, for 100 acres, Gulich Township, and 70 acres.

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Deed to Rodney Krause dated January 29, 1988, and recorded in Record Book Volume 1210, Page 310, for 2.9 acres, Decatur Township.

Deed to Genevieve Weiss dated December 31, 1987, and recorded in Record Book Volume 1227, Page 351, for 0.45 acre, Woodward Township.

Deed to Alvin Gmerek dated September 30, 1988, and recorded in Record Book Volume 1250, Page 19, for 1 acre, Woodward Township.

Deed to Alvin Gmerek dated September 30, 1988, and recorded in Record Book Volume 1250, page 25, for 0.26 acre, Woodward Township.

Deed to Jacob George Ford Sales dated May 1, 1989, and recorded in Record Book Volume 1282, Page 35, for 15.38 acres, Woodward Township.

Deed to Glenn Walstrom dated May 1, 1989, and recorded in Record Book Volume 1285, Page 271, for 3 acres, Woodward Township.

Deed to Larry Durall dated May 1, 1989, and recorded in Record Book Volume 1294, Page 181, for 0.72 acre, Gulich Township.

Deed to Andrew Witkosky dated December 22, 1986, and recorded in Record Book Volume 1304, Page 561, for 0.6 acre and 0.4 acre, Woodward Township.

Deed to Robert S. Williams dated 12/23/93 recorded in Record Book 1584 page 21.

Deed to Houtzdale Municipal Authority dated 8/12/93 recorded in Record Book 1587 page 542.  
(1 acres out of 758/255.)

Deed to Philipsburg-Osceola Area School District dated 6/26/94, 19,200 sq. ft. Osceola Boro/3,046.40 sq. ft. Osceola - 1622/77.

Deed to Glyn D. Powell dated 7/29/94 recorded in Deed Book <sup>1672</sup>1672 page 303.

Deed to Zazworsky Green House Inc. dated 10/4/94 recorded in Deed Book 1637 page 242.

Deed to Paul Bezilla dated 12/5/94 recorded in Deed Book 1649 page 600.

Deed to Township of Gulick dated 5/31/94 recorded in Deed Book 1669 page 185.

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Deed to Robert F. Valli dated 8/31/95 recorded in Deed Book 1701 page 69.

BEING the same premises which David N. Bloom and Janet I. Bloom, his wife by Deed dated 12/6/1978 and recorded 2/8/1979 in the County of Clearfield in Deed Book 776 Page 249 conveyed unto Power Land Company, Inc., in fee.

AND also by Order of Court dated 5/14/1979 and entered in #79-739-CD, Action to Quiet Title Power Land Co., Inc., Plaintiff -vs- William Bannell, his heirs and assigns and Sergio Gerardi, his heirs and assigns, the Plaintiffs were declared sole owner of the premises in question, and a full copy of said was recorded 6/15/1979 in Deed Book 782 Page 369.

BEING the same premises which John Anthony Orickasky and Helen Ann Orickasky by Deed dated 7/31/1982 and recorded 8/5/1982 in the County of Clearfield in Deed Book 846 Page 283 conveyed unto Power Land Company, Inc., in fee.

BEING the same premises which Penn Central Properties, Inc., a Pennsylvania Corporation and The Penn Central Corporation, a Pennsylvania Corporation by Deed dated 2/22/1984 and recorded 3/2/1984 in the County of Clearfield in Deed Book 937 Page 326 conveyed unto Power Land Company, Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which John Paul Harris and Rosa Lea Harris, his wife by Deed dated 11/20/1984 and recorded 11/21/1984 in the County of Clearfield in Deed Book 983 Page 1 conveyed unto Power Land Company, Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which Kovalchick Salvage Co. by Deed dated 6/3/1986 and recorded 10/7/1986 in the County of Clearfield in Deed Book 1113 Page 375 conveyed unto Power Operating Company, Inc., in fee.

BEING the same premises which Elliol Coal Mining Company, Inc., a Pennsylvania Corporation by Deed dated 10/1/1986 and recorded 10/7/1986 in the County of Clearfield in Deed Book 1113 Page 389 conveyed unto Power Operating Co., Inc., a Pennsylvania Corporation, in fee.

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NUMBER:

W1693

BEING the same premises which Elliol Coal Mining Company, Inc., a Pennsylvania Corporation by Deed dated 10/1/1986 and recorded 10/7/1986 in the County of Clearfield in Deed Book 1113 Page 392 conveyed unto Power Operating Co., Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which Elliol Coal Mining Company, Inc., a Pennsylvania Corporation by Deed dated 10/1/1986 and recorded 10/7/1986 County of Clearfield in Deed Book 1113 Page 396 conveyed unto Power Operating Co., Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which Elliol Coal Mining Company, Inc., a Pennsylvania Corporation by Deed dated 10/1/1986 and recorded 10/7/1986 in the County of Clearfield in Deed Book 1113 page 399 conveyed unto Power Operating Co., Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which Elliol Coal Mining Company, Inc., a Pennsylvania Corporation by Deed dated 10/1/1986 and recorded 10/7/1986 in the County of Clearfield in Deed Book 1113 Page 404 conveyed unto Power Operating Co., Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which Elliol Mining Company, Inc., a Pennsylvania Corporation by Deed dated 10/1/1986 and recorded 10/7/1986 in the County of Clearfield in Deed Book 1113 Page 408 conveyed unto Power Operating Co., Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which William M. Finch and George E. Finch by Deed dated 10/4/1989 and recorded 10/12/1989 in the County of Clearfield in Deed Book 1308 Page 110 conveyed unto Power Incorporated, in fee.

BEING the same premises which Victoria Yebernetsky, widow by Deed dated 12/1/1994 and recorded 12/2/1994 in the County of Clearfield in Deed Book 1647 Page 264 conveyed unto Power Operating Co., Inc., a Pennsylvania Corporation, in fee.

BEING the same premises which Paul L. Bezilla and Lenora A. Bezilla, his wife by Quit Claim Deed dated 1/13/1995 and recorded 1/20/1995 in the County of Clearfield in Deed Book 1656 Page 52 conveyed unto Power Land Co., Inc., a Pennsylvania Corporation, in fee.

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 11:44 AM 6-20-96  
BY Real Estate Closing  
FEES 55.50  
Karen L. Starck, Recorder

Entered of *June 20 1996* *11:44A* *Karen L. Starck*

# Power Land Company

## Properties to be Sold at Auction

Township	Control No.	Map #	Assessed Acres	Assessed Valuation	Delinquent Taxes and Costs *
Woodward	1300-42791	N14-000-00040	8.00	\$75	\$81
Woodward	1300-42790	M15-000-00077	15.01	\$200	\$107
Gulich	1180-38384	L16-000-00172	419.92	\$31,500	\$6,570
Gulich	1180-38385	L16-000-00181	73.84	\$6,075	\$1,567
Gulich	1180-38383	L16-000-00136	75.02	\$6,200	\$1,345
Gulich	1180-38388	L16-000-00176	201.87	\$12,350	\$2,615
Gulich	1180-38362	M16-000-00010	1.00	\$100	\$86
Gulich	1180-38391	M16-000-00003	288.96	\$17,425	\$3,663
Gulich	1180-38363	M16-000-00009	5.00	\$500	\$168
Gulich	1180-47133	M15-531-00027	0.00	\$50	\$75
Gulich	1180-38365	M15-531-00016	0.00	\$50	\$75
Gulich	1180-38375	M15-531-00020	0.00	\$50	\$75
Gulich	1180-38372	M15-531-00021	0.00	\$50	\$75
Gulich	1180-38373	M15-531-00018	0.00	\$50	\$75
Gulich	1180-38377	M15-531-00017	2.57	\$250	\$117
Gulich	1180-38374	M15-531-00019	3.00	\$300	\$127
Gulich	1180-38364	M16-000-00005	1.00	\$25	\$70
Gulich	1180-38371	M16-000-0005.5	2.00	\$25	\$70
Gulich	1180-38370	M16-000-0005.1	4.00	\$50	\$75
Gulich	1180-38368	M16-000-0005.4	4.00	\$50	\$75
Gulich	1180-38369	M16-000-0005.2	2.00	\$25	\$70
Decatur	1120-20112	N13-000-00008	378.68	\$26,850	\$6,801
Decatur	1120-20110	M13-000-00008	47.66	\$3,575	\$962
Decatur	1120-20111	M13-000-00010	88.00	\$4,950	\$1,307
Osceola Boro.	0160-02432	O13-378-00095	1.03	\$950	\$311
Osceola Boro.	0160-02431	O13-379-00089	0.80	\$1,325	\$408
Osceola Boro.	0160-02577	O13-379-00094	12.22	\$925	\$304
Decatur	1120-19537	P11-000-00089	1.00	\$75	\$84
Decatur	1120-20558	P12-000-00218	70.22	\$5,275	\$1,388
Morris	1240-83972	Q11-000-00167	7.59	\$275	\$115
Pike	1260-92329	I09-000-00071	17.17	\$1,550	\$367
Pike	1260-93193	I09-000-00089	23.26	\$2,325	\$517
Pike	1260-92513	I09-000-00099	43.00	\$4,300	\$901
Pike	1260-82514	I09-000-00100	4.87	\$250	\$114
Pike	1260-92080	I09-000-00109	3.00	\$150	\$94
Pike	1260-30272	I09-000-00150	23.96	\$1,500	\$357
Woodward	1300-80380	N14-000-00015	175.78	\$8,575	\$1,910
Decatur	1120-20115	O14-000-00011	207.99	\$14,850	\$3,790
Decatur	1120-20538	O14-000-00039	1.00	\$75	\$84
Decatur	1120-19803	O14-000-00007	0.96	\$75	\$84
Decatur	1120-47345	P12-000-00335	10.50	\$800	\$266
Decatur	1120-20557	P11-000-00151	3.70	\$225	\$121
Morris	1240-83975	999-000-00004	37.00	\$1,300	\$1,056
Morris	1240-83973	999-000-00005	145.00	\$5,075	\$3,617
Decatur	1120-20064	999-000-00067	113.75	\$3,975	\$4,016
Decatur	1120-20099	999-000-00071	3.92	\$150	\$385
Woodward	1300-80379	M15-000-00057	30.26	\$2,275	\$541

EXHIBIT

2

ALL-STATE LEGAL

## Power Land Company

Township	Control No.	Map #	Assessed Acres	Assessed Valuation	Delinquent Taxes and Costs *
Gulich	1180-38367	M16-000-005.3	2.00	\$25	\$70
Gulich	1180-38392	M16-000-00007	1.00	\$100	\$86
Gulich	1180-38361	M16-000-00008	1.00	\$100	\$86
Gulich	1180-38376	M15-520-00002	0.00	\$275	\$122
Gulich	1180-38390	M16-000-00002	274.00	\$17,175	\$3,612
Woodward	1300-80377	M15-000-00005	47.00	\$197	\$264
Gulich	1180-47131	M15-531-00025	0.00	\$400	\$148
Gulich	1180-47132	M15-531-00026	0.00	\$275	\$122
			780.69		\$11,097
Woodward	1300-81000	M15-000-00030	0.00	\$3,525	\$802
Woodward	1300-80441	M15-000-00029	0.00	\$3,000	\$692
Woodward	1300-80999	M15-000-00065	0.19	\$25	\$70
			0.19		\$763
Woodward	1300-80597	M15-000-00049	0.18	\$2,825	\$665
Gulich	1180-38380	L15-000-00052	182.50	\$13,425	\$2,837
Gulich	1180-38387	L15-000-00051	436.19	\$36,000	\$7,499
Gulich	1180-38393	L15-000-00073	0.63	\$100	\$86
Gulich	1180-38366	L15-621-00015	1.80	\$200	\$106
Gulich	1180-42664	M15-000-00008	6.61	\$1,650	\$734
			445.23		\$8,425
Gulich	1180-38381	L15-000-00039	215.47	\$16,150	\$3,400
Woodward	1300-80373	M15-000-00001	334.26	\$18,350	\$3,902
			549.73		\$7,302
Woodward	1300-79794	M15-525-00012	3.27	\$175	\$102
Gulich	1180-38378	K16-000-00026	292.34	\$24,825	\$5,191
Beccaria	1010-13011	K16-000-00031	20.00	\$2,100	\$560
			312.34		\$5,751
Decatur	1120-19529	O13-000-00147	152.00	\$9,525	\$2,454
Decatur	1120-20554	N12-000-00031	118.10	\$7,600	\$210
Decatur	1120-20552	N12-000-00025	159.81	\$11,850	\$316
Decatur	1120-20555	N12-000-00032	142.41	\$7,700	\$212
			302.22		\$528
Decatur	1120-20553	N12-000-00026	118.89	\$6,700	\$1,746

# Power Land Company

Township	Map #	Control No.	Description	Acres
Woodward	888-000-00033 MN	1300-80366	Mineral	2.2
Woodward	888-000-00035 MN	1300-80368	Mineral	8.5
Pike	888-000-00090 MN	1260-93192	Mineral	10.26
Decatur	888-000-00095 MN	1120-20093	Mineral	5.68
Decatur	888-000-00098 MN	1120-20096	Mineral	1
Decatur	888-000-00102 MN	1120-20102	Mineral	1
Decatur	888-000-00135 MN	1120-20546	Mineral	4
Decatur	888-000-00139 MN	1120-20550	Mineral	42.5
Bigler	K13-000-00009 MN	1030-89415	Mineral	256
Gulich	K17-000-00011 MN	1180-38379	Mineral	424.29
Gulich	K17-000-00033 MN	1180-38356	Mineral	19
Gulich	L16-000-00167 MN	1180-38360	Mineral	16
Gulich	L16-000-00168 MN	1180-38359	Mineral	16
Gulich	L16-000-00168 MN	1180-38357	Mineral	9
Gulich	L16-000-00170 MN	1180-48354	Mineral	119.76
Gulich	L16-000-00250	1180-48355	Min. Coal Gas and Oil	76.97
Gulich	L17-000-00026 MN	1180-38358	Mineral	25
Decatur	M13-000-00028 MN	1120-20097	Mineral	19
Brisbin Boro.	M14-000-00016 MN	0010-03562	Mineral	3.2
Woodward	M15-000-00011 MN	1300-80357	Mineral	10
Woodward	M15-000-00018 MN	1300-80358	Mineral	10.8
Decatur	N11-000-00012MN	1120-96684	Mineral	334.18
Decatur	N12-000-00024 MN	1120-20548	Mineral	105
Decatur	N12-000-00043 MN	1120-20547	Mineral	60
Decatur	N12-000-00070 MN	1120-96686	Mineral	96.66
Decatur	N13-000-00040 MN	1120-20094	Mineral	25
Decatur	N14-000-00001 MN	1120-20109	Mineral	8
Decatur	N14-000-00001 MN	1120-20100	Mineral	5
Decatur	N14-000-00001 MN	1120-20101	Mineral	10.45
Woodward	N14-000-00001 MN	1300-80364	Mineral	1.94
Woodward	N14-000-00001 MN	1300-80362	Mineral	11
Woodward	N14-000-00001 MN	1300-80370	Mineral	5
Woodward	N14-000-00001 MN	1300-80359	Mineral	11.5
Woodward	N14-000-00001 Mn	1300-80361	Mineral	1.58
Woodward	N14-000-00001 MN	1300-80360	Mineral	5.35
Woodward	N14-000-00002 MN	1300-80363	Mineral	5
Woodward	N14-000-00003 MN	1300-80372	Mineral	15.15
Decatur	N14-000-00004 MN	1120-20104	Mineral	2.72
Woodward	N14-000-00004 MN	1300-80365	Mineral	21.36
Decatur	N14-000-00005 MN	1120-20106	Mineral	3
Decatur	N14-000-00006 MN	1120-20103	Mineral	3
Decatur	N14-000-00007 Mn	1120-20107	Mineral	16
Decatur	N14-000-0001 MN	1120-20098	Mineral	3.5
Woodward	N14-000-00016 MN	1300-80369	Mineral	3.93
Decatur	N14-000-00018 MN	1120-20103	Mineral	5.64
Woodward	N14-000-00019 MN	1300-80367	Mineral	1.64
Woodward	N14-000-00041 MN	1300-80371	Mineral	0.28
Decatur	O12-000-00008 MN	1120-18596	Mineral	148
Decatur	O12-000-00008 Mn	1120-19527	Mineral	148
Decatur	O12-000-00029 MN	1120-96685	Mineral	279.95
Decatur	O13-000-00033 MN	1120-20092	Mineral	9.56
Decatur	O13-000-00049 MN	1120-19524	Mineral	18.19
Decatur	O13-000-00067 MN	1120-20108	Mineral	7.83
Decatur	O13-000-00082 MN	1120-20090	Mineral	10.09
Decatur	O13-000-00147	1120-19597	Mineral	206
Decatur	O13-000-66/90 MN	1120-20095	Mineral	6
Decatur	O13-000-67/90 MN	1120-20067	Mineral	5
Osceola Boro	O13-377-00120 MN	0160-02576	Mineral	14.5
Osceola Boro	O13-377-00134 MN	0160-02575	Mineral	4.04
Beccaria	O13-378-00076 MN	0160-48728	Mineral	1.81
Beccaria	O13-379-00100 MN	0160-02578	Mineral	1.78
Osceola Boro	O13-379-00101 MN	0160-02579	Mineral	6
Decatur	O15-000-00083 MN	1120-20089	Mineral	10.02
Decatur	P12-000-00148 MN	1120-20549	Mineral	10
Decatur	P13-000-00039 MN	1120-20549	Mineral	13.32
Decatur	P13-000-00048 MN	1120-20086	Mineral	3
Decatur	P13-000-00049 MN	1120-20085	Mineral	5



## REVOLVING CREDIT NOTE

\$5,000,000

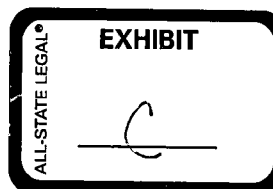
Phillipsburg, Pennsylvania  
June 13, 1996

FOR VALUE RECEIVED, the undersigned, POWER OPERATING CO., INC., a Pennsylvania corporation having an office at P.O. Box 25, Osceola Mills, Pennsylvania 16666 (the "Maker"), promises to pay to the order of MID-STATE BANK AND TRUST COMPANY (the "Lender") in lawful money of the United States of America in immediately available funds at the principal office of the Lender at 1130 Twelfth Avenue, Altoona, Pennsylvania 16601 or at such other location as the holder hereof may designate from time to time, the lesser of (i) the principal sum of Five Million (\$5,000,000) Dollars or (ii) the aggregate unpaid principal amount of all loans made by the Lender to the Maker pursuant to Section 2.2 of the Credit Agreement dated of even date herewith between the Lender and the Maker (the "Credit Agreement"), together with interest from the date hereof on the unpaid balance of the principal hereof (i) until maturity, at a rate per annum (computed on the basis of a year of 360 days and actual days elapsed) which shall at all times be two percentage points (2%) above the Prime Rate, as hereinafter defined, such interest rate to change automatically from time to time effective as of the effective date of each change in the Prime Rate, payable on the first day of each calendar month after the date hereof and at maturity, and (ii) after maturity, whether by declaration, acceleration or otherwise, until paid at a rate per annum (computed on the basis of a year of 360 days and actual days elapsed) which shall at all times be four percentage points (4%) above the Prime Rate, such interest rate to change automatically from time to time effective as of the effective date of each change in the Prime Rate, until such installment is paid, payable on demand. "Prime Rate" as that term is used herein shall mean the rate per annum announced from time to time by the Lender as its then prime rate. The aforesaid interest rates shall continue to apply whether or not judgment shall have been entered on this Note.

If any payment of principal or interest on this Note shall become due on a Saturday, Sunday or on any other day on which the Lender is not open for business, such payment shall be made on the next succeeding business day, and such extension of time shall in such case be included in computing interest in connection with such payment.

This Note is the Revolving Credit Note referred to in and issued pursuant to the Credit Agreement. The Credit Agreement contains provision, among other things, for the acceleration of the stated maturity of this Note upon the happening of certain stated events recited therein and also for prepayments on account of the principal hereof prior to maturity as provided therein.

The Maker hereby waives presentment, demand, protest or notice of any kind in connection with this Note.



This Note shall bind the Maker and its successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns. All references herein to the "Maker" and the "Lender" shall be deemed to apply to the Maker and the Lender, respectively, and their respective successors and assigns.

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT (AS THAT TERM IS DEFINED IN THE CREDIT AGREEMENT), THE MAKER DOES HEREBY EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR THE MAKER AND, WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST THE MAKER IN ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA IN FAVOR OF THE LENDER, ITS SUCCESSORS AND ASSIGNS, FOR THE UNPAID PRINCIPAL BALANCE OF THIS NOTE AND ALL INTEREST ACCRUED HEREON, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF 5% FOR COLLECTION OF SUCH SUMS, AND THE MAKER HEREBY FOREVER WAIVES AND RELEASES ANY AND ALL ERRORS IN SAID PROCEEDINGS AND WAIVES STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE ON EXECUTION. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST THE MAKER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF AND MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS THE LENDER OR ITS SUCCESSORS AND ASSIGNS SHALL DEEM NECESSARY OR DESIRABLE.

WITNESS the due execution hereof on the date first above written with the intention that this Note shall constitute a sealed instrument.

ATTEST:

POWER OPERATING CO., INC.

By: Judi Matia  
Judi Matia  
Secretary

By: Paul Wild  
Paul Wild  
President

S:\WP\SHARE\MIDSTATE\POWREL.V.NOT

6,124,277.69 FIRST AMENDED TERM NOTE

\$5,775,252.31

Philipsburg, Pennsylvania  
Dated as of August 1, 1996

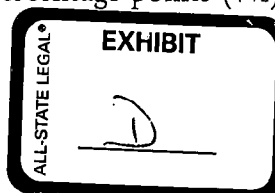
FOR VALUE RECEIVED, the undersigned, POWER OPERATING CO., INC., a Pennsylvania corporation with an office at P.O. Box 25, Osceola Mills, Pennsylvania 16666 (the "Maker"), promises to pay to the order of MID-STATE BANK AND TRUST COMPANY (the "Lender") in lawful money of the United States of America in immediately available funds at the principal office of the Lender at 1130 Twelfth Avenue, Altoona, Pennsylvania 16601, or at such other location as the holder hereof may designate from time to time, the principal sum of Five Million Seven Hundred Seventy-Five Thousand Two Hundred Fifty-Two and 31/100 (\$5,775,252.31) Dollars, payable as follows:

(i) commencing on August 1, 1996 and on the first day of each calendar month thereafter to and including January 1, 1997, interest only on the unpaid principal balance due under this Note (the "Note") (computed on the basis of a year of 360 days and actual days elapsed) which shall at all times be two percentage points (2%) above the Prime Rate, as hereinafter defined, such interest rate to change automatically from time to time effective as of the effective date of each change in the Prime Rate;

(ii) commencing on February 1, 1997 and on the first day of each calendar month thereafter to and including October 1, 2000 the sum of One Hundred Fourteen Thousand Six Hundred Seventy-Nine and 40/100 (\$114,679.40) Dollars, and the entire balance of the outstanding principal of this Note on November 1, 2000, together with interest from the date hereof on the unpaid balance of each of the installments of principal per annum (computed on the basis of a year of 360 days and actual days elapsed) which shall at all times be two percentage points (2%) above the Prime Rate, such interest rate to change automatically from time to time effective as of the effective date of each change in the Prime Rate, payable with each principal payment;

(iii) in addition to the principal payments required paragraph (ii) above, on February 1, 1997, the Maker shall make a payment of Five Hundred Thousand (\$500,000) Dollars to the Lender, which payment shall be applied to the principal amount outstanding under this Note; and

(iv) in the event the Maker fails to make any payment required under this Note within fifteen (15) days of its due date, a late payment fee equal to four percentage points (4%) of the payment past due.



"Prime Rate" as that term is used herein shall mean the rate per annum announced from time to time by the Lender as its then prime rate.

If any payment of principal or interest on this Note shall become due on a Saturday, Sunday or on any other day on which the Lender is not open for business, such payment shall be made on the next succeeding business day and such extension of time shall in such case be included in computing interest in connection with such payment.

This Note is issued pursuant to the Credit Agreement dated of even date herewith between the Lender and the Maker. The Credit Agreement contains a provision, among other things, for the acceleration of the stated maturity of this Note upon the happening of certain stated events recited therein and also for prepayments on account of the principal hereof prior to maturity as provided therein.

The Maker hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

This Note amends and restates that certain Term Note, dated June 13, 1996, from the Maker to the Lender in the original principal amount of \$5,893,750.

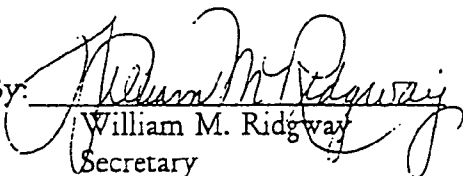
This Note shall bind the Maker and its successors and assigns, and the benefits hereof shall inure to the benefit of the Lender and its successors and assigns. All references herein to the "Maker" and the "Lender" shall be deemed to apply to the Maker and the Lender, respectively, and their respective successors and assigns.

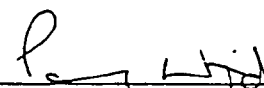
UPON THE OCCURRENCE OF AN EVENT OF DEFAULT (AS THAT TERM IS DEFINED IN THE CREDIT AGREEMENT), THE MAKER DOES HEREBY EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR THE MAKER AND, WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST THE MAKER IN ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA IN FAVOR OF THE LENDER, ITS SUCCESSORS AND ASSIGNS, FOR THE UNPAID PRINCIPAL BALANCE OF THIS NOTE AND ALL INTEREST ACCRUED HEREON, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF 5% FOR COLLECTION OF SUCH SUMS, AND THE MAKER HEREBY FOREVER WAIVES AND RELEASES ANY AND ALL ERRORS IN SAID PROCEEDINGS AND WAIVES STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE ON EXECUTION. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST THE MAKER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF AND MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS THE LENDER OR ITS SUCCESSORS AND ASSIGNS SHALL DEEM NECESSARY OR DESIRABLE.

WITNESS the due execution hereof on the date first above written with the intention that this Note shall constitute a sealed instrument.

ATTEST:

POWER OPERATING CO., INC.

By:   
William M. Ridgway  
Secretary

By:   
Paul Wild  
President

S:\WP\SHARE\MIDSTATE\POWERAME.TER

POST-PETITION CREDIT AGREEMENT

among

POWER OPERATING CO., INC., Debtor and Debtor in Possession, and POWELL U.S.A., INC.

as Borrower,

GLYN D. POWELL, and MARY POWELL,

as Guarantors,

and

MID-STATE BANK AND TRUST COMPANY

as Lender

Dated as of May \_\_\_, 1998



THIS POST-PETITION CREDIT AGREEMENT ("Credit Agreement") dated as of May \_\_, 1998, among Powell U.S.A., Inc., a Delaware corporation and a debtor and debtor in possession and POWER OPERATING CO., INC., a Pennsylvania corporation and a debtor and debtor in possession (collectively and individually the "Borrower"); and MID-STATE BANK AND TRUST COMPANY, a banking organization organized under the laws of the Commonwealth of Pennsylvania (the "Lender").

PRELIMINARY STATEMENTS:

A. The Borrower is a party to various loans and letters of credit provided by Lender (the "Pre-Petition Obligations") as more fully set forth in the paragraph below and in the notes, security agreements, mortgages and other documents executed in connection therewith (the "Pre-Petition Credit Documents").

B. Under the Pre-Petition Obligations and Pre-Petition Credit Documents, the Lender provided the Borrower with secured credit facilities including loans and letters of credit as follows:

<u>Credit Accommodation</u>	<u>Outstanding Amount</u>
#02948-30006 - Term Loan	\$5,488,645.82
#02948-30007 - Line of Credit	\$ 897,676.88
#02948-30008 - Line of Credit	\$ 60,274.24
#02948-30005 - Term Loan	<u>\$ 58,147.77</u>
	\$6,504,744.71
Letters of Credit	<u>\$3,174,093.00</u>
TOTAL	\$9,678,837.71

C. To secure the Pre-Petition Obligations, the Borrower granted to Lender mortgages upon and security interests in substantially all of its real and personal assets, including but not limited to all of Debtor's real estate and coal reserves and all of Borrower's accounts, inventory, chattel paper, equipment, documents, and instruments, and the proceeds and products thereof.

D. The security interests granted by the Borrower to secure the Pre-Petition Obligations were properly perfected and are subject to no prior liens or security interests, and the liquidation value of the Borrower's assets securing the Pre-Petition Obligations presently exceeds the outstanding amount of the Pre-Petition Obligations.

E. On May \_\_, 1998 (the "Petition Date"), the Borrower filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") at Case No. 98-1136 for Powell U.S.A., Inc. and No. 78-1137 for Power Operating Company, Inc. (the "Bankruptcy Case").

F. The Borrower is continuing to operate its business and manage its properties as a debtor in possession under sections 1107 and 1108 of the Bankruptcy Code.

G. An immediate and on-going need exists for Borrower to obtain additional funds to continue the operation of its business as debtor in possession under the Bankruptcy Code, and accordingly the Borrower has requested that the Lender authorize Borrower's use of cash collateral and further to extend post-petition financing to the Borrower.

H. To secure such post-petition financing, the Borrower has agreed to grant to the Lender on a post-petition basis a security interest in all of the Borrower's assets, real and personal.

I. The Lender is willing to provide such post-petition financing on the terms and conditions set forth in this Credit Agreement and the other Credit Documents (hereinafter defined).

J. The Borrower and the Lender contemplate that on or after the Petition Date the Bankruptcy Court will enter the Interim Financing Order (hereinafter defined), which will approve this Credit Agreement and will authorize the Borrower to incur interim superpriority lien and superpriority administrative claim indebtedness under the terms and conditions of this Credit Agreement and pursuant to sections 363 and 364 of the Bankruptcy Code.

K. In accordance with the Interim Financing Order, the Permanent Financing Order (hereinafter defined) when entered into by the Bankruptcy Court and this Credit Agreement, the Lender will make post-petition loans and other financial accommodations to the Borrower.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained in this Credit Agreement, the Borrower and the Lender hereby agree as follows:

## ARTICLE 1. DEFINITIONS.

### 1.1 General Definitions.

Asset Disposition means any sale, transfer, conveyance, assignment, exchange, liquidation or other disposition of all or any portion of any asset of the Borrower or any interest therein outside the ordinary course of business of the Borrower (including, without limitation, any disposition of any real property or interest in real property).

Auditors means a firm of independent public accountants selected by the Borrower and reasonably satisfactory to the Lender.

Bankruptcy Court has the meaning set forth in the Preliminary Statements and includes any other court having competent jurisdiction over the Borrower's chapter 11 case.

Benefit Plan means a "defined benefit plan" (as defined in Section 3(33) of ERISA) for which the Borrower or any ERISA Affiliate has been an "employer" (as defined in Section 3(3) of ERISA) within the past six years.

Business Day means any day that is not a Saturday, a Sunday or a day on which commercial banks in Philipsburg, Pennsylvania are required or permitted by law to be closed.



Capital Expenditure means, for any Person for any period, the sum of all expenditures capitalized by such Person for financial statement purposes in accordance with GAAP during such period (whether payable in cash or other property or accrued as a liability), including the capitalized portion of Capital Leases and that portion of Investments made by such Person allocable to property, plant or equipment.

Cash Equivalents means either of the following, so long as the same are maintained in accounts in which the Lender has a perfected security interest: (i) securities issued, guaranteed or insured by the full faith and credit of the United States and having maturities of not more than one year; (ii) certificates of deposit having maturities of not more than one year issued by a United States national or state chartered commercial bank of recognized standing whose combined capital and unimpaired surplus is in excess of \$20,000,000 and whose short-term commercial paper rating, or that of its parent holding company, is at least "A-1" or the equivalent by S&P and at least "Prime-1" or the equivalent by Moody's.

Change of Control means the occurrence of any of the following:

(a) the acquisition by a person, entity or group of beneficial ownership of thirty-three percent (33%) or more of the combined voting power of the then outstanding voting securities of the Borrower; and

(b) the approval by the stockholders of the Borrower of a merger, consolidation or reorganization involving the Borrower.

Claim has the meaning set forth in section 101(3) of the Bankruptcy Code.

Closing Date means the date of execution and delivery of this Credit Agreement by all of the parties hereto, or if later, the date on which the initial Borrowing is advanced.

Collateral means the Accounts, Inventory, Equipment, General Intangibles, Instruments, Chattel Paper, Fixtures, Documents and all other real and personal property identified in the Collateral Documents as security for the Post-petition Obligations, including all causes of action but excluding the proceeds of all causes of action arising under Chapter 5 of the Bankruptcy Code.

Collateral Documents means, collectively, the Post-petition Security Agreement, and all other contracts, instruments and other documents pursuant to which Liens are now or hereafter granted to the Lender to secure any or all of the Post-petition Obligations.

Contingent Obligation means, with respect to any Person, any direct, indirect, contingent or non-contingent guaranty or obligation of such Person for the Indebtedness of another Person, except for endorsements in the ordinary course of business.

Credit Documents means, collectively, this Credit Agreement, the Notes, each of the Collateral Documents and all other documents, agreements and instruments now or hereafter executed in connection herewith or therewith, in each case as modified, amended, extended, restated or supplemented from time to time.

Default means an event, condition or default that with the giving of notice, the passage of time, or both, would be an Event of Default.

ERISA means the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1000 et seq., amendments thereto, successor statutes, and regulations or guidance promulgated thereunder.

ERISA Affiliate means any entity required to be aggregated with the Borrower under Sections 414 (b), (c), (m) or (o) of the Internal Revenue Code.

Existing Letters of Credit has the meaning set forth in Section 2.4.

Expenses means all reasonable costs and expenses of the Lender incurred in connection with the Credit Documents and the transactions contemplated therein, including, without limitation, (i) the costs of conducting record searches, examining collateral, opening bank accounts and lockboxes, depositing checks, and receiving and transferring funds (including charges for checks for which there are insufficient funds), (ii) the reasonable fees and expenses of legal counsel and paralegals, accountants, appraisers and other consultants, experts or advisors retained by the Lender, (iii) fees and taxes in connection with the filing of financing statements, and (iv) the costs of preparing and recording Collateral Documents, releases of Collateral, and waivers, amendments, and terminations of any of the Credit Documents. Expenses also means all reasonable costs and expenses (including the reasonable fees and expenses of legal counsel and other professionals) paid or incurred by the Lender and any Lender (i) during the continuance of an Event of Default, (ii) in enforcing or defending its rights under or in respect of this Credit Agreement, the other Credit Documents or any other document or instrument now or hereafter executed and delivered in connection herewith, (iii) collecting the Loans, (iv) foreclosing or otherwise collecting upon the Collateral or any part thereof and (v) in obtaining any legal, accounting or other advice in connection with any of the foregoing.

Expiration Date means the earlier of (i) the first anniversary of the Closing Date and (ii) the date on which this Credit Agreement is terminated pursuant to Section 8, or the effective date of a confirmed Plan of Reorganization.

Financial Statements means the consolidated and consolidating balance sheets, statements of operations, statements of cash flows and statements of changes in shareholder's equity of the Borrower for the period specified, prepared in accordance with GAAP and consistently with prior practices.

GAAP means generally accepted accounting principles in the United States as in effect from time to time.

Governing Documents means certificates or articles of incorporation, by-laws and other similar organizational or governing documents.

Governmental Authority means any government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

Indebtedness of a Person means, without duplication, (a) indebtedness for borrowed money or for the deferred purchase price of property or services (other than trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices), whether on open account or evidenced by a note, bond, debenture or similar instrument, (b) obligations under capital leases, (c) reimbursement obligations for letters of credit, or other credit accommodations, (d) Contingent Obligations, (f) Indebtedness secured by any Lien on any property of that Person, even if that Person has not assumed such Indebtedness.

Interim Financing Order means the order entered by the Bankruptcy Court pursuant to section 364(c) and (d) of the Bankruptcy Code and Bankruptcy Rule 4001(c), authorizing the Borrower to incur post-petition secured and superpriority administrative claim indebtedness in accordance with this Credit Agreement on an interim basis in form and substance satisfactory to the Lender.

Internal Revenue Code means the Internal Revenue Code of 1986, amendments thereto, successor statutes, and regulations or guidance promulgated thereunder.

Letters of Credit means all letters of credit issued by Lender for the account of the Borrower as account party and all amendments, renewals, extensions or replacements thereof.

Lien means any lien, claim, charge, pledge, security interest, assignment, hypothecation, deed of trust, mortgage, lease, conditional sale, retention of title, or other preferential arrangement having substantially the same economic effect as any of the foregoing, whether voluntary or imposed by law.

Material Adverse Effect means a material adverse effect on (i) the business, prospects, operations, results of operations, assets, liabilities or condition (financial or otherwise) of any Credit Party, or (ii) or on the ability of the Lender to enforce the Post-petition Obligations or realize upon the Collateral, or (iii) on the value of the Collateral, or the amount which the Lender would be likely to receive (after giving consideration to delays in payment and costs of enforcement) in the liquidation of such Collateral.

Material Contract means any contract or other arrangement to which the Borrower is a party (other than the Credit Documents) for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect.

Multiemployer Plan means a "multiemployer plan" (as defined in Section 4001(a) (3) of ERISA) to which the Borrower, any of its Subsidiaries or any ERISA Affiliate has contributed within the past six years or with respect to which the Borrower could reasonably be expected to incur any liability.

Permanent Financing Order means an order entered by the Bankruptcy Court in form and substance substantially similar to the Interim Financing Order, authorizing the incurrence by the Borrower of permanent post-petition superpriority lien and superpriority claim indebtedness in accordance with this Credit Agreement and the other Credit Documents and containing such findings and provisions as are satisfactory in form and substance to the Lender, including, without limitation, provisions requiring the Borrower to repay in full the Pre-Petition Obligations and provisions relating to the Post-Petition Obligations.

Permitted Expenses means, collectively, (i) fees required to be paid to the Office of the United States Trustee pursuant to 28 U.S.C. section 1930(a), (ii) compensation for services rendered or reimbursement of expenses incurred that are permitted to be paid by the Bankruptcy Court under sections 330 or 331 of the Bankruptcy Code after the date of the occurrence of an Event of Default to professionals retained pursuant to an order of the Bankruptcy Court by the Borrower or any official creditors' committee appointed pursuant to section 1102 of the Bankruptcy Code in an amount not to exceed \$500,000 in the aggregate.

Permitted Liens means the Liens referred to Section 7.3.

Person means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (including any division, agency or department thereof), and its successors, heirs, personal representatives and assigns.

Petition Date has the meaning set forth in the Preliminary Statements.

Petition means the voluntary petition filed by the Borrower for relief under chapter 11 of the Bankruptcy Code with the Bankruptcy Court on the Petition Date.

Plan means any Benefit Plan, Multiemployer Plan, or Retiree Health Plan, or any employee pension plan, fund, program or arrangement as defined in Section 3(2) of ERISA, whether oral or written, maintained or contributed to by the Borrower, or with respect to which any of them could reasonably be expected to incur liability.

Plan of Reorganization means a plan or plans of reorganization or liquidation for the Borrower promulgated and filed pursuant to section 1121 et seq. of the Bankruptcy Code.

Post-petition Charge means any charge arising or levied after the Petition Date.

Post-petition Obligations means the unpaid principal and interest hereunder (including interest accruing on or after the occurrence of an Event of Default) in respect of Loans, reimbursement obligations under letters of credit, fees and expenses and all other obligations and liabilities of the Borrower to the Lender under this Credit Agreement, the Notes or any of the other Credit Documents.

Post-petition Security Agreement means the Post-petition Security Agreement of even date herewith executed by the Borrower in favor of the Lender.

Loan Documents has the meaning set forth in the Preliminary Statements.

Pre-Petition Indebtedness means Indebtedness of the Borrower outstanding on the Petition Date.

Pre-Petition Liens means Liens made by the Borrower or existing on its property prior to the Petition Date.

Prime Lending Rate means the rate which Lender announces as its prime lending rate, from time to time. The Prime Lending Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Lending Rate.

Reportable Event means any of the events described in Section 4043 of ERISA and the regulations thereunder other than those events for which the 30-day notice period has been waived.

Requirement of Law means, with respect to any Person, (a) the Governing Documents of such Person, (b) any material law, treaty, rule or regulation or determination of an arbitrator, court or other Governmental Authority binding on such Person, or (c) any material franchise, license, lease, permit, certificate, authorization, qualification, easement, right of way, right or approval binding on a Person or any of its property.

Retiree Health Plan means an "employee welfare benefit plan" within the meaning of Section 3(1) of ERISA, and any other plan, program or arrangement, whether oral or written, sponsored or maintained by the Borrower, any of its Subsidiaries or any ERISA Affiliate, that provides health benefits to persons after termination of employment, other than as required by Section 601 of ERISA.

Note means a promissory note of the Borrower payable to the order of Lender.

Subsidiary of a Person means a corporation or other entity in which that Person directly or indirectly owns or controls the shares of stock or other ownership interests having ordinary voting power to elect a majority of the board of directors or appoint other managers of such corporation or other entity.

1.2 Accounting Terms and Determinations.

Unless otherwise defined or specified herein, all accounting terms used in this Credit Agreement shall be construed in accordance with GAAP.

1.3 Other Terms; Headings.

Terms used herein and not otherwise defined in Article 1 that are defined in the Uniform Commercial Code in effect in the State of Pennsylvania (the "Code") shall have the meanings given in the Code. Each of the words "hereof," "herein," and "hereunder" refer to this Credit Agreement as a whole. An Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by Lender. References to Articles, Sections, Annexes, Schedules, and Exhibits are internal references to this Credit Agreement, and to its attachments, unless otherwise specified. The headings are for convenience only and shall not affect the meaning or construction of any provision of this Credit Agreement.

## ARTICLE 2. LOANS

2.1 Credit Commitments.

Base Loans and Letter of Credit. Subject to the terms and conditions set forth in this Credit Agreement, and in reliance on the representations and warranties of the Borrower set forth herein, on and after the Closing Date and to and excluding the Expiration Date, Lender agrees to make advances to the Borrower (each a "Loan") in an amount not to exceed \$500,000 in the aggregate outstanding at any time and to issue its irrevocable letter in favor of the Pennsylvania Department of Environmental protection in the amount of \$269,700.

Supplemental Loan. In the event Lender is authorized by the Bankruptcy Court to setoff the amount of \$219,809.80 which was the balance in Borrower's deposit accounts with Lender and which was the subject of a levy in favor of the Internal Revenue Service received by Lender on May 18, 1998, Lender agrees to lend such sum to Borrower as a supplemental loan and increase in the amount available under and in accordance with this Credit Agreement.

Maturity of Pre-Petition Loans and Pre-Petition Loans. All amounts due from Borrower to Lender, whether under this Credit Agreement or Pre-Petition Obligations, of any nature or description, shall be payable immediately upon the effective date of any Plan of Reorganization in the Bankruptcy Case.

2.2 Advances.

Advances shall be subject to the determination by the Lender that the conditions for borrowing contained herein are satisfied.

### 2.3 Superpriority Claims and Liens.

The Post-petition Obligations shall constitute, in accordance with Section 364(c)(1) of the Bankruptcy Code, claims against the Borrower in its Chapter 11 case which are administrative expense claims having priority over any and all administrative expenses including administrative expenses of the kind and specified in section 303(b) or 307(b) of the Bankruptcy Code. The Post-petition Obligations shall at all times be secured by Liens on all Collateral as follows:

(A) pursuant to Bankruptcy Code section 364(c)(2), a first priority, perfected Lien upon all of the Borrower's right, title and interest in, to and under all Collateral that are not otherwise encumbered by a validly perfected Lien or security interest, including without limitation, all personal and real property; and

(B) pursuant to Bankruptcy Code section 364(c)(3), a second priority, perfected Lien upon all of the Borrower's right, title and interest in, to and under all Collateral that is subject to a validly perfected security interest or Lien in existence as of the Petition Date, junior to such validity perfected Lien or security interest.

### 2.4 Payments Under Existing Letters of Credit.

Effective as of the date the Interim Financing Order is entered by the Bankruptcy Court and thereafter (i) payments made by Lender in connection with the letters of credit issued by Lender and set forth in the Preliminary Statements (such letters of credit called the "Existing Letters of Credit") will be deemed to be and treated as Loans made under this Credit Agreement and availability hereunder increased thereby and (ii) such payments made under the Existing Letters of Credit and the reimbursement and other obligations of the Borrowers with respect thereto will be Post-petition Obligations and will no longer constitute Pre-Petition Obligations. In the event that drafts drawn under the Existing Letters of Credit for any reason shall not constitute Post-Petition Obligations, the presentation of such drafts shall be a material event of default hereunder.

## ARTICLE 3. COMPENSATION, REPAYMENT AND REDUCTION OF COMMITMENTS

### 3.1 Interest on Loans.

Interest on the unpaid principal amount of Loans shall be payable monthly in arrears, on the first Business Day of each month, at an interest rate per annum equal to the Prime Lending Rate plus two percent (2%) calculated on the net balance due to Lender at the close of business each day during such month. The rate hereunder shall change each day the Prime Lending Rate changes.

### 3.2 Interest After Event of Default.

From the date of occurrence of an Event of Default until the earlier of the date upon which (i) all Post-petition Obligations shall have been paid and satisfied in full or (ii) such Event of Default shall have been waived, interest on the Loans shall each be payable monthly at the close of each calendar month at a rate per annum equal to, with respect to the Loans, the rate in effect under Section 3.1, plus two percent (2%).

### 3.3 Reasonable Expenses.

The Borrower shall reimburse the reasonable expenses of the Lender incurred in connection with the Post-petition Obligations, including legal fees and expenses, promptly upon demand.

## ARTICLE 4. CONDITIONS PRECEDENT

### 4.1 Conditions Precedent to Initial Loan.

The obligation of Lender is subject to the satisfaction or waiver of the following conditions precedent:

(A) Closing Document List. The Lender shall have received each of the agreements, opinions, reports, approvals, consents, certificates and other documents set forth on the closing document list attached hereto as Schedule A (the "Closing Document List").

(B) Fees and Expenses. All Fees and Expenses payable by the Borrower hereunder on the Closing Date shall have been paid in full (or provision shall have been made for payment thereof with proceeds of the initial borrowing hereunder).

(C) Interim Financing Order. The Bankruptcy Court shall have entered the Interim Financing Order in form and substance satisfactory to the Lender and shall be in full force and effect.

(D) Payments. The Borrower shall have paid all accrued interest, fees and expenses with respect to the Pre-Petition Obligations (or provision shall have been made for the payment thereof with proceeds of the initial borrowing).

(E) Releases. Bank shall have received from Borrower, all of its affiliates and Glyn D. Powell releases of lender liability claims in form satisfactory to Bank.

### 4.2 Conditions Precedent to All Loans.

The obligation of Lender to fund any requested Loan is subject to the satisfaction of the conditions precedent set forth below. Each borrowing shall constitute a representation and warranty by the Borrower that such conditions are satisfied.

(A) All representations and warranties contained in this Credit Agreement and the other Credit Documents are true and correct in all material respects;

(B) No Default or Event of Default shall have occurred or could reasonably be expected to result, which has not been waived pursuant to the terms hereof; and

(C) Since the date of this Credit Agreement, no event has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

## ARTICLE 5. REPRESENTATIONS AND WARRANTIES

To induce the Lender to enter into this Credit Agreement and to induce the Lender to make the Loans and other financial accommodations described herein, the Borrower hereby represents and warrants to the Lender that the representations and warranties contained in this Credit Agreement are true and correct. Such representations and warranties, and all other representations and warranties made by the Borrower in any other Credit Documents, shall survive the execution and delivery of this Credit Agreement and such other Credit Documents.

### 5.1 Organization and Qualification.

The Borrower (i) are corporations duly organized, validly existing and in good standing under the laws of the respective states of their incorporation, (ii) have the power and authority to own their respective properties and assets and to transact their respective businesses in which they presently are, or propose to be, engaged and (iii) are duly qualified and are authorized to do business and are in good standing in each of the respective jurisdictions where they presently are, or propose to be, engaged in business.

### 5.2 Authority. Execution.

The execution, delivery and performance by the Borrower of the Credit Documents and all instruments and documents to be delivered by the Borrower; (i) are within the Borrower's corporate power; (ii) have been duly authorized by all necessary or proper corporate action and by the Closing Date will be authorized by the Interim Financing Order pursuant to sections 363 and 364 of the Bankruptcy Code; (iii) are not in contravention of any provision of the Borrower's certificates or articles of incorporation or by-laws; (iv) will not, upon the entry of the Interim Financing Order by the Bankruptcy Court, violate any law or regulation, or any order or decree of any court or governmental instrumentality; (v) will not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its property is bound; (vi) will not result in the creation or imposition of any Lien upon any of the property of the Borrower (other than the Liens existing or created under or in connection with this Credit Agreement; and (vii) do not require the consent or approval of any governmental body, agency, authority or any other Person other than the entry by the Bankruptcy Court of the Interim Financing Order, which by the Closing Date will be in full force and effect, and the Permanent Financing Order. Each of the Credit Documents has been duly executed and delivered for the benefit of or on behalf of the Borrower and each constitutes a legal, valid and binding obligation of the Borrower, enforceable against Borrower in accordance with its terms.

### 5.3 Enforceability.

This Credit Agreement and each of the other Credit Documents are the legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, and Borrower represents, warrants and agrees that it is truly and justly indebted to Bank, without defense, counterclaim or offset of any kind, in the amounts set forth in Preliminary Statement B hereof.

### 5.4 Consents and Filings.

No consent, authorization, permit or filing is required in connection with the execution, delivery and performance of this Credit Agreement or any Credit Document by the Borrower that are parties thereto, except those that have been obtained or made.



5.5 Government Regulation.

Borrower is not subject to any regulation that limits its ability to incur indebtedness or consummate the transactions contemplated in this Credit Agreement and the other Credit Documents.

5.6 Rights in Collateral; Priority of Liens.

All property constituting Collateral is owned or leased by the Borrower. Upon entry of the Interim Financing Order, the security interests granted pursuant to the Credit Documents constitute valid, enforceable and perfected Liens on the Collateral, including, without limitation, all of the Borrower's interests in real property, with the priority set forth in the Interim Financing Order.

5.7 Locations of Offices, Records and Inventory.

The address of the principal place of business and chief executive office of the Borrower is set forth herein respecting notices. The books and records of the Borrower, and all its chattel paper, if any, and records of Accounts, are maintained exclusively at the location set forth herein respecting notices. There is no jurisdiction in which the Borrower has any Collateral other than those jurisdictions identified on Schedule B, Part 5.8. All of Debtor's tangible assets are in the possession of Borrower at locations owned by Borrower.

5.8 Subsidiaries; Ownership of Stock.

As of the Closing Date, Power Operating Co. Inc. is a wholly-owned subsidiary of Powell U.S.A., Inc. Power Operating Co., Inc. has no direct or indirect Subsidiaries.

5.9 No Judgments or Litigation.

Except as set forth on Schedule B, Part 5.9, no judgments, orders, writs or decrees are outstanding against the Borrower, nor is there now pending or, to the best of the Borrower's knowledge, threatened, any litigation, contested claim, investigation, arbitration, or governmental proceeding by or against the Borrower that could reasonably be expected singly or in the aggregate to have a Material Adverse Effect.

5.10 Labor Matters.

Schedule B, Part 5.10 accurately sets forth all labor contracts to which the Borrower is a party as of the Closing Date (including their dates of expiration). There are no existing or, to the knowledge of the Borrower, threatened strikes, lockouts or other disputes relating to any collective bargaining or similar agreement to which the Borrower is a party.

5.11 Compliance with Law.

The Borrower has not violated nor failed to comply in any material respect with any Requirements of Law, including without limitation ERISA and environmental laws.

5.12 Compliance with Environmental Laws.

Except as disclosed on Schedule B, Part 5.12, (i) the operations of the Borrower comply in all material respects with all applicable material federal, state and local environmental permits, statutes, regulations, directions, ordinances, criteria and guidelines to which Borrower is subject; (ii) the Borrower has not received

notice that any of the operations of the Borrower is the subject of any judicial or administrative proceeding alleging a material violation of any material federal, state or local environmental permit, statute, regulation, direction, ordinance, criteria or guideline.

5.13 Licenses and Permits.

The Borrower has obtained and holds in full force and effect, all franchises, licenses, leases, permits, certificates, authorizations, qualifications, easements, rights of way and other rights and approvals which are material to the operation of its business as presently conducted.

5.14 Taxes and Tax Returns.

(A) Except as set forth on Schedule B, Part 5.14, the Borrower has timely filed all income tax returns it is required to file. The information filed is complete and accurate in all material respects. All deductions taken in such income tax returns are appropriate and in accordance with applicable laws and regulations, except deductions that may have been disallowed but are being challenged in good faith and for which adequate reserves have been made in accordance with GAAP.

(B) Except as set forth on Schedule B, Part 5.14, neither the Borrower has no obligation under any written income tax sharing agreement or agreement regarding payments in lieu of income taxes.

5.15 Material Contracts.

Prior to the date on which the Permanent Financing Order is entered, Borrower shall provide a true, correct and complete list of all the Material Contracts in effect on the Closing Date. Except as described on Schedule B, Part 5.15, all of the Material Contracts are in full force and effect and no material defaults currently exist thereunder by the Borrower (other than defaults that need not be cured under section 363(b)(2) of the Bankruptcy Code), or to the Borrower's knowledge, any other party.

5.16 Accuracy and Completeness of Information.

All factual information furnished by or on behalf of the Borrower in writing to the Lender, or any Credit Documents or any transaction contemplated hereby or thereby taken as a whole is or will be true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any material fact necessary to make such information taken as a whole not misleading at such time.

5.17 No Change.

Since the date of this Credit Agreement, no event has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

## ARTICLE 6. AFFIRMATIVE COVENANTS

Until termination of this Credit Agreement and payment and satisfaction of all Pre-Petition Obligations and Post-petition Obligations due hereunder:

#### 6.1 Financial Reporting.

The Borrower shall timely deliver to the Lender, in addition to any materials to be provided to Lender pursuant to the Pre-Petition Credit Documents, such annual, quarterly, monthly, and weekly information and financial statements as lender may reasonably request.

#### 6.2 Notification Requirements.

The Borrower shall timely give to the Lender the following notices:

(A) Notice of Defaults. Promptly, and in any event within one (1) Business Day after becoming aware of the occurrence of a Default or Event of Default, a certificate of the chief executive officer or chief financial officer of the Borrower specifying the nature thereof and the proposed response of the Borrower thereto, each in reasonable detail.

(B) Proceedings or Adverse Changes. Promptly, and in any event within three (3) Business Days after the Borrower becomes aware of (i) any material proceeding being instituted or threatened to be instituted by or against the Borrower in any federal, state, local or foreign court or before any commission or other regulatory body (federal, state, local or foreign), (ii) any order, judgment or decree being entered against the Borrower or any of its respective properties or assets or (iii) any actual or prospective change, development or event which has had or could reasonably be expected to have a Material Adverse Effect, a written statement describing such proceeding, order, judgment, decree, change, development or event and any action being taken with respect thereto by the Borrower or any such Subsidiary.

(C) Environmental Notices. Promptly, and in any event within two (2) Business Days after receipt by the Borrower of any notice, complaint or order alleging any actual or prospective violation of any environmental Requirement of Law or alleging responsibility for costs of a cleanup, together with a copy of such notice, complaint, or order and a written statement describing any action being taken with respect thereto by the Borrower .

(D) Material Contracts. Promptly, and in any event within three (3) Business Days after any Material Contract of the Borrower is terminated or amended or any new Material Contract is entered into, a written statement describing such event, with copies of amendments or new contracts, and an explanation of any actions being taken with respect thereto.

(E) Collateral Matters. At least twenty (20) Business Days prior written notice to the Lender of any change in the location of any Collateral or in the location of the chief executive office or place of business of the Borrower from the locations specified in Schedule B, Part 6.2. At least ten (10) Business Days prior to any such change, the Borrower shall cause to be executed and delivered to the Lender any financing statements, Landlords' and Mortgagees' Waivers or other documents required by the Lender, all in form and substance satisfactory to the Lender.

#### 6.3 Corporate Existence.

The Borrower shall, and shall cause each of its Subsidiaries to, (i) maintain its corporate existence, (ii) maintain in full force and effect all of its material licenses, bonds, franchises, leases, trademarks and qualifications to do business, and all patents, contracts and other rights which are material to the operation of their respective businesses as presently conducted, (iii) continue in, and limit their operations to, the same

general lines of business as presently conducted by them and (iv) in the case of the Borrower, maintain all material terms and provisions of its corporate charter and bylaws in the form in effect on the Closing Date.

#### 6.4 Books and Records; Inspections.

The Borrower agrees to maintain books and records pertaining to the Collateral in such detail, form and scope as is consistent with good business practice. The Borrower agrees that the Lender or its Lender may enter upon the premises of the Borrower at any time and from time to time, during normal business hours and upon reasonable notice under the circumstances, and at any time at all upon the occurrence and during the continuance of an Event of Default, for the purposes of (i) inspecting and verifying the Collateral, (ii) inspecting and/or copying (at the expense of the Borrower) any and all records pertaining thereto, and (iii) discussing the affairs, finances and business of the Borrower with any officers, employees and directors of the Borrower or with the Auditors.

#### 6.5 Insurance.

The Borrower agrees to maintain public liability insurance, third party property damage insurance and replacement value insurance on the Collateral under such policies of insurance, with such insurance companies, in such amounts and covering such risks as are at all times satisfactory to the Lender in its commercially reasonable judgment. As of the Closing Date, the deductibles in effect with respect to the Borrower's insurance policies as disclosed to the Lender, are acceptable to the Lender. All policies covering the Collateral are to name the Lender as a lender loss payee in case of loss, and are to contain such other provisions as the Lender may reasonably require to fully protect the Lender's interest in the Collateral and to any payments to be made under such policies.

#### 6.6 Post-petition Charges.

(A) The Borrower shall pay and discharge or cause to be paid and discharged promptly all Post-petition Charges payable by it, including (i) Post-petition Charges imposed upon it, its income and profits, or any of its property (real, personal or mixed) and all Post-petition Charges with respect to tax, social security and unemployment withholding with respect to its employees, and (ii) lawful claims incurred after the Petition Date for labor, materials, supplies and services or otherwise, before any thereof shall become past due.

(B) The Borrower may in good faith contest, by appropriate proceedings, the validity or amount of any Post-petition Charges or claims described in Section 7.6(a); provided that (i) at the time of commencement of any such contest no Event of Default shall have occurred and be continuing; (ii) adequate reserves with respect to such contest are maintained on the books of such Borrower, in accordance with GAAP; (iii) such contest is maintained and prosecuted continuously and with diligence and operates to suspend collection or enforcement of such Post-petition Charges or claims or any Lien in respect thereof; (iv) no Lien shall be imposed to secure payment of such Post-petition Charges or claims other than Permitted Liens; (v) such Borrower shall promptly pay or discharge such contested Post-petition Charges or claims and all additional charges, interest, penalties and expenses, if any, and shall deliver to Lender evidence acceptable to Lender of such compliance, payment or discharge, if such contest is terminated or discontinued adversely to such Borrower or the conditions set forth in this Section 6.6 are no longer met; and (vi) Lender has not advised Borrower in writing that Lender reasonably believes that nonpayment or nondischarge thereof could have or result in a Material Adverse Effect.

6.7 Compliance with Laws.

The Borrower agrees to comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof, or to the operation of its business or its assets generally, unless the Borrower contests any such Requirements of Law in a reasonable manner and in good faith.

6.8 Use of Proceeds.

The Borrower agrees that the proceeds of the Loans may be used only for enabling Borrower to mine the so-called Beaver tract (as more fully described in the exhibits hereto) and for general corporate working capital purposes, and Permitted Expenses. Permitted Expenses shall not include, fees and disbursements incurred by professionals including, without limitation, any professionals retained by the Borrower or any official committee, to the extent incurred to contest in any proceeding or any other action (i) the validity, binding effect or enforceability of any of the Pre-Petition Credit Documents, the Pre-Petition Obligations, or the Post-petition Obligations outstanding hereunder or (ii) any other rights or interests of the Lender under the Pre-Petition Credit Documents. Nothing herein shall in any way prejudice or prevent the Lender from objecting, for any reason, to any requests or applications made by any party for compensation or reimbursement of expenses pursuant to section 330 or 331 of the Bankruptcy Code.

6.9 Maintenance of Property.

The Borrower agrees to keep, all property useful and necessary to their respective businesses and assets in good working order and condition (ordinary wear and tear excepted) in accordance with sound operating practices and not to commit or suffer any waste with respect to any of their assets or properties.

6.10 Environmental and Other Matters.

(A) The Borrower will conduct their businesses so as to comply in all material respects with all material environmental, land use, laws, regulations, directions, ordinances, criteria and guidelines in all jurisdictions in which any of them is or may at any time be doing business, except to the extent that the Borrower is contesting, in good faith by appropriate legal proceedings, any such law, regulation, direction, ordinance, criteria, guideline, or interpretation thereof or application thereof; provided, that the Borrower shall comply with the order of any court or other Governmental Authority relating to such laws unless the Borrower shall currently be prosecuting an appeal or proceedings for review and shall have secured a stay of enforcement or execution or other arrangement postponing enforcement or execution pending such appeal or proceedings for review.

(B) If the Lender reasonably believes, that the facts or circumstances evidence or suggest that the Borrower is in material non-compliance with any environmental law and that such non-compliance could reasonably be expected to have a Material Adverse Effect, then at the written request of the Lender, which request shall specify in reasonable detail the basis therefor, at any time and from time to time, the Borrower will provide at its sole cost and expense an environmental site assessment report concerning the site owned, operated or leased by the Borrower in respect of which such material non-compliance is believed to have occurred and be continuing, such report to be prepared by an environmental consulting firm approved by the Lender, indicating the presence, release or absence of hazardous materials on or from such site and the potential cost of any removal, remedial or corrective action in connection with any such hazardous materials on such site.

6.11 Further Assurances.

The Borrower shall take all such further actions and execute all such further documents and instruments as the Lender may at any time reasonably determine in the exercise of its reasonable discretion to be necessary or desirable to further carry out and consummate the transactions contemplated by the Credit Documents, to cause the execution, delivery and performance of the Credit Documents to be duly authorized and to perfect or protect the Liens (and the priority status thereof) of the Lender on the Collateral.

ARTICLE 7. NEGATIVE COVENANTS.

Until termination of this Credit Agreement and payment and satisfaction of all Post-petition Obligations due hereunder, the Borrower shall comply with the following covenants:

7.1 Capital Expenditures.

The Borrower shall not make payments for Capital Expenditures in excess of \$50,000 in the aggregate from the Closing Date until the Expiration Date. The Borrower shall not make any Capital Expenditures that are not directly related to the business conducted on the Closing Date by the Borrower.

7.2 Additional Indebtedness.

The Borrower shall not directly or indirectly incur, create, assume or suffer to exist any Indebtedness other than:

- (A) Indebtedness under the Credit Documents;
- (B) Indebtedness incurred in the ordinary course of business; and
- (C) Pre-Petition Indebtedness.

7.3 Liens.

The Borrower shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on any of its property now owned or hereafter acquired except:

- (A) Liens granted to the Lender for the benefit of the Lender under the Credit Documents;  
and
- (B) Rights to payment by professionals as set forth in the definition of Permitted Expenses;
- (C) Easements, rights-of-way, restrictions and other similar encumbrances on title to, or restrictions on the use of, real property, that, in the aggregate, in the Lender's reasonable determination, are not substantial in amount and which do not materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower;
- (D) Pre-Petition Liens or liens granted in replacement thereof; and

(E) Extensions and renewals of any of the foregoing so long as such Liens apply to the same property previously subject thereto and are on terms and conditions not more restrictive in any material respect than the terms and conditions of the Liens extended or renewed.

7.4 Contingent Obligations.

Borrower shall not directly or indirectly incur, assume, or suffer to exist any Contingent Obligation.

7.5 Sale of Assets.

Notwithstanding any other provision of this Credit Agreement, the Borrower shall not, directly or indirectly, sell, lease, assign, transfer, liquidate, exchange or otherwise dispose of any assets outside of the ordinary course of business, except for the disposition of obsolete or worn out property. Proceeds will be applied to repay the Pre-Petition Obligations to the extent that Lender held a lien Pre-Petition on the assets so disposed of.

7.6 Investments.

Borrower shall not make any Investment other than:

(A) Cash Equivalents;

(B) Deposits with Lender, and

(C) Such other Investments as the Lender may approve in writing in the exercise of its sole discretion.

7.7 Bank Accounts.

Borrower shall not directly or indirectly, open, maintain or otherwise have any checking, savings or other accounts at any bank except Lender.

7.8 Application to the Bankruptcy Court.

Borrower shall not apply to the Bankruptcy Court for authority to (i) take any action that is prohibited by the terms of this Credit Agreement or the other Credit Documents, (ii) refrain from taking any action that is required to be taken by the terms of this Credit Agreement or the other Credit Documents or (iii) permit any Indebtedness or Claim to be pari passu with or senior to the Post-petition Obligations, except, prior to the occurrence of an Event of Default, for Permitted Pre-Petition Claim Payments and, after the occurrence of an Event of Default, Permitted Expenses shall be senior to the Post-petition Obligations.

7.9 Modifications to Interim Financing Order or Permanent Financing Order.


Borrower shall not consent to any amendment, supplement or other modification of any of the terms or provisions contained in, or applicable to the Interim Financing Order or the Permanent Financing Order.

## ARTICLE 8. EVENTS OF DEFAULT AND REMEDIES

### 8.1 Events of Default

The occurrence of any of the following events shall constitute an event of default (each an "Event of Default") hereunder and under the Pre-Petition Obligations:

(A) Failure to Pay. The Borrower shall fail to pay any Post-petition Obligation when the same shall become payable or shall fail to pay, within three (3) days after the same shall become payable, any Expenses.

(B) Breach of Material Covenants. The Borrower shall fail to comply with any material covenant contained in this Credit Agreement. AND FAILS TO CURE THE SAME WITHIN 15 DAYS AFTER OCCURRENCE. 

(C) Breach of Material Representation or Warranty. Any material representation or warranty made or deemed to be made by the Borrower in this Credit Agreement or in any other Credit Document (and in any statement or certificate given under this Credit Agreement or any other Credit Document), shall be false or misleading in any material respect when made or deemed to be made.

(D) Dissolution. The Borrower shall dissolve, wind up or cease its business operations.

(E) Change of Control. A Change of Control shall occur.

(F) Failure of Enforceability of Credit Documents; Security. Any covenant, agreement or obligation contained in or evidenced by any of the Credit Documents shall cease to be enforceable in accordance with their terms, or shall be determined to be unenforceable, in accordance with its terms; or, any Liens granted in any of the Collateral shall be determined to be void, voidable, invalid or unperfected, subordinated or not given the priority contemplated by this Credit Agreement.

(G) Material Adverse Effect. There shall occur any event that would have a Material Adverse Effect that has not been stayed as a consequence of the Chapter 11 case of the Borrower.

(H) Appointment of Trustee. A Trustee is appointed under section 1104(a) of the Bankruptcy Code in the Borrower's Chapter 11 case or the Bankruptcy Court otherwise enters such an order.

(I) Bankruptcy Court Orders. (i) The Interim Financing Order shall cease to be in full force and effect and the Permanent Financing Order shall not have been entered prior to such cessation, or (ii) the Permanent Financing Order shall fail to provide for the priority and security for the Post-Petition Obligations as set forth herein (iii) the Permanent Financing Order shall cease to be in full force and effect, or (iv) Borrower shall fail to comply with the terms of the Interim Financing Order or the Permanent Financing Order in any material respect, or (v) the Interim Financing Order or the Permanent Financing Order shall be amended, supplemented, stayed, reversed, vacated or otherwise modified (or the Borrower shall apply for authority to do so).

(J) Appointment of Examiner. An order appointing a responsible officer or an examiner with powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code or under



section 1106(b) of the Bankruptcy Code, in the Borrower's chapter 11 case or the Bankruptcy Court otherwise enters such an order.

(K) Plan of Reorganization. The Bankruptcy Court shall enter an order confirming a Plan of Reorganization in the Borrower's Chapter 11 case and such Plan of Reorganization shall not provide for the payment in full of all Pre-Petition Obligations and all amounts outstanding in connection with this Credit Agreement.

(L) Other Claims. There shall arise any other Claim having priority senior to or pari passu with the claims of the Lender under the Credit Documents or any other claim having priority over any and all administrative expenses of the kind specified in section 303(b) or 307(b) of the Bankruptcy Code (other than Permitted Expenses), or there shall arise any Lien on any property of the Borrower, except as expressly permitted under the terms of the Credit Documents; provided, however, that it will not constitute an Event of Default under this Section 9.1(o) if the Borrower immediately contests the priority treatment of such Claim with the Bankruptcy Court in good faith.

(M) Conversion of Chapter 11 Case. The Borrower files with the Bankruptcy Court seeking the entry of an order converting the Borrower's chapter 11 case to a case under chapter 7 of the Bankruptcy Code or the Bankruptcy Court enters an order dismissing the Borrower's chapter 11 case.

(N) Drafts under Existing Letters of Credit. In the event drafts under the Existing Letters of Credit are presented to lender for payment and the amounts of such drafts are not treated as Post-Petition Obligations, the presentation of such drafts shall be a material default hereunder.

## 8.2 Acceleration, Termination of Commitments and Cash Collateralization.

(A) Suspension of Additional Credit. If any Event of Default shall have occurred and be continuing or if a Default shall have occurred and be continuing, the Lender may determine not to make any Loans so long as that specific Default is continuing.

(B) Termination and Acceleration. If any Event of Default shall have occurred and be continuing, the Lender may immediately (i) terminate the ability of the Borrower under this Credit Agreement to borrow any further; (ii) declare all or any portion of the Post-petition Obligations to be immediately due and payable, all without presentment, demand, protest or further notice of any kind, all of which are expressly waived by the Borrower; and (iii) exercise any rights and remedies provided to the Lender under the Credit Documents and/or at law or equity; provided that the Lender may not exercise any of the rights and remedies referred to in clause (iii) above without first providing the Borrower, the United States Trustee and counsel for any statutorily appointed committee three (3) Business Days' prior written notice of its intent so to exercise; it being understood that during such three day period, the Borrower may seek a determination by the Bankruptcy Court whether an Event of Default has occurred.

(C) Automatic Stay. Upon the occurrence and during the continuation of an Event of Default, after three (3) business days written notice by the Lender to the Borrower, the automatic stay provided by Section 362 of the Bankruptcy Code shall be deemed automatically vacated without further order of the Bankruptcy Code and the Lender shall be immediately permitted to, inter alia, pursue any and all of their remedies and seek payment in respect of all Post-petition Obligations and Pre-Petition Obligations.

### 8.3 Right of Setoff.

In addition to and not in limitation of all rights of offset that any Lender may have under applicable law, upon the occurrence and during the continuance of any Event of Default, Lender shall have the right to setoff, appropriate and apply to the payment of the Post-petition Obligations of the Borrower except to the extent of Permitted Expenses all deposits and other deposit account balances and obligations then or thereafter owing by Lender to the Borrower; provided, that Lender may not exercise any such rights of setoff without first providing the Borrower, counsel to the Borrower, the United States Trustee and counsel for any statutorily appointed committee three (3) Business Days' prior written notice of its intent to so exercise; it being understood that during such three day period, the Borrower may seek a determination by the Bankruptcy Court whether an Event of Default has occurred.

### 8.4 Application of Proceeds; Surplus; Deficiencies.

The net cash proceeds resulting from the Lender's exercise of any of the foregoing rights against any Collateral (after deducting all of the Lender's Expenses related thereto) shall be applied by the Lender to the payment of the Post-petition Obligations and Pre-Petition Obligations, whether due or to become due. The Borrower shall remain liable to the Lender for any deficiencies, and the Lender in turn agrees to remit to the Borrower or its successors or assigns, any surplus resulting therefrom.

## ARTICLE 9. MISCELLANEOUS

### 9.1 GOVERNING LAW.

THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS CREDIT AGREEMENT AND THE REVOLVING NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

### 9.2 SUBMISSION TO JURISDICTION.

ALL DISPUTES AMONG THE BORROWER AND THE LENDER, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED BY THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT THE LENDER SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST THE BORROWER OR ITS RESPECTIVE PROPERTIES IN ANY LOCATION REASONABLY SELECTED BY THE LENDER IN GOOD FAITH TO ENABLE THE LENDER TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE LENDER. THE BORROWER WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE LENDER HAS COMMENCED A PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS.

### 9.3 JURY TRIAL.

THE BORROWER AND THE LENDER EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY. INSTEAD, ANY DISPUTES WILL BE RESOLVED IN A BENCH TRIAL.

9.4 LIMITATION OF LIABILITY.

LENDER SHALL HAVE NO LIABILITY TO THE BORROWER (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE) FOR LOSSES SUFFERED BY THE BORROWER IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS CREDIT AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A FINAL AND NONAPPEALABLE JUDGMENT OR COURT ORDER BINDING ON THE LENDER, THAT THE LOSSES WERE THE RESULT OF ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9.5 Delays.

No delay or omission of the Lender or the Lender to exercise any right or remedy hereunder shall impair any such right or operate as a waiver thereof.

9.6 Notices.

Except as otherwise provided herein, all notices and correspondences hereunder shall be in writing and sent by certified or registered mail, return receipt requested, or by overnight delivery service, with all charges prepaid, if to the Lender at Mid-State Bank, 1130 Twelfth Avenue, P. O. Box 2007, Altoona, PA 16603 Attention: Special Assets Department, and to Lender's counsel and if to the Borrower, then to Power Operating Co. Inc., Route 322 West, Philipsburg, PA 16866 Attention: Glyn Powell, and to Borrower's counsel, or by facsimile transmission, promptly confirmed in writing sent by first class mail, if to the Lender at (814) 946-6821 and Lender's counsel at (412)263-4369 and if to the Borrower at (814)342-6116 and Borrower's counsel at (302)656-8865. All such notices and correspondence shall be deemed given (i) if sent by certified or registered mail, three Business Days after being postmarked, (ii) if sent by overnight delivery service, when received at the above stated addresses or when delivery is refused and (iii) if sent by telex or facsimile transmission, when receipt of such transmission is acknowledged.

9.7 Assignments and Participations.

(A) Borrower Assignment. The Borrower shall have no right to assign this Credit Agreement, or any rights or obligations hereunder, without the prior written consent of the Lender.

(B) Lender Assignments. Lender may assign to one or more banks or other financial institutions all or a portion of its rights and obligations under this Credit Agreement and the other Credit Documents.

9.8 Indemnification.

The Borrower hereby indemnifies and agrees to defend and hold harmless the Lender and its parent Keystone Financial, Inc. and their respective directors, officers, agents, employees and counsel from and against any and all losses, claims, damages, liabilities, deficiencies, judgments or expenses incurred by any of them (except to the extent that it is finally judicially determined to have resulted from their own gross negligence or willful misconduct) arising out of or by reason of (a) any litigation, investigation, claim or proceeding which arises out of or is in any way related to (i) this Credit Agreement or the transactions contemplated hereby, (ii) any actual or proposed use by the Borrower of the proceeds of the Loans or (iii) the Lender's entering into this Credit Agreement, the other Credit Documents or any other agreements and documents relating hereto,

including, without limitation, amounts paid in settlement, court costs and the fees and disbursements of counsel incurred in connection with any such litigation, investigation, claim or proceeding or any advice rendered in connection with any of the foregoing and (b) any remedial or other action taken by the Borrower or Lender in connection with compliance by the Borrower, or any of their respective properties, with any federal, state or local environmental laws, acts, rules, regulations, orders, directions, ordinances, criteria or guidelines.

9.9 Lender Liability Release.

The Borrower and the Guarantors hereby release, and forever discharge Lender and its officers, employees, directors, agents and stockholders, of and from any and all actions, causes and causes of action, suits, debts, controversies, promises, damages, claims, and demands, whatsoever, at law or in equity, and particularly, without limiting the generality of the foregoing, all claims relating to in any way any credit transaction or other financial accommodation between Borrower and Lender, and any alleged promise of Lender to advance funds to Borrower, which Borrower and Guarantors and their respective heirs, personal representatives, successors, and assigns ever had, now have, or may in the future have, through and including the date of this Credit Agreement.

9.10 Amendments and Waivers.

No amendment or waiver of any provision of this Credit Agreement, including any part of Schedule B, or any other Credit Document shall be effective unless in writing and signed by the Borrower and Lender.

9.11 Counterparts and Effectiveness.

This Credit Agreement and any waiver or amendment hereto may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Credit Agreement shall become effective on the date on which the Interim Financing Order and Final Financing Order, as appropriate become effective, and all of the parties hereto shall have signed a copy hereof (whether the same or different copies) and shall have delivered the same to the Lender or, shall have given to the Lender written, telecopied or telex notice (actually received) at such office that the same has been signed and mailed to it.

9.12 Severability.

In case any provision in or obligation under this Credit Agreement or the other Credit Documents shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

9.13 Entire Agreement; Successors and Assigns.

This Credit Agreement and the other Credit Documents constitute the entire agreement among the Borrower, the Lender, supersede any prior agreements among them, and shall bind and benefit each of such Persons and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be executed and delivered in Philipsburg, Pennsylvania by their proper and duly authorized officers as of the date first set forth above.

POWER OPERATING CO., INC.

By: Glyn Powell

Title: President

POWELL U.S.A., INC.

By: Glyn Powell

Title: President

MID-STATE BANK AND TRUST COMPANY

By: James B. Galloway

Title: VICE PRESIDENT

Acknowledged, agreed and affirmed:

Glyn Powell  
GLYN POWELL

mpowell  
MARY POWELL

000545

ENTERED FOR RECORDING  
JOSEPH L. DAY, CLERK  
RECORDER OF DEEDS  
CENTRE COUNTY

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In Re:

POWELL U.S.A., INC. and  
POWER OPERATING CO., INC.,

Debtors.

Chapter 11

Case No. 98-1136 (PJW)

(Jointly Administered)

CERTIFIED:  
AS A TRUE COPY:

7/14/00

ATTEST:

DAVID D. BIRD, CLERK  
U.S. BANKRUPTCY COURT

By: *[Signature]*  
Deputy Clerk

**FINAL ORDER AUTHORIZING USE OF CASH COLLATERAL  
AND SECURED POSTPETITION FINANCING  
ON A SUPERPRIORITY BASIS UNDER 11 U.S.C. §§ 363 AND 364**

Upon the motion (the "Motion") dated May 27, 1998, of Powell U.S.A., Inc., a Delaware corporation, and Power Operating Co., Inc., a Pennsylvania corporation, as debtors and debtors in possession (the "Debtors"): (i) seeking this Court's authorization under §§ 363(c) and 364(c) of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code"), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") for the Debtor to, among other things: (a) use cash collateral of Mid-State Bank (the "Bank") and the Internal Revenue Service (the "IRS") within the meaning of § 363(a) of the Bankruptcy Code ("Cash Collateral"); (b) obtain postpetition financing (the "Postpetition Financing") up to an aggregate principal amount not to exceed \$989,209.80 from Mid-State Bank (the "Bank"), and for the Debtors to execute a Credit Agreement with respect thereto (as amended, restated or otherwise modified from time to time, the "Postpetition Credit Agreement" and, together with all collateral and ancillary documents at any time executed in connection with the Postpetition Credit Agreement, the "Postpetition Credit Documents"); (c) grant the Bank, under § 364(c) of the Bankruptcy Code, security interests in all of the Debtor's currently owned and after acquired property to secure the Debtor's obligations under the Postpetition Credit Documents; (d) grant the Bank

EXHIBIT

ALL-STATE LEGAL

priority in payment with respect to such obligations over any and all administrative expenses of the kinds specified in §§ 503(b) and 507(b) of the Bankruptcy Code other than as described in paragraph 7 below; and (e) grant the Bank and the IRS certain superpriority administrative expense claims and liens as adequate protection for the Debtors' use of Cash Collateral; (ii) seeking a preliminary hearing (the "Preliminary Hearing") on the Motion to consider entry of an interim order under Bankruptcy Rule 4001 (this "Order") authorizing the Debtor to use Cash Collateral and to borrow from the Bank under the Postpetition Financing up to an aggregate of \$769,400 on the Filing Date (as defined below) pending the Final Hearing; (iii) requesting that the Court confirm that the Bank has setoff the Debtors' bank accounts against the Prepetition Obligations prior to the attachment of any lien of the IRS; and (iv) requesting that a final hearing (the "Final Hearing") be scheduled by this Court to consider entry of this Order as a final order (the "Final Order"); and the Preliminary Hearing having been held before this Court on May 28, 1998 and the Final Hearing having been held on June 29, 1998; and upon the entire record made at the Final Hearing, and this Court having found good and sufficient cause appearing therefor;

**IT IS HEREBY FOUND that:**

A. On May 27, 1998 (the "Filing Date"), the Debtors filed voluntary petitions for relief with this Court under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Debtors are continuing in possession of their properties and are operating and managing their businesses as debtors in possession under §§ 1107 and 1108 of the Bankruptcy Code.

B. This Court has jurisdiction over the Chapter 11 Case and the Motion under 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2).

C. Prior to the Filing Date, Power entered into various financing arrangements and agreements (as amended, restated, supplemented or otherwise modified prior to the Filing Date, and together with collateral and ancillary documents executed in connection therewith, the "Prepetition Credit Documents"), with the Bank, providing for loans to the Debtor in the aggregate outstanding principal amount of \$6,791,467.24 as of the Filing Date (together with all interest, fees, expenses and other amounts owing under the Prepetition Credit Documents, the "Prepetition Obligations").

D. Without prejudice to the rights of any other party (but subject to the limitations described in paragraph 16, below), the Debtors admit that:

1. In accordance with the terms of the Prepetition Credit Documents, the Debtors are truly and justly indebted to the Bank, without defense, counterclaim or offset of any kind, and that as of the Filing Date (i) the Debtors were liable to the Bank in the aggregate principal amount of \$6,791,467.24 under the Prepetition Credit Agreement, together with interest accrued and unpaid thereon, and (ii) the Debtors were contingently liable to the Bank in the aggregate principal amount of \$3,541,603 with respect to letters of credit issued under the Prepetition Credit Agreement and that remained outstanding as of the Filing Date (the "Letters of Credit"); and

2. The Prepetition Obligations are secured by valid, perfected, enforceable and unavoidable liens and security interests granted by the Debtors to the Bank, upon and in substantially all of the Debtors' assets and property (including the setoff rights described below, the "Prepetition Collateral"), including without limitation, real property, mineral rights, equipment, inventory, accounts receivable, instruments, chattel paper and general intangibles, and the proceeds



and products thereof. Substantially all cash of the Debtors now in existence or hereafter acquired constitutes the Cash Collateral of the Bank.

E. The Debtors do not have sufficient available sources of working capital and financing to carry on the operation of their business without the Postpetition Financing and use of Cash Collateral. The ability of the Debtors to pay employees, maintain business relationships with suppliers, and otherwise finance operations, is essential to the Debtors' ability to maximize the value of their estates to the benefit of all of the Debtors' creditors. In addition, the Debtors' need for financing and their need to use Cash Collateral is immediate and critical. In the absence of the Postpetition Financing and the ability to use Cash Collateral, the continued operation of the Debtors' business would not be possible, and serious and irreparable harm to the Debtors and their estates would occur.

F. Given the Debtors' current financial condition and capital structure, the Debtors are unable to sustain their operations with the use of Cash Collateral alone and are unable to obtain unsecured credit allowable under § 503(b)(1) of the Bankruptcy Code as an administrative expense. Financing on a postpetition basis is not otherwise available without the Debtors granting, under § 364(c)(1) of the Bankruptcy Code, claims having priority over any and all administrative expenses of the kinds specified in §§ 503(b) and 507(b) of the Bankruptcy Code, other than as described below, and securing such obligations with the security interests in and the liens upon the property described below under § 364(c) of the Bankruptcy Code.

G. Notice of the Final Hearing and the relief requested in the Motion has been given to: (i) the office of the United States Trustee; (ii) the creditors holding the 20 largest unsecured claims against the Debtor; (iii) Mid-State Bank; (iv) counsel to the Official Committee of Unsecured

Creditors, (v) all parties requesting notices pursuant to Fed.R.Bankr.P. 2002, and (vi) the Internal Revenue Service. Notice of the Final Hearing and the relief requested in the Motion has been given under §§ 102(1), 363(c) and 364(c) of the Bankruptcy Code and Bankruptcy Rules 2002 and 4001 as provided in the Motion.

H. Based on the record before this Court, it appears that the Postpetition Financing has been negotiated in good faith and at arms-length between the Debtors and the Bank, and any loan made to the Debtors under the Postpetition Credit Agreement is deemed to have been made in good faith within the meaning of § 364(e) of the Bankruptcy Code.

I. The Internal Revenue Service (the "IRS") has released its pre-petition levy on the bank accounts of the Debtors.

J. Based on the record before this Court, it appears that the terms of the Postpetition Financing are fair and reasonable, reflect the Debtors' exercise of prudent business judgment and are supported by fair consideration.

Based upon the foregoing findings and conclusions, and upon the record made before this Court at the Preliminary Hearing, and good and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED that:**

1. The Motion is granted, subject to the terms and conditions set forth in this Order.
2. The Debtors are authorized to use Cash Collateral.
3. The Debtors are authorized to execute and deliver the Postpetition Credit Agreement and any other Postpetition Credit Documents. The Debtors are authorized to perform all of the terms and conditions contained in the Postpetition Credit Documents. All loans made under

the Postpetition Credit Agreement (the "Loans") and interest thereon, and all fees, costs, expenses, indebtedness, obligations and liabilities of the Debtors to the Bank under or in respect of the Postpetition Credit Documents and this Order, are referred to as the "Postpetition Obligations."

4. The Debtors are expressly authorized to borrow from the Bank, on the terms and subject to the conditions set forth in the Postpetition Credit Documents and this order, a total of \$989,209.80 of Loans (comprising a cash advance of \$719,809.80 and the issuance on the Debtors' behalf of a \$269,400 letter of Credit). The Debtors are authorized to use the proceeds of the Loans in the operation of the Debtors' businesses.

5. If an Event of Default (as defined in the Postpetition Credit Agreement) occurs, the Bank may terminate the Postpetition Financing (the date of any such termination, the "Termination Date"), and the automatic stay under § 362(a) of the Bankruptcy Code will be deemed automatically lifted and modified without further order of this Court (subject to the provisions of paragraph 11 below), to permit the Bank to exercise any and all of its rights and remedies under the Postpetition Credit Agreement, the other Postpetition Credit Documents and this Order. Notwithstanding anything in this Order to the contrary, no Loans, Cash Collateral or any portion of the Carve-Out (as defined below) may be used to object to or contest in any manner, or raise any defenses to, the validity, perfection, priority or enforceability of the Prepetition Obligations, the Postpetition Obligations or the liens securing the same, or to assert any claims or causes of action against the Bank.

6. In accordance with § 364(c)(1) of the Bankruptcy Code, subject to paragraph 7 below, the Post-Petition Obligations will constitute claims (the "Superpriority Claims") with priority in payment over any and all administrative expenses of the kinds specified or ordered under any

provision of the Bankruptcy Code, and will at all times be senior to the rights of the Debtors, and any successor trustee or any creditor, in the Chapter 11 Cases or any subsequent proceedings under the Bankruptcy Code, subject only to the Carve-Out. No cost or expense of administration under the Bankruptcy Code, including those resulting from the conversion of the Chapter 11 Cases under § 1112 of the Bankruptcy Code, will be senior to, or pari passu with, the Superpriority Claims of the Bank arising out of the Post-Petition Obligations, subject only to the Carve-Out. As long as no Event of Default or Default (as defined in the Postpetition Credit Agreement) has occurred, the Debtors will be permitted to pay compensation and reimbursement of expenses allowed and payable under §§ 330 and 331 of the Bankruptcy Code.

7. As security for the Postpetition Obligations, and as provided in the Postpetition Credit Documents, the Bank is granted (effective upon the date of this Order and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or otherwise), valid and perfected security interests in, and liens upon (collectively, the "Postpetition Liens"), all present and after-acquired personal and real property of the Debtors of any nature whatsoever, wherever located (collectively with all proceeds and products of any or all of the foregoing, whether or not the underlying Prepetition Liens are valid, the "Postpetition Collateral"), as follows:

(i) under § 364(c)(2) of the Bankruptcy Code, a first priority, perfected Lien upon all of the Debtors' right, title and interest in, to and under all Postpetition Collateral that is not otherwise encumbered by a validly perfected lien or security interest, including without limitation, all personal and real property (excluding all causes of action arising under Chapter 5 of the Bankruptcy Code and the proceeds thereof); and

(ii) under § 364(c)(3) of the Bankruptcy Code, a second priority, perfected Lien upon all of the Debtor's right, title and interest in, to and under all Postpetition Collateral which is subject to a validly perfected security interest or lien in existence as of the Filing Date junior to such validly perfected liens or security interests.

8. Notwithstanding any provision of this Order or the Postpetition Credit Agreement to the contrary, the Postpetition Liens and Superpriority Claims granted to the Bank under this Order are subject and subordinate only to (i) following the occurrence and during the pendency of a Default or an Event of Default, the payment of allowed professional fees and disbursements incurred by the professionals retained under §§ 327 or 1103(a) of the Bankruptcy Code by the Debtors and any creditors' committee appointed in the Chapter 11 Cases, in an aggregate amount not to exceed \$500,000, and (ii) quarterly fees required to be paid under 28 U.S.C. § 1930(a)(6) and any fees payable to the Clerk of the Bankruptcy Court and any agent thereof (collectively, the "Carve-Out"); provided, however, that the Carve-Out will not include professional fees and disbursements incurred in connection with asserting any claims or causes of action against the Bank, including formal discovery proceedings in anticipation thereof, or challenging any lien of the Bank.

9. Except as otherwise agreed by the Bank in writing, the Debtors will not assert a claim under § 506(c) of the Bankruptcy Code for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the Bank upon the Postpetition Collateral. In no event will the Bank be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any Postpetition Collateral. The Bank is not required to file or serve financing statements, notices of lien or similar instruments which otherwise may be required under federal or state law in any jurisdiction, or take any action, including taking possession, to validate and

perfect the Postpetition Liens. If, however, the Bank, in its sole discretion, determines to file any such financing statements, notices of lien or similar instruments, or to otherwise confirm perfection of such Postpetition Liens, the Debtors are directed to cooperate with and assist in such process, the stay imposed by § 362(a) of the Bankruptcy Code is lifted by this order to allow the filing and recording of a certified copy of this order or any such financing statements, notices of lien or similar instruments, and all such documents are deemed to have been filed or recorded at the time of and on the date of this Order.

10. As adequate protection to the Bank for the Debtor's use of the Bank's Cash Collateral:

a. The Bank is hereby granted, to the extent, and only to the extent of any post-petition use of Cash Collateral of the Bank and any diminution (without duplicating the foregoing) in the value of the otherwise allowable prepetition secured claims of the Bank as determined under section 506(a) as of the Petition Date (collectively, the "Bank Cash Collateral Claim"), (a) a superpriority administrative expense claim having priority over any and all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, subject and subordinate only to the Carve-Out and the Postpetition Obligations, and (b) subject and subordinate only to the Carveout, the Postpetition Obligations and Permitted Liens (as defined in the Credit Agreement):

(1) a first priority, perfected lien upon all of the Debtors' right, title and interest in, to and under all Postpetition Collateral that is not otherwise encumbered by a validly perfected lien or security interest, including without limitation, all personal and real property (excluding the proceeds of all causes of action arising under the Bankruptcy Code); and

(2) a second priority, perfected Lien upon all of the Debtor's right, title and interest in, to and under all Postpetition Collateral which is subject to a validly perfected security interest or lien in existence as of the Filing Date junior to such validly perfected liens or security interests.

11. As long as any portion of the Postpetition Obligations remains unpaid, upon the occurrence of and during the continuance of an Event of Default under the Postpetition Credit Agreement, the Bank may exercise rights and remedies and take all or any of the following actions without further modification of the automatic stay under § 362 of the Bankruptcy Code (which is deemed modified and vacated by this Order to the extent necessary to permit such exercise of rights and remedies and the taking of such actions) or further order of or application to this Court: (i) cease to make Loans to the Debtor; (ii) declare the Postpetition Obligations to be due and payable; (iii) to the extent of the Postpetition Obligations, set-off amounts in any of the Debtors' accounts maintained with Bank or otherwise enforce rights against any other Postpetition Collateral in the possession of the Bank; or (iv) take any other action or exercise any other right or remedy permitted to the Bank under the Postpetition Credit Documents or Prepetition Credit Documents, this order or by operation of law; provided, however, that the Bank may take the actions described in clauses (iii) or (iv) above only after providing five business days' prior written notice to the Debtors, the United States Trustee and any statutory committee of creditors appointed in the Chapter 11 Cases; it being understood that during such five day period, the Debtors may seek a determination by this Court whether an Event of Default has occurred.

12. The Debtors are authorized to perform all acts, and execute and comply with the terms of such other documents, instruments and agreements in addition to the Postpetition Credit

Documents, as the Bank may reasonably require to effectuate the terms and conditions of this Order and the Postpetition Credit Documents. The Debtors and the Bank are authorized to implement any non-material modifications of the Postpetition Credit Agreement without further order of this Court.

13. The Bank is entitled to the full protection of § 364(e) of the Bankruptcy Code with respect to the Postpetition Obligations and the Postpetition Liens created or authorized by this Order in the event that this Order or any authorization contained in this Order is stayed, vacated, reversed or modified on appeal. Notwithstanding any such stay, modification, reversal or vacation, all Postpetition Obligations incurred by the Debtors under this Order and the Postpetition Credit Agreement prior to the effective date of such stay, modification, reversal or vacation will be governed in all respects by the original provisions of this Order and the Bank will be entitled to all the rights, privileges and benefits, including, without limitation, the security interests and priorities granted in this Order with respect to all such Postpetition Obligations.

14. The provisions of this Order and any actions taken under this Order will survive entry of any order which may be entered (i) confirming any plan of reorganization in the Chapter 11 Cases (and, to the extent not satisfied in full, the Postpetition Obligations will not be discharged by the entry of any such order or, under § 1141(d)(4) of the Bankruptcy Code, the Debtors having waived such discharge by this Order), (ii) converting the Chapter 11 Cases to a chapter 7 case or (iii) dismissing the Chapter 11 Cases, and the terms and provisions of this Order as well as the Superpriority Claims and Postpetition Liens granted under this Order will continue in full force and effect notwithstanding the entry of such order, and such Superpriority Claims and Postpetition Liens will maintain their priority as provided by this Order until all of the Postpetition Obligations are indefeasibly paid in full and discharged.



15. Entry of this Order is without prejudice to any and all rights, remedies, claims and causes of action which the Bank may have against the Debtors or third parties, and without prejudice to the right of the Bank to seek relief from the automatic stay in effect under § 362 of the Bankruptcy Code, or any other relief in the Chapter 11 Cases, and the rights of the Debtors or any other party to oppose any such relief. The provisions of this Order are binding upon and inure to the benefit of the Bank, the Debtors and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in the Chapter 11 Cases as a legal representative of the Debtors or their estates.

16. Any party in interest in these cases, (other than the Debtors, who are deemed to have admitted the validity, extent and priority of the Bank's Prepetition Obligations and the liens securing the same, as set forth herein) shall have until August 31, 1998 to file any complaint contesting the validity, extent or priority of the Bank's Prepetition Obligations and the liens securing the same, as set forth herein, failing which such claims shall be forever barred.

17. The Bank shall conclusively be deemed to have effectuated the Setoff (as defined in the Motion) prior to the attachment of any liens asserted by the IRS in the Debtors' prepetition bank accounts.

18. Notwithstanding anything to the contrary contained in the Credit Agreement, draws of up to \$600,000 in the aggregate under the Letters of Credit shall not constitute an Event of Default under the Prepetition Credit Documents and Postpetition Credit Documents, but such draws instead shall be deemed to be Postpetition Obligations secured by the Postpetition Liens and Superpriority Claims granted herein to the same extent and with the same priority as all other

Postpetition Obligations. All draws in excess of \$600,000 shall be Events of Default under the Prepetition Credit Documents and Postpetition Credit Documents.

Dated: Wilmington, Delaware  
July 22 1998

  
UNITED STATES BANKRUPTCY JUDGE

WL: #38879 v5 (TZZ011.WPD)

Recorded in Centre County Recorders Office  
In Rec Book 1167 Page 959 This 12 Day of  
July AD 20 00. Witness my hand & seal of  
office. Joseph R. Davidson Recorder

**VERIFICATION**

I, GARY M. GOLDEN, Vice President of Manufacturers and Traders Trust Company, verify that the statements made in the foregoing **COMPLAINT IN MORTGAGE FORECLOSURE** are true and correct to the best of my knowledge and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. Section 4904 relating to unsworn falsification to authorities.

  
**GARY M. GOLDEN****Manufacturers and Traders Trust Company**

FILED

OCT 23 2000

William A. Shaw  
Prothonotary

Three (3) Ent to Attys

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS :  
TRUST COMPANY (M&T) is the :  
Successor in interest by merger to :  
KEYSTONE FINANCIAL BANK, N.A., : CIVIL DIVISION  
(KEYSTONE) Formerly known as :  
MID-STATE BANK AND TRUST : NO. 00-1303-CD  
COMPANY, :  
Plaintiff :  
vs. :  
POWER OPERATING CO., INC. a/k/a :  
POWER LAND CO. a/k/a POWER :  
LAND CO., INC. :  
AND :  
THE UNITED STATES OF AMERICA, :  
INTERNAL REVENUE SERVICE :  
Defendants :

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF BLAIR : SS

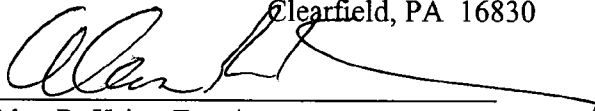
I, Alan R. Krier, Esquire, as counsel for Plaintiff, **MANUFACTURERS AND TRADERS TRUST CO. (M&T) Successor in interest by merger by KEYSTONE FINANCIAL BANK, N.A., (KEYSTONE) formerly known as MID-STATE BANK & TRUST COMPANY**, in the above action, being duly sworn according to law, depose and say that a Rule to Show Cause was served upon all counsel of record and/or parties of interest by depositing same in the United States Mail, postage prepaid at Altoona, Pennsylvania on this 27<sup>th</sup>, day of April, 2001, and addressed as follows

Christine Shubert, Trustee, for  
Power Operating Co., Inc. a/k/a Power Land Co.  
c/o Jerrod N. Poslusny, Jr., Esquire  
COZEN & O'CONNOR  
457 Haddonfield Road  
Cherry Hill, NJ 08002-2220

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Dept. 280946  
Harrisburg, PA 17128-0946  
ATTN: Dorothy A. Totton

Chester Hawkins, Sheriff  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830

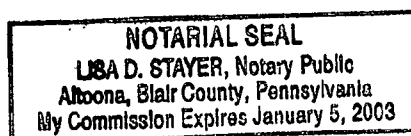
Peter F. Smith, Esquire  
P.O. Box 130  
30 S. Second Street  
Clearfield, PA 16830


  
Alan R. Krier, Esquire  
Attorney for Plaintiffs

**FILED**

APR 30 2001  
m/8:30 AM  
William A. Shaw  
Prothonotary

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 27<sup>th</sup> DAY  
OF April, 2001.  
NOTARY PUBLIC



no c/c  


**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

Manufacturers and Traders Trust Company (M&T),  
Keystone Financial Bank, N.A. (Keystone),  
Mid-State Bank and Trust Company,

**COPY**

Vs.

NO.: 2000-01303-CD

Power Operating Co., Inc., a/k/a Power Land Co.,  
a/k/a Power Land Co., Inc. and  
United States of America Internal Revenue Service,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MANUFACTURERS AND TRADERS TRUST COMPANY (M&T), KEYSTONE FINANCIAL BANK, N.A. (KEYSTONE), MID-STATE BANK AND TRUST COMPANY, , Plaintiff(s) from POWER OPERATING CO., INC., UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, POWER LAND CO., POWER LAND CO., INC., , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Exhibit "A"

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$8,885,781.10  
INTEREST Plus interest from 2/24/00 at rate specified in  
mortgage and note.  
PROTH. COSTS \$  
ATTY'S COMM \$  
DATE 01/18/2001

PAID \$120.00  
SHERIFF \$

OTHER COSTS \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Alan Krier, Esquire

FILED

JAN 18 2001

01/18/2001  
William A. Shaw  
Prothonotary

*Le writes to Shaw*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants

CIVIL DIVISION

NO. 00-1303-CD

**PRAECIPE FOR ENTRY OF  
DEFAULT JUDGMENT**

Filed on behalf of M & T Bank,  
Plaintiff

Filed by:

M. David Halpern  
P.A. I.D.# 01570  
Alan R. Krier, Esquire  
P.A. I.D. #06672

Attorneys for Plaintiff,  
**M&T Bank**  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

**FILED**

DEC 20 2000

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS :	:	
TRUST COMPANY (M&T) is the	:	
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	CIVIL DIVISION
(KEYSTONE)Formerly known as	:	
MID-STATE BANK AND TRUST	:	NO. 00-1303-CD
COMPANY,	:	
Plaintiff	:	
vs.	:	
	:	<b>PRAECIPE FOR ENTRY OF</b>
	:	<b>DEFAULT JUDGMENT</b>
POWER OPERATING CO., INC. a/k/a	:	
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	
INTERNAL REVENUE SERVICE	:	
Defendants.	:	Mortgage Foreclosure

TO THE PROTHONOTARY:

Please enter judgment by default in favor of the above-named Plaintiff and against Defendant **POWER OPERATING CO., INC. a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC.**, in the amount of EIGHT MILLION EIGHT HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS AND TEN CENTS (\$8,885,781.10) as follows:

Unpaid principal balance under the \$5,000,000 Note	\$ 708,963.92
Accrued but unpaid interest through 2/24/00	\$ 132,651.57
SUB-TOTAL:	\$ 841,615.49
Unpaid principal balance under the \$5,775,252.31 Note	\$5,488,645.82
Accrued but unpaid interest through 2/24/00	\$1,324,365.88
SUB-TOTAL:	\$6,813,011.70
Unpaid principal under the Post-Petition Credit Agreement	\$1,231,159.91
SUB-TOTAL:	\$1,231,159.91
<b>GRAND TOTAL:</b>	<b>\$8,885,781.10</b>

(Plus interest from 2/24/00 at rate specified in mortgage and note)

I hereby certify that pursuant to Pa.R.C.P. 237.1, written notice of intention to file this Praecipe was mailed to the Defendant after the failure to plead to the Complaint in the action within the required time, and least ten (10) days prior to the date hereof. A copy of said notice is attached hereto as Exhibit "A."

Respectfully submitted,

**JUBELIRER, GAROTHERS, KRIER & HALPERN**

By: 

Alan R. Krier, Esquire

P.A. I.D. #06672

M. David Halpern, Esquire

P.A. I.D.# 01570

Attorneys for Plaintiff,

**M&T Bank**

Park View Center

Ten Sheraton Drive

P.O. Box 2024

Altoona, Pennsylvania 16603

(814) 943-1149

Dated: December 20, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T) is the  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants

CIVIL DIVISION

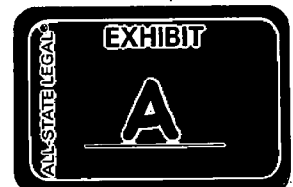
NO. 00-1303-CD

NOTICE OF DEFAULT JUDGMENT

Filed on behalf of Keystone Financial  
Bank, N.A., Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
KEYSTONE FINANCIAL BANK, N.A.  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS :

TRUST COMPANY (M&T) is the  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants

CIVIL DIVISION

NO. 00-1303-CD

NOTICE OF DEFAULT JUDGMENT

TO: Power Operating Co., Inc.  
a/k/a Power Land Co.  
a/k/a Power Land Co., Inc.  
P.O. Box 25  
Osceola Mills, PA 16666

Jerrold N. Poslusny, Jr.  
Cozen and O'Connor  
Liberty View, Suite 300  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220

DATE OF THIS NOTICE: December 5, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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 HELP.

David S. Melholick  
Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, Pennsylvania 16830

JUBELIRER, CAROTHERS, KRIER & HALPERN

By:

  
Alan R. Krier, Esquire

**CERTIFICATE OF SERVICE**

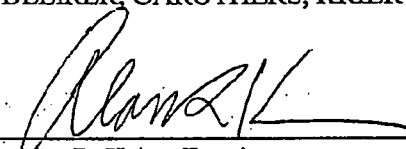
I HEREBY CERTIFY that a true and correct copy of the foregoing **NOTICE OF DEFAULT JUDGMENT** was served on all counsel of record and parties of interest by depositing same in the United States Mail, Certified Mail, Return Receipt Requested, postage pre-paid at Altoona, Pennsylvania on this 5th day of December, 2000 and addressed as follows:

Power Operating Co., Inc.  
a/k/a Power Land Co.  
a/k/a Power Land Co., Inc.  
P.O. Box 25  
Osceola Mills, PA 16666

Jerrold N. Poslusny, Jr. Esquire  
Cozen and O'Connor  
Liberty View, Suite 300  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: \_\_\_\_\_

  
Alan R. Krier, Esquire  
ATTORNEY FOR PLAINTIFF

Law Offices of  
JUBELIRER, CAROTHERS, KRIER & HALPERN  
PARK VIEW CENTER  
10 SHERATON DRIVE  
POST OFFICE BOX 2024  
ALTOONA, PA 16603

FILE COPY

ROBERT C. JUBELIRER  
ALAN R. KRIER  
M. DAVID HALPERN  
JANE L. CAROTHERS

TELEPHONE: (814) 943-1149  
FAX: (814) 946-8788

KATHY J. MAUK  
JAMES R. CAROTHERS

WEB SITE: [www.lawyers.com/jckhlaw](http://www.lawyers.com/jckhlaw)  
E-MAIL: [jckh@penn.com](mailto:jckh@penn.com)

December 5, 2000

OF COUNSEL:  
RICHARD A. CAROTHERS

Power Operating Co., Inc.  
a/k/a Power Land Co.  
a/k/a Power Land Co., Inc.  
P.O. Box 25  
Osceola Mills, PA 16666

Jerrold N. Poslusny, Jr. Esquire  
Cozen and O'Connor  
Liberty View, Suite 300  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220

**RE: *Manufacturers and Traders Trust Company v.  
Power Operating Co., Inc. et al.  
No. 00-1303-CD***

Dear Sirs:

Enclosed please find the Notice of Default Judgment in the above referenced matter. If you have any questions, please feel free to contact my office.

Sincerely,

JUBELIRER, CAROTHERS, KRIER & HALPERN

15. 

Alan R. Krier

ARK/blr  
Enclosure

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing **Praecipe for Entry of Default Judgment** was served on all counsel of record and parties of interest by depositing same in the United States Mail, Certified Mail, Return Receipt Requested, postage pre-paid at Altoona, Pennsylvania on this 20th day of December, 2000 and addressed as follows:

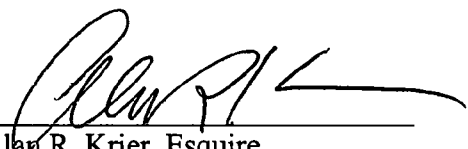
Power Operating Co., Inc.  
a/k/a Power Land Co.  
a/k/a Power Land Co., Inc.  
P.O. Box 25  
Osceola Mills, PA 16666

Jerrold N. Poslusny, Jr. Esquire  
Cozen and O'Connor  
Liberty View, Suite 300  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220

United States of America  
Internal Revenue Service  
c/o Attorney General's Office  
10<sup>th</sup> & Constitutional Avenue, N.W.  
Washington, D.C.

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

By: \_\_\_\_\_

  
Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern, Esquire  
P.A. I.D.# 01570  
Attorneys for Plaintiff,  
**M&T Bank**  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

FILED

E  
WMS

DEC 20 2000

0/2:25/wms

William A. Shaw

Prothonotary

PD

12-19-00

1 COPY TO ATTY.

NOTICE W/ COPY OF PARCEL TO  
POWER



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

MANUFACTURERS AND TRADERS TRUST COMPANY

(M&T) Successor in interest by merger to

KEYSTONE FINANCIAL BANK, N.A. (KEYSTONE)

vs.

Plaintiff,

NO. 00-1303-CD

POWER OPERATING CO., INC. a/k/a POWER LAND

CO., a/k/a POWER LAND CO., INC. and UNITED STATES

OF AMERICA, INTERNAL REVENUE SERVICE,

Defendants..

TO: POWER OPERATING CO., INC., a/k/a POWER LAND CO.,

a/k/a POWER LAND CO., INC.

Notice is hereby given that a judgment of by default has been entered  
in the above captioned matter pursuant to Order/Praecipe dated December  
20, 2000. A copy of said document is hereby attached.

Judgment entered of record December 20, 2000.

Sincerely,

William A. Shaw  
Prothonotary

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

MANUFACTURES AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY

Plaintiffs (s)

Docket: 282

No.: 2000-1303-CD

Real Debt: \$8,885,781.10

Atty's Comm:

Vs.

Costs: \$

Int. From:

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER LAND  
CO., INC.

and

THE UNITED STATE OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendant (s)

Entry: \$20.00

Instrument: DEFAULT JUDGMENT

Date of Entry: DECEMBER 20, 2000

Expires: DECEMBER 20, 2005

Certified from the record this 20th day of December, 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

MANUFACTURERS AND TRADERS TRUST COMPANY  
(M&T), successor in interest by merger  
to KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as MID-STATE  
BANK AND TRUST COMPANY

versus

POWER OPERATING CO., INC., a/k/a  
POWER LAND CO., a/k/a POWER LAND  
CO., INC.

## In the Court of Common Pleas

of the County of CLEARFIELD

### Statement of Judgment

of

Term, ~~19~~ 00-1303

No.

Real Debt, - - - - - \$ 8,885,781.10

Int. from

Costs, - - - - -

Entered and filed

00 1303 00

**Know all Men by these Presents,** that MANUFACTURERS AND TRADERS TRUST COMPANY (M&T), Successor in interest by merger to KEYSTONE FINANCIAL BANK, N.A. (KEYSTONE), formerly known as MID-STATE BANK AND TRUST COMPANY, the plaintiff named in the above entitled judgment, for and in consideration of the sum of One Dollar, lawful money of the United States to it paid by the defendant above named, the receipt whereof is hereby acknowledged, do hereby forever acquit, exonerate, discharge and release from the lien of the above entitled judgment, the following described property, to wit:

ALL that certain piece or parcel of land situate, lying and being in Gulich Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point located in the center line of State Route No. S.R. 0453, and being located for reference North Fifty-two degrees Forty-eight minutes Zero seconds East (N 52° 48' 00" E) a distance of One Hundred Four and Sixty-seven hundredths (104.67') feet from a stone monument originally the Southerly corner of the Christopher Hager Warrant (now Power Operating Co., Inc, D.B. 758, Page 255, Tax Parcel No. L16-000-172), and being on line of the Houtzdale Water Co. (D.B. 485, Page 372, Tax Parcel No. L17-000-22); thence along said center line the following courses and distances: 1. North Forty degrees Thirty-three minutes Twenty-five seconds West (N 40° 33' 25' W) a distance of Eighty-three and Eighty-two hundredths (83.82') feet to a point; 2. North Forty degrees Forty-four minutes Seventeen seconds West (N 40° 44' 17" W) a distance of One Hundred Eighty-two and thirty-seven hundredths (182.37') feet to a point; 3. North Forty-three degrees Twenty-four minutes Three seconds West (N 43° 24' 03" W) a distance of Seventy-one and Ninety-five hundredths (71.95') feet to a point; 4. North Forty-eight degrees Seventeen minutes Fifty-two seconds West (N 48° 17' 52" W) a distance of Eighty-three and Fifty-three hundredths (83.53') feet to a point; 5. North Fifty-two degrees Thirty minutes Forty seconds West (N 52° 30' 40" W) a distance of Seventy-one and Thirty-two hundredths (71.32') feet to a point; 6. North Fifty-seven degrees Sixteen minutes Forty-seven seconds West (N 57° 16' 47" W) a distance of One Hundred Twenty-five and Twelve hundredths (125.12') feet to a point; thence leaving said center line of S.R. 0453 and passing through a utility pole at Twenty-eight and Fifty-two hundredths (28.52') feet, and through said lands of Power Operating Co., Inc., North Fifty-two degrees Forty-eight minutes Zero seconds East (N 52° 48' 00" E) a distance of Seven Hundred Seventy-three and Sixty-seven hundredths (773.67') feet to an iron pin; thence through said lands of Power Operating Co., Inc., South Forty-four degrees Five minutes Twenty-two seconds East (S 44° 5' 22" E) a distance of Six Hundred Nine and Ninety-one hundredths (609.91') feet to an iron pin set on line of said lands of the Houtzdale Water Co.; thence along said lands of Houtzdale Water Co. and passing over an iron near State Route No. S.R. 0453 set at Thirty and Zero hundredths (30.00') feet from the center line,

**CONTINUED** And it is further agreed, that the plaintiff above named will not look to the said above mentioned and described premises, or any part thereof, for payment of any part of the principal and interest of said above entitled judgment, now or hereafter to become due, or in any way disturb, molest, put to charge or damage, the present or any future owner or owners, occupier or occupiers of the said above mentioned and described premises, or any part or portion thereof, for or by reason of the said judgment, or any matter, cause or thing thence accruing or to arise: Provided, that nothing herein contained shall affect the said judgment or its legal validity so far as respects all other lands and tenements of the said defendant

No. \_\_\_\_\_ Term, 19 \_\_\_\_\_

MANUFACTURERS AND TRADERS TRUST COMPANY  
(M&T), Successor in interest by merger  
to KEYSTONE FINANCIAL BANK, N.A.  
(KEYSTONE), formerly known as MID-STATE  
BANK AND TRUST COMPANY  
267346

POWER OPERATING CO., INC., a/k/a POWER  
LAND CO., a/a POWER LAND CO., INC.

### Release from Lien of Judgment

Upon Premises in Gulich Township,  
Clearfield County, Pennsylvania

Entered and filed \_\_\_\_\_ 19 \_\_\_\_\_

Prothonotary

Attorney



**RONALD E. ARCHER**  
ATTORNEY AT LAW  
HOUTZDALE, PENNSYLVANIA

My Commission Expires \_\_\_\_\_

and acknowledged the foregoing Indenture to be  
act and deed, and desired the same to  
be recorded as such.  
Witness my hand and official seal, the day and year aforesaid.

before me,  
came the above named

On this \_\_\_\_\_ day of \_\_\_\_\_

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_  
ss: }

My Commission Expires \_\_\_\_\_

NOTARIAL SEAL  
GRACE E. CARR, Notary Public  
Horsesham Twp., Montgomery County  
My Commission Expires Jan. 7, 2003

*Grace E. Carr*

situate in the County aforesaid which are not herein expressly exonerated therefrom.

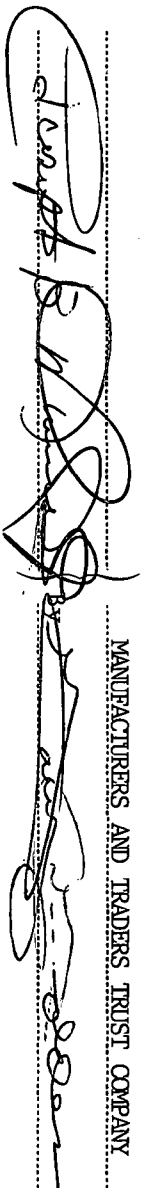


In Witness Whereof,

**FILED**

MAR 19 2001

William A. Shaw  
Prothonotary

MANUFACTURERS AND TRADERS TRUST COMPANY

STATE OF Deer  
County of Montgomery } ss:

On this 1st day of March 19 2001

before me, Grace E. Lan  
came the abode named GARY M. Golden

and acknowledged the foregoing Indenture to be his act and deed, and desired the same to  
be recorded as such. Witness my hand and official seal the day and year aforesaid

c. A

South Fifty-two degrees Forty-eight minutes Zero seconds West (S 52° 48' 00" W) a distance of Seven Hundred Forty-five and Three hundredths (745.03') feet to a point in the said center line of S.R. 0453 and marking the place of beginning.

**CONTAINING** 10.284 acres gross, and 10.000 acres net as shown on a plan prepared by Stephen W. Norfolk P.L.S., entitled "Power Operating Company, Inc. Subdivision", dated February 23, 2000. Said subdivision map being entered for record in Clearfield County Map File No. 2203, on December 19, 2000, and having Clearfield County Instrument File No. 200018588.

**EXCEPTING AND RESERVING** unto said Grantor, its successors and assigns, forever, all coal, clay, iron and other hard minerals, all natural gas, and other gaseous minerals, and all oil and petroleum and liquid minerals.

The above judgment having been entered to Mortgage Foreclosure Action No. 00-1303 covering the mortgage entered in Clearfield County Deeds and Records Volume 1767, Page 62.

4. 2

FILED

MAR 19 2001  
011.487  
William A. Shaw  
Prothonotary

Anders  
Pd \$7.00  
E  
Key





In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10330

MANUFACTURERS AND TRADERS TRUST COMPANY

00-1303-CD

VS.

POWER OPERATING CO. INC. A/K/A POWER LAND CO.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 30, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON UNITED STATES OF AMERICA, I.R.S., DEFENDANT BY CERT. MAIL # 7000 0600 0023 2701 1748 AT C/O ATTORNEY GENERAL OF UNITED STATES, 10TH & CONSTITUTION AVE., N.W., WASHINGTON, D.C. 20530 BEING THEIR LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT.

NOW NOVEMBER 7, 2000 AT 10:57 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON POWER OPERATING CO., INC., A/K/A POWER LAND CO., A/K/A POWER LAND CO. INC., DEFENDANT AT EMPLOYMENT, APEX TRUCKING CO., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GLENN POWELL, OWNER OF POWER LAND CO. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

Return Costs

Cost	Description
50.98	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

**FILED**

*Box* NOV 09 2000

William A. Shaw  
Prothonotary

Sworn to Before Me This

*9th* Day Of *Nov* 2000  
*[Signature]*

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

So Answers,

*[Signature]*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

**SENDER: COMPLETE THIS SECTION**

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

## 1. Article Addressed to:

UNITED STATES OF AMERICA, IRS  
c/o Atty. Gen. of U.S.  
10th & Constitution Ave. N.W.  
Washington, D.C. 20530

## 2. Article Number (Copy from service label)

7000 0600 0023 2701 1748

**COMPLETE THIS SECTION ON DELIVERY**

A. Receiver's Name (Last, First, Middle Initial) B. Point of Delivery

DEPARTMENT OF  
JUSTICE

C. Signature

**X**

JUL 30 2000

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

*Ernest L. Parker*

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd St. Suite 116  
Clearfield, Pa. 16830

*C-10330*

7000 0600 0023 2701 1748

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

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.85



Name (Please Print Clearly) (to be completed by mailer)  
United States of America, I.R.S.  
Street/Apt. No. or P.O. Box No.  
c/o Atty Gen. of US  
City, State, ZIP+4  
10th & Constitution Ave. N.W.  
Washington, D.C. 20530

PS Form 3800 July 1999

See Reverse for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, July 1999 (Reverse)

102595-99-M-2087

C-10330

## Mortgage Foreclosures

Date		Judge
10/23/2000	New Case Filed.	No Judge
	Filing: Complaint in Mortgage Foreclosure Paid by: Jubelirer, Carothers, Krier & Halpern, for the Plaintiff Receipt number: 0039736 Dated: 10/23/2000 Amount: \$80.00 (Check) Three Certified Copies to Attorney (Property is located in various areas of Centre and Clearfield Counties, Pennsylvania)	No Judge
11/09/2000	Sheriff Returns, Complaint in Mortgage Foreclosure, on Defendants, SO ANSWERS Chester A. Hawkins, by s/Marilyn Hamm \$70.98 Shff Hawkins BY ATTY	No Judge
12/20/2000	Praeipce for entry of Default Judgment, filed by Atty. Halpern Judgment entered in favor of the above-named Plaintiff and against Defendant Power Operating Co., Inc. a/k/a Power land Co., a/k/a Power Land Co., Inc., in the amount of Eight Million Eight Hundred Eighty-Five Thousand Seven Hundred Eighty-One Dollars and Ten Cents (8,885,781.10) Judgment Entered Notice to Defendants	No Judge
01/18/2001	Filing: Writ of Execution Paid by: Krier, Alan R. (attorney for Manufacturers and Traders Trust Company (M&T)) Receipt number: 1816894 Dated: 01/18/2001 Amount: \$20.00 (Cash)	No Judge
02/22/2001	Motion to Correct Property Description in Foreclosure Complaint. Filed by s/Alan R. Krier, Esq. Certificate of Service 2 cert to atty	No Judge
02/27/2001	Rule to Show Cause, Now, this 23rd day of Feb. 2001, issued upon Power Operating Co., returnable Mar. 14, 2001. By the Court, s/JKR,JR.,PJ 2 cc attyh Krier w/CA Letter	John K. Reilly Jr.
03/15/2001	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	John K. Reilly Jr.
03/19/2001	Filing: Satisfaction/Release Paid by: Ronald Archer, Esquire Receipt number: 1822166 Dated: 03/19/2001 Amount: \$7.00 (Check)	John K. Reilly Jr.
03/23/2001	Acceptance of Service and Acknowledgment of No Lien By Internal Revenue Service. Filed by s/Alan R. Krier, Esquire Cert. of Svc. 1 Time Copy to Atty Krier	John K. Reilly Jr.
04/12/2001	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823561 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823562 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823563 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823564 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823568 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823570 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823571 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823572 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823574 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823582 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823584 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.

## Mortgage Foreclosures

Date		Judge
04/12/2001	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823585 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823612 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823613 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823614 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823615 Dated: 04/12/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
04/18/2001	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1823815 Dated: 04/18/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
04/23/2001	Exceptions to Proposed Distribution of Proceeds of Sheriff's Sale. filed by s/Alan R. Krier, Esq. no cc	John K. Reilly Jr.
04/25/2001	Filing: Sheriff's Acknowledgment Paid by: Chester Hawkins, Sheriff Receipt number: 1824091 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester Hawkins, Sheriff Receipt number: 1824092 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester Hawkins, Sheriff Receipt number: 1824093 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester Hawkins, Sheriff Receipt number: 1824094 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester Hawkins, Sheriff Receipt number: 1824095 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824096 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824097 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824099 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824100 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824102 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824103 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824104 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824105 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824106 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824107 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824108 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1824109 Dated: 04/25/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
04/26/2001	ORDER, NOW, this 26th day of Apr. 2001, re: Rule issued upon the parties, returnable 18th day of June, 2001, at 2:00. by the Court, s/JKR, JR., P.J. 6 cc to atty.	John K. Reilly Jr.
04/30/2001	Filing: Sheriff's Acknowledgment Paid by: Sheriff Hawkins Receipt number: 1824292 Dated: 04/30/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.

Date: 01/21/2003

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 11:27 AM

ROA Report

Page 3 of 3

Case: 2000-01303-CD

Current Judge: John K. Reilly Jr.

Mortgage Foreclosures

Date		Judge
04/30/2001	Filing: Sheriff's Acknowledgment Paid by: Sheriff Hawkins Receipt number: 1824294 Dated: 04/30/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Filing: Sheriff's Acknowledgment Paid by: Sheriff Hawkins Receipt number: 1824296 Dated: 04/30/2001 Amount: \$5.00 (Check)	John K. Reilly Jr.
	Affidavit of Service, Rule to Show Cause upon Parties of Record. s/Alan R. Krier, Esq. no cc	John K. Reilly Jr.
06/05/2001	Affidavit of Sale Pursuant to Pa. R.C.P. 3129.2. FILED no cc	John K. Reilly Jr.
08/29/2001	ORDER, NOW, this 28th day of Aug. 2001, re: Escrow sum of \$133,227.00 held by the Sheriff shall be distributed in the amount of \$86,000.00 to Comm. of Pa., Dept. of Rev. and \$47,227.00 to Manufacturers & Traders Trust Co. by the Court, s/JKR,JR.,P.J. 1 cc Atty Krier	John K. Reilly Jr.
09/18/2001	Sheriff Return, Now, Sept. 18, 2001, return Writ as a sale being held on March 23, 2001, there were 23 individual buyers. Costs were paid, money from money collected from buyers. Advance and surcharge were returned to the Plaintiff on May 23, 2001. So Answers, Chester A. Hawkins, Sheriff, by s/Margaret H. Putt.	John K. Reilly Jr.
09/27/2001	Miscellaneous Payment: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1831867 Dated: 09/27/2001 Amount: \$5.00 (Cash)	John K. Reilly Jr.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**MOTION TO CORRECT PROPERTY  
DESCRIPTION IN FORECLOSURE  
COMPLAINT**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

**FILED**

FEB 22 2001

0/12105/125  
William A. Shaw  
Prothonotary

2 CLERK TO ATT

*[Signature]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS	:	CIVIL DIVISION
TRUST COMPANY (M&T)	:	
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	
(KEYSTONE) Formerly known as	:	
MID-STATE BANK AND TRUST	:	No. 00-1303-CD
COMPANY,	:	
Plaintiff,	:	
vs.	:	
POWER OPERATING CO., INC. a/k/a	:	
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	
INTERNAL REVENUE SERVICE	:	
Defendants.	:	

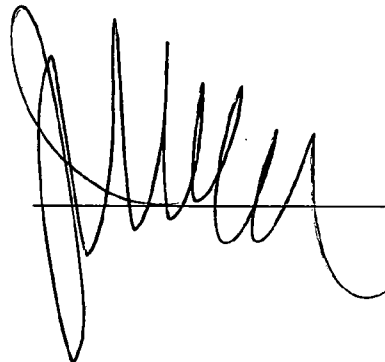
**RULE TO SHOW CAUSE**

Now this 28<sup>th</sup> day of Feb., 2001, a Rule is issued upon the Defendant Power Operating Co., to show cause why the corrections to Exhibits requested in the within Motion should not be made. Rule Returnable 14<sup>th</sup> day of March, 2001 in Courtroom 1, Clearfield County Courthouse, Clearfield, Pennsylvania. at 2:30 P.M.

**FILED**

FEB 27 2001

William A. Shaw  
Prothonotary

 J.

FILED

FEB 27 2001

0/11/21/2001

William A. Shaw  
Prothonotary

att. Krier

for W/CA letter

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**ORDER**

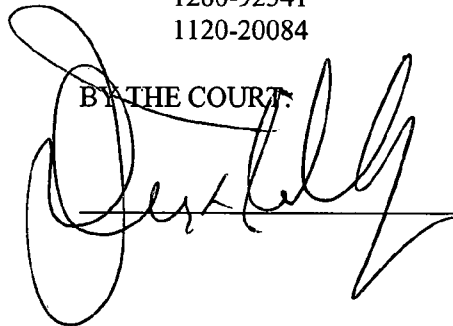
NOW this 14 day of March, 2001 upon consideration of the within Motion; it appearing that an error was made in the description of the premises to be foreclosed in Exhibit B to the Complaint in that two control numbers covering tracts of 229 acres and 113 acres respectively were unintentionally omitted from the description and it further appearing that the correct description including the aforesaid missing control numbers appears in the Writ of Execution and the premises have been duly posted by the Sheriff and it further appearing that 5 assessments have correct map numbers but incorrect control numbers, it is ORDERED and DECREED as follows:

1. Exhibit B to the Complaint is hereby corrected to include the 229 acre tract designated by control no. 1120-19534 and the 113 acre tract designated by control no. 1120-19535.
2. As the said tracts were included in the Writ of Execution the Sheriffs sale scheduled for March 23, 2001 may proceed as scheduled and shall include the aforesaid tracts.
3. The control numbers in Exhibit B to the Complaint and Exhibit A to the Writ of Execution corresponding to the following map numbers are hereby corrected as follows:

Map No.  
O12-000-00008 MN  
O13-000-67/90 MN  
P11-000-00089  
I09-000-00100  
999-000-00067

Correct Control No.  
1120-19596  
1120-20087  
1120-19531  
1260-92541  
1120-20084

BY THE COURT:

  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS	:	CIVIL DIVISION
TRUST COMPANY (M&T)	:	
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	
(KEYSTONE)Formerly known as	:	
MID-STATE BANK AND TRUST	:	No. 00-1303-CD
COMPANY,	:	
Plaintiff,	:	
vs.	:	
POWER OPERATING CO., INC. a/k/a	:	
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	
INTERNAL REVENUE SERVICE	:	
Defendants.	:	

**MOTION TO CORRECT PROPERTY DESCRIPTION  
IN FORECLOSURE COMPLAINT**

M&T Bank by its attorney, Alan R. Krier, moves the Court to correct the description of the foreclosed property set forth in Exhibit B of the Complaint and in support thereof avers as follows:

1. Plaintiff, M&T Bank filed the above foreclosure action foreclosing a mortgage in default held by Plaintiff on certain real estate located in various townships in Clearfield County.
2. The various tracts, to be foreclosed were purportedly identified and described in Exhibit B to the Complaint by county assessment control numbers.
3. Defendant, Power Operating Co. filed a Chapter 11 bankruptcy on May 27, 1998 which was converted to a Chapter 7 bankruptcy on February 15, 2000.
4. By Order of the Bankruptcy Court, Plaintiff was granted relief from stay to pursue the instant foreclosure. See Exhibit F to the Complaint.
5. Defendant, Power Operating Co. filed no answer to the Complaint even after proper notice of default in accordance with Pa. R.C.P. 237.1 as a result of which judgment by default was entered. Thereafter Defendant filed no response or objection to the Writ of Execution issued on January 18, 2001.

6. As the result of a clerical error in preparing Exhibit B to the Complaint two control numbers 1120-19534, map no. O12-000-00004 and control no. 1120-19535, map no. O12-000-00032 describing tracts of 229 acres and 113 acres respectively were unintentionally omitted from the Exhibit B. Those tracts, however, were included, as intended, in the description of properties being sold in the Writ of Execution and accordingly were properly posted by the Sheriff. See Exhibit 1 to this Motion.

7. The foreclosure sale has been scheduled by the Sheriff for March 23, 2001 at the Clearfield County Courthouse.

8. The mortgage debt exceeds \$8,000,000.00 and it is anticipated that only a small fraction of that amount will be recovered in the foreclosure sale.

9. The tracts covered by control numbers 1120-19534 and 1120-19535 were intended to be sold along with several other properties as a group in order to maximize their value. Separating these properties would diminish their value and the value of the remaining properties in the group.

10. No one will be prejudiced by allowing the correction of Exhibit B to the Complaint and the parties and the Court will benefit by allowing the sale to proceed expeditiously and avoiding any confusion in the record.

11. In addition two mineral assessments and three surface assessments described in both Exhibit B to the Complaint and Exhibit A to the Writ of Execution contain the correct map numbers but incorrect control numbers with numbers having one incorrect digit or transposed digits. The errors are as follows:

<u>Map No.</u>	<u>Control No. Per Exhibit</u>	<u>Correct Control No.</u>
O12-000-00008 MN	1120-18596	1120-19596
O13-000-67/90 MN	1120-20067	1120-20087
P11-000-00089	1120-19537	1120-19531
I09-000-00100	1260-82514	1260-92541
999-000-00067	1120-20064	1120-20084

WHEREFORE, Plaintiff prays that the Court issue an Order correcting Exhibit B to the Complaint and including the tracts described by map no. O12-000-00004, control no. 1120-19534 and map no. O12-000-00032, control no. 1120-19535 in the Sheriffs sale and correcting Exhibit B to the Complaint and Exhibit A to the Writ to set forth the correct control numbers for the map numbers listed.

Respectfully submitted,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

BY: 

Alan R. Krier

Pa. ID# 06672

M. David Halpern

P.A. I.D.# 01570

Park View Center, P.O. Box 2024

Altoona, Pennsylvania 16603

(814) 943-1149



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

FEBRUARY 9, 2001

ALAN R. KRIER, ESQ.  
Jubelirer Carothers Krier & Halpern  
Park View Center  
10 Sheraton Drive  
Altoona, PA 16601

RE: MANUFACTURERS AND TRADERS TRUST CO (M&T) Successor in  
Interest by merger to KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as MID-STATE BANK AND TRUST CO VS  
POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a  
POWER LAND CO., INC., AND THE USA, IRS

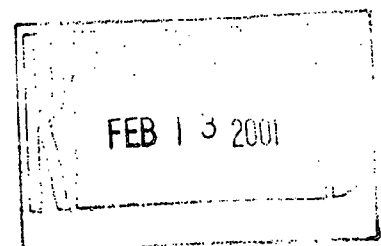
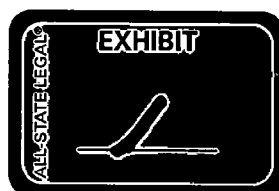
Dear Mr. Krier:

This is notice that a Sheriff Sale has been set in the above  
mentioned execution for Friday, March 23, 2001, at 10:00 A.M., in  
courtroom #1 of the Clearfield County Courthouse.

You must have a representative present at the sale or it will be  
returned as abandoned. If you have any questions, please feel  
free to call me at 814-765-2641, ext 1361. Thank you.

Sincerely,

*Margaret H. Putt*  
Margaret H. Putt  
Office Manager





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

Judgment No. \_\_\_\_\_

**AFFIDAVIT OF SALE PURSUANT  
TO Pa.R.C.P. 3129.2**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krjer, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T) is the  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants

CIVIL DIVISION

NO. 00-1303-CD

Judgment No. \_\_\_\_\_

Writ of Execution

Principal and interest to 2-24-00 :

\$8,885,781.10

(plus interest from 2-24-00 at the rate  
set forth in the credit documents

**NOTICE OF SALE PURSUANT TO RULE 3129.2**

TAKE NOTICE, That by virtue of the above named writ of execution, all your right, title and interest in and to the premises located in Decatur Township, Morris Township, Pike Township, Woodward Township, Gulich Township, Beccaria Township, Osceola Borough, Bigler Township and Brisbin Borough, more particularly described on the attached Exhibit "A", will be exposed to public sale or outcry in courtroom no. 1, Courthouse 230 E. Market Street, Clearfield, Pennsylvania on March 23, 2001 beginning at 10:00 a.m., and will be sold to the highest bidder, unless the same is paid on or before the said day of sale, at 10 o'clock a.m.

NOTICE TO ALL PARTIES IN INTEREST AND CLAIMANTS:

You may be entitled to a share of the money which was paid for your property. A Schedule of Distribution of the money bid for your property will be filed by the Sheriff on April 22, 2001. This Schedule will state who will be receiving that money. The money will be paid out in accordance with this Schedule unless exceptions (that is, reasons why the proposed Distribution is wrong) are filed with the Sheriff within ten (10) days after filing of the schedule of distribution.

Chester A. Hawkins  
Sheriff by Margaret W. Pitt

All the right title and interest of Power Operating Co., Inc. a/k/a Power Land Co. a/k/a Power Land Co., Inc. in and to the various premises located in Decatur Township, Morris Township, Pike Township, Woodward Township, Gulich Township, Beccaria Township, Osceola Borough, Bigler and Brisbin Borough identified and described by the following tax map and control numbers:

County	Township	Control No.	Map #	Assessed Acres
Clearfield	Woodward	1300-42791	N14-000-00040	8.00
Clearfield	Woodward	1300-42790	M15-000-00077	15.01
Clearfield	Gulich	1180-38384	L16-000-00172	419.92
Clearfield	Gulich	1180-38385	L16-000-00181	73.84
Clearfield	Gulich	1180-38383	L16-000-00136	75.02
Clearfield	Gulich	1180-38388	L16-000-00176	201.87
Clearfield	Gulich	1180-38362	M16-000-00010	1.00
Clearfield	Gulich	1180-38391	M16-000-00003	288.96
Clearfield	Gulich	1180-38363	M16-000-00009	5.00

Clearfield	Gulich	1180-47133	M15-531-00027	0.00
Clearfield	Gulich	1180-38365	M15-531-00016	0.00
Clearfield	Gulich	1180-38375	M15-531-00020	0.00
Clearfield	Gulich	1180-38372	M15-531-00021	0.00
Clearfield	Gulich	1180-38373	M15-531-00018	0.00
Clearfield	Gulich	1180-38377	M15-531-00017	2.57
Clearfield	Gulich	1180-38374	M15-531-00019	3.00
Clearfield	Gulich	1180-38364	M16-000-00005	1.00
Clearfield	Gulich	1180-38371	M16-000-005.5	2.00
Clearfield	Gulich	1180-38370	M16-000-005.1	4.00
Clearfield	Gulich	1180-38368	M16-000-005.4	4.00
Clearfield	Gulich	1180-38369	M16-000-005.2	2.00
Clearfield	Gulich	1180-38367	M16-000-005.3	2.00

Clearfield	Gulich	1180-38392	M16-000-00007	1.00
Clearfield	Gulich	1180-38361	M16-000-00008	1.00
Clearfield	Gulich	1180-38376	M15-520-00002	0.00

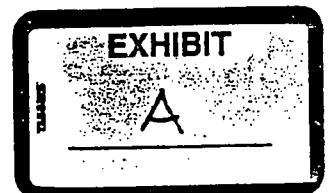
Clearfield	Gulich	1180-38390	M16-000-00002	274.00
Clearfield	Woodward	1300-80377	M15-000-00005	47.00
Clearfield	Gulich	1180-47131	M15-531-00025	0.00
Clearfield	Gulich	1180-47132	M15-531-00026	0.00

Clearfield	Woodward	1300-81000	M15-000-00030	0.00
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Clearfield	Woodward	1300-80441	M15-000-00029	0.00
Clearfield	Woodward	1300-80999	M15-000-00065	0.19

Clearfield	Woodward	1300-80597	M15-000-00049	0.18
Clearfield	Gulich	1180-38380	L15-000-00052	182.50

Clearfield	Gulich	1180-38387	L15-000-00051	436.19
Clearfield	Gulich	1180-38393	L15-000-00073	0.63
Clearfield	Gulich	1180-38366	L15-521-00015	1.80
Clearfield	Gulich	1180-42654	M15-000-00006	5.51



Clearfield	Gulich	1180-38381	L15-000-00039	215.47
Clearfield	Woodward	1300-80373	M15-000-00001	334.26

Clearfield	Woodward	1300-79794	M15-525-00012	3.27
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Clearfield	Gulich	1180-38378	K16-000-00026	292.34
Clearfield	Beccaria	1010-13011	K16-000-00031	20.00

Clearfield	Decatur	1120-19529	O13-000-00147	152.00
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Clearfield	Decatur	1120-19534	O12-000-00004	229.00
Clearfield	Decatur	1120-19535	O12-000-00032	113.00

Clearfield	Decatur	1120-20554	N12-000-00031	118.10
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Clearfield	Decatur	1120-20552	N12-000-00025	159.81
Clearfield	Decatur	1120-20555	N12-000-00032	142.41

Clearfield	Decatur	1120-20553	N12-000-00026	118.89
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Clearfield	Decatur	1120-20112	N13-000-00008	378.68
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Clearfield	Decatur	1120-20110	M13-000-00008	47.66
Clearfield	Decatur	1120-20111	M13-000-00010	88.00

Clearfield	Osceola Boro.	0160-02432	O13-378-00095	1.03
Clearfield	Osceola Boro.	0160-02431	O13-379-00089	0.80
Clearfield	Osceola Boro.	0160-02577	O13-379-00094	12.22

Clearfield	Decatur	1120-19537	P11-000-00089	1.00
Clearfield	Decatur	1120-20558	P12-000-00218	70.22
Clearfield	Morris	1240-83972	Q11-000-00167	7.59
Clearfield	Pike	1260-92329	I09-000-00071	17.17
Clearfield	Pike	1260-93193	I09-000-00089	23.26
Clearfield	Pike	1260-92513	I09-000-00099	43.00
Clearfield	Pike	1260-82514	I09-000-00100	4.87
Clearfield	Pike	1260-92080	I09-000-00109	3.00
Clearfield	Pike	1260-30272	I09-000-00150	23.96
Clearfield	Woodward	1300-80380	N14-000-00015	175.78
Clearfield	Decatur	1120-20115	O14-000-00011	207.99
Clearfield	Decatur	1120-20538	O14-000-00039	1.00
Clearfield	Decatur	1120-19803	O14-000-00007	0.96
Clearfield	Decatur	1120-47345	P12-000-00335	10.50
Clearfield	Decatur	1120-20557	P11-000-00151	3.70
Clearfield	Morris	1240-83975	999-000-00004	37.00
Clearfield	Morris	1240-83973	999-000-00005	145.00
Clearfield	Decatur	1120-20064	999-000-00067	113.75
Clearfield	Decatur	1120-20099	999-000-00071	3.92

Clearfield	Woodward	1300-80379	M15-000-00057	30.26
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Township	Mao #	Control No.	Description	Acres
Woodward	888-000-00033 MN	1300-80366	Mineral	2.2
Woodward	888-000-00035 MN	1300-80358	Mineral	8.5
Pike	888-000-00090 MN	1260-93192	Mineral	10.26
Decatur	888-000-00095 MN	1120-20093	Mineral	5.68
Decatur	888-000-00098 MN	1120-20096	Mineral	1
Decatur	888-000-00102 MN	1120-20102	Mineral	1
Decatur	888-000-00135 MN	1120-20546	Mineral	4
Decatur	888-000-00139 MN	1120-20550	Mineral	42.5
Bigler	K13-000-00009 MN	1030-89415	Mineral	256
Gulich	K17-000-00011 MN	1180-38379	Mineral	424.29
Gulich	K17-000-00033 MN	1180-38356	Mineral	19
Gulich	L16-000-00167 MN	1180-38360	Mineral	16
Gulich	L16-000-00168 MN	1180-38359	Mineral	16
Gulich	L16-000-00168 MN	1180-38357	Mineral	9
Gulich	L16-000-00170 MN	1180-48354	Mineral	119.76
Gulich	L16-000-00250	1180-48355	Min. Coal Gas and Oil	76.97
Decatur	L17-000-00026 MN	1180-38358	Mineral	25
Decatur	M13-000-00028 MN	1120-20097	Mineral	19
Brisbin Boro.	M14-000-00016 MN	0010-03562	Mineral	3.2
Woodward	M15-000-00011 MN	1300-80357	Mineral	10
Woodward	M15-000-00018 MN	1300-80358	Mineral	10.8
Decatur	N11-000-00012MN	1120-96684	Mineral	334.18
Decatur	N12-000-00024 MN	1120-20548	Mineral	105
Decatur	N12-000-00043 MN	1120-20547	Mineral	60
Decatur	N12-000-00070 MN	1120-96686	Mineral	96.66
Decatur	N13-000-00040 MN	1120-20094	Mineral	25
Decatur	N14-000-00001 MN	1120-20109	Mineral	8
Decatur	N14-000-00001 MN	1120-20100	Mineral	5
Decatur	N14-000-00001 MN	1120-20101	Mineral	10.45
Woodward	N14-000-00001 MN	1300-80364	Mineral	1.84
Woodward	N14-000-00001 MN	1300-80362	Mineral	11
Woodward	N14-000-00001 MN	1300-80370	Mineral	6
Woodward	N14-000-00001 Mn	1300-80359	Mineral	11.5
Woodward	N14-000-00001 MN	1300-80381	Mineral	1.58
Woodward	N14-000-00001 MN	1300-80380	Mineral	5.35
Woodward	N14-000-00002 MN	1300-80363	Mineral	6
Woodward	N14-000-00003 MN	1300-80372	Mineral	15.15
Decatur	N14-000-00004 MN	1120-20104	Mineral	2.72
Woodward	N14-000-00004 MN	1300-80365	Mineral	21.36
Decatur	N14-000-00005 MN	1120-20108	Mineral	3
Decatur	N14-000-00006 MN	1120-20103	Mineral	3
Decatur	N14-000-00007 Mn	1120-20107	Mineral	16
Decatur	N14-000-00001 MN	1120-20098	Mineral	3.5
Woodward	N14-000-00016 MN	1300-80369	Mineral	3.93
Decatur	N14-000-00018 MN	1120-20103	Mineral	6.64
Woodward	N14-000-00019 MN	1300-80367	Mineral	1.64
Woodward	N14-000-00041 MN	1300-80371	Mineral	0.28
Decatur	O12-000-00008 MN	1120-18596	Mineral	148
Decatur	O12-000-00008 Mn	1120-19527	Mineral	148
Decatur	O12-000-00029 MN	1120-96685	Mineral	279.95
Decatur	O13-000-00033 MN	1120-20092	Mineral	9.56
Decatur	O13-000-00049 MN	1120-19524	Mineral	18.19
Decatur	O13-000-00067 MN	1120-20108	Mineral	7.83
Decatur	O13-000-00082 MN	1120-20090	Mineral	10.09
Decatur	O13-000-00147	1120-19597	Mineral	206
Decatur	O13-000-66/90 MN	1120-20095	Mineral	6
Decatur	O13-000-67/90 MN	1120-20067	Mineral	5
Osceola Boro	O13-377-00120 MN	0160-02576	Mineral	14.5
Osceola Boro	O13-377-00134 MN	0160-02575	Mineral	4.04
Beccaria	O13-378-00076 MN	0160-48728	Mineral	1.81
Beccaria	O13-379-00100 MN	0160-02578	Mineral	1.76
Osceola Boro	O13-379-00101 MN	0160-02579	Mineral	6
Decatur	O15-000-00083 MN	1120-20089	Mineral	10.02
Decatur	P12-000-00148 MN	1120-20549	Mineral	10
Decatur	P13-000-00039 MN	1120-20549	Mineral	13.32
Decatur	P13-000-00048 MN	1120-20086	Mineral	3
Decatur	P13-000-00049 MN	1120-20085	Mineral	5

For chain of title see Clearfield County Mortgage Book Volume 1767 pages 82-86.

## NOTICE

This sale may not sell, convey, transfer, include or insure the title to the coal and right of support underneath certain of the surface lands being sold herein and the owners of such coal may have the complete legal right to remove all of the coal and in that connection damage may result to the surface of the land and any house, building or structure on or in such land.

The properties being sold are identified and described by tax assessment numbers only. The plaintiff/mortgagee and their agents have made no attempt to determine the accuracy of the boundaries set forth in the tax maps and makes no warranty as to the accuracy of said boundaries or descriptions.

Purchasers will be charged with knowledge of any condition or property interest that an inspection of the premises would reveal. Potential purchasers are accordingly encouraged to personally inspect such premises. The plaintiff/mortgagee and their agents have made no independent investigation of the environmental condition of any of the properties subject to sale and assumes no responsibility therefor. Potential purchasers are encouraged to make their own investigation as appropriate.

The matters set forth in this notice will become part of the terms of sale and will be binding upon any successful bidder.

A list of known exceptions to title is available for inspection in the Sheriff's office during business hours or a copy may be obtained by contacting Jubelirer, Carothers, Krier & Halpern, Attorneys at Law at 814-943-1149. Certain information as to the general location and situation of the properties subject to sale may be obtained from Howard Hanna - Laurel Realty 814-849-3636 (Attention: Chuck Alexander).

SEIZED, taken in execution to be sold as the property of POWER OPERATING CO., INC.  
a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC. AND THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE, at the suit of MANUFACTURERS AND TRADERS TRUST COMPANY  
(M&T) is the Successor in interest by merger to KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as MID-STATE BANK AND TRUST COMPANY.  
JUDGMENT NO. 00-1303-CD.



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing **Motion to Correct Property Description in Foreclosure Complaint** was served on all counsel of record and parties of interest by depositing same in the United States Mail, Certified Mail, Return Receipt Requested, postage pre-paid at Altoona, Pennsylvania on this 22 day of February, 2001 and addressed as follows:

Power Operating Co., Inc.  
a/k/a Power Land Co.  
a/k/a Power Land Co., Inc.  
P.O. Box 25  
Osceola Mills, PA 16666

Jerrold N. Poslusny, Jr. Esquire  
Cozen and O'Connor  
Liberty View, Suite 300  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220

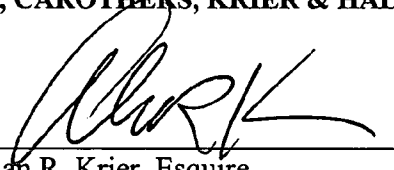
United States of America  
Internal Revenue Service  
c/o Attorney General's Office  
10<sup>th</sup> & Constitutional Avenue, N.W.  
Washington, D.C.

Nancy Trapani  
633 U.S. Post Office & Courthouse  
7<sup>th</sup> & Grant Street  
Pittsburgh, PA 15219

Lisa Shubert, Trustee  
7 Fox Sparrow Turn  
Tabernacle, NJ 08033

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

By: \_\_\_\_\_

  
Alan R. Krier, Esquire  
P.A. I.D. #06672  
Attorney for Plaintiff,  
**M&T Bank**  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

MANUFACTURERS AND TRADERS	:	IN THE COURT OF COMMON PLEAS OF
TRUST COMPANY (M&T) is the	:	CLEARFIELD COUNTY, PENNSYLVANIA
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	
(KEYSTONE) Formerly known as	:	
MID-STATE BANK AND TRUST	:	CIVIL DIVISION
COMPANY,	:	
Plaintiff,	:	
vs.	:	
	:	NO. 00-1303-CD
POWER OPERATING CO., INC. a/k/a	:	
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	
INTERNAL REVENUE SERVICE	:	
Defendants.	:	

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

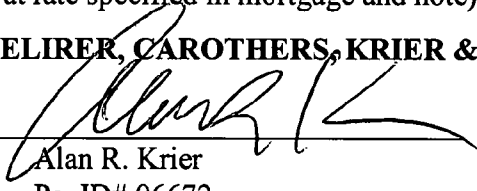
YOU ARE HEREBY directed to issue a Writ of Execution on the charges filed to the above matter, being for the following amounts against the property described in the attached Exhibit "A".

Unpaid principal balance under the \$5,000,000 Note	\$ 708,963.92
Accrued but unpaid interest through 2/24/00	\$ 132,651.57
SUB-TOTAL:	\$ 841,615.49
Unpaid principal balance under the \$5,775,252.31 Note	\$5,488,645.82
Accrued but unpaid interest through 2/24/00	\$1,324,365.88
SUB-TOTAL:	\$6,813,011.70
Unpaid principal under the Post-Petition Credit Agreement	\$1,231,159.91
SUB-TOTAL:	<u>\$1,231,159.91</u>
<b>GRAND TOTAL:</b>	<b>\$8,885,781.10</b>

(Plus interest from 2/24/00 at rate specified in mortgage and note)

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

BY:

  
 Alan R. Krier  
 Pa. ID# 06672  
 Attorney for Plaintiff,  
 M&T BANK

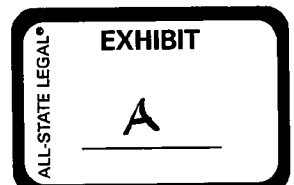
**FILED**

JAN 18 2001

William A. Shaw  
 Prothonotary

All the right title and interest of Power Operating Co., Inc. a/k/a Power Land Co. a/k/a Power Land Co., Inc. in and to the various premises located in Decatur Township, Morris Township, Pike Township, Woodward Township, Gulich Township, Beccaria Township, Osceola Borough, Bigler and Brisbin Borough identified and described by the following tax map and control numbers:

County	Township	Control No.	Map #	Assessed Acres
Clearfield	Woodward	1300-42791	N14-000-00040	8.00
Clearfield	Woodward	1300-42790	M15-000-00077	15.01
Clearfield	Gulich	1180-38384	L16-000-00172	419.92
Clearfield	Gulich	1180-38385	L16-000-00181	73.84
Clearfield	Gulich	1180-38383	L16-000-00136	75.02
Clearfield	Gulich	1180-38388	L16-000-00176	201.87
Clearfield	Gulich	1180-38362	M16-000-00010	1.00
Clearfield	Gulich	1180-38391	M16-000-00003	288.96
Clearfield	Gulich	1180-38363	M16-000-00009	5.00
Clearfield	Gulich	1180-47133	M15-531-00027	0.00
Clearfield	Gulich	1180-38365	M15-531-00016	0.00
Clearfield	Gulich	1180-38375	M15-531-00020	0.00
Clearfield	Gulich	1180-38372	M15-531-00021	0.00
Clearfield	Gulich	1180-38373	M15-531-00018	0.00
Clearfield	Gulich	1180-38377	M15-531-00017	2.57
Clearfield	Gulich	1180-38374	M15-531-00019	3.00
Clearfield	Gulich	1180-38364	M16-000-00005	1.00
Clearfield	Gulich	1180-38371	M16-000-005.5	2.00
Clearfield	Gulich	1180-38370	M16-000-005.1	4.00
Clearfield	Gulich	1180-38368	M16-000-005.4	4.00
Clearfield	Gulich	1180-38369	M16-000-005.2	2.00
Clearfield	Gulich	1180-38367	M16-000-005.3	2.00
Clearfield	Gulich	1180-38392	M16-000-00007	1.00
Clearfield	Gulich	1180-38361	M16-000-00008	1.00
Clearfield	Gulich	1180-38376	M15-520-00002	0.00
Clearfield	Gulich	1180-38390	M16-000-00002	274.00
Clearfield	Woodward	1300-80377	M15-000-00005	47.00
Clearfield	Gulich	1180-47131	M15-531-00025	0.00
Clearfield	Gulich	1180-47132	M15-531-00026	0.00
Clearfield	Woodward	1300-81000	M15-000-00030	0.00
Clearfield	Woodward	1300-80441	M15-000-00029	0.00
Clearfield	Woodward	1300-80999	M15-000-00065	0.19
Clearfield	Woodward	1300-80597	M15-000-00049	0.18
Clearfield	Gulich	1180-38380	L15-000-00052	182.50
Clearfield	Gulich	1180-38387	L15-000-00051	436.19
Clearfield	Gulich	1180-38393	L15-000-00073	0.63
Clearfield	Gulich	1180-38366	L15-621-00015	1.80
Clearfield	Gulich	1180-42664	M15-000-00008	6.61



REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, APRIL 17, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER

LAND CO., AND USA, IRS.

to public venue or outcry at which time and place I sold the same to 23 INDIVIDUAL BIDDERS he/she being the highest bidder, for the sum of \$ 802,502.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		93.60
LEVY		
MILEAGE		
POSTING		15.00
CSDS		10.00
COMMISSION 2% SEE INDIVIDUAL SHEETS		
POSTAGE		71.46
HANDBILLS		15.00
DISTRIBUTION		1,115.00
ADVERTISING		15.00
ADD'L SERVICE		45.00
DEED SEE INDIVIDUAL SHEETS		
ADD'L POSTING		1,140.00
ADD'L MILEAGE		
PHONE CALLS/FAXES		180.00
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES \$.50 PER PAGE		2,350.00
BILLING		88.00
WAGES		429.50
TOTAL SHERIFF COSTS	\$	5,597.56

DEED COSTS:

REGISTER & RECORDER	\$	
ACKNOWLEDGEMENT	SEE INDIVIDUAL SHEETS	
TRANSFER TAX 2%		

TOTAL DEED COSTS \$

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$8,885,781.10
INTEREST	

TOTAL DEBT & INTEREST \$8,885,781.10

COSTS:

ATTORNEY FEES	\$	—
PROTH. SATISFACTION		—
ADVERTISING		2,391.35
LATE CHARGES & FEES		
TAXES-Collector		7,389.99
TAXES-Tax Claim		179,686.50
COSTS OF SUIT-To Be Added		—
LIST OF LIENS		
MORTGAGE SEARCH		525.00
ACKNOWLEDGEMENT		230.00
DEED COSTS		39,858.09
SHERIFF COMMISSION		16,050.04
SHERIFF COSTS		5,597.56
LEGAL JOURNAL AD		369.00
REFUND OF ADVANCE		3,000.00
REFUND OF SURCHARGE		80.00****
PROTHONOTARY		\$ 120.00
AUCTIONEER FEE		120.00
AUCTIONEER COMMISSION		8,022.52
PRIORITY CLAIM		133,227.00
SOLICITATOR FEE		645.00
TOTAL COSTS	\$	397,312.05

\*\*\*\* \$40.00 TO ATTORNEY  
\*\*\*\* \$40.00 TO SHERIFF - SERVICE  
OF ADDITIONAL  
DEFENDANTS -

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFF WITHIN TEN (10) DAYS FROM THIS DATE. (TRUSTEE & USA PITTS)

Chester A. Hawkins, Sheriff

MANUFACTURERS AND TRADERS TRUST COMPANY, (M&T), Keystone Financial Bank, N.A., (Keystone), Mid-State Bank and Trust Company VS POWER OPERATING CO., INC., a/k/a Power Land Co., a/k/a Power Land Co., Inc., and United States of America Internal Revenue Service NO. 00-1303-CD

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing **Praecipe for Writ of Execution** was served on all counsel of record and parties of interest by depositing same in the United States Mail, Certified Mail, Return Receipt Requested, postage pre-paid at Altoona, Pennsylvania on this 18th day of January, 2001 and addressed as follows:

Power Operating Co., Inc.  
a/k/a Power Land Co.  
a/k/a Power Land Co., Inc.  
P.O. Box 25  
Osceola Mills, PA 16666

Jerrold N. Poslusny, Jr. Esquire  
Cozen and O'Connor  
Liberty View, Suite 300  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220

United States of America  
Internal Revenue Service  
c/o Attorney General's Office  
10<sup>th</sup> & Constitutional Avenue, N.W.  
Washington, D.C.

Christine Shubert  
7 Fox Sparrow Turn  
Tabernacle, NJ 08033

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

By: 

Alan R. Krier, Esquire  
P.A. I.D. #06672  
Attorney for Plaintiff,  
**M&T Bank**  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

Clearfield	Gulich	1180-38381	L15-000-00039	215.47
Clearfield	Woodward	1300-80373	M15-000-00001	334.26
Clearfield	Woodward	1300-79794	M15-525-00012	3.27
Clearfield	Gulich	1180-38378	K16-000-00026	292.34
Clearfield	Beccaria	1010-13011	K16-000-00031	20.00
Clearfield	Decatur	1120-19529	O13-000-00147	152.00
Clearfield	Decatur	1120-19534	O12-000-00004	229.00
Clearfield	Decatur	1120-19535	O12-000-00032	113.00
Clearfield	Decatur	1120-20554	N12-000-00031	118.10
Clearfield	Decatur	1120-20552	N12-000-00025	159.81
Clearfield	Decatur	1120-20555	N12-000-00032	142.41
Clearfield	Decatur	1120-20553	N12-000-00026	118.89
Clearfield	Decatur	1120-20112	N13-000-00008	378.68
Clearfield	Decatur	1120-20110	M13-000-00008	47.66
Clearfield	Decatur	1120-20111	M13-000-00010	88.00
Clearfield	Osceola Boro.	0160-02432	O13-378-00095	1.03
Clearfield	Osceola Boro.	0160-02431	O13-379-00089	0.80
Clearfield	Osceola Boro.	0160-02577	O13-379-00094	12.22
Clearfield	Decatur	1120-19537	P11-000-00089	1.00
Clearfield	Decatur	1120-20558	P12-000-00218	70.22
Clearfield	Morris	1240-83972	Q11-000-00167	7.59
Clearfield	Pike	1260-92329	I09-000-00071	17.17
Clearfield	Pike	1260-93193	I09-000-00089	23.26
Clearfield	Pike	1260-92513	I09-000-00099	43.00
Clearfield	Pike	1260-82514	I09-000-00100	4.87
Clearfield	Pike	1260-92080	I09-000-00109	3.00
Clearfield	Pike	1260-30272	I09-000-00150	23.96
Clearfield	Woodward	1300-80380	N14-000-00015	175.78
Clearfield	Decatur	1120-20115	O14-000-00011	207.99
Clearfield	Decatur	1120-20538	O14-000-00039	1.00
Clearfield	Decatur	1120-19803	O14-000-00007	0.96
Clearfield	Decatur	1120-47345	P12-000-00335	10.50
Clearfield	Decatur	1120-20557	P11-000-00151	3.70
Clearfield	Morris	1240-83975	999-000-00004	37.00
Clearfield	Morris	1240-83973	999-000-00005	145.00
Clearfield	Decatur	1120-20064	999-000-00067	113.75
Clearfield	Decatur	1120-20099	999-000-00071	3.92
Clearfield	Woodward	1300-80379	M15-000-00057	30.26

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T) is the  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

NO. 00-1303-CD

**PRAECIPE FOR  
WRIT OF EXECUTION**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

Township	Map #	Control No.	Description	Acres
Woodward	888-000-00033 MN	1300-80366	Mineral	2.2
Woodward	888-000-00035 MN	1300-80368	Mineral	8.5
Pike	888-000-00090 MN	1260-93192	Mineral	10.26
Decatur	888-000-00095 MN	1120-20093	Mineral	5.68
Decatur	888-000-00098 MN	1120-20096	Mineral	1
Decatur	888-000-00102 MN	1120-20102	Mineral	1
Decatur	888-000-00135 MN	1120-20546	Mineral	4
Decatur	888-000-00139 MN	1120-20550	Mineral	42.5
Bigler	K13-000-00009 MN	1030-89415	Mineral	256
Gulich	K17-000-00011 MN	1180-38379	Mineral	424.29
Gulich	K17-000-00033 MN	1180-38356	Mineral	19
Gulich	L16-000-00167 MN	1180-38360	Mineral	16
Gulich	L16-000-00168 MN	1180-38359	Mineral	16
Gulich	L16-000-00168 MN	1180-38357	Mineral	9
Gulich	L16-000-00170 MN	1180-48354	Mineral	119.76
Gulich	L16-000-00250	1180-48355	Min. Coal Gas and Oil	76.97
Gulich	L17-000-00026 MN	1180-38358	Mineral	25
Decatur	M13-000-00028 MN	1120-20097	Mineral	19
Brisbin Boro.	M14-000-00016 MN	0010-03562	Mineral	3.2
Woodward	M15-000-00011 MN	1300-80357	Mineral	10
Woodward	M15-000-00018 MN	1300-80358	Mineral	10.8
Decatur	N11-000-00012MN	1120-96684	Mineral	334.18
Decatur	N12-000-00024 MN	1120-20548	Mineral	105
Decatur	N12-000-00043 MN	1120-20547	Mineral	60
Decatur	N12-000-00070 MN	1120-96686	Mineral	96.66
Decatur	N13-000-00040 MN	1120-20094	Mineral	25
Decatur	N14-000-00001 MN	1120-20109	Mineral	8
Decatur	N14-000-00001 MN	1120-20100	Mineral	5
Decatur	N14-000-00001 MN	1120-20101	Mineral	10.45
Woodward	N14-000-00001 MN	1300-80364	Mineral	1.94
Woodward	N14-000-00001 MN	1300-80362	Mineral	11
Woodward	N14-000-00001 MN	1300-80370	Mineral	5
Woodward	N14-000-00001 MN	1300-80359	Mineral	11.5
Woodward	N14-000-00001 Mn	1300-80361	Mineral	1.58
Woodward	N14-000-00001 MN	1300-80360	Mineral	5.35
Woodward	N14-000-00002 MN	1300-80363	Mineral	5
Woodward	N14-000-00003 MN	1300-80372	Mineral	15.15
Decatur	N14-000-00004 MN	1120-20104	Mineral	2.72
Woodward	N14-000-00004 MN	1300-80365	Mineral	21.36
Decatur	N14-000-00005 MN	1120-20106	Mineral	3
Decatur	N14-000-00006 MN	1120-20103	Mineral	3
Decatur	N14-000-00007 Mn	1120-20107	Mineral	16
Decatur	N14-000-0001 MN	1120-20098	Mineral	3.5
Woodward	N14-000-00016 MN	1300-80369	Mineral	3.93
Decatur	N14-000-00018 MN	1120-20103	Mineral	5.64
Woodward	N14-000-00019 MN	1300-80367	Mineral	1.64
Woodward	N14-000-00041 MN	1300-80371	Mineral	0.28
Decatur	O12-000-00008 MN	1120-18596	Mineral	148
Decatur	O12-000-00008 Mn	1120-19527	Mineral	148
Decatur	O12-000-00029 MN	1120-96685	Mineral	279.95
Decatur	O13-000-00033 MN	1120-20092	Mineral	9.56
Decatur	O13-000-00049 MN	1120-19524	Mineral	18.19
Decatur	O13-000-00067 MN	1120-20108	Mineral	7.83
Decatur	O13-000-00082 MN	1120-20090	Mineral	10.09
Decatur	O13-000-00147	1120-19597	Mineral	206
Decatur	O13-000-66/90 MN	1120-20095	Mineral	6
Decatur	O13-000-67/90 MN	1120-20067	Mineral	5
Osceola Boro	O13-377-00120 MN	0160-02576	Mineral	14.5
Osceola Boro	O13-377-00134 MN	0160-02575	Mineral	4.04
Beccaria	O13-378-00076 MN	0160-48728	Mineral	1.81
Beccaria	O13-379-00100 MN	0160-02578	Mineral	1.78
Osceola Boro	O13-379-00101 MN	0160-02579	Mineral	6
Decatur	O15-000-00083 MN	1120-20089	Mineral	10.02
Decatur	P12-000-00148 MN	1120-20549	Mineral	10
Decatur	P13-000-00039 MN	1120-20549	Mineral	13.32
Decatur	P13-000-00048 MN	1120-20086	Mineral	3
Decatur	P13-000-00049 MN	1120-20085	Mineral	5

For chain of title see Clearfield County Mortgage Book Volume 1767 pages 62-86.



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

Sheriff Docket # 10624

MANUFACTURERS AND TRADERS TRUST

00-1303-CD

VS.

POWER OPERATING ET AL

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, FEBRUARY 12, 2001, AT 9:07 AM O'CLOCK DEPUTIES, CHUCK ALEXANDER REALTOR, AND KEITH MANGAN, ATTORNEY STARTED POSTING THE PROPERTIES OF THE DEFENDANT.

NOW, FEBRUARY 13, 2001, AT 9:10 AM O'CLOCK POSTING CONTINUED FOR PROPERTIES OF THE DEFENDANT.

SALE IS SET FOR FRIDAY, MARCH 23, 2001, AT 10:00 AM.

NOW, FEBRUARY 13, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO USA, US ATTORNEY, WESTERN DISTRICT OF PENNSYLVANIA, 633 US POST OFFICE AND COURTHOUSE, PITTSBURGH, 15219, AND UNITED STATES OF AMERICA, IRS, C/O ATTORNEY GENERAL'S OFFICE, TENTH AND CONSTITUTIONAL AVENUE, NW, WASHINGTON, DC, 20530, BY CERTIFIED MAIL.

NOW, FEBRUARY 15, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO CHRISTINE SHUBERT, TRUSTEE FOR POWER OPERATING CO., INC., A/K/A POWER LAND CO., A/K/A POWER LAND CO., INC, DEFENDANT, TO 7 FOX SPARROW TURN, TABERNACLE, NEW JERSEY, 08033, BY REGULAR AND CERTIFIED MAIL.

NOW, FEBRUARY 14, 2002, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON THE US ATTORNEY, WESTERN DISTRICT OF PENNSYLVANIA, DEFENDANT, AT PLACE OF BUSINESS, 633 US POST OFFICE AND COURTHOUSE, PITTSBURGH, PENNSYLVANIA, 15219, BY CERTIFIED MAIL #7000 0600 0023 2701 1441.

NOW, FEBRUARY 15, 2001, GLEN POWELL DOES NOT WANT SERVED WITH PAPERS FOR POWER LAND AS HE NO LONGER HAS ANYTHING TO DO WITH COMPANY.

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

Sheriff Docket # 10624

MANUFACTURERS AND TRADERS TRUST

00-1303-CD

VS.

POWER OPERATING ET AL

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, FEBRUARY 15, 2001, PER BRENDA AT ATTORNEY KRIER'S OFFICE, SERVE  
MR POWELL AND CHRISTINE SHUBERT, 7 FOX SPARROW TURN,  
TABERNACLE, NEW JERSEY, 08033.

NOW, FEBRUARY 20, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND  
COPY OF LEVY ON THE UNITED STATES OF AMERICA, INTERNAL REVENUE  
SERVICE, DEFENDANT, AT PLACE OF BUSINESS, C/O ATTORNEY GENERAL'S  
OFFICE, TENTH AND CONSTITUTIONAL AVENUE, NW, WASHINGTON, DC,  
20530, BY CERTIFIED MAIL #7000 0600 0023 2701 1458.

NOW, FEBRUARY 17, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND  
COPY OF LEVY ON ALEX SHUBERT, FOR CHRISTINE SHUBERT, DEFENDANT,  
BY CERTIFIED MAIL #7000 0600 0023 2701 1410.

NOW, FEBRUARY 20, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND  
COPY OF LEVY TO GLEN POWELL OF POWER OPERATING CO., INC., A/K/A POWER  
LAND CO., A/K/A POWER LAND CO., INC., DEFENDANT, BY REGULAR AND  
CERTIFIED MAIL

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

Sheriff Docket # 10624

MANUFACTURERS AND TRADERS TRUST

00-1303-CD

VS.

POWER OPERATING ET AL

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, MARCH 5, 2001, RECEIVED CERTIFIED CARD THAT C SHUBERT WAS  
SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY FOR  
GLEN POWELL, POWER OPERATING CO., INC., A/K/A POWER LAND CO., A/K/A  
POWER LAND CO., INC., DEFENDANT, BE CERTIFIED MAIL #7000 0600 0023  
2701 1403.

**FILED**

MAR 15 2001  
01326 pm  
William A. Shaw  
Prothonotary *ES*

Sworn to Before Me This

*15th* Day Of *March* 2001  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**EXCEPTIONS TO PROPOSED  
DISTRIBUTION OF PROCEEDS  
OF SHERIFF'S SALE**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

**FILED**

APR 24 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS	:	CIVIL DIVISION
TRUST COMPANY (M&T)	:	
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	
(KEYSTONE) Formerly known as	:	
MID-STATE BANK AND TRUST	:	No. 00-1303-CD
COMPANY,	:	
Plaintiff,	:	
vs.	:	
POWER OPERATING CO., INC. a/k/a	:	
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	
INTERNAL REVENUE SERVICE	:	
Defendants.	:	

**EXCEPTIONS TO PROPOSED DISTRIBUTION  
OF PROCEEDS OF SHERIFF'S SALE**

NOW this 20th day of April, 2001 comes the Plaintiff, Manufacturers and Traders Trust Co. formerly Keystone Financial Bank, NA and files the following exceptions to the schedule of proposed distribution dated April 17, 2001.

1. Plaintiff excepts to the distribution of the sum of \$133,227.00 to the Commonwealth of Pennsylvania for an alleged priority claim for corporation taxes as Plaintiff believes that said lien does not represent a proper assessment of taxes due or a valid priority claim.

- a. Power Operating Company effectively ceased doing business some time in 1999 and the pending Chapter 11 bankruptcy was converted to a Chapter 7 bankruptcy on February 15, 2000.
- b. During the entire assessment period Power was actually insolvent and had "0" corporate net worth.
- c. Plaintiff believes that the basis for the assessment is erroneous, the assessment is improperly made, the assessment is not a valid priority lien and there is either nothing due or substantially less is due than the amount claimed.

WHEREFORE, Plaintiff prays that the sum of \$133,227.00 claimed by the Commonwealth of Pennsylvania be disallowed.

Respectfully submitted,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

BY: 

Alan R. Krier

Pa. ID# 06672

M. David Halpern

P.A. I.D.# 01570

Park View Center, P.O. Box 2024

Altoona, Pennsylvania 16603

(814) 943-1149

**REAL ESTATE SALE****REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION****REAL ESTATE SALE**

NOW, APRIL 17, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH 2001, I exposed the within described real estate of **POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., AND USA, IRS.**

to public venue or outcry at which time and place I sold the same to 23 INDIVIDUAL BIDDERS he/she being the highest bidder, for the sum of \$ 802,502.00 + COSTS and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	\$	15.00
SERVICE		15.00
MILEAGE		93.50
LEVY		
MILEAGE		
POSTING		15.00
CSDS		10.00
COMMISSION 2% SEE INDIVIDUAL SHEETS		
POSTAGE		71.46
HANDBILLS		15.00
DISTRIBUTION		1,115.00
ADVERTISING		15.00
ADD'L SERVICE		45.00
DEED SEE INDIVIDUAL SHEETS		
ADD'L POSTING		1,140.00
ADD'L MILEAGE		
PHONE CALLS/FAXES		180.00
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES \$.50 PER PAGE		2,350.00
BILLING		88.00
WAGES		429.50
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>5,597.56</b>

**DEED COSTS:**

REGISTER & RECORDER	\$	
ACKNOWLEDGEMENT	SEE INDIVIDUAL SHEETS	
TRANSFER TAX 2%		

**TOTAL DEED COSTS** **\$**

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$8,885,781.10
INTEREST	

**TOTAL DEBT & INTEREST** **\$8,885,781.10**

**COSTS:**

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING		2,391.35
LATE CHARGES & FEES		
TAXES-Collector		7,389.99
TAXES-Tax Claim		179,686.50
COSTS OF SUIT-To Be Added		
LIST OF LIENS		
MORTGAGE SEARCH		525.00
ACKNOWLEDGEMENT		230.00
DEED COSTS		39,858.09
SHERIFF COMMISSION		16,050.04
SHERIFF COSTS		5,597.56
LEGAL JOURNAL AD		369.00
REFUND OF ADVANCE		3,000.00
REFUND OF SURCHARGE		80.00****
PROTHONOTARY	\$	120.00
AUCTIONEER FEE		120.00
AUCTIONEER COMMISSION		8,022.52
PRIORITY CLAIM		133,227.00
SOLICITATOR FEE		645.00
<b>TOTAL COSTS</b>	<b>\$</b>	<b>397,312.05</b>

\*\*\*\* \$40.00 TO ATTORNEY

\*\*\*\* \$40.00 TO SHERIFF - SERVICE  
OF ADDITIONAL  
DEFENDANTS -

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

(TRUSTEE & USA PITTS)

Chester A. Hawkins, Sheriff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I served a true and correct copy of the foregoing Exceptions to Proposed Distribution of Proceeds of Sheriff's Sale on all counsel of record or parties of interest by depositing same in the United States Mail, first-class, postage prepaid at Altoona, Pennsylvania on this 20<sup>th</sup> day of April, 2001, and addressed as follows:

Christine Shubert, Trustee, for  
Power Operating Co., Inc. a/k/a Power Land Co.  
c/o Jerrod N. Poslusny, Jr., Esquire  
COZEN & O'CONNOR  
457 Haddonfield Road  
Cherry Hill, NJ 08002-2220

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Dept. 280946  
Harrisburg, PA 17128-0946  
ATTN: Dorothy A. Totton

Chester Hawkins, Sheriff  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830

Peter F. Smith, Esquire  
P.O. Box 130  
30 S. Second Street  
Clearfield, PA 16830

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: 

Alan R. Krier, Esquire  
PA I.D. #06672  
Attorney for Plaintiff,  
MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY, \

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**ACCEPTANCE OF SERVICE  
AND ACKNOWLEDGMENT  
OF NO LIEN BY INTERNAL  
REVENUE SERVICE**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

**FILED**

MAR 23 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE  
Defendants.

CIVIL DIVISION

No. 00-1303-CD

**ACCEPTANCE OF SERVICE AND ACKNOWLEDGEMENT  
OF NO LIEN BY INTERNAL REVENUE SERVICE**

TO THE PROTHONOTARY:

Attached hereto as Exhibit "A" is the Defendant's, UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE, Acceptance of Service dated February 26, 2001 of the Complaint in Mortgage Foreclosure.

By correspondence dated March 6, 2001 and March 15, 2001, attached hereto as Exhibits "B" and "C" respectively, Defendant, UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE has also acknowledged that there are no federal tax liens against the property in question, and they will not be filing an answer claiming an interest in the mortgaged premises.

  
Alan R. Krier, Esquire

PA I.D. #06672

JUBELIRER, CAROTHERS, KRIER & HALPERN

Park View Center, 10 Sheraton Drive

P.O. Box 2024

Altoona, PA 16603

814-943-1149

Attorney for Plaintiff,

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

ACCEPTANCE OF SERVICE

I accept service of the Complaint on behalf of the United States of America, Internal  
Revenue Service, and certify that I am authorized to do so.

Date: 2/26/01

M. M. Cal

U.S. Attorney  
Western District of Pennsylvania

\_\_\_\_\_  
(Mailing address)



District  
Director

Internal Revenue Service  
Department of the Treasury  
Federated Investors Tower  
1001 Liberty Avenue, Suite 1300  
Pittsburgh, PA 15222

March 6, 2001

2001400255  
MCC  
NJ T

Michael C. Colville  
Assistant U.S. Attorney  
Western District of Pennsylvania  
633 United States Post Office & Courthouse  
Pittsburgh, PA 15219

Re: Manufacturers and Traders Trust Co. v.  
Power Operating Co., Inc., and U.S.A.  
No. 00-1303-CD


Dear Mr. Colville:

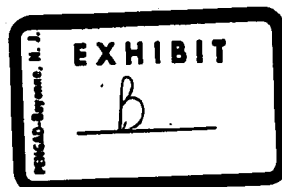
We have searched our Federal Tax Lien database pursuant to your letters dated February 26, 2001. The following is a report of the investigation:

We have no record of a Federal Tax Lien on file.

Should questions arise, Eugene Murphy, Technical Support Advisor, may be contacted at (412) 395-5213.

Sincerely yours,

  
Charles W. Dinan, Jr.  
Technical Support Group Manager





U.S. Department of Justice

United States Attorney  
Western District of Pennsylvania

633 United States Post Office & Courthouse  
Pittsburgh, Pennsylvania 15219

412/644-3500

MCC:njt  
2001V00255

March 15, 2001

Alan R. Krier, Esquire  
JUBELIRER, CAROTHERS, KRIER & HALPERN  
Park View Center  
Ten Sheraton Drive  
P. O. Box 2024  
Altoona, PA 16603

Re: Manufacturers and Traders Trust Company v.  
Power Operating Co., Inc. and the U.S.A.  
No. 00-1303-CD


Dear Mr. Krier:

In reference to the Complaint in Mortgage Foreclosure filed in connection with the above-captioned case, please be advised that the defendant United States of America does not intend to file an answer claiming an interest in the mortgaged premises.

According to a letter dated March 6, 2001, from Charles W. Dinan, Jr. of the Internal Revenue Service Advisory Unit, there is no record of a Federal Tax Lien against the property in question. A copy of Mr. Dinan's letter is enclosed for your records.

Very truly yours,

HARRY LITMAN  
United States Attorney

  
MICHAEL C. COLVILLE  
Assistant U.S. Attorney

Enclosure



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I served a true and correct copy of the foregoing ACCEPTANCE OF SERVICE AND ACKNOWLEDGMENT OF NO LIEN BY INTERNAL REVENUE SERVICE on all counsel of record and/or parties of interest by depositing same in the United States Mail, postage prepaid at Altoona, Pennsylvania on this 23rd day of March, 2001, and addressed as follows:

Jerrold N. Poslusny, Jr., Esquire  
COZEN & O'CONNOR  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220  
(Counsel for Christine Shubert, Trustee - Power Land Co., Inc.)

Glyn Powell  
c/o POWER OPERATING CO.  
P.O. Box 25  
Osceola Mills, PA 16666

JUBELIRER, CAROTHERS, KRIER & HALPERN

BY: 

Alan R. Krier, Esquire

PA I.D. 06672

Park View Center, 10 Sheraton Drive

P.O. Box 2024

Altoona, PA 16603

(814) 943-1149

Counsel for Plaintiff,

MANUFACTURERS AND TRADERS TRUST

CO. (M&T)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

Judgment No. \_\_\_\_\_

**AFFIDAVIT OF SALE PURSUANT  
TO Pa.R.C.P. 3129.2**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

**FILED**

JUN 05 2001

William A. Shaw  
Prothonotary

CORRECTED

## REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, JUNE 4, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., AND USA, IRS

to public venue or outcry at which time and place I sold the same to 23 INDIVIDUAL BIDDERS he/she being the highest bidder, for the sum of \$ 803,752.00 COSTS and made the following appropriations, viz.:

### SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		93.60
LEVY		
MILEAGE		
POSTING		15.00
CSDS		10.00
COMMISSION 2%	SEE INDIVIDUAL SHEETS	
POSTAGE		71.46
HANDBILLS		15.00
DISTRIBUTION		1,115.00
ADVERTISING		15.00
ADD'L SERVICE		45.00
DEED	SEE INDIVIDUAL SHEETS	
ADD'L POSTING		1,140.00
ADD'L MILEAGE		
PHONE CALLS/FAXES		180.00
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES \$ .50 PER PAGE		2,350.00
BILLING		88.00
WAGES		429.50
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>5,597.56</b>

### DEED COSTS:

REGISTER & RECORDER	\$	
ACKNOWLEDGEMENT	SEE INDIVIDUAL SHEETS	
TRANSFER TAX 2%		

**TOTAL DEED COSTS** **\$**

### DEBT & INTEREST:

DEBT-AMOUNT DUE	\$	8,885,781.10
-----------------	----	--------------

INTEREST - TO BE ADDED

<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$</b>	<b>8,885,781.10</b>
----------------------------------	-----------	---------------------

### COSTS:

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING		2,391.35
LATE CHARGES & FEES		
TAXES-Collector		7,437.72
TAXES-Tax Claim		181,656.44
COSTS OF SUIT-To Be Added		
LIST OF LIENS		525.00
MORTGAGE SEARCH		230.00
ACKNOWLEDGEMENT		40,534.35
DEED COSTS		16,050.04
SHERIFF COMMISSION		5,597.56
SHERIFF COSTS	\$	369.00
LEGAL JOURNAL AD		3,000.00
REFUND OF ADVANCE		80.00***
REFUND OF SURCHARGE		120.00
PROTHONOTARY	\$	650.00
SOLICITOR FEE		120.00
AUCTIONEER FEE		8,037.52
AUCTIONEER COMMISSION		133,227.00
PRIORITY CLAIM		
<b>TOTAL COSTS</b>	<b>\$</b>	<b>400,025.98</b>

\*\*\*\* \$40.00 TO ATTORNEY

\*\*\*\* \$40.00 TO SHERIFF - SERVICE  
OF TWO ADDITIONAL DEFENDANTS

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

Chester A. Hawkins, Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T) is the  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants

CIVIL DIVISION

NO. 00-1303-CD

STIPULATION

Filed on behalf of Manufacturers  
and Traders Trust Company (M&T),  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
KEYSTONE FINANCIAL BANK, N.A.  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

FILED

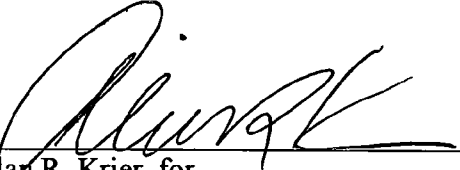
AUG 29 2001


William A. Shaw  
Prothonotary

### STIPULATION

NOW THIS, 23<sup>rd</sup> day of August, 2001 it is hereby Stipulated and agreed by the parties as follows:

1. The priority claim for corporate taxes of Power Operating Co. in connection with the Sheriff's sale conducted in the above matter is \$86,000.00
2. Of the \$133,227.00 escrowed by the Sheriff on account of said priority claim the sum of \$86,000.00 shall be distributed to the Commonwealth of Pennsylvania, Department of Revenue in full satisfaction of its claim for corporate taxes owed by Power Operating Co. and of all claims it may have to the proceeds of Sheriff's sale and the balance of the escrow in the sum of \$47,227.00 shall be distributed to Manufacturers and Traders Trust Company as the Plaintiff in the Writ.

  
Alan R. Krier, for  
Manufacturers & Traders Trust Company

  
Christos A. Katsaounis  
Assistant Counsel  
Pennsylvania Department of Revenue

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS	:	
TRUST COMPANY (M&T) is the	:	
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	CIVIL DIVISION
(KEYSTONE) Formerly known as	:	
MID-STATE BANK AND TRUST	:	NO. 00-1303-CD
COMPANY,	:	
	:	
Plaintiff	:	
	:	
vs.	:	
	:	
POWER OPERATING CO., INC. a/k/a	:	
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	
INTERNAL REVENUE SERVICE	:	
	:	
	:	
Defendants	:	

**ORDER**

NOW this 28<sup>th</sup> day of August, 2001 upon consideration of the attached Stipulation, it appearing that the parties have amicably resolved the exceptions to the Sheriff's proposed distribution filed by Manufacturers and Traders Trust Company and have resolved their respective claims to the funds held in escrow by the Sheriff it is ORDERED and DECREED that the sum of \$133,227.00 escrowed by the Sheriff on account of the priority lien claim submitted by the Commonwealth of Pennsylvania Department of Revenue be distributed as follows:

- a. To the Commonwealth of Pennsylvania Department of Revenue \$86,000.00
- b. To Manufacturers and Traders Trust Co. \$47,227.00.

**FILED**

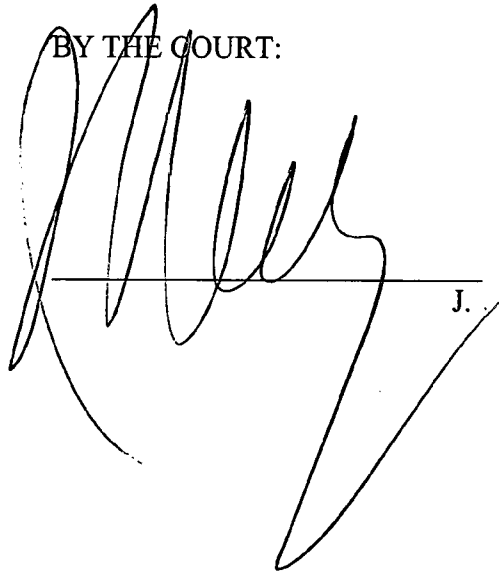
AUG 29 2001

William A. Shaw  
Prothonotary

The proceeds payable to the Commonwealth shall be forwarded to Christos A.

Katasounis, Assistant Counsel, Pennsylvania Department of Revenue, Office of Chief Counsel  
Department 281061, Harrisburg, PA 17128-1061. The proceeds payable to Manufacturers and  
Traders Trust Co. shall be forwarded to Gary Golden, M&T Bank, 601 Dresher Road, Horsham,  
PA 19044-2203.

BY THE COURT:

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops. To the right of the signature, the letter 'J.' is printed.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I served a true and correct copy of the foregoing  
STIPULATION on all counsel of record and/or parties of interest by depositing same in the  
United States Mail, postage prepaid at Altoona, Pennsylvania on this 27<sup>th</sup> day of August, 2001,  
and addressed as follows:

Jerrold N. Poslusny, Jr., Esquire  
COZEN & O'CONNOR  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220

Christos A. Katsaounis, Assistant Counsel  
PA Department of Revenue  
Office of Chief Counsel  
Dept. 281061  
Harrisburg, PA 17128-1061

Peter F. Smith, Esquire  
P.O. Box 130  
30 S. Second Street  
Clearfield, PA 16830

JUBELIRER, CAROTHERS, KRIER & HALPERN

BY: 

Alan R. Krier, Esquire  
PA I.D. 06672  
Park View Center, 10 Sheraton Drive  
P.O. Box 2024  
Altoona, PA 16603  
(814) 943-1149  
Counsel for Plaintiff,  
MANUFACTURERS AND TRADERS TRUST  
CO. (M&T)

**FILED**

01/11/32-67  
AUG 29 2001

William A. Shaw  
Prothonotary

cc  
My Krier

~~cc~~

9/10/01

cc SHK

CA

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

MANUFACTURERS AND TRADERS :  
TRUST COMPANY (M&T) :  
Successor in interest by merger to :  
KEYSTONE FINANCIAL BANK, N.A.:  
(KEYSTONE) Formerly known as :  
MID-STATE BANK AND TRUST :  
COMPANY :

vs. :

No. 00-1303-CD

POWER OPERATING CO., INC. a/k/a :  
POWER LAND C. a/k/a POWER :  
LAND CO., INC. :

vs. :

THE UNITED STATES OF AMERICA :  
INTERNAL REVENUE SERVICE :

**ORDER**

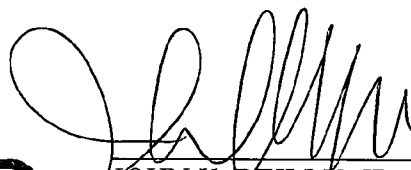
NOW, this 26<sup>th</sup> day of April, 2001, upon consideration of  
Attorney Krier's Exceptions to Proposed Distribution of Proceeds of Sheriff's Sale, a  
Rule is hereby issued upon the parties to appear and Show Cause why the Motion  
should not be granted. Rule Returnable the 18<sup>th</sup> day of June, 2001,  
at 2:00 P.M. in Courtroom No. 1, Clearfield County  
Courthouse, Clearfield, PA.

BY THE COURT:

**FILED**

APR 26 2001

William A. Shaw  
Prothonotary

  
JOHN K. REILLY, JR.  
President Judge

**FILED**

APR 26 2001

0/2144/4  
William A. Shaw  
Prothonotary

6 sent to ATT  
E  
KAD



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

10624

MANUFACTURERS AND TRADERS TRUST

00-1303-CD

VS.

POWER OPERATING ET AL

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 12, 2001, AT 9:07 AM O'CLOCK DEPUTIES, CHUCK ALEXANDER REALTOR, AND KEITH MANGAN, ATTORNEY STARTED POSTING THE PROPERTIES OF THE DEFENDANT.

NOW, FEBRUARY 13, 2001, AT 9:10 AM O'CLOCK POSTING CONTINUED FOR PROPERTIES OF THE DEFENDANT.

SALE IS SET FOR FRIDAY, MARCH 23, 2001, AT 10:00 AM.

NOW, FEBRUARY 13, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO USA, US ATTORNEY, WESTERN DISTRICT OF PENNSYLVANIA, 633 US POST OFFICE AND COURTHOUSE, PITTSBURGH, 15219, AND UNITED STATES OF AMERICA, IRS, C/O ATTORNEY GENERAL'S OFFICE, TENTH AND CONSTITUTIONAL AVENUE, NW, WASHINGTON, DC, 20530, BY CERTIFIED MAIL.

NOW, FEBRUARY 14, 2002, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON THE US ATTORNEY, WESTERN DISTRICT OF PENNSYLVANIA, DEFENDANT, AT PLACE OF BUSINESS, 633 US POST OFFICE AND COURTHOUSE, PITTSBURGH, PENNSYLVANIA, 15219, BY CERTIFIED MAIL #7000 0600 0023 2701 1441.

NOW, FEBRUARY 15, 2001, GLEN POWELL DOES NOT WANT SERVED WITH PAPERS FOR POWER LAND AS HE NO LONGER HAS ANYTHING TO DO WITH COMPANY.

NOW, FEBRUARY 15, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO CHRISTINE SHUBERT, TRUSTEE FOR POWER OPERATING CO., INC., A/K/A POWER LAND CO., A/K/A POWER LAND CO., INC, DEFENDANT, TO 7 FOX SPARROW TURN, TABERNACLE, NEW JERSEY, 08033, BY REGULAR AND CERTIFIED MAIL.

FILED  
SEP 18 2001

William A. Shaw  
Prothonotary

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

MANUFACTURERS AND TRADERS TRUST

00-1303-CE

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VS.

POWER OPERATING ET AL

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, FEBRUARY 15, 2001, PER BRENDA AT ATTORNEY KRIER'S OFFICE, SERVE MR POWELL AND CHRISTINE SHUBERT, 7 FOX SPARROW TURN, TABERNACLE, NEW JERSEY, 08033.

NOW, FEBRUARY 17, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ALEX SHUBERT, FOR CHRISTINE SHUBERT, DEFENDANT, BY CERTIFIED MAIL #7000 0600 0023 2701 1410.

NOW, FEBRUARY 20, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON THE UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE, DEFENDANT, AT PLACE OF BUSINESS, C/O ATTORNEY GENERAL'S OFFICE, TENTH AND CONSTITUTIONAL AVENUE, NW, WASHINGTON, DC, 20530, BY CERTIFIED MAIL #7000 0600 0023 2701 1458.

NOW, FEBRUARY 20, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO GLEN POWELL OF POWER OPERATING CO., INC., A/K/A POWER LAND CO., A/K/A POWER LAND CO., INC., DEFENDANT, BY REGULAR AND CERTIFIED MAIL

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

MANUFACTURERS AND TRADERS TRUST

00-1303-CD

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VS.

POWER OPERATING ET AL

WRIT OF EXECUTION    REAL ESTATE

**SHERIFF RETURNS**

---

NOW, MARCH 5, 2001, RECEIVED CERTIFIED CARD THAT C SHUBERT WAS SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY FOR GLEN POWELL, POWER OPERATING CO., INC., A/K/A POWER LAND CO., A/K/A POWER LAND CO., INC., DEFENDANT, BE CERTIFIED MAIL #7000 0600 0023 2701 1403.

NOW, MARCH 23, 2000, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY TWENTY-THREE (23) INDIVIDUAL BIDDERS. EACH BIDDER PAID THE REQUIRED 10% DOWN, TOTAL BID WAS EIGHT HUNDRED THREE THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS (\$803,752.00).

NOW, APRIL 3, 2001, RECEIVED PERSONAL CHECK #5999 IN THE AMOUNT OF THREE THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND TWO CENTS (\$3,815.02) FROM DAVID A. SWATSWORTH AND KAREN D. SWATSWORTH BUYERS OF LOT # 27, THIS IS PAYMENT IN FULL.

NOW, APRIL 5, 2001, RECEIVED PERSONAL CHECK #1447 IN THE AMOUNT OF TWELVE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND FIFTY-EIGHT CENTS (\$12,415.58) AND CHECK #103 IN THE AMOUNT OF FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$14,000.00) FROM KEITH C. PETROSKY AND LILY M. PETROSKY, BUYERS OF LOT #17, THIS IS PAYMENT IN FULL.

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

MANUFACTURERS AND TRADERS TRUST

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**SHERIFF RETURNS**

---

NOW, APRIL 5, 2001, RECEIVED PERSONAL CHECK #3-87 IN THE AMOUNT OF THREE THOUSAND THREE HUNDRED FORTY-TWO DOLLARS AND THIRTY-TWO CENTS (\$3,342.32) FROM PARTICK D. SCHNARRS AND AMY S. SCHNARRS, BUYERS OF LOT #7, THIS IS PAYMENT IN FULL.

NOW, APRIL 6, 2001, RECEIVED TREASURER'S CHECK #126998 (CB&T) IN THE AMOUNT OF TWENTY THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND FIFTY-TWO CENTS (\$20,252.52) FROM DAVID B. COBLE, BUYER OF LOTS #23, 24, 34 AND 36, THIS IS PAYMENT IN FULL.

NOW, APRIL 6, 2001, RECEIVED PERSONAL CHECK #2464 IN THE AMOUNT OF NINETEEN THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND FIFTY-TWO CENTS (\$19,166.52) FROM DENNIS A. WEISGARBER AND TRACY G. WEISGARBER, BUYERS OF LOT #28, THIS IS PAYMENT IN FULL.

NOW, APRIL 9, 2001, RECEIVED PERSONAL CHECK (NEW ACCOUNT - NO NUMBER) FOR JR. LAND COMPANY, INC., IN THE AMOUNT OF TWO HUNDRED NINETY-THREE THOUSAND TWO HUNDRED FORTY-FOUR AND EIGHTEEN CENTS (\$293,244.15), FROM GEORGE COWFER BUYER OF LOTS# 1, 6a, 10, 11, 15, 16, 26, 29, 30, 31, 32 and 44, THIS IS PAYMENT IN FULL.

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

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---

NOW, APRIL 9, 2001, RECEIVED PERSONAL CHECK #183 IN THE AMOUNT OF TWENTY-EIGHT THOUSAND SIX HUNDRED FORTY-ONE DOLLARS AND TWELVE CENTS (\$28,641.12) FROM PAUL E. NOLL, (1/3 INTEREST), PERSONAL CHECK #368 IN THE AMOUNT OF THIRTY-EIGHT THOUSAND SIX HUNDRED FORTY-ONE DOLLARS AND TWELVE CENTS (\$38,641.12) FROM GERALD E. FARABAUGH AND JOANNE M. FARABAUGH, (1/3 INTEREST), AND PERSONAL CHECK #4814 IN THE AMOUNT OF THIRTY-EIGHT THOUSAND SIX HUNDRED FORTY-ONE DOLLARS AND TWELVE CENTS (\$38,641.12), FROM PATRICK J. DUMM AND VIRGINIA M. DUMM (1/3 INTEREST), FOR A TOTAL OF ONE HUNDRED FIVE THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND THIRTY-SIX CENTS (\$105,923.36), BUYERS OF LOT #12, THIS IS PAYMENT IN FULL.

NOW, APRIL 9, 2001, RECEIVED PERSONAL CHECK #106 IN THE AMOUNT OF SIXTY-TWO THOUSAND TWO HUNDRED FORTY-ONE DOLLARS AND NINETY-NINE CENTS (\$62,241.99) FROM DARRELL L. DUFOUR AND KATHY J. DUFOUR BUYERS OF LOT #18, THIS IS PAYMENT IN FULL.

NOW, APRIL 9, 2001, RECEIVED PERSONAL CHECK #1015 IN THE AMOUNT OF THIRTEEN THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$13,681.25) FROM PATRICK SHEDLOCK, BUYER OF LOT #43, THIS IS PAYMENT IN FULL.

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

MANUFACTURERS AND TRADERS TRUST

00-1303-CD

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**SHERIFF RETURNS**

---

NOW, APRIL 9, 2001, RECEIVED BUSINESS CHECK #3035 IN THE AMOUNT OF TWENTY-SEVEN THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS AND ONE CENT (\$27,632.01), FROM WILLIAM B. REILLY, T/D/B/A KEYSTONE LAND AND TIMBER COMPANY, BUYER OF LOT #19, THIS IS PAYMENT IN FULL.

NOW, APRIL 9, 2001, RECEIVED CHECK #7624 FROM RONALD ARCHER, ATTORNEY, IN THE AMOUNT OF SIXTY-SEVEN THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS AND TWELVE CENTS (\$67,366.12), FROM DENNIS L. MYERS AND DANA HUGHES, BUYERS OF LOT #33, THIS IS PAYMENT IN FULL.

NOW, APRIL 9, 2001, FILED DEED FOR DENNIS L. MYERS AND DANA HUGHES, LOT #33.

NOW, APRIL 10, 2001 RECEIVED BUSINESS CHECK #154 FROM EDWARD GEORGE, IN THE AMOUNT OF THIRTY-THREE THOUSAND FOUR HUNDRED FORTY-TWO DOLLARS AND THIRTY-ONE CENTS (\$33,442.31), FOR JACOB GEORGE FORD SALES, INC., BUYER OF LOT #14, THIS IS PAYMENT IN FULL.

NOW, APRIL 10, 2001, RECEIVED PERSONAL CHECK #815 IN THE AMOUNT OF ONE THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS AND SEVENTY-FOUR CENTS (\$1,945.74), FROM FRANK A. POLACHKO, BUYER OF LOT #41, THIS IS PAYMENT IN FULL.

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

MANUFACTURERS AND TRADERS TRUST

00-1303-CD

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---

NOW, APRIL 10, 2001, RECEIVED PERSONAL CHECK #188 IN THE AMOUNT OF ONE THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS AND FIFTY-NINE CENTS (\$1,694.59), FROM FRANK J. LATOSKY, BUYER OF LOT #13, THIS IS PAYMENT IN FULL.

NOW, APRIL 11, 2001, FILED DEED FOR GERALD E. FARABAUGH AND JOANNE M. FARABAUGH, HUSBAND AND WIFE, PATRICK J. DUMM AND VIRGINIA M. DUMM, HUSBAND AND WIFE, AND PAUL E. NOLL, FOR LOT #12.

NOW, APRIL 11, 2001, FILED DEED FOR KEITH C. PETROSKY AND LILY M. PETROSKY, FOR LOT #17.

NOW, APRIL 11, 2001, FILED DEED FOR DARRELL L. DUFOUR AND KATHY J. DUFOUR, FOR LOT #18.

NOW, APRIL 11, 2001, FILED DEED FOR WILLIAM B. REILLY, T/D/B/A KEYSTONE LAND AND TIMBER COMPANY, FOR LOT #19.

NOW, APRIL 11, 2001, FILED DEED FOR DAVID B. COBLE, FOR LOT #23.

NOW, APRIL 11, 2001, FILED DEED FOR DAVID B. COBLE, FOR LOT #24.

NOW, APRIL 11, 2001, FILED DEED FOR DAVID A. SWATSWORTH AND KAREN D. SWATSWORTH, FOR LOT #27.

NOW, APRIL 11, 2001, FILED DEED FOR DENNIS A. WEISGARBER AND TRACY G. WEISGARGER, FOR LOT #28.

NOW, APRIL 11, 2001, FILED DEED FOR DAVID B. COBLE, FOR LOT #34.

NOW, APRIL 11, 2001, FILED DEED FOR DAVID B. COBLE, FOR LOT #36.

NOW, APRIL 11, 2001, FILED DEED FOR PATRICK SHEDLOCK, FOR LOT #43.

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

Sheriff Docket #

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MANUFACTURERS AND TRADERS TRUST

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**SHERIFF RETURNS**

---

NOW, APRIL 11, 2001, RECEIVED PERSONAL CHECK #105 IN THE AMOUNT OF THREE THOUSAND THREE HUNDRED FIFTY DOLLARS AND SIXTY-SEVEN CENTS (\$3,350.67) FROM MARK RUSNAK, BUYER OF LOT #37 PAYMENT IN FULL.

NOW, APRIL 11, 2001, RECEIVED PERSONAL CHECK #2311 IN THE AMOUNT OF NINETEEN THOUSAND NINE HUNDRED NINETY DOLLARS AND NINE CENTS (\$19,990.09) FROM EDWIN M. STORM, BUYER OF LOT #21.

NOW, APRIL 11, 2001, FILED DEED FOR PATIRCK D. SCHNARRS AND AMY S. SCHNARRS, FOR LOT #7.

NOW, APRIL 12, 2001, FILED DEED FOR FRANK J. LATOSKY, FOR LOT #13.

NOW, APRIL 12, 2001, FILED DEED FOR JACOB GEORGE FORD SALES, INC., FOR LOT #14.

NOW, APRIL 12, 2001, FILED DEED FOR JOHN A. POLACHKO, FOR LOT #41.

NOW, APRIL 12, 2001, RECEIVED PERSONAL CHECK #0315 IN THE AMOUNT OF FORTY-SIX THOUSAND SIX HUNDRED TWENTY DOLLARS AND FIFTY-TWO \_\_\_\_\_ CENTS (\$46,620.52) FROM TIMOTHY BAUGHMAN, BUYER OF LOT #20. \_THIS IS\_\_\_ PAYMENT IN FULL.

NOW, APRIL 16, 2001, FILED DEED FOR DENNIS A. STORM AND ROSE D. \_\_\_\_\_ STORM, FOR LOT #21. RETURNED - NOT ENOUGH TRANSFER TAX - CALL BUYER. \_\_\_\_

NOW, APRIL 16, 2001, FILED DEED FOR MARK J. RUSNAK AND VICTORIA E. \_\_\_\_\_ RUSNAK, FOR LOT #37. \_\_\_\_\_



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

**MANUFACTURERS AND TRADERS TRUST**

**00-1303-CD**

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**VS.**

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**SHERIFF RETURNS**

---

**NOW, APRIL 17, 2001, BILLED DENNIS A. STORM AND ROSE D. STORM FOR  
ADDITIONAL TRNSFER TAX NEEDED (HAD ONLY CHARGED FOR ONE PROPERTY -  
THERE WERE TWO).**

**NOW, APRIL 17, 2001, FILED FINAL SCHEDULE OF DISTRIBUTION.**

**NOW, APRIL 18, 2001, FILED DEED FOR TIMOTNY J. BAUGHMAN AND TINA L.  
BAUGHMAN, FOR LOT #20.**

**NOW, APRIL 17, 2001, FILED SCHEDULE OF DISTRIBUTION WITH THE  
PROTHONOTARY.**

**NOW, APRIL 19, 2001, RECEIVED FAX OF EXCEPTIONS TO PROPOSED  
DISTRIBUTION OF PROCEEDS.**

**NOW, APRIL 20, 2001, RECEIVED PERSONAL CHECK #2339 IN THE AMOUNT OF  
FOUR HUNDRED SIXTY-DOLLARS AND THIRTY-FOUR CENTS (\$462.34) FROM DENNIS  
STORM AND ROSE D. STORM, FOR ADDITIONAL TRANSFER TAX DUE ON LOT #21.**

**NOW, APRIL 20, 2001, RECEIVED CHECK #9044 IN THE AMOUNT OF NINE  
THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS AND THIRTY-TWO  
CENTS (\$9,982.32) FROM OSCEOLA MILLS BOROUGH, BUYER OF LOT #22,  
THIS IS PAYMENT IN FULL.**

**NOW, APRIL 20, 2001, RECEIVED PERSONAL CHECK #5721 IN THE AMOUNT  
OF TWO THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND EIGHTY-FOUR  
CENTS (\$2,860.84), FROM MICHAEL WASHKO, M.D.T., BUYERS OF LOT #25,  
THIS IS PAYMENT IN FULL.**

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

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**SHERIFF RETURNS**

---

NOW, APRIL 20, 2001, RECEIVED PERSONAL CHECK #2969 IN THE AMOUNT OF FIVE THOUSAND THREE HUNDRED FIFTEEN DOLLARS AND FIFTY-NINE CENTS (\$5,315.59) FROM MICHAEL G. ADAMS AND SUSAN V. ADAMS, BUYER OF LOTS #8, 9, 35 (ALSO PURCHASED LOT #38 - MAY NOT PAY FOR THIS LOT AS THEY CAN FIND NO MAP FOR THIS PROPERTY), THIS IS PAYMENT IN FULL FOR THE THREE LOTS.

NOW, APRIL 23, 2001, RECEIVED EXCEPTIONS TO THE PROPOSED DISTRIBUTION OF PROCEEDS FOR THIS SALE.

NOW, APRIL 23, 2001, FILED EXCEPTIONS WITH PROTHONOTARY.

NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., INC., LOT #26.

NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., INC., LOT #29.

NOW, APRIL 25, 2001, FILED DEED FOR EDWIN M. STORM, LOT #21.

NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND COMPANY, LOT #15. \_\_\_\_\_

NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., LOT #30.

NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., LOT #31.

NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., LOT #32.

NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., LOT #1.

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

**MANUFACTURERS AND TRADERS TRUST**

**00-1303-CD**

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**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., LOT #6a**

**NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., LOT #10.**

**NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., LOT #11.**

**NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., LOT #15.**

**NOW, APRIL 25, 2001, FILED DEED FOR JR. LAND CO., LOT #16.**

**NOW, APRIL 25, 2001, FILED DEED FOR DENNIS A. STORM AND ROSE D. STORM,  
FOR LOT #21.**

**NOW, APRIL 25, 2001, FILED DEED FOR OSCEOLA MILLS BOROUGH FOR  
LOT #22.**

**NOW, APRIL 25, 2001, FILED FOR M.D.T., LOT #25.**

**NOW, APRIL 25, 2001, RECEIVED ATTORNEY BIGELOW'S CHECK #108 IN  
THE AMOUNT OF ONE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED  
FORTY-FOUR DOLLARS AND SEVENTY-EIGHT CENTS (\$188,844.78) FOR ERIC O.  
GILLILAND AND BERNADETTE GILLILAND, BUYERS OF LOTS #2, 3, 4, 5, 6b AND  
6c, THIS IS PAYMENT IN FULL.**

**NOW, APRIL 25, 2001, FILED DEED FOR MICHAEL GLEN ADAMS AND  
SUSAN VERONICA ADAMS, LOTS 8, 9 AND 35.**

**NOW, APRIL 26, 2001, RECEIVED COPY OF COURT ORDER SCHEDULING  
HEARING ON EXCEPTIONS TO PROPOSED DISTRIBUTION OF PROCEEDS  
FOR SALE. RULE RETURNABLE IS SET FOR MONDAY, JUNE 18, 2001, AT  
2:00 PM, O'CLOCK.**

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

**MANUFACTURERS AND TRADERS TRUST**

**00-1303-CD**

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**SHERIFF RETURNS**

---

**NOW, APRIL 30, 2001, FILED DEED FOR JR. LAND CO., LOT #44 (FIVE).**

**NOW, APRIL 30, 2001, FILED DEED FOR JR. LAND CO., LOT #44 (SIXTY-ONE).**

**NOW, APRIL 30, 2001, FILED DEED FOR ERIC O. GILLILAND AND  
BERNADETTE GILLILAND, LOTS #2, 3, 4, 5, 6b and 6c.**

**NOW, MAY 14, PAID THE PROGRESS, CLEARFIELD COUNTY LEGAL JOURNAL  
ADDITIONAL SURCHARGE TO SHERIFF HAWKINS, LIEN AND MORTGAGE SEARCH,  
SOLICITOR COSTS SUBMITTED TO DATE AND COMMISSION AND COSTS TO  
AUCTOINEER.**

**NOW, MAY 23, 2001, PAID MANUFACTURERS AND TRADERS TRUST COMPANY  
BID ( MINUS LOTS #38, 39 AND 40 - BIDDERS DID NOT PAY FOR THESE),  
MINUS PRIORITY CLAIM AND MONEY FOR AND FUTURE COSTS (THESE WILL BE  
PAID AFTER COURT HEARING ON JUNE 18, 2001) MADE REFUND OF ADVANCE AND  
SURCHARGE**

**NOW, JUNE 13, 2001, RECEIVED NOTICE THAT THE HEARING SCHEDULED FOR  
MONDAY, JUNE 18, 2001, HAS BEEN CANCELED BECAUSE ISSUE WAS SETTLED.**

**NOW, SEPTEMBER 12, 2001, RECEIVED A COPY OF COURT ORDER STATING THAT  
PENNSYLVANIA DEPARTMENT OF REVENUE WILL RECEIVE EIGHTY-SIX THOUSAND  
(\$86,000.00) DOLLARS FOR PRIORITY CLAIM AND THAT MANUFACTURERS AND  
TRADERS, PLAINTIFF, WILL RECEIVE FORTY-SEVEN THOUSAND TWO HUNDRED  
TWENTY-SEVEN (\$47,227.00) DOLLARS FROM MONEY HELD IN ESCROW.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

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MANUFACTURERS AND TRADERS TRUST

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VS.

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SHERIFF RETURNS

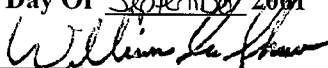
NOW, SEPTEMBER 18, 2001, RETURN WRIT AS A SALE BEING HELD ON MARCH 23, 2001, THERE WERE TWENTY-THREE (23) INDIVIDUAL BUYERS. COSTS WERE PAID, MONEY FROM MONEY COLLECTED FROM BUYERS. ADVANCE AND SURCHARGE WERE RETURNED TO THE PLAINTIFF ON MAY 23, 2001.

SHERIFF HAWKINS \$6,423.68

SURCHARGE 80.00


PAID BY BUYERS OF PROPERTY

Sworn to Before Me This

18<sup>th</sup> Day Of September 2001  


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

So Answers,

  
by Margaret W. Pratt  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

Manufacturers and Traders Trust Company (M&T),  
Keystone Financial Bank, N.A. (Keystone),  
Mid-State Bank and Trust Company,

Vs.

NO.: 2000-01303-CD

Power Operating Co., Inc., a/k/a Power Land Co.,  
a/k/a Power Land Co., Inc. and  
United States of America Internal Revenue Service,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due MANUFACTURERS AND TRADERS TRUST COMPANY (M&T), KEYSTONE FINANCIAL BANK, N.A. (KEYSTONE), MID-STATE BANK AND TRUST COMPANY, , Plaintiff(s) from POWER OPERATING CO., INC., UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, POWER LAND CO., POWER LAND CO., INC., , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Exhibit "A"

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) 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/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$8,885,781.10  
INTEREST Plus interest from 2/24/00 at rate specified in  
mortgage and note.  
PROTH. COSTS \$  
ATTY'S COMM \$  
DATE 01/18/2001

PAID \$120.00  
SHERIFF \$

OTHER COSTS \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 18<sup>th</sup> day  
of January A.D. 2001  
At 1:25 A.M./P.M.

Chester A. Hawkins  
by Margaret H. Pitt

Requesting Party: Alan Krier, Esquire

All the right title and interest of Power Operating Co., Inc. a/k/a Power Land Co. a/k/a Power Land Co., Inc. in and to the various premises located in Decatur Township, Morris Township, Pike Township, Woodward Township, Gulich Township, Beccaria Township, Osceola Borough, Bigler and Brisbin Borough identified and described by the following tax map and control numbers:

County	Township	Control No.	Map #	Assessed Acres
Clearfield	Woodward	1300-42791	N14-000-00040	8.00
Clearfield	Woodward	1300-42790	M15-000-00077	15.01
Clearfield	Gulich	1180-38384	L16-000-00172	419.92
Clearfield	Gulich	1180-38385	L16-000-00181	73.84
Clearfield	Gulich	1180-38383	L16-000-00136	75.02
Clearfield	Gulich	1180-38388	L16-000-00176	201.87
Clearfield	Gulich	1180-38362	M16-000-00010	1.00
Clearfield	Gulich	1180-38391	M16-000-00003	288.96
Clearfield	Gulich	1180-38363	M16-000-00009	5.00

Clearfield	Gulich	1180-47133	M15-531-00027	0.00
Clearfield	Gulich	1180-38365	M15-531-00016	0.00
Clearfield	Gulich	1180-38375	M15-531-00020	0.00
Clearfield	Gulich	1180-38372	M15-531-00021	0.00
Clearfield	Gulich	1180-38373	M15-531-00018	0.00
Clearfield	Gulich	1180-38377	M15-531-00017	2.57
Clearfield	Gulich	1180-38374	M15-531-00019	3.00
Clearfield	Gulich	1180-38364	M16-000-00005	1.00
Clearfield	Gulich	1180-38371	M16-000-005.5	2.00
Clearfield	Gulich	1180-38370	M16-000-005.1	4.00
Clearfield	Gulich	1180-38368	M16-000-005.4	4.00
Clearfield	Gulich	1180-38369	M16-000-005.2	2.00
Clearfield	Gulich	1180-38367	M16-000-005.3	2.00

Clearfield	Gulich	1180-38392	M16-000-00007	1.00
Clearfield	Gulich	1180-38361	M16-000-00008	1.00
Clearfield	Gulich	1180-38376	M15-520-00002	0.00

Clearfield	Gulich	1180-38390	M16-000-00002	274.00
Clearfield	Woodward	1300-80377	M15-000-00005	47.00
Clearfield	Gulich	1180-47131	M15-531-00025	0.00
Clearfield	Gulich	1180-47132	M15-531-00026	0.00

Clearfield	Woodward	1300-81000	M15-000-00030	0.00
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Clearfield	Woodward	1300-80441	M15-000-00029	0.00
Clearfield	Woodward	1300-80999	M15-000-00065	0.19

Clearfield	Woodward	1300-80597	M15-000-00049	0.18
Clearfield	Gulich	1180-38380	L15-000-00052	182.50

Clearfield	Gulich	1180-38387	L15-000-00051	436.19
Clearfield	Gulich	1180-38393	L15-000-00073	0.63
Clearfield	Gulich	1180-38366	L15-621-00015	1.80
Clearfield	Gulich	1180-42664	M15-000-00008	6.51



Clearfield	Gulich	1180-38381	L15-000-000	215.47
Clearfield	Woodward	1300-80373	M15-000-00001	334.26

Clearfield	Woodward	1300-79794	M15-525-00012	3.27
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Clearfield	Gulich	1180-38378	K16-000-00026	292.34
Clearfield	Beccaria	1010-13011	K16-000-00031	20.00

Clearfield	Decatur	1120-19529	O13-000-00147	152.00
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Clearfield	Decatur	1120-19534	O12-000-00004	229.00
Clearfield	Decatur	1120-19535	O12-000-00032	113.00

Clearfield	Decatur	1120-20554	N12-000-00031	118.10
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Clearfield	Decatur	1120-20552	N12-000-00025	159.81
Clearfield	Decatur	1120-20555	N12-000-00032	142.41

Clearfield	Decatur	1120-20553	N12-000-00026	118.89
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Clearfield	Decatur	1120-20112	N13-000-00008	378.68
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Clearfield	Decatur	1120-20110	M13-000-00008	47.66
Clearfield	Decatur	1120-20111	M13-000-00010	88.00

Clearfield	Osceola Boro.	0160-02432	O13-378-00095	1.03
Clearfield	Osceola Boro.	0160-02431	O13-379-00089	0.80
Clearfield	Osceola Boro.	0160-02577	O13-379-00094	12.22

Clearfield	Decatur	1120-19537	P11-000-00089	1.00
Clearfield	Decatur	1120-20558	P12-000-00218	70.22
Clearfield	Morris	1240-83972	Q11-000-00167	7.59
Clearfield	Pike	1260-92329	I09-000-00071	17.17
Clearfield	Pike	1260-93193	I09-000-00089	23.26
Clearfield	Pike	1260-92513	I09-000-00099	43.00
Clearfield	Pike	1260-82514	I09-000-00100	4.87
Clearfield	Pike	1260-92080	I09-000-00109	3.00
Clearfield	Pike	1260-30272	I09-000-00150	23.96
Clearfield	Woodward	1300-80380	N14-000-00015	175.78
Clearfield	Decatur	1120-20115	O14-000-00011	207.99
Clearfield	Decatur	1120-20538	O14-000-00039	1.00
Clearfield	Decatur	1120-19803	O14-000-00007	0.96
Clearfield	Decatur	1120-47345	P12-000-00335	10.50
Clearfield	Decatur	1120-20557	P11-000-00151	3.70
Clearfield	Morris	1240-83975	999-000-00004	37.00
Clearfield	Morris	1240-83973	999-000-00005	145.00
Clearfield	Decatur	1120-20064	999-000-00067	113.75
Clearfield	Decatur	1120-20099	999-000-00071	3.92

Clearfield	Woodward	1300-80379	M15-000-00057	30.26
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Township	Map #	Control No.	Description	Acres
Woodward	888-000-00033 MN	1300-80366	Mineral	2.2
Woodward	888-000-00035 MN	1300-80368	Mineral	8.5
Pike	888-000-00090 MN	1260-93192	Mineral	10.28
Decatur	888-000-00095 MN	1120-20093	Mineral	5.68
Decatur	888-000-00098 MN	1120-20098	Mineral	1
Decatur	888-000-00102 MN	1120-20102	Mineral	1
Decatur	888-000-00135 MN	1120-20546	Mineral	4
Decatur	888-000-00139 MN	1120-20550	Mineral	42.5
Bigler	K13-000-00009 MN	1030-89415	Mineral	256
Gulich	K17-000-00011 MN	1180-38379	Mineral	424.29
Gulich	K17-000-00033 MN	1180-38356	Mineral	19
Gulich	L16-000-00167 MN	1180-38360	Mineral	16
Gulich	L16-000-00168 MN	1180-38359	Mineral	16
Gulich	L16-000-00168 MN	1180-38357	Mineral	9
Gulich	L16-000-00170 MN	1180-48354	Mineral	119.76
Gulich	L16-000-00250	1180-48355	Min. Coal Gas and Oil	76.97
Gulich	L17-000-00026 MN	1180-38358	Mineral	25
Decatur	M13-000-00028 MN	1120-20097	Mineral	19
Brisbin Boro.	M14-000-00016 MN	0010-03562	Mineral	3.2
Woodward	M15-000-00011 MN	1300-80357	Mineral	10
Woodward	M15-000-00018 MN	1300-80358	Mineral	10.8
Decatur	N11-000-00012MN	1120-96684	Mineral	334.18
Decatur	N12-000-00024 MN	1120-20548	Mineral	105
Decatur	N12-000-00043 MN	1120-20547	Mineral	60
Decatur	N12-000-00070 MN	1120-96686	Mineral	96.66
Decatur	N13-000-00040 MN	1120-20094	Mineral	25
Decatur	N14-000-00001 MN	1120-20109	Mineral	8
Decatur	N14-000-00001 MN	1120-20100	Mineral	5
Decatur	N14-000-00001 MN	1120-20101	Mineral	10.45
Woodward	N14-000-00001 MN	1300-80364	Mineral	1.94
Woodward	N14-000-00001 MN	1300-80362	Mineral	11
Woodward	N14-000-00001 MN	1300-80370	Mineral	5
Woodward	N14-000-00001 MN	1300-80359	Mineral	11.5
Woodward	N14-000-00001 Mn	1300-80361	Mineral	1.58
Woodward	N14-000-00001 MN	1300-80360	Mineral	5.35
Woodward	N14-000-00002 MN	1300-80363	Mineral	5
Woodward	N14-000-00003 MN	1300-80372	Mineral	15.15
Decatur	N14-000-00004 MN	1120-20104	Mineral	2.72
Woodward	N14-000-00004 MN	1300-80365	Mineral	21.36
Decatur	N14-000-00005 MN	1120-20106	Mineral	3
Decatur	N14-000-00006 MN	1120-20103	Mineral	3
Decatur	N14-000-00007 Mn	1120-20107	Mineral	18
Decatur	N14-000-00001 MN	1120-20098	Mineral	3.5
Woodward	N14-000-00016 MN	1300-80369	Mineral	3.93
Decatur	N14-000-00018 MN	1120-20103	Mineral	5.64
Woodward	N14-000-00019 MN	1300-80367	Mineral	1.64
Woodward	N14-000-00041 MN	1300-80371	Mineral	0.28
Decatur	O12-000-00008 MN	1120-18596	Mineral	148
Decatur	O12-000-00008 Mn	1120-19527	Mineral	148
Decatur	O12-000-00029 MN	1120-96685	Mineral	279.95
Decatur	O13-000-00033 MN	1120-20092	Mineral	9.56
Decatur	O13-000-00049 MN	1120-19524	Mineral	18.19
Decatur	O13-000-00067 MN	1120-20108	Mineral	7.83
Decatur	O13-000-00082 MN	1120-20090	Mineral	10.09
Decatur	O13-000-00147	1120-19597	Mineral	206
Decatur	O13-000-66/90 MN	1120-20095	Mineral	6
Decatur	O13-000-67/90 MN	1120-20067	Mineral	5
Osceola Boro	O13-377-00120 MN	0160-02576	Mineral	14.5
Osceola Boro	O13-377-00134 MN	0160-02575	Mineral	4.04
Beccaria	O13-378-00076 MN	0160-48728	Mineral	1.81
Beccaria	O13-379-00100 MN	0160-02578	Mineral	1.78
Osceola Boro	O13-379-00101 MN	0160-02579	Mineral	6
Decatur	O15-000-00083 MN	1120-20089	Mineral	10.02
Decatur	P12-000-00148 MN	1120-20549	Mineral	10
Decatur	P13-000-00039 MN	1120-20549	Mineral	13.32
Decatur	P13-000-00048 MN	1120-20086	Mineral	3
Decatur	P13-000-00049 MN	1120-20085	Mineral	5

For chain of title see Clearfield County Mortgage Book Volume 1767 pages 62-86.

Law Offices of  
**JUBELIRER, CAROTHERS, KRIER & HALPERN**  
PARK VIEW CENTER  
10 SHERATON DRIVE  
POST OFFICE BOX 2024  
ALTOONA, PA 16603

ROBERT C. JUBELIRER  
ALAN R. KRIER  
M. DAVID HALPERN  
JANE L. CAROTHERS

December 13, 2000

TELEPHONE: (814) 943-1149  
FAX: (814) 946-8788

KATHY J. MAUK  
JAMES R. CAROTHERS

**VIA FAX & FIRST CLASS MAIL**

WEB SITE: [www.lawyers.com/jckhlaw](http://www.lawyers.com/jckhlaw)  
E-MAIL: [jckh@penn.com](mailto:jckh@penn.com)

OF COUNSEL:  
RICHARD A. CAROTHERS

**Chester A. Hawkins, Sheriff**  
**CLEARFIELD COUNTY**  
Clearfield County Courthouse  
230 E. Main Street  
Clearfield, Pennsylvania 16830

**Peter F. Smith, Esquire**  
30 2<sup>nd</sup> Street  
P.O. Box 130  
Clearfield, Pennsylvania 16830

**Gary M. Golden, Vice President**  
**M & T Bank**  
601 Dresher Road  
Horsham, Pennsylvania 19044-2203

✓ **Chuck Alexander**  
**Howard Hanna/Laurel Realty**  
130 Pickering Street  
Brookville, Pennsylvania 15825

849-3636

**In Re: POWER LAND, INC. / POWER OPERATING, INC.**  
**No. 00-1303-CD, C.C.P., Clearfield County, Pennsylvania**

Dear Gentlemen:

By this correspondence, I am confirming the scheduling of a meeting regarding the above-captioned matter. This meeting will be conducted at **11:00 a.m. on December 19, 2000** in Mr. Smith's office, located at 30 2<sup>nd</sup> Street, Clearfield, Pennsylvania.

The purpose of this meeting will be to discuss and identify potential logistical obstacles surrounding the Sheriff's sale, as well as scheduling and advertisement. If you have any questions, please do not hesitate to contact me or Keith Mangan from my office.

Very truly yours,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

*15/MDH*  
M. David Halpern

12-13-00  
COPY  
MDH/KRM/s

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**MOTION TO CORRECT PROPERTY  
DESCRIPTION IN FORECLOSURE  
COMPLAINT**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS	:	CIVIL DIVISION
TRUST COMPANY (M&T)	:	
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	
(KEYSTONE) Formerly known as	:	
MID-STATE BANK AND TRUST	:	No. 00-1303-CD
COMPANY,	:	
Plaintiff,	:	
vs.	:	
POWER OPERATING CO., INC. a/k/a	:	
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	
INTERNAL REVENUE SERVICE	:	
Defendants.	:	

**RULE TO SHOW CAUSE**

Now this \_\_\_\_ day of \_\_\_\_ a Rule is issued upon the Defendant Power Operating Co., to show cause why the corrections to Exhibits requested in the within Motion should not be made. Rule Returnable \_\_\_\_\_ day of \_\_\_\_\_, 2001 in Courtroom \_\_\_\_\_, Clearfield County Courthouse, Clearfield, Pennsylvania.

\_\_\_\_\_  
J.

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**ORDER**

NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2001 upon consideration of the within Motion; it appearing that an error was made in the description of the premises to be foreclosed in Exhibit B to the Complaint in that two control numbers covering tracts of 229 acres and 113 acres respectively were unintentionally omitted from the description and it further appearing that the correct description including the aforesaid missing control numbers appears in the Writ of Execution and the premises have been duly posted by the Sheriff and it further appearing that 5 assessments have correct map numbers but incorrect control numbers, it is ORDERED and DECREED as follows:

1. Exhibit B to the Complaint is hereby corrected to include the 229 acre tract designated by control no. 1120-19534 and the 113 acre tract designated by control no. 1120-19535.
2. As the said tracts were included in the Writ of Execution the Sheriffs sale scheduled for March 23, 2001 may proceed as scheduled and shall include the aforesaid tracts.
3. The control numbers in Exhibit B to the Complaint and Exhibit A to the Writ of Execution corresponding to the following map numbers are hereby corrected as follows:

<u>Map No.</u>	<u>Correct Control No.</u>
O12-000-00008 MN	1120-19596
O13-000-67/90 MN	1120-20087
P11-000-00089	1120-19531
I09-000-00100	1260-92541
999-000-00067	1120-20084

BY THE COURT:

\_\_\_\_\_  
J.

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS	:	CIVIL DIVISION
TRUST COMPANY (M&T)	:	
Successor in interest by merger to	:	
KEYSTONE FINANCIAL BANK, N.A.,	:	
(KEYSTONE) Formerly known as	:	
MID-STATE BANK AND TRUST	:	No. 00-1303-CD
COMPANY,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
POWER OPERATING CO., INC. a/k/a	:	
POWER LAND CO. a/k/a POWER	:	
LAND CO., INC.	:	
	:	
AND	:	
THE UNITED STATES OF AMERICA,	:	
INTERNAL REVENUE SERVICE	:	
Defendants.	:	

**MOTION TO CORRECT PROPERTY DESCRIPTION  
IN FORECLOSURE COMPLAINT**

M&T Bank by its attorney, Alan R. Krier, moves the Court to correct the description of the foreclosed property set forth in Exhibit B of the Complaint and in support thereof avers as follows:

1. Plaintiff, M&T Bank filed the above foreclosure action foreclosing a mortgage in default held by Plaintiff on certain real estate located in various townships in Clearfield County.
2. The various tracts, to be foreclosed were purportedly identified and described in Exhibit B to the Complaint by county assessment control numbers.
3. Defendant, Power Operating Co. filed a Chapter 11 bankruptcy on May 27, 1998 which was converted to a Chapter 7 bankruptcy on February 15, 2000.
4. By Order of the Bankruptcy Court, Plaintiff was granted relief from stay to pursue the instant foreclosure. See Exhibit F to the Complaint.
5. Defendant, Power Operating Co. filed no answer to the Complaint even after proper notice of default in accordance with Pa. R.C.P. 237.1 as a result of which judgment by default was entered. Thereafter Defendant filed no response or objection to the Writ of Execution issued on January 18, 2001.

COPY

6. As the result of a clerical error in preparing Exhibit B to the Complaint two control numbers 1120-19534, map no. O12-000-00004 and control no. 1120-19535, map no. O12-000-00032 describing tracts of 229 acres and 113 acres respectively were unintentionally omitted from the Exhibit B. Those tracts, however, were included, as intended, in the description of properties being sold in the Writ of Execution and accordingly were properly posted by the Sheriff. See Exhibit 1 to this Motion.

7. The foreclosure sale has been scheduled by the Sheriff for March 23, 2001 at the Clearfield County Courthouse.

8. The mortgage debt exceeds \$8,000,000.00 and it is anticipated that only a small fraction of that amount will be recovered in the foreclosure sale.

9. The tracts covered by control numbers 1120-19534 and 1120-19535 were intended to be sold along with several other properties as a group in order to maximize their value. Separating these properties would diminish their value and the value of the remaining properties in the group.

10. No one will be prejudiced by allowing the correction of Exhibit B to the Complaint and the parties and the Court will benefit by allowing the sale to proceed expeditiously and avoiding any confusion in the record.

11. In addition two mineral assessments and three surface assessments described in both Exhibit B to the Complaint and Exhibit A to the Writ of Execution contain the correct map numbers but incorrect control numbers with numbers having one incorrect digit or transposed digits. The errors are as follows:

<u>Map No.</u>	<u>Control No. Per Exhibit</u>	<u>Correct Control No.</u>
O12-000-00008 MN	1120-18596	1120-19596
O13-000-67/90 MN	1120-20067	1120-20087
P11-000-00089	1120-19537	1120-19531
I09-000-00100	1260-82514	1260-92541
999-000-00067	1120-20064	1120-20084

COPY

WHEREFORE, Plaintiff prays that the Court issue an Order correcting Exhibit B to the Complaint and including the tracts described by map no. O12-000-00004, control no. 1120-19534 and map no. O12-000-00032, control no. 1120-19535 in the Sheriffs sale and correcting Exhibit B to the Complaint and Exhibit A to the Writ to set forth the correct control numbers for the map numbers listed.

Respectfully submitted,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

BY: 

Alan R. Krier

Pa. ID# 06672

M. David Halpern

P.A. I.D.# 01570

Park View Center, P.O. Box 2024

Altoona, Pennsylvania 16603

(814) 943-1149

COPY





CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

FEBRUARY 9, 2001

ALAN R. KRIER, ESQ.  
Jubeirer Carothers Krier & Halpern  
Park View Center  
10 Sheraton Drive  
Altoona, PA 16601

RE: MANUFACTURERS AND TRADERS TRUST CO (M&T) Successor in  
Interest by merger to KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as MID-STATE BANK AND TRUST CO VS  
POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a  
POWER LAND CO., INC., AND THE USA, IRS

Dear Mr. Krier:

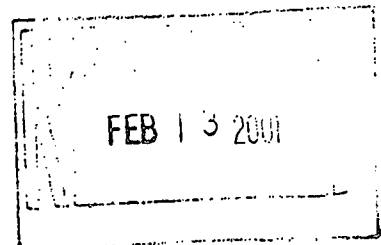
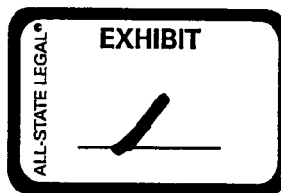
This is notice that a Sheriff Sale has been set in the above  
mentioned execution for Friday, March 23, 2001, at 10:00 A.M., in  
courtroom #1 of the Clearfield County Courthouse.

You must have a representative present at the sale or it will be  
returned as abandoned. If you have any questions, please feel  
free to call me at 814-765-2641, ext 1361. Thank you.

Sincerely,

*M. H. Putt*  
Margaret H. Putt  
Office Manager

COPY



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

Judgment No. \_\_\_\_\_

**AFFIDAVIT OF SALE PURSUANT  
TO Pa.R.C.P. 3129.2**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krjer, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T) is the  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants

CIVIL DIVISION

NO. 00-1303-CD

Judgment No. \_\_\_\_\_

Writ of Execution

Principal and interest to 2-24-00 :  
\$8,885,781.10

(plus interest from 2-24-00 at the rate  
set forth in the credit documents

**NOTICE OF SALE PURSUANT TO RULE 3129.2**

TAKE NOTICE, That by virtue of the above named writ of execution, all your right, title and interest in and to the premises located in Decatur Township, Morris Township, Pike Township, Woodward Township, Gulich Township, Beccaria Township, Osceola Borough, Bigler Township and Brisbin Borough, more particularly described on the attached Exhibit "A", will be exposed to public sale or outcry in courtroom no. 1, Courthouse 230 E. Market Street, Clearfield, Pennsylvania on March 23, 2001 beginning at 10:00 a.m., and will be sold to the highest bidder, unless the same is paid on or before the said day of sale, at 10 o'clock a.m.

NOTICE TO ALL PARTIES IN INTEREST AND CLAIMANTS:

You may be entitled to a share of the money which was paid for your property. A Schedule of Distribution of the money bid for your property will be filed by the Sheriff on April 22, 2001. This Schedule will state who will be receiving that money. The money will be paid out in accordance with this Schedule unless exceptions (that is, reasons why the proposed Distribution is wrong) are filed with the Sheriff within ten (10) days after filing of the schedule of distribution.

Chester A. Hawkins  
Sheriff by Margaret H. Putt

COPY

All the right title and interest of Power Operating Co., Inc. a/k/a Power Land Co. a/k/a Power Land Co., Inc. in and to the various premises located in Decatur Township, Morris Township, Pike Township, Woodward Township, Gulich Township, Beccaria Township, Osceola Borough, Bigler and Brisbin Borough identified and described by the following tax map and control numbers:

County	Township	Control No.	Map #	Assessed Acres
Clearfield	Woodward	1300-42791	N14-000-00040	8.00
Clearfield	Woodward	1300-42790	M15-000-00077	15.01
Clearfield	Gulich	1180-38384	L16-000-00172	419.92
Clearfield	Gulich	1180-38385	L16-000-00181	73.84
Clearfield	Gulich	1180-38383	L16-000-00136	75.02
Clearfield	Gulich	1180-38388	L16-000-00176	201.87
Clearfield	Gulich	1180-38362	M16-000-00010	1.00
Clearfield	Gulich	1180-38391	M16-000-00003	288.98
Clearfield	Gulich	1180-38363	M16-000-00009	6.00

Clearfield	Gulich	1180-47133	M15-531-00027	0.00
Clearfield	Gulich	1180-38365	M15-531-00018	0.00
Clearfield	Gulich	1180-38375	M15-531-00020	0.00
Clearfield	Gulich	1180-38372	M15-531-00021	0.00
Clearfield	Gulich	1180-38373	M15-531-00018	0.00
Clearfield	Gulich	1180-38377	M15-531-00017	2.57
Clearfield	Gulich	1180-38374	M15-531-00019	3.00
Clearfield	Gulich	1180-38364	M16-000-00005	1.00
Clearfield	Gulich	1180-38371	M16-000-005.5	2.00
Clearfield	Gulich	1180-38370	M16-000-005.1	4.00
Clearfield	Gulich	1180-38368	M16-000-005.4	4.00
Clearfield	Gulich	1180-38369	M16-000-005.2	2.00
Clearfield	Gulich	1180-38367	M16-000-005.3	2.00

Clearfield	Gulich	1180-38392	M16-000-00007	1.00
Clearfield	Gulich	1180-38361	M16-000-00008	1.00
Clearfield	Gulich	1180-38376	M15-520-00002	0.00

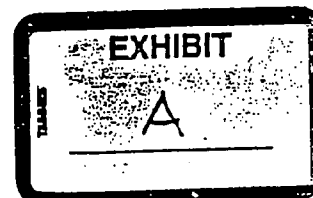
Clearfield	Gulich	1180-38390	M16-000-00002	274.00
Clearfield	Woodward	1300-80377	M15-000-00005	47.00
Clearfield	Gulich	1180-47131	M15-531-00025	0.00
Clearfield	Gulich	1180-47132	M15-531-00026	0.00

Clearfield	Woodward	1300-81000	M15-000-00030	0.00
Clearfield	Woodward	1300-80441	M15-000-00029	0.00
Clearfield	Woodward	1300-80999	M15-000-00065	0.19

Clearfield	Woodward	1300-80597	M15-000-00049	0.18
Clearfield	Gulich	1180-36360	L15-000-00052	182.50

Clearfield	Gulich	1180-38367	L15-000-00051	436.19
Clearfield	Gulich	1180-38393	L15-000-00073	0.63
Clearfield	Gulich	1180-36366	L15-621-00015	1.80
Clearfield	Gulich	1180-42664	M15-000-00008	6.61

COPY



Clearfield	Gulich	1180-38381	L15-000-00039	215.47
Clearfield	Woodward	1300-80373	M15-000-00001	334.26

Clearfield	Woodward	1300-79794	M15-525-00012	3.27
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Clearfield	Gulich	1180-38378	K16-000-00026	292.34
Clearfield	Beccaria	1010-13011	K16-000-00031	20.00

Clearfield	Decatur	1120-19529	O13-000-00147	152.00
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Clearfield	Decatur	1120-19534	O12-000-00004	229.00
Clearfield	Decatur	1120-19535	O12-000-00032	113.00

Clearfield	Decatur	1120-20554	N12-000-00031	118.10
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Clearfield	Decatur	1120-20552	N12-000-00025	159.81
Clearfield	Decatur	1120-20555	N12-000-00032	142.41

Clearfield	Decatur	1120-20553	N12-000-00026	118.89
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Clearfield	Decatur	1120-20112	N13-000-00008	378.68
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Clearfield	Decatur	1120-20110	M13-000-00008	47.66
Clearfield	Decatur	1120-20111	M13-000-00010	88.00

Clearfield	Osceola Boro.	0160-02432	O13-378-00095	1.03
Clearfield	Osceola Boro.	0160-02431	O13-379-00089	0.80
Clearfield	Osceola Boro.	0160-02577	O13-379-00094	12.22

Clearfield	Decatur	1120-19537	P11-000-00089	1.00
Clearfield	Decatur	1120-20558	P12-000-00218	70.22
Clearfield	Morris	1240-83972	Q11-000-00167	7.59
Clearfield	Pike	1260-92329	I09-000-00071	17.17
Clearfield	Pike	1260-93193	I08-000-00089	23.26
Clearfield	Pike	1260-92513	I09-000-00099	43.00
Clearfield	Pike	1260-82514	I09-000-00100	4.87
Clearfield	Pike	1260-92080	I09-000-00109	3.00
Clearfield	Pike	1260-30272	I09-000-00150	23.96
Clearfield	Woodward	1300-80380	N14-000-00015	175.78
Clearfield	Decatur	1120-20115	O14-000-00011	207.99
Clearfield	Decatur	1120-20538	O14-000-00039	1.00
Clearfield	Decatur	1120-19803	O14-000-00007	0.96
Clearfield	Decatur	1120-47345	P12-000-00335	10.50
Clearfield	Decatur	1120-20557	P11-000-00151	3.70
Clearfield	Morris	1240-83975	999-000-00004	37.00
Clearfield	Morris	1240-83973	999-000-00005	145.00
Clearfield	Decatur	1120-20064	999-000-00067	113.75
Clearfield	Decatur	1120-20099	999-000-00071	3.92

Clearfield	Woodward	1300-80379	M15-000-00057	30.26
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COPY

Township	Map #	Control No.	Description	Acres
Woodward	888-000-0001 MN	1300-80366	Mineral	2.2
Woodward	888-000-00035 MN	1300-80358	Mineral	8.5
Pike	888-000-00090 MN	1260-93192	Mineral	10.26
Decatur	888-000-00095 MN	1120-20093	Mineral	5.68
Decatur	888-000-00098 MN	1120-20096	Mineral	1
Decatur	888-000-00102 MN	1120-20102	Mineral	1
Decatur	888-000-00135 MN	1120-20546	Mineral	4
Decatur	888-000-00139 MN	1120-20550	Mineral	42.5
Bigler	K13-000-00009 MN	1030-89415	Mineral	256
Gulich	K17-000-00011 MN	1180-38379	Mineral	424.29
Gulich	K17-000-00033 MN	1180-38356	Mineral	19
Gulich	L16-000-00167 MN	1180-38360	Mineral	18
Gulich	L16-000-00168 MN	1180-38359	Mineral	16
Gulich	L16-000-00168 MN	1180-38357	Mineral	9
Gulich	L16-000-00170 MN	1180-48354	Mineral	119.76
Gulich	L16-000-00250	1180-48355	Min. Coal Gas and Oil	76.97
Gulich	L17-000-00026 MN	1180-38358	Mineral	25
Decatur	M13-000-00028 MN	1120-20097	Mineral	19
Brisbin Boro.	M14-000-00016 MN	0010-03562	Mineral	3.2
Woodward	M15-000-00011 MN	1300-80357	Mineral	10
Woodward	M15-000-00018 MN	1300-80358	Mineral	10.8
Decatur	N11-000-00012 MN	1120-96684	Mineral	334.18
Decatur	N12-000-00024 MN	1120-20548	Mineral	105
Decatur	N12-000-00043 MN	1120-20547	Mineral	60
Decatur	N12-000-00070 MN	1120-96686	Mineral	96.66
Decatur	N13-000-00040 MN	1120-20094	Mineral	25
Decatur	N14-000-00001 MN	1120-20109	Mineral	8
Decatur	N14-000-00001 MN	1120-20100	Mineral	5
Decatur	N14-000-00001 MN	1120-20101	Mineral	10.45
Woodward	N14-000-00001 MN	1300-80364	Mineral	1.84
Woodward	N14-000-00001 MN	1300-80362	Mineral	11
Woodward	N14-000-00001 MN	1300-80370	Mineral	6
Woodward	N14-000-00001 MN	1300-80359	Mineral	11.5
Woodward	N14-000-00001 Mn	1300-80381	Mineral	1.58
Woodward	N14-000-00001 MN	1300-80360	Mineral	6.35
Woodward	N14-000-00002 MN	1300-80363	Mineral	6
Woodward	N14-000-00003 MN	1300-80372	Mineral	15.15
Decatur	N14-000-00004 MN	1120-20104	Mineral	2.72
Woodward	N14-000-00004 MN	1300-80365	Mineral	21.38
Decatur	N14-000-00005 MN	1120-20108	Mineral	3
Decatur	N14-000-00008 MN	1120-20103	Mineral	3
Decatur	N14-000-00007 Mn	1120-20107	Mineral	16
Decatur	N14-000-00001 MN	1120-20098	Mineral	3.5
Woodward	N14-000-00016 MN	1300-80369	Mineral	3.93
Decatur	N14-000-00018 MN	1120-20103	Mineral	6.64
Woodward	N14-000-00019 MN	1300-80367	Mineral	1.64
Woodward	N14-000-00041 MN	1300-80371	Mineral	0.28
Decatur	O12-000-00008 MN	1120-18596	Mineral	148
Decatur	O12-000-00008 Mn	1120-19527	Mineral	148
Decatur	O12-000-00029 MN	1120-96685	Mineral	279.95
Decatur	O13-000-00033 MN	1120-20092	Mineral	9.55
Decatur	O13-000-00049 MN	1120-19524	Mineral	18.19
Decatur	O13-000-00067 MN	1120-20108	Mineral	7.83
Decatur	O13-000-00082 MN	1120-20090	Mineral	10.09
Decatur	O13-000-00147	1120-19597	Mineral	206
Decatur	O13-000-66/90 MN	1120-20095	Mineral	6
Decatur	O13-000-67/90 MN	1120-20067	Mineral	5
Osceola Boro	O13-377-00120 MN	0160-02576	Mineral	14.5
Osceola Boro	O13-377-00134 MN	0160-02575	Mineral	4.04
Beccaria	O13-378-00076 MN	0160-48728	Mineral	1.81
Beccaria	O13-379-00100 MN	0160-02578	Mineral	1.76
Osceola Boro	O13-379-00101 MN	0160-02579	Mineral	6
Decatur	O15-000-00083 MN	1120-20089	Mineral	10.02
Decatur	P12-000-00148 MN	1120-20549	Mineral	10
Decatur	P13-000-00039 MN	1120-20549	Mineral	13.32
Decatur	P13-000-00048 MN	1120-20086	Mineral	3
Decatur	IP13-000-00049 MN	1120-20085	Mineral	5

For chain of title see Clearfield County Mortgage Book Volume 1767 pages 82-86.

## NOTICE

This sale may not sell, convey, transfer, include or insure the title to the coal and right of support underneath certain of the surface lands being sold herein and the owners of such coal may have the complete legal right to remove all of the coal and in that connection damage may result to the surface of the land and any house, building or structure on or in such land.

The properties being sold are identified and described by tax assessment numbers only. The plaintiff/mortgagee and their agents have made no attempt to determine the accuracy of the boundaries set forth in the tax maps and makes no warranty as to the accuracy of said boundaries or descriptions.

Purchasers will be charged with knowledge of any condition or property interest that an inspection of the premises would reveal. Potential purchasers are accordingly encouraged to personally inspect such premises. The plaintiff/mortgagee and their agents have made no independent investigation of the environmental condition of any of the properties subject to sale and assumes no responsibility therefor. Potential purchasers are encouraged to make their own investigation as appropriate.

The matters set forth in this notice will become part of the terms of sale and will be binding upon any successful bidder.

A list of known exceptions to title is available for inspection in the Sheriff's office during business hours or a copy may be obtained by contacting Jubelirer, Carothers, Krier & Halpern, Attorneys at Law at 814-943-1149. Certain information as to the general location and situation of the properties subject to sale may be obtained from Howard Hanna - Laurel Realty 814-849-3636 (Attention: Chuck Alexander).

COPY



SEIZED, taken in execution to be sold as the property of POWER OPERATING CO., INC.  
a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC. AND THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE, at the suit of MANUFACTURERS AND TRADERS TRUST COMPANY  
(M&T) is the Successor in interest by merger to KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as MID-STATE BANK AND TRUST COMPANY.  
JUDGMENT NO. 00-1303-CD.

COPY

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing **Motion to Correct Property Description in Foreclosure Complaint** was served on all counsel of record and parties of interest by depositing same in the United States Mail, Certified Mail, Return Receipt Requested, postage pre-paid at Altoona, Pennsylvania on this 22 day of February, 2001 and addressed as follows:

Power Operating Co., Inc.  
a/k/a Power Land Co.  
a/k/a Power Land Co., Inc.  
P.O. Box 25  
Osceola Mills, PA 16666

Jerrold N. Poslusny, Jr. Esquire  
Cozen and O'Connor  
Liberty View, Suite 300  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220

United States of America  
Internal Revenue Service  
c/o Attorney General's Office  
10<sup>th</sup> & Constitutional Avenue, N.W.  
Washington, D.C.

Nancy Trapani  
633 U.S. Post Office & Courthouse  
7<sup>th</sup> & Grant Street  
Pittsburgh, PA 15219

Lisa Shubert, Trustee  
7 Fox Sparrow Turn  
Tabernacle, NJ 08033

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

By: 

Alan R. Krier, Esquire  
P.A. I.D. #06672  
Attorney for Plaintiff,  
**M&T Bank**  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

COPY

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

7000 0600 0023 2701 1441

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$3.95</b>



Name (Please Print Clearly) (to be completed by mailer)

USA US ATTORNEY

WESTERN DIST OF PA

633 US POST OFFICE & COURTHOUSE

PITTSBURGH, PA 15219

PS Form 3800, July 1999

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

USA US ATTORNEY  
 WESTERN DIST OF PA  
 633 US POST OFFICE & COURTHOUSE  
 PITTSBURGH, PA 15219

2. Article Number (Copy from service label)

7000 0600 0023 2701 1441

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

FEB 14 2001

☐ Agent  
☒ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery (Extra Fee)

☐ Yes

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COPY

7000 0600 0023 2701 1458

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
Name (Please Print Clearly; to be completed by mailer) <b>UNITED STATES OF AMERICA IRS</b> c/o Attorney General's Office Street, Apt. No., or PO Box No. <b>10th &amp; Constitutional Ave NW</b> City, State, ZIP+4 <b>Washington, D.C. 20530</b> PS Form 3800, July 1999 <span style="float: right;">See Reverse for Instructions</span>	

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

UNITED STATES OF AMERICA  
Internal Revenue Service  
c/o Attorney General's Office  
10th & Constitutional Ave NW  
Washington, DC 20530

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery
<b>DEPARTMENT OF JUSTICE</b> C. Signature <b>X</b> <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <b>FEB 20 2001</b> 	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number (Copy from service label)  
7000 0600 0023 2701 1458

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

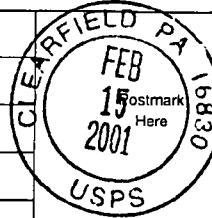
COPY

# U.S. Postal Service CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage \$  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees \$4.16



Name (Please Print Clearly) (to be completed by mailer)

CHRISTINE SHUBERT

POWER

Street, Apt. No., or PO Box No.

7 FOX SPARROW TURN

City, State, ZIP+4

TABERNACLE, NJ 08033

PS Form 3800, July 1999

See Reverse for Instructions

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CHRISTINE SHUBERT  
7 FOX SPARROW TURN  
TABERNACLE, NEW JERSEY 08033

## COMPLETE THIS SECTION ON DELIVERY

- A. Received by (Please Print Clearly) B. Date of Delivery  
"Alex Shubert" 2-17
- C. Signature  
X Alex Shubert ☐ Agent  
☐ Addressee
- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7000 0600 0023 2701 1410

EX-10624

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COPY

## Reed Auctioneers Sales Agreement

This agreement made on the 19<sup>th</sup> day of February, 2001 between  
Clearfield County Sheriff's Department - Chester Hawkins

and Reed Auctioneers intending to be legally bound hereby, as follows;

1. Reed Auctioneers will conduct the auction sales of All Real Estate owned by Power Land located at Co. and being sold by Manufactures and Traders Trust Co. @ Sheriffs on the 23<sup>rd</sup> day of March, 2001 at 10:00 AM o'clock, Sale with removal times being located at in Court Room #1

2. The Seller agrees to pay the following commissions on the gross proceeds:

- A. Personal Property
- B. Real Estate 1%
- C. Absolute Auction X or Auction Subject to Confirmation under
- D.

3. The seller agrees to pay the following costs for said sale:

- A. Sales Management, \$15.00 per hour per person.
- B. Clerking, \$15.00 per hour per person. 2 People
- C. Advertising and Promotional Costs: NONE
- D. Signs: NONE
- E.

4. The Auctioneer agrees to keep records of the sale for the seller.

5. The seller warrants that the items sold or listed are free and clear of any encumbrances and they have the complete title and right to sell, whereby saving the auctioneer from any legal action which may arise, implied or otherwise.

6. The Auctioneers are authorized to sell under their usual terms and conditions. Reed Auctioneers reserves the right to sell items individually or in such groups as they deem advisable.

7. All consigned items sell to the highest bidder without limit or reserve.

8. Payment of any liens or encumbrance on consigned goods is the consignors responsibility, however, should there be any legal attachment of proceeds, reed Auctioneers may hold the proceeds until they receive proper authorization to release funds.

9. Reed Auctioneers is acting as agent only and is not responsible for the acts of their principals.

10. The seller agrees not to sell, remove, or dispose of in any way items listed for sale.

11. Owner agrees if all advertising expenses are not available an estimated amount of advertising shall be taken from sale proceeds. Any necessary adjustment is to be made within 30 days.

12. This contract can not be canceled nor assignment of property made unless mutually agreed by all parties and such an agreement must be in writing.

13. Auctioneers agrees that settlement to be made within (10) days from the date of the auction and that the check will be made payable to Clearfield County Sheriff's Office

who resides at Clearfield County Courthouse, Clearfield PA 16830

Phone Number 765-2641 Ext 1364 home work

OWNER/ OWNERS

EXECUTOR / EXECUTRIX / CO-ADMIN

Sheriff

AGENT.

COPY

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

Article Sent To:

Postage \$

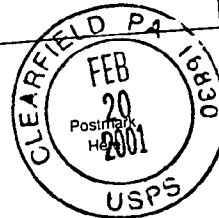
Certified Fee

Return Receipt Fee  
 (Endorsement Required)

Restricted Delivery Fee  
 (Endorsement Required)

Total Postage & Fees

\$374



Name (Please Print Clearly) (to be completed by mailer)

GLEN POWELL POWER OPERATING CO., ET AL

Street, Apt. No., or PO Box No.

PO BOX 25

City, State, ZIP+4

OSCEOLA MILLS, PA 16666

See Reverse for Instructions

PS Form 3800, July 1999

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

GLEN POWELL  
 POWER OPERATING CO., INC.,  
 a/k/a POWER LAND CO.,  
 a/k/a POWER LAND CO., INC  
 PO Box 25  
 OSCEOLA MILLS, PA 16666

2. Article Number (Copy from service label)

7000 0600 0023 2701 1403

PS Form 3811, July 1999

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



Ex-10024

102595-00-M-0952

COPY

Law Offices of  
**JUBELIRER, CAROTHERS, KRIER & HALPERN**  
Park View Center, 10 Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
814 943 1149 // FAX 814 946 8788

Robert C. Jubelirer  
Alan R. Krier  
M. David Halpern  
Jane L. Carothers

Kathy J. Mauk  
James R. Carothers

Of Counsel:  
Richard A. Carothers

www.lawyers.com/jckhlaw  
e-mail: jckhlaw@charterpa.com

February 14, 2001

Chester Hawkins, Sheriff  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830

**ATTENTION: PEGGY**

In Re: **M&T BANK vs. POWER OPERATING, et al.**  
**No. 00-1303-CD, C.C.P., Clearfield County, Pennsylvania**

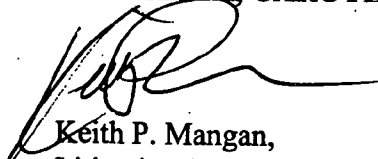
Dear Peggy:

Enclosed for attachment to the Power Land binder is the section we discussed regarding the mortgage exceptions. Kindly attach to the rear of binder.

If you have any questions do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

  
Keith P. Mangan,  
Litigation Specialist

**COPY**

/kpm  
Enclosure

105-15-01  
R.C. 2



March 5, 2001

M&T Bank  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pa 16603

CIVIL DIVISION  
NO. 00-1303-CD  
AFFIDAVIT OF SALE PURSUANT TO Pa.R.C.P. 3129.2  
POWER OPERATING CO., INC.

Attention: Alan R. Krier, Esquire and M. David Halpern, Attorney for Plaintiff

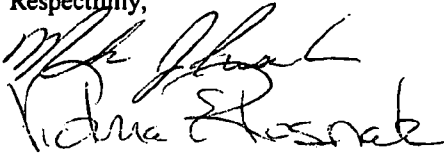
Gentlemen:

We are the owners of a property mapped as 112-P11-250. We note that a sale sign was placed on our property. We note that your sale advertisement does not list this map number among the properties that you propose to sell.

We assume that the sale sign was erroneously placed because our property does adjoin that of Power Operating CO., INC.. The map number of the Power Land is 112-P11-151.

If you have any further questions you can contact us at (814)-342-5779.

Respectfully,



Mark & Victoria Rusnak  
RD 3 Box 64A-5  
Philipsburg, Pa 16866

Cc: Chester A. Hawkins, Sheriff  
Clearfield County Courthouse  
1N Second  
Clearfield, Pa 16830

*W. C. W.*  
*3-10-01*  
COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

(13) MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
(11) KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
(11) MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff

vs.

(11) POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC. (11)  
AND  
(11) THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE (13)

Defendants

CIVIL DIVISION

NO. 60-1303-CD

COMPLAINT IN MORTGAGE  
FORECLOSURE

Filed on behalf of Keystone Financial  
Bank, N.A., Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D. # 01570  
Attorney for Plaintiff,  
KEYSTONE FINANCIAL BANK, N.A.  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

COPY

OCT 23 2000

William A. Shaw  
Prothonotary

Pennsylvania. Power Operating Co. Inc. is the survivor of a merger with Power Land Co. which took place on December 27, 1985.

3. The United States of America, Internal Revenue Service (IRS) c/o the Attorney General of the United States, 10<sup>th</sup> Street and Constitution Avenue N.W., Washington, D.C. 20530 and the U.S. Attorney for the Western District of Pennsylvania, 633 U.S. Post Office and Court House, 700 Grant Street, Pittsburgh, PA 15219, is a party to this action pursuant to 28 U.S.C. § 2410 by virtue of being a holder of a duly recorded Federal Tax Lien.

4. On or about July 6, 1998 the IRS filed a lien, subordinate to the mortgage hereinafter referred to, against the premises hereinafter described in the sum of \$286,723.49 by reason of Power's failure to pay 941 taxes for tax periods ending 9/30/97 and 12/31/97. Notice of lien was filed of record in the office of the Prothonotary of Clearfield County by the District Director, Pittsburgh office, 1000 Liberty Avenue, P.O. Box 2488, Pittsburgh, PA 15230.

5. On or about June 13, 1996 Power executed and delivered to Plaintiff's predecessor Keystone the "Open Ended Mortgage Assignment of Production and Security Agreement", a true and correct copy of which is attached as Exhibit A, securing the payment of the financial obligations of Power relating to credit then and in the future extended by Keystone (the "Power Obligations") covering the premises described therein. Said mortgage is recorded in the office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1767 at page 65.

6. Portions of the aforesaid Premises are further described in Exhibit B attached hereto which Exhibit represents the premises upon which foreclosure is instituted. As indicated by Exhibit B foreclosure is instituted by this complaint as to less than the entire premises covered by the mortgage.

COPY



THE FOLLOWING ARE CORRECTIONS THAT HAVE BEEN MADE:

✓ SALE #16 DECATUR TOWNSHIP CONTROL #1120-19534 and #1120-19535 WITH 342 ACRES  
WILL BE SOLD TODAY *by Court order*

✓ CONTROL #1120-20549 WAS LISTED TWICE

SALE NUMBER	CONTROL	TOWNSHIP	PER TAX OFFICE	ADVERTISED
✓ #3	38385	GULICH	90.36 ACRES	73.84 ACRES
✓ #5	38388	GULICH	202.871 ACRES	201.87 ACRES
✓ #9	80591	WOODWARD	.25 ACRES	.18 ACRES
✓ #32	80380	WOODWARD	180 ACRES	175.78 ACRES
<u>MINERAL RIGHTS</u>				
✓ #44	96686	DECATUR	94.66 ACRES	96.66 ACRES
✓ #44	20103	DECATUR	3.64	5.64
✓ #44	20085	DECATUR	3 ACRES	5 ACRES

PER CENT OF MINERAL RIGHTS

✓ #44	19596	OWNS 1.2% INTEREST
✓ #44	19597	OWNS 0.6% INTEREST
✓ #44	19527	OWNS 66.2% INTEREST
✓ #44	19524	OWNS 38.9% INTEREST

MINERAL RIGHTS

✓ #44 CONTROL NUMBER PER TAX CLAIM IS 1030-89316 ADVERTISED AS 1030-89415

~~SALE #26~~ FOX SALE IS GOOD FOR 17.17 ACRES OF CONTROL #126092329 PIKE TOWNSHIP  
 THIS WILL NOT BE SOLD TODAY

COPY

Jem Holdings Inc.  
RR1 Box 668H  
Houtzdale  
Pa 16651



(814) 342-7380

Fax: (814) 342-6116

## *Bill of Sale*

*This confirms the receipt of a check in the name of Jem Industries Inc. for the sum of \$200,000 (Two Hundred Thousand Dollars 0/100) from Hallmark Equipment Inc. based at I-65 280 Exit, Warrior, Alabama 35160 on this day May 24, 1996, for the sale by Power Operating Co., Inc. of One Bucyrus Erie Model 380W walking dragline S/N 138949 with 3516 Caterpillar Engine, 15 yard Esco bucket and 170 feet of boom in accordance with an agreement of even date and fax addendum dated May 15, 1996..*

*Signed for Power Operating Co., Inc.*

*By:*

*Glyn D. Powell, Chairman & Chief Executive Officer*

*Date: 5/24/96*

COPY

OFFICIAL CHECK



Compass Bank

810845907

Remitter Hallmark Equipment Inc

Date May 23 1996

Pay to the Order of Jen Industries \*\*\*\*\* \$ 200,000.00

COMPASS 200.000 and 00 Cts

Dollars

for (1) One B.E. 380 W Dragline s/n 138949

Signature

Authorized Signature  
Agent for Integrated Payment Services Inc.

⑆022000868⑆68⑆010775 810845907

THE VARIATION OF THE UNIFORMITY OF THE COLOR OF THE PAPER AND THE COLOR OF THE INK IS NOT A GUARANTEE OF THE QUALITY OF THE PAPER OR THE INK. THE QUALITY OF THE PAPER AND THE INK IS NOT A GUARANTEE OF THE QUALITY OF THE PAPER OR THE INK.

COPY

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1996  
by and between, POWER OPERATING CO., INC., with mailing address of P.O. Box 25,  
Osccola Mills, Pennsylvania, 16666, party of the first part, hereafter referred to as "Power"

A

N

D

HALLMARK EQUIPMENT, INC., a corporation, having its principal place of business at  
9486 Highway 31, Warrior, Alabama, 35180, party of the second part, hereafter referred to  
as "Hallmark"

WITNESSETH:

WHEREAS, Power wishes to sell certain mining equipment, specifically a 380W  
walking dragline, hereinafter "Dragline", and Hallmark wishes to purchase the same; and

WHEREAS, the parties wish to reduce the agreement relative to the sale of the  
aforesaid Dragline to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and  
the monies paid as hereinafter set forth, and otherwise, with the intention of being legally  
bound, the parties hereunto agree as follows:

1. Description

Power hereby agrees to sell and Hallmark hereby agrees to buy one (1)  
Bucyrus-Erie 380W walking Dragline, S/N 138949 containing a 3516 Caterpillar engine and  
170 foot boom with 15 yard bucket.

COPY



## 2. Purchase Price

The purchase price for the said Dragline as described in Paragraph 1 shall be in the total amount of Two Hundred Thousand (\$200,000.00) Dollars, payable by Hallmark to Power as follows:

- (a) Two Hundred Thousand (\$200,000.00) Dollars paid by certified check upon the execution of this Agreement.

## 3. Delivery

The parties hereto acknowledge that the Dragline being sold hereby is sold "as is" and "where is", and that Hallmark shall be responsible for the disassembly and removal of such equipment from the premises of Power. Power also agrees to grant to Hallmark the right of ingress and egress for access to the Dragline during normal business hours of Power to inspect the said machine. Such right of ingress and egress shall be with notice to Power and under and during such visits and/or inspections, a representative of Hallmark shall be accompanied by a representative of Power or its authorized agent. Power agrees to furnish an appropriate crane to assist in the disassembly and dismantlement of the Dragline at a rate of \$100 Dollars per hour, representing a 40 percent discount of its usual and customary rate. Power, nevertheless agrees with Hallmark that should Hallmark wish, the Dragline can remain in its present location or at a location determined by the mutual consent of the parties for a period of up to five (5) years from the date of execution of this Agreement without further cost for storage payable by Hallmark.

## 4. Risk of Loss

The risk of loss for damage or destruction of the Dragline shall be borne by Power until payment is made by Hallmark. Once payment has been made by Hallmark, risk

COPY

5. Inspection

Hallmark, or its authorized agent, has fully inspected the Dragline which is the subject of this agreement, and has unequivocally accepted the same. Hallmark shall not be able to revoke acceptance or later reject the Dragline, and execution of this Agreement makes the sale final and conclusive.

6. Disclaimer

POWER IS SELLING THE DRAGLINE SET FORTH HEREIN ON AN "AS IS" AND "WHERE IS" BASIS AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO SAID DRAGLINE. POWER HAS MADE NO AFFIRMATION OF FACT AND HAS MADE NO PROMISE RELATING TO THE DRAGLINE BEING SOLD WHICH HAS BECOME ANY BASIS OF THE BARGAIN MADE NOR HAS CREATED OR AMOUNTED TO AN EXPRESSED OR IMPLIED WARRANTY THAT THE DRAGLINE, IN ANY WAY, WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE.

BOTH POWER AND HALLMARK AGREE THAT HALLMARK HAS HAD THE FULL RIGHT TO EXAMINE THE EQUIPMENT BEING SOLD, OR TO REFUSE TO SO EXAMINE THE SAME, AND POWER DISCLAIMS ANY IMPLIED WARRANTY AS TO SUCH DRAGLINE WITH REGARD TO ANY DEFECT WHICH SUCH EXAMINATION OUGHT TO HAVE REVEALED TO HALLMARK UNDER THE CIRCUMSTANCES.

7. Liens or Encumbrances

Power agrees that the aforesaid Dragline shall be conveyed free and clear of all liens and encumbrances.

COPY

8. Interpretation

This Agreement is intended by the parties to be a final, exclusive and complete expression of the Agreement and the terms thereof. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used herein. Acceptance of, or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to object.

9. Representations

Both Hallmark and Power represent to each other that neither are merchants with respect to the equipment being sold hereby. No representations were made or relied upon with respect to the said equipment or the terms of this Agreement. No agent, employee or representative of Power made, or has any authority to bind Power by, any warranty, representation, or affirmation concerning the equipment sold hereunder. Hallmark acknowledges that no such affirmation, warranty or representation has been made, none have been relied upon, and none forms the basis of this bargain.

10. Modification

This Agreement may be modified only by an agreement signed by the parties hereto and or their respective and authorized agents.

11. Bill of Sale

Power agrees to provide to Hallmark an appropriate bill of sale for the equipment sold hereunder.

COPY

of loss to the machine for any cause or claim whatsoever, shall pass to Hallmark, including but not limited to accident, fire, theft, vandalism, acts of God and the negligent, reckless or intentional acts of third parties. Hallmark agrees that it shall indemnify and hold harmless Power for any damage or loss which may be incurred to the Dragline until such time as the same is removed from the property of Power by Hallmark and shall indemnify and hold harmless Power from the negligent, reckless and intentional actions of Hallmarks agents, representatives or employees, while on Power's premises during such removal. Hallmark agrees to keep the Dragline insured against all risks of loss or damages from every cause whatsoever and for not less than Two Hundred Thousand (\$200,000.00) Dollars or an amount approved by Power. Hallmark shall further carry public liability and property damage insurance covering the Dragline in forms and amounts and with Companies acceptable by Power and that said insurance coverage shall be in the name of Power and Hallmark as their interests may appear. A Certificate of Insurance evidencing such coverage shall be delivered to Power prior to the effective date of this Agreement and as a condition thereof. Failure to deliver said Certificate and to maintain the same for so long as the said Dragline shall remain on the premises of Power shall be deemed a material breach and default of the terms and conditions of this Agreement and shall entitle Power to terminate any right of Hallmark to have the Dragline remain on the property of Power without rental payment by Hallmark to Power and that Power may elect to obtain insurance in the amounts aforesaid to cover its interest as it may appear at its expense and seek and pursue reimbursement from Hallmark of the expense of the said insurance.

COPY

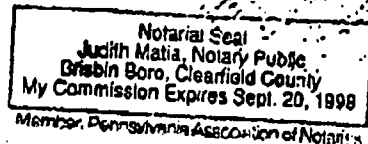
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : S.S.

On this, the 24<sup>th</sup> day of May, 1996, before me, the undersigned officer, personally appeared GLYN D. POWELL who acknowledged himself to be the Chairman and Chief Executive Officer of Power Operating Co., Inc., and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman and Chief Executive Officer.

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

Judith Matia  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : S.S.



On this, the \_\_\_\_ day of \_\_\_\_\_, 1996, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be the \_\_\_\_\_ of Hallmark Equipment, Inc., and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

COPY

12. Binding Nature

This Agreement shall extend to and bind the parties hereto, their successors and assigns.

13. Rules of Construction

This Agreement is to be construed and interpreted under the laws of the Commonwealth of Pennsylvania.

ATTEST:

*J. J. Matia*  
Secretary

"Corporate Seal"

POWER OPERATING CO., INC.

By:

*Glyn D. Powell*  
Glyn D. Powell, Chairman and C.E.O.

ATTEST:

*Mary R. Hallmark*  
Secretary

"Corporate Seal"

HALLMARK EQUIPMENT, INC.

By:

*Joe S. Hallmark Pres.*

COPY

Or Number 21  
Item or Woodward  
Lot Number 48  
1 @ \$ = \$ 4,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 48  
Or Number 48  
Item or Gulich  
Lot Number 419.92 Acres  
2 @ \$ = \$ 30,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 48  
Or Number 48  
Item or Gulich  
Lot Number 73.84 Acres  
3 @ \$ = \$ 13,000.00  
REMARKS:  
90.36 Acres

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 48  
Or Number 48  
Item or Gulich  
Lot Number 75.02 Acres  
4 @ \$ = \$ 14,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 48  
Or Number 48  
Item or Gulich  
Lot Number 497.83 Acres  
5 @ \$ = \$ 50,000.00  
REMARKS:  
497.83 Acres

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 48  
Or Number 48  
Item or Gulich  
Lot Number 5.57 Acres  
Lab @ \$ = \$ 4,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Or Number 21  
Item or Gulich  
Lot Number 17.00 Acres  
6a @ \$ = \$ 1.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 48  
Or Number 48  
Item or Gulich  
Lot Number 321.00 Acres  
6c @ \$ = \$ 47,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 76  
Or Number 76  
Item or Woodward  
Lot Number 7  
7 @ \$ = \$ 1,250.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 58  
Or Number 58  
Item or Woodward  
Lot Number 8  
8 @ \$ = \$ 500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 58  
Or Number 58  
Item or Woodward  
Lot Number 0.18 Acres  
9 @ \$ = \$ 500.00  
REMARKS:  
0.35 Acres

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name 37  
Or Number 37  
Item or Gulich  
Lot Number 183.50 Acres  
10 @ \$ = \$ 16,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

SALE NO. PAGE PAGE SALE  
OR DATE NO. TOTAL \$ TOTAL \$

● Reorder Form CT Missouri Auction School 1-800-835-1955

37  
Buyer's Name  
Or Number  
Item or  
Lot Number Yulich 440.23 Acres  
11 @ \$ = \$ 50,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

2  
Buyer's Name  
Or Number  
Item or  
Lot Number Yulich & Woodward 549.73 Acres  
12 @ \$ = \$ 100,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

3  
Buyer's Name  
Or Number  
Item or  
Lot Number Woodward 3.27 Acres  
13 @ \$ = \$ 1,300.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

4  
Buyer's Name  
Or Number  
Item or  
Lot Number Yulich & Baccaria 312.34 Acres  
14 @ \$ = \$ 21,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

5  
Buyer's Name  
Or Number  
Item or  
Lot Number Decatur 152.00 Acres  
15 @ \$ = \$ 50,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

6  
Buyer's Name  
Or Number  
Item or  
Lot Number Decatur 342.00 Acres  
16 @ \$ = \$ 62,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

7  
Buyer's Name  
Or Number  
Item or  
Lot Number Decatur 118.10 Acres  
17 @ \$ = \$ 26,100.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

8  
Buyer's Name  
Or Number  
Item or  
Lot Number Decatur 302.23 Acres  
18 @ \$ = \$ 60,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

9  
Buyer's Name  
Or Number  
Item or  
Lot Number Decatur 118.89 Acres  
19 @ \$ = \$ 25,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

10  
Buyer's Name  
Or Number  
Item or  
Lot Number Decatur 378.68 Acres  
20 @ \$ = \$ 32,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

11  
Buyer's Name  
Or Number  
Item or  
Lot Number Decatur 135.66 Acres  
21 @ \$ = \$ 16,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

12  
Buyer's Name  
Or Number  
Item or  
Lot Number Decatur 14.05 Acres  
22 @ \$ = \$ 8,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

SALE NO. PAGE PAGE  
OR DATE NO. TOTAL \$ SALE  
TOTAL \$

● Reorder Form CT Missouri Auction School 1-800-835-1955



21  
Lot Number 23 @ \$ 300.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

2  
Buyer's Name  
Or Number 21  
Item or  
Lot Number Woodward 70.22 Acres  
24 @ \$ 9,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

3  
Buyer's Name  
Or Number 35  
Item or  
Lot Number Morris 7.59 Acres  
25 @ \$ 2,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

4  
Buyer's Name  
Or Number 37  
Item or  
Lot Number Pike 17.17 Acres  
26 @ \$ 5,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

5  
Buyer's Name  
Or Number 24  
Item or  
Lot Number Pike 23.24 Acres  
27 @ \$ 2,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

6  
Buyer's Name  
Or Number 62  
Item or  
Lot Number Pike 43.00 Acres  
28 @ \$ 18,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

37  
Buyer's Name  
Or Number  
Item or  
Lot Number 4.87 Acres  
29 @ \$ 700.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

8  
Buyer's Name  
Or Number 37  
Item or  
Lot Number Pike 3.00 Acres  
30 @ \$ 2,750.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

9  
Buyer's Name  
Or Number 37  
Item or  
Lot Number Pike 23.96 Acres  
31 @ \$ 7,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

10  
Buyer's Name  
Or Number 37  
Item or  
Lot Number Woodward 175.98 Acres  
32 @ \$ 28,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

11  
Buyer's Name  
Or Number 28  
Item or  
Lot Number Woodward 207.99 Acres  
33 @ \$ 62,500.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

● Reorder Form CT Missouri Auction School 1-800-835-1955

12  
Buyer's Name  
Or Number 21  
Item or  
Lot Number Woodward 1.00 Acres  
34 @ \$ 300.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.

SALE NO. OR DATE PAGE NO. PAGE TOTAL \$ SALE TOTAL \$

● Reorder Form CT Missouri Auction School 1-800-835-1955

58  
Number Decatur 0.16 Acres  
35 @ \$ \_\_\_\_\_ = \$ 100.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

2  
Buyer's Name  
Or Number 21  
Item or  
Lot Number Decatur 10.50 Acres  
36 @ \$ \_\_\_\_\_ = \$ 6,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

3  
Buyer's Name  
Or Number 110  
Item or  
Lot Number Decatur 3.70 Acres  
37 @ \$ \_\_\_\_\_ = \$ 3,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

4  
Buyer's Name  
Or Number 58  
Item or  
Lot Number Morris 37.00 Acres  
38 @ \$ \_\_\_\_\_ = \$ 800.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

5  
Buyer's Name  
Or Number 39  
Item or  
Lot Number Morris 145.00 Acres  
39 @ \$ \_\_\_\_\_ = \$ 12,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

6  
Buyer's Name  
Or Number 18  
Item or  
Lot Number Decatur 113.75 Acres  
40 @ \$ \_\_\_\_\_ = \$ 4,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

Buyer's Name  
Or Number 106  
Item or  
Lot Number Decatur 3.93 Acres  
41 @ \$ \_\_\_\_\_ = \$ 1,750.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

8  
Buyer's Name  
Or Number  
Item or  
Lot Number Decatur SOLD  
42 @ \$ 12<sup>00</sup> = \$ 3,231,200  
REMARKS:  
NCT TO 3/23/2001

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

9  
Buyer's Name  
Or Number 2  
Item or  
Lot Number Woodward 20.26 Acres  
43 @ \$ \_\_\_\_\_ = \$ 13,000.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

10  
Buyer's Name  
Or Number 37  
Item or  
Lot Number Various Mineral Interest  
44 @ \$ \_\_\_\_\_ = \$ 1.00  
REMARKS:

This receipt verifies payment and delivery of the above.  
Sold as is, where is. All sales final. Thank you.  
● Reorder Form CT Missouri Auction School 1-800-835-1955

# POWER LAND SHERIFF SALE BUYERS

1. Patrick Shedlock P.O. Box 214 Morann, Pa. 16663 814-378-7961 Lot # 43	2. Dave B. Coble RD # 3, Box 163 Philipsburg, Pa. 16866 814-342-3384 Lots # 23, 24, 34, 36	3. Eric Gilliland RD # 1, Box 464 Warriors Mark, Pa. 16877 814-632-6680 Lots # 2, 3, 4, 5, 6b, 6c
4. Darrell L. DuFour Box 347 West Decatur, Pa. 16878 814-342-2627 Lot # 18	5. Dave Swatsworth 126 Bonnie Court Curwensville, Pa. 16833 814-236-3703 Lot # 27	6. Michael G. Adams 10 Mazzotta Road Stevens, Pa. 17578 717-336-4255 Lots # 8, 9, 35, 38
7. Ronald Petrosky Drane Highway RD. Box 626 Osceola Mills, Pa. 16666 814-339-6861 Lot # 17	8. Dana Hughes RR #1, Box 766 Osceola Mills, Pa. 16666 814-339-6409 Lot # 33	9. Dennis Weisgarber 230 McLaughlin St. Curwensville, Pa. 16833 814-236-1662 Lot # 28
10. William B. Reilly 1540 Dry Run Road Duncansville, Pa. 16636 814-695-8044 Lot # 19	11. Frank Latosky P.O. Box 92 Morann, Pa. 16663 814-378-8148 Lot # 13	12. Edwin M. Storm 270 Bem Road Gallitzen, Pa. 16641-9614 814-886-5033 Lot # 21
13. Richard Pelin 210 Mission Mead Road New Castle, Pa. 16105 724-658-7507 Lot # 40	14. Michael Woshko 110 Laurel Run Road Portage, Pa. 15946 814-943-2768 Lot # 25	15. John Polachko 706 Stone St. Osceola Mills, Pa. 16666 814-339-6004 Lot # 41
16. Timothy Baughman 2651 Bainbridge Road Bainbridge, Pa. 17502-9423 717-367-8519 Lot # 20	17. George Cowfer RR # 3, Box 225 A Philipsburg, Pa. 16866 814-342-2012 Lots # 1, 6a, 10, 11, 15, 16, 26, 29, 30, 31, 32, 44	18. Patrick J. Dumm 2409 11 <sup>th</sup> St. Altoona, Pa. 16601 814-943-3019 Lot # 12
19. Mary E. Kistler Route 970 RR # 1, Box 618 Osceola Mills, Pa. 16666 814-339-7412 Lot # 22	20. Russell Walk RD # 1, Box 579 Tyone, Pa. 16686 814-684-2174 Lot # 39	21. Patrick Schnarrs Route T650 P.O. Box 133 Morann, Pa. 16663 814-378-4771 Lot # 7
22. Edmond M. George 620 Spring St. Houtzdale, Pa. 16651 814-378-7639 Lot # 14	23. Mark Rusnak Box 64 A5 Philipsburg, Pa. 16866 814-342-5779 Lot # 37	

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801  
(814) 371-6605  
Fax: (814) 371-7725

#58

Date: March 23, 2001

This is to acknowledge my bid of \$ 800.00  
on the property sold as Parcel # 38 located in Morris  
Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Michael Ak  
Name

March 23, 2001  
Date

Address

Phone

Control # 1240 - 83975

37.00 Assessed Acres

CK 2950

\$ 190.00

COPY

Buizer did not pay  
for property - 10% down  
Payment went toward cost

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to Michael Glen Adams and Susan Veronica Adams he/she being the highest bidder, for the sum of \$800.00 + costs and made the following appropriations, viz:

LOT# 38

BID PRICE \$800.00 + costs

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 16.00

TOTAL \$143.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 8.00

TOTAL \$10.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 121.42

DEED COSTS 40.00

**TOTAL DEED COSTS** \$184.92

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ —

ADVERTISING 54.35

TAXES - Collector 19.11

TAXES - Tax Claim 1,357.43

COSTS OF SUIT 2.73

LIST OF LIENS —

MORTGAGE SEARCH 26.72

DEED COSTS 184.92

ATTORNEY COMMISSION —

SHERIFF COSTS 143.22

AUCTIONEER COSTS 10.73

LEGAL JOURNAL AD 8.39

REFUND OF SURCHARGE 1.82

ATTORNEY FEES —

SOLICITOR FEES —

PRIORITY CLAIM —

**TOTAL COSTS** \$1,809.42

\$2,609.42

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

Chester A. Hawkins, Sheriff

COPY




MICHAEL G. ADAMS  
SUSAN V. ADAMS  
10 MAZZOTTA ROAD  
STEVENS, PA 17578

60-1424  
313  
041867892

No. 2950

DATE 3-23-01

Pay to the order of C. G. R. FIELD Co. JERIFF \$ 190.<sup>00</sup>  
One hundred ninety and 00/100 — ~~THIRTY~~ 

**Fulton Bank**  
People dedicated to your success.™

MEMO

*Michael Adams*

⑆03⑆30⑆422⑆ 04⑆8 67892⑆ 2950

58

AMT. DUE	TAX	TOTAL
CASH	CHK # 2950	\$ 190.00

17 013 682

Last Name

Adams Michael G.

First Name

Middle Initial

10 Mazzotta Rd

Street Address or R.D.

Stevens

City or Post Office

PA

State

717 336 4255 17578

Phone

Zip No.

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#39

Date: March 23, 2001

This is to acknowledge my bid of \$ 12,000.00

on the property sold as Parcel # 39 located in Merriam

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Russell Walker  
Name

March 23, 2001  
Date

R.D. 1 Box 579 Tyrone Pa 16686  
Address

(814) 684-2174  
Phone

Control # 1240-83973

145.00 Assessed Acres

CK # 6212  
\$ 1200.00

COPY

Buyer did not pay  
for Property - 10% down  
Payment went toward costs  
(Balance to met)

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to Russell D. Wink and Loril L. Wink he/she being the highest bidder, for the sum of \$12,000.00 + cost, and made the following appropriations, viz:

LOT# 39

**DEBT & INTEREST:**

BID PRICE \$12,000.00 + cost

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 157.22

2% SHERIFF'S COMMISSION 240.00

TOTAL \$367.22

**TOTAL DEBT & INTEREST**

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 120.00

TOTAL \$122.73

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 474.00

DEED COSTS 40.00

TOTAL DEED COSTS \$ 537.50

ATTORNEY FEES	\$	<u>54.35</u>
ADVERTISING		<u>74.60</u>
TAXES - Collector		<u>4692.62</u>
TAXES - Tax Claim		<u>2.73</u>
COSTS OF SUIT		<u>-</u>
LIST OF LIENS		<u>26.72</u>
MORTGAGE SEARCH		<u>537.50</u>
DEED COSTS		<u>-</u>
ATTORNEY COMMISSION		<u>367.22</u>
SHERIFF COSTS		<u>122.73</u>
AUCTIONEER COSTS		<u>8.39</u>
LEGAL JOURNAL AD		<u>1.82</u>
REFUND OF SURCHARGE		<u>-</u>
ATTORNEY FEES		<u>-</u>
SOLICITOR FEES		<u>-</u>
PRIORITY CLAIM		<u>-</u>
TOTAL COSTS	\$	<u>5822.62</u>

\$17,882.6

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

Chester A. Hawkins, Sheriff

COPIES



WALK LUMBER, INC.  
RD. 1, BOX 579  
TYRONE, PA 16686-8806

60-559 17  
313  
8231714



The National  
Arbor Day Foundation

date 3-23-01

PAY to the order of Deerfield Co. Sheriff  
Twelve hundred 00/100

\$ 1,200.00

DOLLARS



Mellon  
Mellon Bank, N.A.  
State College, PA

Count Your Blessings

Memo

Russell Walk

⑆03⑆305596⑆ 82⑆31714⑆ 6212

Image for National Forest

39

		1,200.00
AMT. DUE	TAX	TOTAL
CASH	CHK # 6212	

35 025 139

Last Name

WOLK

First Name

Russell

Middle Initial

Street Address or R.D.

Rd 1 B 579

City or Post Office

Tyrone P. 7 16686

State

Phone

Zip No.

84 684 3174

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#18

Date: March 23, 2001

This is to acknowledge my bid of \$ 4,000.00

on the property sold as Parcel # 40 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

March 23, 2001

Date

Richard Phai

Name

210 Mission Street

Address

724-658-7507

Phone

Control # 1120-20064

Ck # 764

\$ 400.00

113.75 Assessed Acres

COPY

Buyer did not pay  
for Property - 10% down  
payment must toward costs

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA ~~INTERNAL REVENUE SERVICE~~ To public venue or outcry at which time and place I sold the same to Richard Pelini he/she being the highest bidder, for the sum of \$ 4,000.00 + costs, and made the following appropriations, viz:

LOT# 40

BID PRICE \$ 4,000.00 + costs

**SHERIFF'S COSTS:** \* 137.22

2% SHERIFF'S COMMISSION 86.00

TOTAL \$ 217.22

**AUCTIONEER COSTS** 2.73

1% AUCTIONEER COMM 40.00

TOTAL \$ 42.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 371.28

DEED COSTS 40.00

**TOTAL DEED COSTS** \$ 434.28

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES	\$ <u>—</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>82.58</u>
TAXES - Tax Claim	<u>5,201.57</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>—</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>434.28</u>
ATTORNEY COMMISSION	<u>—</u>
SHERIFF COSTS	<u>217.22</u>
AUCTIONEER COSTS	<u>42.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
<b>TOTAL COSTS</b>	<b>\$ <u>6,072.39</u></b>

\$ 10,023.9

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

**Chester A. Hawkins, Sheriff**

\* 5 extra phone calls to find out about names on deed - never talked to Richard and he did not return my calls

RICHARD PELINI 5-89  
BRUNA PELINI  
210 MISSION MEAD RD.  
NEW CASTLE, PA 16105

1937/433  
1069215

764

DATE Mar 32-01

PAY TO THE  
ORDER OF

Chapfield Farm 3rd \$ 400.00  
Franklin D. ...



PEOPLES  
PRESTIGE

00 DOLLARS

MEMO PROPERTY TAX

Richard Pelini

⑆04330193⑆ 03 01069215⑈ 0764

CONTRACT = 1120-20064

GRAFTON

18

		400.00
AMT. DUE	TAX	TOTAL
CASH	CHK #	764

Pelini

Last Name

Richard

First Name

Middle Initial

210 Mission Meade Rd.

Street Address or R.D.

New Castle PA

City or Post Office

State

734 658 7507 16105

Phone

Zip No.

COPY

**FAX TRANSMISSION**  
JUBELIRER, CAROTHERS, KRIER & HALPERN  
PARK VIEW CENTER, TEN SHERATON DRIVE  
ALTOONA, PA 16601  
(814) 943-1149  
FAX: (814) 946-8788

**TO:** Jerrod N. Poslusny, Jr., Esquire    **DATE:** April 19, 2001  
Dorothy A. Totton  
Peter F. Smith, Esquire  
Chester Hawkins, Sheriff

**FAX #:** 856-910-5075    **PAGES:** 5, Including this over sheet  
717-783-4331  
814-765-6662  
814-765-5915

**FROM:** Alan R. Krier, Esquire

**SUBJECT:** Power Operating

**TO WHOM IT MAY CONCERN:**

COPY

Robert C. Jubelirer  
Alan R. Krier  
M. David Halpern  
Jane L. Carothers  
.....

James R. Carothers  
.....

Of Counsel:  
Richard A. Carothers

Law Offices of  
**JUBELIRER, CAROTHERS, KRIER & HALPERN**  
Park View Center, 10 Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
814 943 1149 // FAX 814 946 8788

www.lawyers.com/jckhlaw  
e-mail: jckhlaw@charterpa.com

April 19, 2001

Chester Hawkins, Sheriff  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830

In Re: **M&T BANK vs. POWER OPERATING, et al.**  
**No. 00-1303-CD, C.C.P., Clearfield County, Pennsylvania**

Dear Sheriff Hawkins:

Enclosed for filing are the Exceptions to the Proposed Distribution of Proceeds of Sheriff's Sale in the above referenced matter. If you have any questions do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

*151 Alan R. Krier*

Alan R. Krier

/blr  
Enclosure

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**EXCEPTIONS TO PROPOSED  
DISTRIBUTION OF PROCEEDS  
OF SHERIFF'S SALE**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D. # 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

COPY

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

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**EXCEPTIONS TO PROPOSED DISTRIBUTION  
OF PROCEEDS OF SHERIFF'S SALE**

NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2001 comes the Plaintiff,  
Manufacturers and Traders Trust Co. formerly Keystone Financial Bank, NA and files the  
following exceptions to the schedule of proposed distribution dated April 17, 2001.

1. Plaintiff excepts to the distribution of the sum of \$133,227.00 to the  
Commonwealth of Pennsylvania for an alleged priority claim for corporation taxes as Plaintiff  
believes that said lien does not represent a proper assessment of taxes due or a valid priority  
claim.

- a. Power Operating Company effectively ceased doing business some time in  
1999 and the pending Chapter 11 bankruptcy was converted to a Chapter 7  
bankruptcy on February 15, 2000.
- b. During the entire assessment period Power was actually insolvent and had  
"0" corporate net worth.
- c. Plaintiff believes that the basis for the assessment is erroneous, the  
assessment is improperly made, the assessment is not a valid priority lien  
and there is either nothing due or substantially less is due than the amount  
claimed.

COPY



WHEREFORE, Plaintiff prays that the sum of \$133,227.00 claimed by the Commonwealth of Pennsylvania be disallowed.

Respectfully submitted,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

BY: 

Alan R. Krier

Pa. ID# 06672

M. David Halpern

P.A. I.D.# 01570

Park View Center, P.O. Box 2024

Altoona, Pennsylvania 16603

(814) 943-1149

COPY

REAL ESTATE SALE

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

APRIL 17, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of the date, time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., AND USA, IRS.

to public venue or outcry at which time and place I sold the same to 23 INDIVIDUAL BIDDERS he/she being the highest bidder, for the sum of \$ 802,502.00 + COSTS

and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	\$	15.00
SERVICE		15.00
MILEAGE		83.60
LEVY		
MILEAGE		15.00
POSTING		10.00
CSDS		
COMMISSION 2% SEE INDIVIDUAL SHEETS		71.46
POSTAGE		15.00
HANDBILLS		1,115.00
DISTRIBUTION		15.00
ADVERTISING		45.00
ADD'L SERVICE		
DEED SEE INDIVIDUAL SHEETS		1,140.00
ADD'L POSTING		
ADD'L MILEAGE		180.00
PHONE CALLS/TAXES		
BID AMOUNT		
RETURNS/DEPUTIZE		2,350.00
COPIES \$.50 PER PAGE		88.00
BILLING		429.50
WAGES		
TOTAL SHERIFF COSTS	\$	5,597.56

**DEED COSTS:**

REGISTER & RECORDER	\$	
ACKNOWLEDGEMENT		SEE INDIVIDUAL SHEETS
TRANSFER TAX 2%		

TOTAL DEED COSTS \$

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$8,885,781.10
INTEREST	

**TOTAL DEBT & INTEREST**

\$8,885,781.10

**COSTS:**

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING		2,391.35
LATE CHARGES & FEES		
TAXES-Collector		7,389.99
TAXES-Tax Claim		179,686.50
COSTS OF SUIT-To Be Added		
LIST OF LIENS		525.00
MORTGAGE SEARCH		230.00
ACKNOWLEDGEMENT		39,858.09
DEED COSTS		16,050.04
SHERIFF COMMISSION		5,597.56
SHERIFF COSTS		369.00
LEGAL JOURNAL AD		3,000.00
REFUND OF ADVANCE		80.00****
REFUND OF SURCHARGE		\$ 120.00
PROTHONOTARY		120.00
ACTIONEER FEE		8,022.52
AUCTIONEER COMMISSION		133,227.00
PRIORITY CLAIM		224.00
SOLICITOR FEE		
TOTAL COSTS	\$	397,312.05

\*\*\*\* \$40.00 TO ATTORNEY  
\*\*\*\* \$40.00 TO SHERIFF - SERVICE OF ADDITIONAL DEFENDANTS - (TRUSTEE & USA PLTTS)

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

Chester A. Hawkins, Sheriff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I served a true and correct copy of the foregoing Exceptions to Proposed Distribution of Proceeds of Sheriff's Sale on all counsel of record or parties of interest by depositing same in the United States Mail, first-class, postage prepaid at Altoona, Pennsylvania on this 20<sup>th</sup> day of April, 2001, and addressed as follows:

Christine Shubert, Trustee, for  
Power Operating Co., Inc. a/k/a Power Land Co.  
c/o Jerrod N. Poslusny, Jr., Esquire  
COZEN & O'CONNOR  
457 Haddonfield Road  
Cherry Hill, NJ 08002-2220

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Dept. 280946  
Harrisburg, PA 17128-0946  
ATTN: Dorothy A. Totton

Chester Hawkins, Sheriff  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830

Peter F. Smith, Esquire  
P.O. Box 130  
30 S. Second Street  
Clearfield, PA 16830

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: 

Alan R. Krier, Esquire  
PA I.D. #06672  
Attorney for Plaintiff,  
MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)

COPY

April 11, 2001

Attention Peggy:

As you are probably aware, a couple of other people, myself included, bid on lots that was not mapped. This is regarding the 37 acres in Morris Township, map #999-000-00004. I know of one person that has been in contact with you, speaking on my behalf, and the other persons also. At the time of sale, I spoke to the bank representative, and they gave me until April 23, 2001 for payment.

As of right now, I am enclosing a check for lots #8, #9, and #35. We have been having a surveyor, and a land assessment person try to find where lot #38 is located, or if it exists. So far, they haven't been able to come up with anything. I want lot #38, but if it is not found, I can't see paying for something that is not there.

This is how we arrived at payment, excluding lot # 38.

Total	\$ 8035.01
10 % down payment on Lot # 8, #9,#35	- \$110.00
Total	<u>\$7925.01</u>
Minus lot # 38	\$2609.42
Total	<u>\$5315.59</u>

I arrived at this total , less my 10% down payment toward lot # 38. I hope this matter can be resolved before April 23, 2001. I am still continuing with the available resources to find Lot # 38.

Thank you,  
Michael Adams

*Michael Adams*

COPY

Law Offices of  
**JUBELIRER, CAROTHERS, KRIER & HALPERN**

Park View Center, 10 Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
814 943 1149 // FAX 814 946 8788

www.lawyers.com/jckhlaw  
e-mail: jckhlaw@charterpa.com

Robert C. Jubelirer  
Alan R. Krier  
M. David Halpern  
Jane L. Carothers

-----  
James R. Carothers

-----  
Of Counsel:  
Richard A. Carothers

April 19, 2001

Chester Hawkins, Sheriff  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830

In Re: **M&T BANK vs. POWER OPERATING, et al.**  
**No. 00-1303-CD, C.C.P., Clearfield County, Pennsylvania**

Dear Sheriff Hawkins:

Enclosed please find the Exceptions to the Proposed Distribution of Proceeds of Sheriff's Sale in the above referenced matter. The exception raised relates to the Commonwealth priority lien, which as I understand it was not included in the cost added to the bid price so that it will reduce the \$802,000. Please file the enclosed exceptions.

Very truly yours,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

151 *Alan R. Krier*

Alan R. Krier

/blr  
Enclosure

**COPY**  
Filed with  
1:30 PM 4-23-01  
4-23-01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND  
THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**EXCEPTIONS TO PROPOSED  
DISTRIBUTION OF PROCEEDS  
OF SHERIFF'S SALE**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

PLEASE TIME STAMP  
AND RETURN

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**EXCEPTIONS TO PROPOSED  
DISTRIBUTION OF PROCEEDS  
OF SHERIFF'S SALE**

Filed on behalf of M&T Bank,  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
M&T BANK  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

PLEASE TIME STAMP  
AND RETURN

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff,

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants.

CIVIL DIVISION

No. 00-1303-CD

**EXCEPTIONS TO PROPOSED DISTRIBUTION  
OF PROCEEDS OF SHERIFF'S SALE**

NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2001 comes the Plaintiff,  
Manufacturers and Traders Trust Co. formerly Keystone Financial Bank, NA and files the  
following exceptions to the schedule of proposed distribution dated April 17, 2001.

1. Plaintiff excepts to the distribution of the sum of \$133,227.00 to the  
Commonwealth of Pennsylvania for an alleged priority claim for corporation taxes as Plaintiff  
believes that said lien does not represent a proper assessment of taxes due or a valid priority  
claim.

- a. Power Operating Company effectively ceased doing business some time in  
1999 and the pending Chapter 11 bankruptcy was converted to a Chapter 7  
bankruptcy on February 15, 2000.
- b. During the entire assessment period Power was actually insolvent and had  
"0" corporate net worth.
- c. Plaintiff believes that the basis for the assessment is erroneous, the  
assessment is improperly made, the assessment is not a valid priority lien  
and there is either nothing due or substantially less is due than the amount  
claimed.

COPY

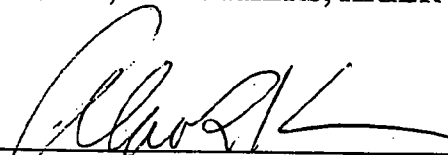


WHEREFORE, Plaintiff prays that the sum of \$133,227.00 claimed by the Commonwealth of Pennsylvania be disallowed.

Respectfully submitted,

**JUBELIRER, CAROTHERS, KRIER & HALPERN**

BY:



Alan R. Krier

Pa. ID# 06672

M. David Halpern

P.A. I.D.# 01570

Park View Center, P.O. Box 2024

Altoona, Pennsylvania 16603

(814) 943-1149

COPY

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

APRIL 17, 2001

by virtue of the Writ of Execution hereunto attached, after having given due and legal notice and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER

LAND CO., AND USA, IRS.

to public venue or outcry at which time and place I sold the same to 23 INDIVIDUAL BIDDERS he/she being the highest bidder, for the sum of \$ 802,502.00 + COSTS

and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		93.60
LEVY		
MILEAGE		
POSTING		15.00
CSDS		10.00
COMMISSION 2% SEE INDIVIDUAL SHEETS		
POSTAGE		71.46
HANDBILLS		15.00
DISTRIBUTION		1,115.00
ADVERTISING		15.00
ADD'L SERVICE		45.00
DEED SEE INDIVIDUAL SHEETS		
ADD'L POSTING		1,140.00
ADD'L MILEAGE		
PHONE CALLS/FAXES		180.00
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES \$.50 PER PAGE		2,350.00
BILLING		88.00
WAGES		429.50
TOTAL SHERIFF COSTS	\$	5,597.56

## DEED COSTS:

REGISTER & RECORDER	\$	
ACKNOWLEDGEMENT	SEE INDIVIDUAL SHEETS	
TRANSFER TAX 2%		

TOTAL DEED COSTS \$

## DEBT & INTEREST:

DEBT-AMOUNT DUE	\$8,885,781.10
INTEREST	

TOTAL DEBT & INTEREST \$8,885,781.10

## COSTS:

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING		2,391.35
LATE CHARGES & FEES		
TAXES-Collector		7,389.99
TAXES-Tax Claim		179,686.50
COSTS OF SUIT-To Be Added		
LIST OF LIENS		525.00
MORTGAGE SEARCH		230.00
ACKNOWLEDGEMENT		39,858.09
DEED COSTS		16,050.04
SHERIFF COMMISSION		5,597.56
SHERIFF COSTS		369.00
LEGAL JOURNAL AD		3,000.00
REFUND OF ADVANCE		80.00****
REFUND OF SURCHARGE		\$ 120.00
PROTHONOTARY		120.00
AUCTIONEER FEE		8,022.52
AUCTIONEER COMMISSION		133,227.00
PRIORITY CLAIM		625.00
SOLICITATOR FEE		
TOTAL COSTS	\$	397,312.05

\*\*\*\* \$40.00 TO ATTORNEY  
\*\*\*\* \$40.00 TO SHERIFF - SERVICE  
OF ADDITIONAL  
DEFENDANTS -

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFF WITHIN TEN (10) DAYS FROM THIS DATE. (TRUSTEE & USA PITTS)

Chester A. Hawkins, Sheriff

COPY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true and correct copy of the foregoing Exceptions to Proposed Distribution of Proceeds of Sheriff's Sale on all counsel of record or parties of interest by depositing same in the United States Mail, first-class, postage prepaid at Altoona, Pennsylvania on this 20<sup>th</sup> day of April, 2001, and addressed as follows:

Christine Shubert, Trustee, for  
Power Operating Co., Inc. a/k/a Power Land Co.  
c/o Jerrod N. Poslusny, Jr., Esquire  
COZEN & O'CONNOR  
457 Haddonfield Road  
Cherry Hill, NJ 08002-2220

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Dept. 280946  
Harrisburg, PA 17128-0946  
ATTN: Dorothy A. Totton

Chester Hawkins, Sheriff  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830

Peter F. Smith, Esquire  
P.O. Box 130  
30 S. Second Street  
Clearfield, PA 16830

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: 

Alan R. Krier, Esquire  
PA I.D. #06672  
Attorney for Plaintiff,  
MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T)

COPY

(814) 765-5595  
FAX (814) 765-6662

PETER F. SMITH  
ATTORNEY  
30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PENNSYLVANIA 16830

E-mail  
pfsatty@mail.csrlink.net

June 13, 2001

David S. Meholic  
Clearfield County Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830

**HAND DELIVER**

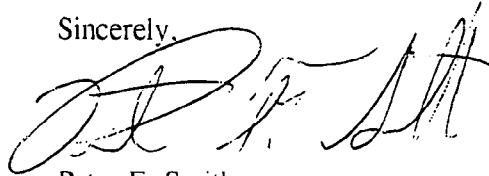
Re: M & T Bank v Power Operating Co.

Dear Dave:

I understand that the issue set for hearing this Monday in the case above has been settled. I further understand that Attorney Krier who represents M & T will be submitting a stipulation.

As solicitor for the Sheriff's Office, I have no objection to either the postponement or the cancellation of the hearing.

Sincerely,



Peter F. Smith

PFS:msc  
cc: Sheriff's Office

6-13-01  
COPY

JUN 13 2001 10:41 NO.005 P.01

# FAX TRANSMISSION

JUBELIRER, CAROTHERS, KRIER & HALPERN  
PARK VIEW CENTER, TEN SHERATON DRIVE  
ALTOONA, PA 16601  
(814) 943-1149  
FAX: (814) 946-8788

**TO:** Peggy **DATE:** June 13, 2001  
**FAX #:** 814-765-5915 **PAGES:** 2, Including this cover sheet  
**FROM:** Alan R. Krier, Esquire  
**SUBJECT:** Power Operating

**TO WHOM IT MAY CONCERN:**

**IF YOU DO NOT RECEIVE ALL PAGES OR IF THERE ARE ADDITIONAL PROBLEMS, PLEASE CALL 814-943-1149.**

=====

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

COPY

Robert C. Jubelirer  
Alan R. Krier  
M. David Halpern  
Jane L. Carothers

James H. Carothers

Of Counsel:  
Richard A. Carothers

Law Offices of  
**JUBELIRER, CAROTHERS, KRIER & HALPERN**  
Park View Center, 10 Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
814 943 1149 // FAX 814 946 8788

www.lawyers.com/jckhlaw  
e-mail: jckhlaw@charterpa.com

June 13, 2001

**VIA FACSIMILE**  
**814-765-5915**

Chester Hawkins, Sheriff  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, Pennsylvania 16830  
ATTN: PEGGY

**In Re: M&T BANK vs. POWER OPERATING, et al.**  
**No. 00-1303-CD, C.C.P., Clearfield County, Pennsylvania**

Dear Peggy:

A hearing was scheduled on June 18, 2001 at 2:00 in connection with exceptions to the Sheriff's proposed Distribution of Proceeds of Sale in the above. The exceptions related to a priority claim made by the Commonwealth of Pennsylvania Department of Revenue. We have reached an agreement with the Department of Revenue as to the amount of the priority claim and will be filing a Stipulation in connection therewith. Pending filing of the Stipulation I heroby request that the hearing scheduled for June 18, 2001 be continued.

Sincerely,

JUBELIRER, CAROTHERS, KRIER & HALPERN

151   
Alan R. Krier

ARK/blr

COPY

61-  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

MANUFACTURERS AND TRADERS :  
TRUST COMPANY (M&T) :  
Successor in interest by merger to :  
KEYSTONE FINANCIAL BANK, N.A. :  
(KEYSTONE) Formerly known as :  
MID-STATE BANK AND TRUST :  
COMPANY :

vs. :

POWER OPERATING CO., INC. a/k/a :  
POWER LAND C. a/k/a POWER :  
LAND CO., INC. :

vs. :

THE UNITED STATES OF AMERICA :  
INTERNAL REVENUE SERVICE :

No. 00-1303-CD

**ORDER**

NOW, this 26<sup>th</sup> day of April, 2001, upon consideration of  
Attorney Krier's Exceptions to Proposed Distribution of Proceeds of Sheriff's Sale, a  
Rule is hereby issued upon the parties to appear and Show Cause why the Motion  
should not be granted. Rule Returnable the 18<sup>th</sup> day of June, 2001,  
at 2:00 P.M. in Courtroom No. 1, Clearfield County  
Courthouse, Clearfield, PA.

BY THE COURT:

/s/JOHN K. REILLY, JR.

P.J.

**FILED**

APR 26 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T) is the  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
COMPANY,

Plaintiff

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants

CIVIL DIVISION

NO. 00-1303-CD

ORDER

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

SEP 10 2001

Attest:

Prothonotary

NOW this 28<sup>th</sup> day of August, 2001 upon consideration of the attached Stipulation,  
it appearing that the parties have amicably resolved the exceptions to the Sheriff's proposed  
distribution filed by Manufacturers and Traders Trust Company and have resolved their  
respective claims to the funds held in escrow by the Sheriff it is ORDERED and DECREED that  
the sum of \$133,227.00 escrowed by the Sheriff on account of the priority lien claim submitted  
by the Commonwealth of Pennsylvania Department of Revenue be distributed as follows:

- a. To the Commonwealth of Pennsylvania Department of Revenue \$86,000.00
- b. To Manufacturers and Traders Trust Co. \$47,227.00.

COPY

FILED

AUG 28 2001

William A. Shaw  
Prothonotary



The proceeds payable to the Commonwealth shall be forwarded to Christos A.

Katasounis, Assistant Counsel, Pennsylvania Department of Revenue, Office of Chief Counsel  
Department 281061, Harrisburg, PA 17128-1061. The proceeds payable to Manufacturers and  
Traders Trust Co. shall be forwarded to Gary Golden, M&T Bank, 601 Dresher Road, Horsham,  
PA 19044-2203.

BY THE COURT:  
/s/ JOHN K. REILLY, JR.

---

PRESIDENT JUDGE

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MANUFACTURERS AND TRADERS  
TRUST COMPANY (M&T) is the  
Successor in interest by merger to  
KEYSTONE FINANCIAL BANK, N.A.,  
(KEYSTONE) Formerly known as  
MID-STATE BANK AND TRUST  
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Plaintiff

vs.

POWER OPERATING CO., INC. a/k/a  
POWER LAND CO. a/k/a POWER  
LAND CO., INC.

AND

THE UNITED STATES OF AMERICA,  
INTERNAL REVENUE SERVICE

Defendants

CIVIL DIVISION

NO. 00-1303-CD

STIPULATION

Filed on behalf of Manufacturers  
and Traders Trust Company (M&T),  
Plaintiff

Filed by:

Alan R. Krier, Esquire  
P.A. I.D. #06672  
M. David Halpern  
P.A. I.D.# 01570  
Attorney for Plaintiff,  
KEYSTONE FINANCIAL BANK, N.A.  
Park View Center  
Ten Sheraton Drive  
P.O. Box 2024  
Altoona, Pennsylvania 16603  
(814) 943-1149

COPY

FILED

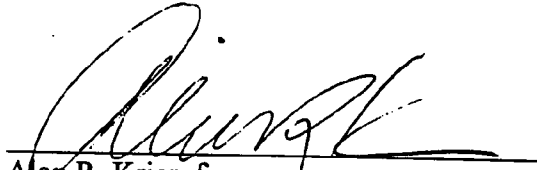
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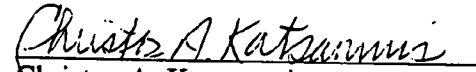
William A. Shaw  
Prothonotary

# STIPULATION

NOW THIS, 23<sup>rd</sup> day of August, 2001 it is hereby Stipulated and agreed by the parties as follows:

1. The priority claim for corporate taxes of Power Operating Co. in connection with the Sheriff's sale conducted in the above matter is \$86,000.00
2. Of the \$133,227.00 escrowed by the Sheriff on account of said priority claim the sum of \$86,000.00 shall be distributed to the Commonwealth of Pennsylvania, Department of Revenue in full satisfaction of its claim for corporate taxes owed by Power Operating Co. and of all claims it may have to the proceeds of Sheriff's sale and the balance of the escrow in the sum of \$47,227.00 shall be distributed to Manufacturers and Traders Trust Company as the Plaintiff in the Writ.

  
Alan R. Krier, for  
Manufacturers & Traders Trust Company

  
Christos A. Katsaounis  
Assistant Counsel  
Pennsylvania Department of Revenue

COPY

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true and correct copy of the foregoing  
STIPULATION on all counsel of record and/or parties of interest by depositing same in the  
United States Mail, postage prepaid at Altoona, Pennsylvania on this 27<sup>th</sup> day of August, 2001,  
and addressed as follows:

Jerrold N. Poslusny, Jr., Esquire  
COZEN & O'CONNOR  
457 Haddonfield Road  
P.O. Box 5400  
Cherry Hill, NJ 08002-2220

Christos A. Katsaounis, Assistant Counsel  
PA Department of Revenue  
Office of Chief Counsel  
Dept. 281061  
Harrisburg, PA 17128-1061

Peter F. Smith, Esquire  
P.O. Box 130  
30 S. Second Street  
Clearfield, PA 16830

JUBELIRER, CAROTHERS, KRIER & HALPERN

BY: 

Alan R. Krier, Esquire  
PA I.D. 06672  
Park View Center, 10 Sheraton Drive  
P.O. Box 2024  
Altoona, PA 16603  
(814) 943-1149  
Counsel for Plaintiff,  
MANUFACTURERS AND TRADERS TRUST  
CO. (M&T)

COPY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF COMPLIANCE  
DEPT. 280946  
HARRISBURG, PA 17128-0946



## AMENDED CLAIM

PRIORITY CLAIM  
FOR  
SHERIFFS SALE  
Please Print or Type

EXECUTION NUMBER 001303CD

DATE OF SALE 03/23/2001

AMOUNT \$133,227.00

MR CHESTER A HAWKINS  
SHERIFF OF CLEARFIELD COUNTY  
COURTHOUSE  
1 NORTH 2<sup>ND</sup> STREET - SUITE 116  
CLEARFIELD PA 16830

CORPORATION TAX FILE (BOX) NUMBER  
8102-203

EMPLOYER EIN

SALES TAX LICENSE NUMBER

SOCIAL SECURITY NUMBER

## DEFENDANT

POWER OPERATING CO INC A/K/A POWER LAND CO A/K/A POWER LAND CO INC

This statement is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes. This statement is made in accordance with 42 Pa. C.S.A. §8151 and 72 P.S. §1402 (Fiscal Code §1402).

A. For the following taxes a priority in the distribution of the proceeds of the judicial sale should be made in accordance with the applicable provisions of the Tax Reform Code of 1971, 72 P.S. §7101, *et seq.* Tax liens were filed with the Prothonotary of CLEARFIELD County.

- ☐ Sales and Use Tax, 72 P.S. §7242  
☐ Employer Withholding Tax, 72 P.S. §7345  
☐ Pennsylvania Personal Income tax, 72 P.S. §7345

B. A Corporation tax lien is a first lien and is required to be paid first out of the proceeds of the judicial sale before any pre-existing judgement, mortgage, or any other claim or lien against the corporation in accordance with 72 P.S. §1401 (Fiscal Code §1401).

☒ Corporation Taxes, 72 P.S. §1401

## STATEMENT OF ACCOUNT

TYPE OF TAX	SETTLEMENT OR LIEN DATE	LIEN NUMBER OR FILING PERIOD	AMOUNT OR BALANCE
CORP	02-05-1998	04-30-1996	\$33,237.00
	03-09-1999	04-30-1997	37,961.00
	03-13-2001	04-30-1998	36,636.00
	03-13-2001	03-23-2001	25,393.00

I certify that the above Statement of Account is a true and correct statement of all liened taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity.

WITNESS my hand and the seal of the Department of

DIRECTOR, BUREAU OF COMPLIANCE

Revenue this 9<sup>TH</sup> day of MARCH 2001

*Dorothy A. Totton*

SECRETARY OF REVENUE  
Larry P Williams

COPY

Rec'd 3-14-01

**PRIORITY CLAIM  
FOR  
SHERIFFS SALE**  
Please Print or Type

EXECUTION NUMBER
001303CD
DATE OF SALE
03/23/2001
AMOUNT
\$141,398.00

MR CHESTER A HAWKINS  
SHERIFF OF CLEARFIELD COUNTY  
MARKET ST  
CLEARFIELD PA 16830

CORPORATION TAX FILE (BOX) NUMBER
8102-203
EMPLOYER EIN
SALES TAX LICENSE NUMBER
SOCIAL SECURITY NUMBER

**DEFENDANT** POWER OPERATING CO INC A/K/A POWER LAND CO A/K/A POWER LAND CO INC

This statement is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes. This statement is made in accordance with 42 Pa. C.S.A. § 8151 and 72 P.S. § 1402 (Fiscal Code § 1402).

A. For the following taxes a priority in the distribution of the proceeds of the judicial sale should be made in accordance with the applicable provisions of the Tax Reform Code of 1971, 72 P.S. § 7101, et seq. Tax liens were filed with the Prothonotary of Clearfield County.

- ☐ Sales and Use Tax, 72 P.S. § 7242  
☐ Employer Withholding Tax, 72 P.S. § 7345  
☐ Pennsylvania Personal Income Tax, 72 P.S. § 7345

B. A Corporation tax lien is a first lien and is required to be paid out of the proceeds of the judicial sale before any pre-existing judgement, mortgage, or any other claim or lien against the corporation in accordance with 72 P.S. § 1401 (Fiscal Code 1401).

- ☒ Corporation Taxes, 72 P.S. § 1401

**STATEMENT OF ACCOUNT**

Type of Tax	Settlement or Lien Date	Lien Number or Filing Period	Amount or Balance
Corp Tax	02/05/1998	04-30-1996	\$33,237.00
Corp Tax	03/09/1999	04-30-1997	\$37,961.00
Corp Tax	03/13/2001	03-23-2001	\$25,393.00
Corp Tax	03/13/2001	04-30-1998	\$44,807.00
<b>TOTAL:</b>			<b>\$141,398.00</b>

I certify that the above Statement of Account is a true and correct statement of all lien taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity.

WITNESS my hand and the seal of the Department of  
Revenue 08 day of, March 2001

DIRECTOR, BUREAU OF COMPLIANCE

*Dorothy A. Totton*

SECRETARY OF REVENUE

Larry P. Williams

*Handwritten notes and signatures in the bottom left corner.*

CORRECTED

# REAL ESTATE SALE

## SCHEDULE OF DISTRIBUTION

NOW, SEPTEMBER 18, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., AND USA, IRS

to public venue or outcry at which time and place I sold the same to 23 INDIVIDUAL BIDDERS he/she being the highest bidder, for the sum of \$ 803,752.00 COSTS and made the following appropriations, viz.:

**SHERIFF COSTS:**

RDR	\$	15.00
SERVICE		15.00
MILEAGE		93.60
LEVY		
MILEAGE		
POSTING		15.00
CSDS		10.00
COMMISSION 2%	SEE INDIVIDUAL SHEETS	
POSTAGE		71.46
HANDBILLS		15.00
DISTRIBUTION		1,115.00
ADVERTISING		15.00
ADD'L SERVICE		45.00
DEED	SEE INDIVIDUAL SHEETS	
ADD'L POSTING		1,140.00
ADD'L MILEAGE		
PHONE CALLS/FAXES		200.00
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES \$ .50 PER PAGE		2,350.00
BILLING		88.00
WAGES		1,235.62
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>6,423.68</b>

**DEED COSTS:**

REGISTER & RECORDER	\$	
ACKNOWLEDGEMENT	SEE INDIVIDUAL SHEETS	
TRANSFER TAX 2%		

**TOTAL DEED COSTS** **\$**

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$	8,885,781.10
INTEREST - TO BE ADDED		

**TOTAL DEBT & INTEREST** **\$** **8,885,781.10**

**COSTS:**

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING		2,391.35
LATE CHARGES & FEES		
TAXES-Collector		7,437.72
TAXES-Tax Claim		181,656.44
COSTS OF SUIT-To Be Added		
LIST OF LIENS		525.00
MORTGAGE SEARCH		230.00
ACKNOWLEDGEMENT		
DEED COSTS		40,534.35
SHERIFF COMMISSION		16,075.04
SHERIFF COSTS	\$	6,423.68
LEGAL JOURNAL AD		369.00
REFUND OF ADVANCE		3,000.00
REFUND OF SURCHARGE		80.00**
PROTHONOTARY	\$	120.00
SOLICITOR FEE		650.00
AUCTIONEER FEE		120.00
AUCTIONEER COMMISSION		8,037.52
PRIORITY CLAIM		86,000.00
<b>TOTAL COSTS</b>	<b>\$</b>	<b>353,650.10</b>

\*\*\*\* \$40.00 TO ATTORNEY  
 \*\*\*\* \$40.00 TO SHERIFF - SERVICE  
 OF TWO ADDITIONAL DEFENDANT

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

Chester A. Hawkins, Sheriff

COPY

PAID M & T BANK      MAY 23, 2001

BID FOR PROPERTIES	\$803,752.00
MINUS    LOT #38	-    800.00
LOT #39	- 12,000.00
LOT #40	-   4,000.00
MINUS MONEY HELD FOR PRIORITY CLAIM	-133,227.00
MINUS MONEY HELD FOR FUTURE COSTS	- 10,000.00
PLUS REFUND OF ADVANCE	+   3,000.00
PLUS REFUND OF SURCHARGE	+     40.00
TOTAL PAID	\$646,765.00

PAID M & T BANK      SEPTEMBER 17, 2001

MONEY HELD FOR PRIORITY CLAIM	\$133,227.00	
MINUS MONEY TO DEPT OF REVENUE	- 86,000.00	
		\$ 47,227.00
MONEY HELD FOR FUTURE COSTS	10,000.00	
MINUS COSTS DUE SHERIFF	-    826.12	
		9,173.88
MONEY FROM 10% DOWN ON LOTS #38, 39, 40 COLLECTED	1,790.00	
MINUS COSTS DUE SHERIFF	-   1,185.88	
		<u>604.12</u>
TOTAL DUE M & T		\$ 57,005.00

COPY





# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 4,500.00

on the property sold as Parcel # 1 located in Woodward

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

J. J. Gaudin  
Name

March 23, 2001  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control # 1300-42791 8.00 Assessed Acres

Control # 1300-42790 15.01 Assessed Acres

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to Dr. Lund Company, Inc he/she being the highest bidder, for the sum of \$ 4,500.00 + costs and made the following appropriations, viz:

LOT# 1

BID PRICE \$ 4,500.00 + costs

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 90.00

TOTAL \$ 221.93

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 45.00

TOTAL \$ 47.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 90.00

DEED COSTS 40.00

TOTAL DEED COSTS \$ 153.00

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ —

ADVERTISING 54.35

TAXES - Collector 4.71

TAXES - Tax Claim 309.46

COSTS OF SUIT 2.73

LIST OF LIENS —

MORTGAGE SEARCH 26.72

DEED COSTS 153.00

ATTORNEY COMMISSION —

SHERIFF COSTS 221.93

AUCTIONEER COSTS 47.73

LEGAL JOURNAL AD 8.39

REFUND OF SURCHARGE 1.82

ATTORNEY FEES —

SOLICITOR FEES —

PRIORITY CLAIM —

TOTAL COSTS \$ 835.84

\$ 5,330.84

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

Chester A. Hawkins, Sheriff

COPY

JUNIOR COAL CONTRACTING, INC.

R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NAT'L BANK  
PHILIPSBURG, PA  
60-627/313

16250

Mar. 23, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$22,700.00

Twenty-two thousand seven hundred and 00/100

DOLLARS

MEMO Deposit on Ground (Power Action)

George D. Conner

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

37

AMT. DUE	TAX	TOTAL
		22,700.00

CASH      CHK #

19 774 987

Last Name

Conner

First Name

Middle Initial

George

Street Address or R.D.

R03 B 225 A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR 18

Dollars

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George W. Couper*

⑆031306278⑆ ⑆006250⑆

© HARLAND

PRESTIGE

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801  
(814) 371-6605  
Fax: (814) 371-7725

#48

Date: March 23, 2001

This is to acknowledge my bid of \$ 20,000.00  
on the property sold as Parcel # 2 located in Gulick  
Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

[Signature]  
Name

x RD1 Box 464 Warren, PA  
Address

x 814 632 6680  
Phone  
Eric. Gilliam &

Control # 1180-38384

419.92 Assessed Acres  
Less 10 Acres

CK # 4202

\$14,900.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to Eric D. G. Holland and Bernadette G. Holland he/she being the highest bidder, for the sum of \$ 20,000.00 + c and made the following appropriations, viz:

LOT# 2

BID PRICE \$ 20,000.00

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 400.00

TOTAL \$ 527.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 200.00

TOTAL \$ 202.73

**DEED COSTS:**

REGISTER & RECORDER \$ 3.08

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 2,942.10

DEED COSTS 6.67

**TOTAL DEED COSTS** \$ 2,956.85

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ —

ADVERTISING 54.35

TAXES - Collector 518.62

TAXES - Tax Claim 12,516.71

COSTS OF SUIT 2.73

LIST OF LIENS —

MORTGAGE SEARCH 26.72

DEED COSTS 2,956.85

ATTORNEY COMMISSION —

SHERIFF COSTS 527.22

AUCTIONEER COSTS 202.73

LEGAL JOURNAL AD 8.39

REFUND OF SURCHARGE 1.82

ATTORNEY FEES —

SOLICITOR FEES —

PRIORITY CLAIM —


**TOTAL COSTS** \$ 16,816.14


\$ 34,816.


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

Chester A. Hawkins, Sheriff

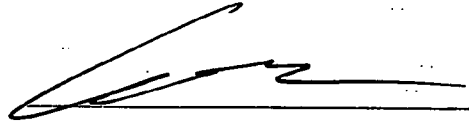
COPY


**WARRIORS MARK ENTERPRISES, INC.** 60-786<sup>15</sup>  
**ERIC GILLILAND** 313  
**BERNADETTE GILLILAND** 000428779  
RD. 1, BOX 464  
WARRIORS MARK, PA 16877-9709  
DATE 3/24/01 4202

PAY TO THE ORDER OF Clearfield County Sheriff \$ 14,900  
fourteen thousand nine hundred <sup>00</sup>/<sub>100</sub> DOLLARS 

 **HOLLIDAYSBURG TRUST COMPANY**  
An Affiliate of Omega Financial Corporation

MEMO \_\_\_\_\_



⑆031307866⑆ 000428779⑆ 4202

SAFETY PAPER

48

AMT. DUE	TAX	TOTAL
		14900.00

CASH 4202

21 257 312

Last Name \_\_\_\_\_

Gilliland

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Eric O.

Street Address or R.D. \_\_\_\_\_

RD1 Bx 464

City or Post Office \_\_\_\_\_ State \_\_\_\_\_

Warriors Mark 16877

Phone \_\_\_\_\_ Zip No. \_\_\_\_\_

814 632 6680

COPY

JAMES H. BIGELOW  
ATTORNEY AT LAW  
TRUSTEE ACCOUNT  
PH. 814-942-4389  
2006 BELLMEADE DRIVE  
ALTOONA, PA 16602

60-1789/313  
1000130060

108

DATE April 25, 2001

PAY TO THE ORDER OF Sheriff, Clearfield County

\$ 188,844.78

One hundred eighty-eight thousand eight hundred / forty-four & 78/100 DOLLARS



Central Bank 10  
HOLLIDAYSBURG, PA. 16846

a division of FIRST COMMONWEALTH BANK  
Member FDIC

MEMO (Gilliland)

*James H. Bigelow*

⑆031317898⑆ 10 00130060⑆ 0108

COPY

COPY





# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#48

Date: March 23, 2001

This is to acknowledge my bid of \$ 13,000.00

on the property sold as Parcel # 3 located in Gulick

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

March 23, 2001

Date

[Signature]

Name

RD 1 Box 464 Union Mt PA

Address

814-632-6680

Phone

Control # 1180-38385

73.84 Assessed Acres

CK4202

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of **POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA** To public venue or outcry at which time and place I sold the same to INTERNAL REVENUE SERVICE and Bernadette Gilliland he/she being the highest bidder, for the sum of \$ 13,000.00 + costs and made the following appropriations, viz:

LOT# 3

**DEBT & INTEREST:**

BID PRICE \$ 13,000.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 260.00

TOTAL \$ 387.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 130.00

TOTAL \$ 132.73

**TOTAL DEBT & INTEREST**

**DEED COSTS:**

REGISTER & RECORDER \$ 3.08

ACKNOWLEDGEMENT -5.00

TRANSFER TAX 2% 567.42

DEED COSTS 6.67

**TOTAL DEED COSTS \$ 577.17**

**COSTS:**


ATTORNEY FEES	\$ <u>-</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>100.02</u>
TAXES - Tax Claim	<u>2,774.73</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>-</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>577.17</u>
ATTORNEY COMMISSION	<u>-</u>
SHERIFF COSTS	<u>387.22</u>
AUCTIONEER COSTS	<u>132.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>-</u>
SOLICITOR FEES	<u>-</u>
PRIORITY CLAIM	<u>-</u>
<b>TOTAL COSTS</b>	<b>\$ <u>4,065.88</u></b>

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

\$ 17,065.88

Chester A. Hawkins, Sheriff

COPY



**WARRIORS MARK ENTERPRISES, INC.**  
**ERIC GILLILAND**  
**BERNADETTE GILLILAND**  
 RD. 1, BOX 464  
 WARRIORS MARK, PA 16877-9709

60-786 15  
 313  
 000428779

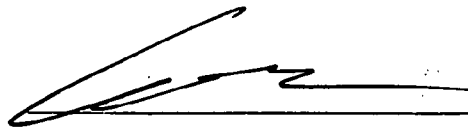
DATE 3/24/01

4202

PAY TO THE ORDER OF Clearfield County Sheriff \$ 14,900  
fourteen thousand nine hundred <sup>00</sup>/<sub>100</sub> DOLLARS


**HOLLIDAYSBURG TRUST**  
 COMPANY  
 An Affiliate of Omega Financial Corporation

MEMO \_\_\_\_\_



⑆031307866⑆ 000428779⑈ 4202

48

AMT. DUE	TAX	TOTAL
		14 900.00

CASH ☒ CHK # 4202

21 257 312

Last Name Gilliland

First Name Eric Middle Initial O

Street Address or R.D. RD1 Bx 464

City or Post Office Warriors Mark State 16877

Phone 814 632 6680 Zip No.

COPY

JAMES H. BIGELOW  
ATTORNEY AT LAW  
TRUSTEE ACCOUNT  
PH. 814-942-4389  
2006 BELLMEADE DRIVE  
ALTOONA, PA 16602

60-1789/313  
1000130060

108

DATE April 25, 2001

PAY TO THE ORDER OF Sheriff, Clearfield County

\$ 188,844.78

One hundred eighty-eight thousand eight hundred / forty-four & 78/100 DOLLARS



Central Bank 10

a division of FIRST COMMONWEALTH BANK  
HOLLIDAYSBURG, PA 16848  
Member FDIC

MEMO (Gilliland)

*James H. Bigelow*

⑆031317898⑆ 10 00130060⑆ 0108

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#48

Date: March 23, 2001

This is to acknowledge my bid of \$ 14,000.00

on the property sold as Parcel # 4 located in Gulick

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

[Signature]  
Name

March 23, 2001  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control # 1180-38383

75.02 Assessed Acres

CR 4202

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23<sup>rd</sup> day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to Er. C. S. G. L. and and Bernadette G. Miller he/she being the highest bidder, for the sum of \$ 14,000.00 + costs, and made the following appropriations, viz:

LOT# 4

**DEBT & INTEREST:**

BID PRICE \$ 14,000.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 280.00

TOTAL 407.22

**TOTAL DEBT & INTEREST**

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 140.00

TOTAL \$ 142.73

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 3.08

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 579.08

DEED COSTS 6.67

**TOTAL DEED COSTS** \$ 588.83


ATTORNEY FEES	\$ -
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>102.08</u>
TAXES - Tax Claim	<u>2,072.07</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	-
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>588.83</u>
ATTORNEY COMMISSION	-
SHERIFF COSTS	<u>407.22</u>
AUCTIONEER COSTS	<u>142.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	-
SOLICITOR FEES	-
PRIORITY CLAIM	-
<b>TOTAL COSTS</b>	<b>\$ 3,406.94</b>

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

\$ 17,406.94

Chester A. Hawkins, Sheriff

**COPY**



**WARRIORS MARK ENTERPRISES, INC.**  
**ERIC GILLILAND**  
**BERNADETTE GILLILAND**  
 RD. 1, BOX 464  
 WARRIORS MARK, PA 16877-9709

60-786-15  
 313  
 000428779

DATE 3/24/01

4202

PAY TO THE ORDER OF Clearfield County Sheriff \$ 14,900  
fourteen thousand nine hundred <sup>00</sup>/<sub>100</sub> DOLLARS


**HOLLIDAYSBURG TRUST**  
CO-OPERATIVE  
An Affiliate of Omega Financial Corporation

MEMO \_\_\_\_\_

⑆031307866⑆ 000428779⑈ 4202

48

AMT. DUE	TAX	TOTAL
		14900.00

CASH ☒ CHK # 4202

21 257 312

Last Name Gilliland

First Name Eric Middle Initial O

Street Address or R.D. RD1 Bx 464

City or Post Office Warriors Mark State 16877

Phone 814 632 6680 Zip No.

COPY

JAMES H. BIGELOW  
ATTORNEY AT LAW  
TRUSTEE ACCOUNT  
PH. 814-942-4389  
2006 BELLMEADE DRIVE  
ALTOONA, PA 16602

60-1789/313  
1000130060

108

DATE April 25, 2001

PAY TO THE ORDER OF Sheriff, Clearfield County

\$ 188,844.78

One hundred eighty-eight thousand eight hundred / forty-four & 78/100 DOLLARS



MEMO (Gilliland)

*James H. Bigelow*

⑆031317898⑆ 10 00130060 0108

COPY





# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#48

Date: March 23, 2001

This is to acknowledge my bid of \$ 50,000.00

on the property sold as Parcel # 5 located in Gulick

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

[Signature]  
Name

March 23, 2001  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control #'s

Assessed Acres

1180-383888

201.87

1180-38362

CR 4202

1.00

1180-38391

288.96

1180-38363

5.00

COPY

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to Eric S. Gilliland and Bernadette Gilliland he/she being the highest bidder, for the sum of \$ 50,000.00 + cost, and made the following appropriations, viz:

LOT# S

BID PRICE \$ 50,000.00 + cost

## SHERIFF'S COSTS:

2% SHERIFF'S COMMISSION 1,000.00

TOTAL \$ 1,127.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM. 500.00

TOTAL \$ 502.73

## DEED COSTS:

REGISTER & RECORDER \$ 3.08

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 2,837.04

DEED COSTS 6.67

TOTAL DEED COSTS \$ 2,846.79

## DEBT & INTEREST:

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

## TOTAL DEBT & INTEREST

## COSTS:


ATTORNEY FEES	\$ <u>-</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>500.11</u>
TAXES - Tax Claim	<u>12,373.45</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>-</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>2,846.79</u>
ATTORNEY COMMISSION	<u>-</u>
SHERIFF COSTS	<u>1,127.22</u>
AUCTIONEER COSTS	<u>502.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>-</u>
SOLICITOR FEES	<u>-</u>
PRIORITY CLAIM	<u>-</u>
TOTAL COSTS	\$ <u>17,444.31</u>

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

\$ 67,444.3

Chester A. Hawkins, Sheriff

COPY



**WARRIORS MARK ENTERPRISES, INC.**  
**ERIC GILLILAND**  
**BERNADETTE GILLILAND**  
 RD. 1, BOX 464  
 WARRIORS MARK, PA 16877-9709

60-786 15  
 313  
 000428779

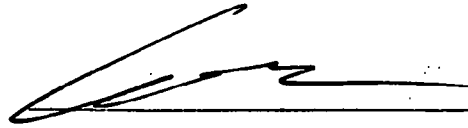
DATE 3/24/01

4202

PAY TO THE ORDER OF Clearfield County Sheriff \$ 14,900  
fourteen thousand nine hundred <sup>00</sup>/<sub>100</sub> DOLLARS


**HOLLIDAYSBURG TRUST COMPANY**  
 An Affiliate of Omega Financial Corporation

MEMO \_\_\_\_\_



⑆031307866⑆ 000428779⑈ 4202

48

AMT. DUE	TAX	TOTAL
		14900.00

CASH ☒ CHK # 4202

21 257 312

Last Name Gilliland

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Eric O.

Street Address or R.D. RD1 Bx 464

City or Post Office \_\_\_\_\_ State \_\_\_\_\_

Warriors Mark 16877

Phone \_\_\_\_\_ Zip No. \_\_\_\_\_

814 632 6680

COPY

JAMES H. BIGELOW  
ATTORNEY AT LAW  
TRUSTEE ACCOUNT  
PH. 814-942-4389  
2006 BELLMEADE DRIVE  
ALTOONA, PA 16602

60-1789/313  
1000130060

108

DATE April 25, 2001

PAY TO THE  
ORDER OF

Sheriff, Clearfield County

\$ 188,844.78

One hundred eighty-eight thousand eight hundred / forty-four & 78/100 DOLLARS



Central  
Bank

10

a division of

FIRST COMMONWEALTH BANK

Member FDIC

MEMO

(Gilliland)

*James H. Bigelow*

MP

⑆03⑆3⑆7898⑆ 10 00⑆30060⑆ 0108

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801  
(814) 371-6605  
Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 1.00

on the property sold as Parcel # 60a located in Guleich

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Gary Carter JR  
Name

March 23, 2001  
Date

Philipsburg PA  
Address

342-2012  
Phone

Control #'s

Assessed Acres

1180-38364

1.00

1180-38371

2.00

1180-38370

4.00

1180-38368

4.00

1180-38369

2.00

1180-38367

2.00

1180-38392

1.00

1180-38361

1.00

1180-38376

0.00

COPY

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to INTERNAL REVENUE SERVICE he/she being the highest bidder, for the sum of \$ 1.00 + costs and made the following appropriations, viz:

LOT# 6a

BID PRICE \$ 1.00 + costs

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION .10

TOTAL \$ 127.32

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM .01

TOTAL \$ 2.74

## DEED COSTS:

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 63.46

DEED COSTS 40.00

TOTAL DEED COSTS \$ 124.46

## DEBT & INTEREST:

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

TOTAL DEBT & INTEREST

## COSTS:

ATTORNEY FEES	\$ <u>-</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>11.13</u>
TAXES - Tax Claim	<u>1,186.32</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>-</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>124.46</u>
ATTORNEY COMMISSION	<u>-</u>
SHERIFF COSTS	<u>127.32</u>
AUCTIONEER COSTS	<u>2.74</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>-</u>
SOLICITOR FEES	<u>-</u>
PRIORITY CLAIM	<u>-</u>
TOTAL COSTS	\$ <u>1,547.98</u>

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

\$ 1,548.98

Chester A. Hawkins, Sheriff

COPY

JUNIOR COAL CONTRACTING, INC.  
R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-62

16250

Mar. 23, 2001

PAY TO THE ORDER OF Clearfield County Sheriff \$22,700.00  
Twenty-two thousand seven hundred and 00/100 DOLLARS

MEMO Deposit on Ground (Power Action)

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

George L. Conner

37

AMT. DUE	TAX	TOTAL
		22,700.00
CASH	CHK #	

19 774 987

Last Name

Conner

First Name

Middle Initial

George

Street Address or R.D.

RD3 B 225A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR--18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George W. Coughlin*

⑆03⑆306278⑆ ⑆06250⑆00⑆00⑆

©HAWLAND

PRESSURE

COPY





# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801  
(814) 371-6605  
Fax: (814) 371-7725

#48

Date: March 23, 2001

This is to acknowledge my bid of \$ 4,500.00  
on the property sold as Parcel # 66 located in Gulick  
Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

[Signature]  
Name

March 23, 2001  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control #'s

Assessed Acres

CE

4202

1180-47131

0.00

1180-47132

0.00

1180-47133

0.00

1180-38365

0.00

1180-38375

0.00

1180-38372

0.00

1180-38373

0.00

1180-38377

2.57

1180-38374

3.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to Bernadette G. Gilland and Eric S. Gilland he/she being the highest bidder, for the sum of \$ 4,500.00 + costs and made the following appropriations, viz:

LOT# 66

BID PRICE \$ 4,500.00

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 90.00  
TOTAL \$ 217.22  
AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 45.00  
TOTAL \$ 47.73

**DEED COSTS:**

REGISTER & RECORDER \$ 3.08  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 137.78  
DEED COSTS 6.67  
**TOTAL DEED COSTS \$ 147.53**

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**


ATTORNEY FEES	\$ <u>—</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>24.33</u>
TAXES - Tax Claim	<u>1,481.80</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>—</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>147.53</u>
ATTORNEY COMMISSION	<u>—</u>
SHERIFF COSTS	<u>217.22</u>
AUCTIONEER COSTS	<u>47.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
<b>TOTAL COSTS</b>	<b>\$ <u>2,012.62</u></b>

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


\$ 4,512.62

Chester A. Hawkins, Sheriff


COPY


**WARRIORS MARK ENTERPRISES, INC.** 60-786<sub>15</sub>  
**ERIC GILLILAND** 313  
**BERNADETTE GILLILAND** 000428779  
RD. 1, BOX 464  
WARRIORS MARK, PA 16877-9709  
DATE 3/24/01 4202

PAY TO THE ORDER OF Clearfield County Sheriff \$ 14,900  
fourteen thousand nine hundred <sup>00</sup>/<sub>100</sub> DOLLARS

 **HOLLIDAYSBURG TRUST COMPANY**  
An Affiliate of Omega Financial Corporation

MEMO \_\_\_\_\_



⑆031307866⑆ 000428779⑈ 4202

48

AMT. DUE	TAX	TOTAL
		14900.00

CASH ☒ CHK # 4202

21 257 312

Last Name \_\_\_\_\_

Gilliland

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Eric O.

Street Address or R.D. \_\_\_\_\_

Rd1 Bx 464

City or Post Office \_\_\_\_\_ State \_\_\_\_\_

Warriors Mark 16877

Phone \_\_\_\_\_ Zip No. \_\_\_\_\_

814 632 6680

COPY

JAMES H. BIGELOW  
ATTORNEY AT LAW  
TRUSTEE ACCOUNT  
PH. 814-942-4389  
2006 BELLMEADE DRIVE  
ALTOONA, PA 16602

60-1789/313  
1000130060

108

DATE April 25, 2001

PAY TO THE  
ORDER OF

Sheriff, Clearfield County

\$ 188,844.78

One hundred eighty-eight thousand eight hundred / forty-four & .78/100  
DOLLARS



Central Bank 10

HOLLIDAYSBURG, PA. 16848  
a division of FIRST COMMONWEALTH BANK  
Member FDIC

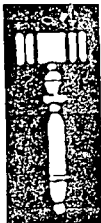
MEMO

(Gilliland)

*James H. Bigelow*

⑆031317898⑆ 10 00130060⑆ 0108

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#48

Date: March 23, 2001

This is to acknowledge my bid of \$ 47,500.00  
on the property sold as Parcel # 6C located in Gulick + Woodward  
Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

[Signature]  
Name

3-23-01  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

CK  
4202

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to Eric S. G. Williams and Bernadette G. Williams he/she being the highest bidder, for the sum of \$ 47,500.00 + costs and made the following appropriations, viz:

LOT# 6c

BID PRICE \$ 47,500.00 + costs

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 950.00  
TOTAL \$ 1,077.22  
AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 475.00  
TOTAL \$ 477.73

**DEED COSTS:**

REGISTER & RECORDER \$ 3.10  
ACKNOWLEDGEMENT -5.00  
TRANSFER TAX 2% 1,692.90  
DEED COSTS 6.65

TOTAL DEED COSTS \$ 1,702.65

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**


ATTORNEY FEES	\$ <u>-</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector (2)	<u>299.07</u>
TAXES - Tax Claim	<u>7,348.21</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>-</u>
MORTGAGE SEARCH 7	<u>26.72</u>
DEED COSTS	<u>1,702.65</u>
ATTORNEY COMMISSION	<u>-</u>
SHERIFF COSTS	<u>1,077.22</u>
AUCTIONEER COSTS	<u>477.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>-</u>
SOLICITOR FEES	<u>-</u>
PRIORITY CLAIM	<u>-</u>
TOTAL COSTS	\$ <u>10,998.89</u>

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

\$ 58,498.89

Chester A. Hawkins, Sheriff

COPY



**WARRIORS MARK ENTERPRISES, INC.**  
**ERIC GILLILAND**  
**BERNADETTE GILLILAND**  
 RD. 1, BOX 464  
 WARRIORS MARK, PA 16877-9709

60-78615  
 313  
 000428779


DATE 3/24/01

4202

PAY TO THE ORDER OF Clearfield County Sheriff \$ 14,900  
fourteen thousand nine hundred <sup>00</sup>/<sub>100</sub> DOLLARS


**HOLLIDAYSBURG TRUST COMPANY**  
 An Affiliate of Omega Financial Corporation

MEMO \_\_\_\_\_



⑆031307866⑆ 000428779⑈ 4202

48

AMT. DUE	TAX	TOTAL
		14900.00

CASH ☒ CHK # 4202

21 257 312

Last Name \_\_\_\_\_

Gilliland

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Eric O.

Street Address or R.D. \_\_\_\_\_

Rd1 Bx 464

City or Post Office \_\_\_\_\_ State \_\_\_\_\_

Warriors Mark 16877

Phone \_\_\_\_\_ Zip No. \_\_\_\_\_

814 632 6680

COPY

JAMES H. BIGELOW  
ATTORNEY AT LAW  
TRUSTEE ACCOUNT  
PH. 814-942-4389  
2006 BELLMEADE DRIVE  
ALTOONA, PA 16602

60-1789/313  
1000130060

108

DATE April 25, 2001

PAY TO THE  
ORDER OF

Sheriff, Clearfield County

\$ 188,844.78

One hundred eighty-eight thousand eight hundred / forty-four & 78/100 DOLLARS



Central Bank 10

a division of FIRST COMMONWEALTH BANK  
HOLLIDAYSBURG, PA. 16848  
Member FDIC

MEMO

(Gilliland)

*James H. Bigelow*

MP

⑆031317898⑆ 10 00130060⑆ 0108

COPY





# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#76

Date: March 23, 2001

This is to acknowledge my bid of \$ 1,250.00

on the property sold as Parcel # 7 located in Woodward

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Pat K. Schum  
Name

March 23, 2001  
Date

PO Box 133 Morann PA  
Address

378-4770  
Phone

Control # 1300-81000

0.00 Assessed Acres

\$ 125.00

ck # 3066

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to Patrick D. Schnurrs and Amy S. Schnurrs he/she being the highest bidder, for the sum of \$1,250.00 + costs, and made the following appropriations, viz:

LOT# 7

**DEBT & INTEREST:**

BID PRICE \$1,250.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 25.00

TOTAL \$152.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 12.50

TOTAL \$15.23

**TOTAL DEBT & INTEREST**

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 329.24

DEED COSTS 40.00

**TOTAL DEED COSTS \$ 392.74**

ATTORNEY FEES	\$ <u>—</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>60.46</u>
TAXES - Tax Claim	<u>1,502.66</u>
COSTS OF SUIT	<u>2.72</u>
LIST OF LIENS	<u>—</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>392.74</u>
ATTORNEY COMMISSION	<u>—</u>
SHERIFF COSTS	<u>152.22</u>
AUCTIONEER COSTS	<u>15.23</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
<b>TOTAL COSTS</b>	<b>\$ <u>2,217.32</u></b>

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

**\$ 3,467.32**

Chester A. Hawkins, Sheriff

**COPY**



PATRICK D. SCHNARRS  
AMY S. SCHNARRS  
LIC. 22-697-802 25-031-323  
P.O. BOX 133 814-378-4771  
MORRAN, PA 16663

DATE 3-23-01

3066  
60-682/433

PAY TO THE  
ORDER OF

One hundred twenty five

\$ 125.00

DOLLARS

Security features  
included.  
Details on back.

NBOC BANK  
HOUTZDALE OFFICE  
MEMBER FDIC  
HOUTZDALE, PA 16851

FOR 1300-81000 deposit

Pat Sch

⑆043306826⑆⑆⑆00059980⑆3066

76

		\$ 125.00
AMT. DUE	TAX	TOTAL
CASH	CHK #3066	

22 697 802

Last Name

Schnarrs

First Name

Patrick

Middle Initial

Street Address or R.D.

Rt 1650

City or Post Office

PO Box 133

State

MORRAN 16663

Phone

Zip No.

814 378 4771

COPY



PATRICK D. SCHNARRS  
AMY S. SCHNARRS  
LIC. 22-697-802 25-031-323  
P.O. BOX 133 814-378-4771  
MORRIS, PA 16663

3087  
60-682/433

DATE 4-5-01

PAY TO THE  
ORDER OF

*Clif County Sheriff* \$3342.32  
*Three Thousand Three hundred forty two and 32/100*

NBOC BANK  
HOUTZDALE OFFICE  
MEMBER FDIC  
HOUTZDALE, PA 16651

Security features  
included  
Details on back

FOR

*A. S. Schnarrs*

⑆043306826⑆⑆⑆ 0005998 01 3087

DESIGNER CREORS ROYAL MCKEGRAM

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#58

Date: March 23, 2001

This is to acknowledge my bid of \$ 500.00

on the property sold as Parcel # 8 located in Woodward

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have

bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Michael White  
Name

March 23, 2001  
Date

2011 AZOTTA RD.  
Address

7178864253  
Phone

Control #'s

1300-80441

1300-80999

Assessed Acres

0.00

0.19

CC2950  
190

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to Michael Glen Adams and Susan Veronica Adams he/she being the highest bidder, for the sum of \$ 500.00 and made the following appropriations, viz:

LOT# 8

BID PRICE \$ 500.00 + costs

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 10.00  
TOTAL \$ 137.22  
AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 5.00  
TOTAL \$ 7.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 282.54  
DEED COSTS 40.00  
  
TOTAL DEED COSTS \$ 346.04

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**


ATTORNEY FEES \$ -  
ADVERTISING 54.35  
TAXES - Collector 51.88  
TAXES - Tax Claim 1,403.70  
COSTS OF SUIT 2.73  
LIST OF LIENS -  
MORTGAGE SEARCH 26.72  
DEED COSTS 346.04  
ATTORNEY COMMISSION -  
SHERIFF COSTS 137.22  
AUCTIONEER COSTS 7.73  
LEGAL JOURNAL AD 8.39  
REFUND OF SURCHARGE 1.82  
ATTORNEY FEES -  
SOLICITOR FEES -  
PRIORITY CLAIM -  
TOTAL COSTS \$ 2,040.58

\$2,540.58

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

Chester A. Hawkins, Sheriff

COPY


**MICHAEL G. ADAMS**  
**SUSAN V. ADAMS**  
 10 MAZZOTTA ROAD  
 STEVENS, PA 17578

60-1424  
 313  
 041867892  
 DATE 3-23-01

No. **2950**

Pay to the order of CLEFFIELD CO. SHERIFF \$ 190.<sup>00</sup>  
One hundred ninety and 00/100

**Fulton Bank**  
 People dedicated to your success.

MICHAEL G. ADAMS

⑆031301422⑆ 0418 67892⑆ 2950

58

AMT. DUE	TAX	TOTAL
CASH	CHK # 2950	\$ 190.00

17 013 682

Last Name

Adams Michael G.

First Name

Middle Initial

10 Mazzotta Rd

Street Address or R.D.

Stevens

City or Post Office

PA

State

717 336 4255 / 17578

Phone

Zip No.

COPY



MICHAEL G. ADAMS  
SUSAN V. ADAMS  
10 MAZZOTTA ROAD  
STEVENS, PA 17578

60-1424  
313  
041867892

No. 2969

DATE 4-10-01

Pay to the order of Clearfield County Sheriff \$5315.<sup>59</sup>  
Fifty-three hundred fifteen and 59/100 DOLLARS

**Fulton Bank**  
People dedicated to your success.™



Lot 89-35

Michael Adams

⑆031301422⑆ 0418 67892⑈ 2969

COPY



April 11, 2001

Attention Peggy:

As you are probably aware, a couple of other people, myself included, bid on lots that was not mapped. This is regarding the 37 acres in Morris Township, map #999-000-00004. I know of one person that has been in contact with you, speaking on my behalf, and the other persons also. At the time of sale, I spoke to the bank representative, and they gave me until April 23, 2001 for payment.

As of right now, I am enclosing a check for lots #8, #9, and #35. We have been having a surveyor, and a land assessment person try to find where lot #38 is located, or if it exists. So far, they haven't been able to come up with anything. I want lot #38, but if it is not found, I can't see paying for something that is not there.

This is how we arrived at payment, excluding lot # 38.

Total	\$ 8035.01
10 % down payment on Lot # 8, #9,#35	- \$110.00

Total	\$7925.01
Minus lot # 38	\$2609.42

Total	<u>\$5315.59</u>
-------	------------------

I arrived at this total , less my 10% down payment toward lot # 38. I hope this matter can be resolved before April 23, 2001. I am still continuing with the available resources to find Lot # 38.

Thank you,  
Michael Adams

*Michael Adams*

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#58

Date: March 23, 2001

This is to acknowledge my bid of \$ 500.00

on the property sold as Parcel # 9 located in Woodward

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Michael Allen  
Name

March 23, 2001  
Date

107 MARZOSI RD  
Address

7173364255  
Phone

Control # 1300-80597

0.18 Assessed Acres

CK 2950

\$190.

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to INTERNAL REVENUE SERVICE Susan Benson Adams he/she being the highest bidder, for the sum of \$ 500.00 + costs and made the following appropriations, viz:

LOT# 9

BID PRICE \$ 500.00 + costs

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 10.00  
TOTAL \$ 137.22  
AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 5.00  
TOTAL \$ 7.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 263.86  
DEED COSTS 40.00  
  
TOTAL DEED COSTS \$ 327.36

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**


ATTORNEY FEES	\$	<u>—</u>
ADVERTISING		<u>54.35</u>
TAXES - Collector		<u>48.46</u>
TAXES - Tax Claim		<u>1,235.06</u>
COSTS OF SUIT		<u>2.73</u>
LIST OF LIENS		<u>—</u>
MORTGAGE SEARCH		<u>26.72</u>
DEED COSTS		<u>327.36</u>
ATTORNEY COMMISSION		<u>—</u>
SHERIFF COSTS		<u>137.22</u>
AUCTIONEER COSTS		<u>7.73</u>
LEGAL JOURNAL AD		<u>8.39</u>
REFUND OF SURCHARGE		<u>1.82</u>
ATTORNEY FEES		<u>—</u>
SOLICITOR FEES		<u>—</u>
PRIORITY CLAIM		<u>—</u>
TOTAL COSTS	\$	<u>1,849.84</u>

\$ 2,349.84

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

Chester A. Hawkins, Sheriff

COPY


**MICHAEL G. ADAMS**  
**SUSAN V. ADAMS**  
 10 MAZZOTTA ROAD  
 STEVENS, PA 17578

60-1424  
 313  
 041867892  
 DATE 3-23-01

No. **2950**

Pay to the order of CLEARFIELD CO. SHERIFF \$ 190.<sup>00</sup>  
One hundred ninety and 00/100

**Fulton Bank**  
 People dedicated to your success.™

MICHAEL G. ADAMS

⑆031301422⑆ 0418 67892⑈ 2950

58

AMT. DUE	TAX	TOTAL
CASH	CHK # 2950	\$ 190.00

17 013 682

Last Name

Adams Michael G.

First Name

Middle Initial

10 Mazzotta Rd

Street Address or R.D.

Stevens

City or Post Office

PA

State

717 336 4255 17578

Phone

Zip No.

COPY



MICHAEL G. ADAMS  
SUSAN V. ADAMS  
10 MAZZOTTA ROAD  
STEVENS, PA 17578

60-1424  
313  
041867892

No. 2969

DATE 4-10-01

Pay to the order of Clearfield County Sheriff \$ 5315.59  
Fifty-three hundred fifteen and 59/100 DOLLARS

**Fulton Bank**  
People dedicated to your success.™

MEMO

LOTS 89 & 35

*Michael Adams*

⑆031301422⑆ 0418 67892⑈ 2969

ANTIQUE

COPY

April 11, 2001

Attention Peggy:

As you are probably aware, a couple of other people, myself included, bid on lots that was not mapped. This is regarding the 37 acres in Morris Township, map #999-000-00004. I know of one person that has been in contact with you, speaking on my behalf, and the other persons also. At the time of sale, I spoke to the bank representative, and they gave me until April 23, 2001 for payment.

As of right now, I am enclosing a check for lots #8, #9, and #35. We have been having a surveyor, and a land assessment person try to find where lot #38 is located, or if it exists. So far, they haven't been able to come up with anything. I want lot #38, but if it is not found, I can't see paying for something that is not there.

This is how we arrived at payment, excluding lot # 38.

Total	\$ 8035.01
10 % down payment on Lot # 8, #9,#35	- \$110.00
Total	<u>\$7925.01</u>
Minus lot # 38	\$2609.42
Total	<u>\$5315.59</u>

I arrived at this total , less my 10% down payment toward lot # 38. I hope this matter can be resolved before April 23, 2001. I am still continuing with the available resources to find Lot # 38.

Thank you,  
Michael Adams

*Michael Adams*

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 16,000.00

on the property sold as Parcel # 10 located in Guleich

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

George Conforte  
Name

March 23, 2001  
Date

Philipburg  
Address

342-2012  
Phone

Control # 1180-38380

182.50 Assessed Acres

COPY

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to INTERNAL REVENUE SERVICE Dr. Hand Company, Inc he/she being the highest bidder, for the sum of \$ 16,000.00 + Costs and made the following appropriations, viz:

LOT# 10

BID PRICE \$16,000.00 + Costs

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 320.00

TOTAL \$ 447.22

**AUCTIONEER COSTS** 2.73

1% AUCTIONEER COMM 160.00

TOTAL \$ 162.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 1151.16

DEED COSTS 40.00

**TOTAL DEED COSTS** \$ 1,214.16

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ -

ADVERTISING 54.35

TAXES - Collector 202.92

TAXES - Tax Claim 5,295.62

COSTS OF SUIT 2.73

LIST OF LIENS -

MORTGAGE SEARCH 26.72

DEED COSTS 1,214.16

ATTORNEY COMMISSION -

SHERIFF COSTS 447.22

AUCTIONEER COSTS 162.73

LEGAL JOURNAL AD 8.39

REFUND OF SURCHARGE 1.82

ATTORNEY FEES -

SOLICITOR FEES -

PRIORITY CLAIM -

**TOTAL COSTS** \$ 7,416.66

\$23,416.66

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

Chester A. Hawkins, Sheriff

COPY



JUNIOR COAL CONTRACTING, INC.  
R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-62

16250

Mar. 23, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$22,700.00

Twenty-two thousand seven hundred and <sup>00</sup>/<sub>100</sub> ~~~~~ DOLLARS

MEMO

Deposit on Ground (Power Action)

George L. Couffer

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

37

AMT. DUE	TAX	TOTAL
		22,700.00
CASH	CHK #	

19 774 987

Last Name

Couffer

First Name

Middle Initial

George

Street Address or R.D.

R03 B 225 A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR--18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George W. Coughlin*

⑆03⑆306278⑆ ⑆⑆⑆6250⑆⑆⑆⑆⑆⑆

© HARLAND

PRESTON

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 50,000.00

on the property sold as Parcel # 11 located in Gulick

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have

bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

James Conner

Name

March 23, 2001

Date

Philipburg PA

Address

342-2012

Phone

Control #'s

Assessed Acres

1180-38387

436.19

1180-38393

0.63

1180-38366

1.80

1180-42664

6.61

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA to public venue or outcry at which time and place I sold the same to INTERLAL REVENUE SERVICE he/she being the highest bidder, for the sum of \$ 50,000.00 + Costs, and made the following appropriations, viz:

LOT# 11

**DEBT & INTEREST:**

BID PRICE \$ 50,000.00 + Costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 1,000.00

TOTAL \$ 1,127.22

**AUCTIONEER COSTS** 2.73

1% AUCTIONEER COMM 500.00

TOTAL \$ 502.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 3,544.53

DEED COSTS 40.00

**TOTAL DEED COSTS** \$ 3,607.53

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES	\$ <u>—</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>424.81</u>
TAXES - Tax Claim	<u>15,359.31</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>—</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>3,607.53</u>
ATTORNEY COMMISSION	<u>—</u>
SHERIFF COSTS	<u>1,127.22</u>
AUCTIONEER COSTS	<u>502.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
<b>TOTAL COSTS</b>	<b>\$ <u>21,315.61</u></b>

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

\$ 71,315.61

**Chester A. Hawkins, Sheriff**

**COPY**

JUNIOR COAL CONTRACTING, INC.  
R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-627

16250

Mar. 23, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$22,700.00

Twenty-two thousand seven hundred and <sup>00</sup>/<sub>100</sub> ~~~~~ DOLLARS

MEMO

Deposit on Ground (Power Action)

George D. Campbell

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

37

AMT. DUE	TAX	TOTAL
		22,700.00

CASH      CHK #

19 774 987

Last Name

Campbell

First Name

Middle Initial

George

Street Address or R.D.

R03 B 225 A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR--18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George V. Coughlin*

⑆03⑆306278⑆ ⑆⑆6250⑆⑆⑆⑆

© HARLAND

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#69

Date: March 23, 2001

This is to acknowledge my bid of \$ 100,000.00

on the property sold as Parcel # 12 located in Gulich & Woodward  
Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Paul E. Noll  
Name

March 23, 2001  
Date

524 Noll Rd. Loretto Pa. 15940  
Address

814-472-8560  
Phone

Control # 1180-38381  
1300-80373

215.47 Assessed Acres  
334.96

CK ~~#~~180  
# 10,000.00

COPY

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of **POWER OPERATING CO., INC., a/k/a POWER LAND CO.,**  
a/k/a **POWER LAND CO., INC., AND UNITED STATES OF AMERICA**

To public venue or outcry at which time and place I sold the same to Gerald E. Farabach <sup>INTERNAL REVENUE SERVICE</sup> he/she being the highest bidder, for the sum of \$ 100,000.00 + costs and made the following appropriations, viz:

LOT# 12

BID PRICE \$ 100,000.00 + costs

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 2,000.00  
TOTAL \$ 2,127.22  
**AUCTIONEER COSTS** 2.73  
1% AUCTIONEER COMM 1,000.00  
TOTAL \$ 1,002.73

**DEED COSTS:**  
REGISTER & RECORDER \$ 20.00  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 3,222.30  
DEED COSTS 40.00  
**TOTAL DEED COSTS** \$ 3,287.30

## **DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

## **TOTAL DEBT & INTEREST**

## **COSTS:**

ATTORNEY FEES \$ 54.35  
ADVERTISING 580.61  
TAXES - Collector 8,331.49  
TAXES - Tax Claim 2.73  
COSTS OF SUIT -  
LIST OF LIENS 26.72  
MORTGAGE SEARCH 3,287.30  
DEED COSTS -  
ATTORNEY COMMISSION 2,127.22  
SHERIFF COSTS 1,002.73  
AUCTIONEER COSTS 8.39  
LEGAL JOURNAL AD 1.82  
REFUND OF SURCHARGE -  
ATTORNEY FEES -  
SOLICITOR FEES -  
PRIORITY CLAIM -  
**TOTAL COSTS** \$ 15,923.36

\$115,923.36

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

Chester A. Hawkins, Sheriff

COPY



524 **PAUL E. NOLL**  
 132 NOLL ROAD  
 LORETTO, PA 15940

180  
 60-1763/313

DATE 3/23/01

PAY TO THE ORDER OF Clearfield County Sheriff \$ 10,000.00  
Ten thousand 00/00 DOLLARS Security features included. Details on back.

**Portage** National Bank

FOR Land Paul E. Noll MP

⑆031317636⑆⑆0903⑆⑆92374⑆⑆0180

© HARLAND

69

		10,000.00
AMT. DUE	TAX	TOTAL

CASH CHK # 180

19 291 755

Last Name

Durmon Patrick J

First Name

Middle Initial

2409 11th St.

Street Address or R.D.

Altoona

City or Post Office

PA

State

943-3019

Phone

16601

Zip No.

COPY

183

594 PAUL E. NOLL  
192 NOLL ROAD  
LORETTO, PA 15940

60-1763/313

DATE 4/9/01

PAY TO THE ORDER OF Clearfield County Sheriff \$ 28,641.<sup>12</sup>/<sub>100</sub>

Twenty - Eight thousand Six Hundred Forty one DOLLARS

**Portage** National Bank Lot #12

FOR Purchase of Power land Paul E. Noll

⑆031317636⑆⑆0903⑆92374⑆0183

© HARLAND

368

GERALD E. FARABAUGH  
JOANNE M. FARABAUGH  
6031 BOXER ST.  
BETHEL PARK, PA 15102

8-26<sub>26</sub>  
430

DATE April 4, 2001

Pay to the order of Clearfield County Sheriff Dept. \$ 38,641.<sup>12</sup>/<sub>100</sub>

Thirty Eight thousand Six Hundred Forty one DOLLARS

**Mellon** Mellon Bank, N.A. Pittsburgh, PA

Purchase of Power land Lot #12

Memo Gerald E. Farabaugh

⑆04300026⑆⑆705⑆7114⑆0368

REGULATIONS ALLOW ONLY THREE CHECKS PAID PER STATEMENT PERIOD

4814

PATRICK J. DUMM  
VIRGINIA M. DUMM  
2409 - 11TH ST.  
ALTOONA, PA 16601

60-295/313  
4402

DATE 4/10/01

Pay to the Order of Clearfield County Sheriff \$ 38,641.<sup>12</sup>/<sub>100</sub>

Thirty Eight thousand Six Hundred Forty one DOLLARS

**M&T Bank** Manufacturers and Traders Trust Company 12th Avenue Office

FOR Power land Lot #12 Patrick Dumm

⑆031302955⑆⑆9830026853⑆4814

© Clarke American

GUARD AND SAFETY BLUE WBL



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801  
(814) 371-6605  
Fax: (814) 371-7725

#33

Date: March 23, 2001

This is to acknowledge my bid of \$ 1,300.00  
on the property sold as Parcel # 13 located in Woodwards  
Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

Frank J. Latky  
Name  
P.O. Box 92  
Mirann, PA 16263  
Address

814-378-8148  
Phone

Control # 1300-79794

3.27 Assessed Acres

CK# 1047

130.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to Frank S. Calosky he/she being the highest bidder, for the sum of \$1,300.00 + costs, and made the following appropriations, viz:

LOT# 13

**DEBT & INTEREST:**

BID PRICE \$1,300.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 26.00  
TOTAL \$ 153.22

**TOTAL DEBT & INTEREST**

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 13.00  
TOTAL \$ 15.73

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 26.00  
DEED COSTS 40.00

TOTAL DEED COSTS \$ 89.00

ATTORNEY FEES	\$ <u>—</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>3.00</u>
TAXES - Tax Claim	<u>169.63</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>—</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>89.00</u>
ATTORNEY COMMISSION	<u>—</u>
SHERIFF COSTS	<u>153.22</u>
AUCTIONEER COSTS	<u>15.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
TOTAL COSTS	\$ <u>524.59</u>

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

\$1,824.59

Chester A. Hawkins, Sheriff

COPY

FRANK J. LATOSKY  
PRIME MONEY FUND  
PO BOX 193  
HOUTZDALE, PA 16651-0193

1047

60-627/313

Date March 23, 2001

Pay to the order of Clearfield County Sheriff \$ 130.00  
One Hundred Thirty

© HARLAND

CNB

COUNTY NATIONAL BANK  
PRESQUEISLE STREET OFFICE, PHILIPSBURG, PA

Security features  
included.  
Details on back.

For Deposit - Cash

Frank J. Latosky

⑆03⑆306278⑆ ⑆46596⑆2⑆

1047

33

AMT. DUE	TAX	TOTAL
		130.00
CASH	CHK # 1047	

11 048 151

Last Name

Latosky

First Name

Frank

Middle Initial

Street Address or R.D.

PO B 92

City or Post Office

State

MORGAN PA 16663

Phone

Zip No

814 378 8148

COPY

FRANK J. LATOSKY  
P.O. BOX 193  
HOUTZDALE, PA 16651-0193

188

60-627/313

DATE April 7, 2001


© HIRSHLAND CAMBRIDGE

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$ 1,694. <sup>59</sup>/<sub>100</sub>

One Thousand Six Hundred Ninety-Four & <sup>59</sup>/<sub>100</sub>

100 DOLLARS  Security features included. Details on back.

**CNB**

COUNTY NATIONAL BANK  
PRESQUEISLE STREET OFFICE, PHILPSBURG, PA

NO. 00-1303-00  
FOR bank purchase - Sheriff sale

Frank J. Latosky

⑆031306278⑆ 1004415400200

0188

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#45

Date: March 23, 2001

This is to acknowledge my bid of \$ 21,000.00

on the property sold as Parcel # 14 located in Gulich & Beccaria

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have

bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

Donald M. Margo  
Name

Hartsville PA  
Address

378-7639  
Phone

Control #'s

1180-38378

1010-13011

Assessed Acres

292.34

20.00

CK # 153  
\$ 2100.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to David George Ford Sales, Inc he/she being the highest bidder, for the sum of \$ 21,000.00 + costs and made the following appropriations, viz:

LOT# 14

BID PRICE \$ 21,000.00 + costs

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 420.00  
TOTAL \$ 547.22  
AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 210.00  
TOTAL \$ 212.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 2514.80  
DEED COSTS 40.00  
  
TOTAL DEED COSTS \$ 2,577.80

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES	\$ <u>54.35</u>
ADVERTISING	<u>447.82</u>
TAXES - Collector	<u>10,662.73</u>
TAXES - Tax Claim	<u>2.73</u>
COSTS OF SUIT	<u>26.72</u>
LIST OF LIENS	<u>2,577.80</u>
MORTGAGE SEARCH	<u>547.22</u>
DEED COSTS	<u>212.73</u>
ATTORNEY COMMISSION	<u>8.39</u>
SHERIFF COSTS	<u>1.82</u>
AUCTIONEER COSTS	<u>—</u>
LEGAL JOURNAL AD	<u>—</u>
REFUND OF SURCHARGE	<u>—</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
<b>TOTAL COSTS</b>	<b>\$ <u>14,542.31</u></b>

\$ 35,542.31

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

Chester A. Hawkins, Sheriff

COPY



60-119/313  
55

153

**JACOB GEORGE FORD SALES INC.**  
REA ACCOUNT  
620 SPRING STREET  
HOUTZDALE, PA. 16651

Date MARCH 23, 2001

Pay to the  
Order of CLEARFIELD County SHERIFF \$ 2,100.00

TWO THOUSAND ONE HUNDRED AND 00/100 Dollars

Mid-State Bank  
A Keystone Community Bank

For Deposit Edmund M. Long

⑆031301192⑆ 60 025 384⑈ 0153

45

		2100.00
AMT. DUE	TAX	TOTAL
CASH	CHK # <u>153</u>	

Last Name

George Edmonds M.

First Name

Middle Initial

620 Spring Street

Street Address or P.O.

Houtzdale PA

City or Post Office

State

378-7639 16651

Phone

Zip No.

COPY

**JACOB GEORGE FORD SALES INC.**

REA ACCOUNT  
620 SPRING STREET  
HOUTZDALE, PA. 16651

60-119/313  
55

154

Date 4/6/01

Pay to the  
Order of

CLEARFIELD COUNTY SHERIFF

\$ 33,442.31

Dollars

Security features  
are included.  
Circle on back.

THIRTY THREE THOUSAND FOUR HUNDRED FORTY TWO AND 31/100

Mid-State  
Bank

A Keystone Community Bank

#K16-000-00031

For MAP#K16-000-00026 &

*Edward M. Henry*

⑆031301192⑆ 60 025 384⑆ 0154

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 50,000.00

on the property sold as Parcel # 15 located in Klecatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

[Signature]  
Name

Address

Phone

Control # 1120-19529

152.00 Assessed Acres

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to Dr. Land Company, Inc he/she being the highest bidder, for the sum of \$ 50,000.00 + costs and made the following appropriations, viz:

LOT# 15

**DEBT & INTEREST:**

BID PRICE \$ 50,000.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 1,000.00

TOTAL \$ 1,127.22

**AUCTIONEER COSTS** 2.73

1% AUCTIONEER COMM 500.00

TOTAL \$ 502.73

**TOTAL DEBT & INTEREST**

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 1,000.00

DEED COSTS 40.00

**TOTAL DEED COSTS** \$ 1,063.00

ATTORNEY FEES \$ —

ADVERTISING 54.35

TAXES - Collector 197.89

TAXES - Tax Claim 4,691.37

COSTS OF SUIT 2.73

LIST OF LIENS —

MORTGAGE SEARCH 26.72

DEED COSTS 1,063.00

ATTORNEY COMMISSION —

SHERIFF COSTS 1,127.22

AUCTIONEER COSTS 502.73

LEGAL JOURNAL AD 8.39

REFUND OF SURCHARGE 1.82

ATTORNEY FEES —

SOLICITOR FEES —

PRIORITY CLAIM —

**TOTAL COSTS** \$ 7,674.22

\$ 57,676.22

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

Chester A. Hawkins, Sheriff

COPY

JUNIOR COAL CONTRACTING, INC.  
R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-62

16250

Mar. 23, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$22,700.00

Twenty-two thousand seven hundred and <sup>00</sup>/<sub>100</sub> ~~~~~ DOLLARS

MEMO

Deposit on Ground (Power Action)

George L. Couffer

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

37

AMT. DUE	TAX	TOTAL
		22,700.00
CASH	CHK #	

19 774 987

Last Name

Couffer

First Name

Middle Initial

George

Street Address or R.D.

R03 B 225 A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR-----18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George V. Coughlin*

⑆031306278⑆ ⑆006250⑆

© HARLAND

PRESTIGE

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 62,500.00

on the property sold as Parcel # 16 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

March 23, 2001

Date

[Signature]

Name

Address

Phone

Control #'s

Assessed Acres

1120-19534

229.00

1120-19535

113.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to Dr. Land Company Inc <sup>INTERNAL REVENUE SERVICE</sup> he/she being the highest bidder, for the sum of \$ 62,500.00 + costs and made the following appropriations, viz:

LOT# 16

BID PRICE \$ 62,500.00 + costs

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 1,250.00  
TOTAL \$ 1,377.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 625.00  
TOTAL \$ 627.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 1,935.72  
DEED COSTS 40.00

TOTAL DEED COSTS \$ 1,998.72

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

TOTAL DEBT & INTEREST

**COSTS:**

ATTORNEY FEES	\$ <u>-</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>430.59</u>
TAXES - Tax Claim	<u>10,140.07</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>-</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>1,998.72</u>
ATTORNEY COMMISSION	<u>-</u>
SHERIFF COSTS	<u>1,377.22</u>
AUCTIONEER COSTS	<u>627.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>-</u>
SOLICITOR FEES	<u>-</u>
PRIORITY CLAIM	<u>-</u>
TOTAL COSTS	\$ <u>14,718.34</u>

\$ 77,218.34

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

Chester A. Hawkins, Sheriff

COPY



JUNIOR COAL CONTRACTING, INC.  
R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-62

16250

Mar. 23, 2001

PAY TO THE ORDER OF Clearfield County Sheriff \$22,700.00  
Twenty-two thousand seven hundred and 00/100 DOLLARS

MEMO Deposit on Ground (Power Action)

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

George L. Campbell

37

		22 700.00
AMT. DUE	TAX	TOTAL
CASH	CHK #	

19 774 987

Last Name

Campbell

First Name

Middle Initial

George

Street Address or R.D.

R03 B 225 A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR-----18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George V. Compton*

⑆031306278⑆ ⑆006250⑆⑆

© HARLAND

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#17

Date: March 23, 2001

This is to acknowledge my bid of \$ 26,000.00

on the property sold as Parcel # 17 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

Ron Petrosky  
Name

Berrahl Petrosky  
Address

339-6861  
Phone

Control # 1120-20554

118.10 Assessed Acres

CK# Q 1434.

\$ 2600.00  
10% bid

COPY

**KEITH PETROSKY**  
**LILY M. PETROSKY**  
 RR 1 BOX 626, PH 814-339-7054  
 OSCEOLA MILLS, PA 16666-9652

1434

60-627/313

3-23-01 DATE

PAY TO THE ORDER OF Clearfield County Sheriff \$ 2,600.00

Two thousand six hundred and 00/100 DOLLARS

**CNB**  
**COUNTY NATIONAL BANK**  
 MAIN OFFICE, CLEARFIELD, PA

FOR 10% Down

10313062781 3006629711

1434

Security Features Details on Back

MP

© HARLAND

7

		2,600.00
AMT. DUE	TAX	TOTAL
CASH	CHK #	1434

Petrosky

Last Name

Ronald

First Name Middle Initial

Drane Hwy RD Box 626

Street Address or R.D.

Osceola Mills PA

City or Post Office State

8143396861 16666

Phone Zip No.

COPY

KEITH PETROSKY  
LILY M. PETROSKY  
RR 1 BOX 626, PH 814-339-7054  
OSCEOLA MILLS, PA 16666-9652

1447

60-627/313

4/5/01 DATE

PAY TO THE  
ORDER OF

CLEARFIELD COUNTY SHERIFFS OFF. \$ 12,415 <sup>58</sup>/<sub>100</sub>  
Twelve Thousand Four Hundred Fifteen <sup>58</sup>/<sub>100</sub> DOLLARS

CNB

COUNTY NATIONAL BANK  
MAIN OFFICE, CLEARFIELD, PA

FOR

PROPERTY

*[Signature]*

⑆03⑆306278⑆ 3⑆06629⑆7⑆

1447

© HARLAND



Lily Mae Petrosky  
Ronald S. Petrosky  
Rd 1, Box 626 Ph. 814-239-6861  
Osceola Mills, PA 16666-9644

60-627/313

DATE Apr. 5, 2001 0103

PAY TO THE  
ORDER OF

Chd. Co. Sheriff

\$14,700.00

Fourteen thousand seven hundred

<sup>00</sup>/<sub>100</sub> DOLLARS

Contains Security  
Features. Details  
on Back.

COUNTY NATIONAL BANK  
OSCEOLA MILLS OFFICE  
OSCEOLA MILLS, PA

No. 00-1303-CD

FOR

Parcel of land

*[Signature: Lily M. Petrosky]*

⑆03⑆306278⑆ 3⑆06160⑆3⑆ 0103

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PRINTED ON RECYCLED PAPER USING VEGETABLE-BASED INKS

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#5

Date: March 23, 2001

This is to acknowledge my bid of \$ 60,000.00

on the property sold as Parcel # 18 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have

bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

March 23, 2001

Date

Shane Wilson

Name

R.D. #1 Box 437 West Decatur Pa

Address

342-2627

Phone

16878

Control #1s

Assessed Acres

1120-20552

159.81

1120-20555

142.41

CK# 105

\$ 60000.00

COPY

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to Darnell L. Dufour and Kathy L. Dufour he/she being the highest bidder, for the sum of \$ 60,000.00 + costs and made the following appropriations, viz:

LOT# 18

## **DEBT & INTEREST:**

BID PRICE \$ 60,000.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

## **SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 1,200.00

TOTAL 1,327.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 600.00

TOTAL 602.73

## **TOTAL DEBT & INTEREST**

## **COSTS:**

## **DEED COSTS:**

REGISTER & RECORDER \$ 18.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 1,200.00

DEED COSTS 40.00

TOTAL DEED COSTS \$ 1,263.50

ATTORNEY FEES	\$ -
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>406.18</u>
TAXES - Tax Claim	<u>4,548.35</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	-
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>1,263.50</u>
ATTORNEY COMMISSION	-
SHERIFF COSTS	<u>1,327.22</u>
AUCTIONEER COSTS	<u>602.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	-
SOLICITOR FEES	-
PRIORITY CLAIM	-
TOTAL COSTS	\$ <u>8,241.99</u>

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

Chester A. Hawkins, Sheriff

968,241.99

COPY

JOSEPH J. DAMIANO  
OR KATHY DUFOUR  
R.R. 1, BOX 437 PH. 814-342-2627  
WEST DECATUR, PA 16878

60-629/313  
12282081

105

Date March 23, 2001

Clearfield County Sheriff

SIX THOUSAND and NO CENTS

\$ 6,000.00

**Clearfield Bank & Trust Company**  
Philipsburg Office  
P.O. Box 399  
Philipsburg, PA 16866

Deposit for 18

Kathy Dufour

⑆03⑆306294⑆ ⑆2 28208 ⑆⑆ 0⑆05

5

AMT. DUE	TAX	TOTAL
		6,000.00

CASH CHK # 105

Dufour  
Last Name

Darrell L.  
First Name Middle Initial

Box 437  
Street Address or R.D.

West Decatur PA  
City or Post Office State

814-342-2627 16878  
Phone Zip No.

COPY



JOSEPH J. DAMIANO  
OR KATHY DUFOUR  
R.R. 1, BOX 437 PH. 814-342-2627  
WEST DECATUR, PA 16878

60-629/313  
12282081

NO

106

Date April 9, 2001



Clearfield County Sheriff

\$ 62,241.00

Sixty Two Thousand Two hundred forty One and 00/100



Philipsburg Office  
P.O. Box 399  
Philipsburg, PA 16866

Memo # 00-1303-CD #18

Kathy Dufour

⑆031306294⑆ 1 2 28208 ⑆0106

MEDELLION

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#16

Date: March 23, 2001

This is to acknowledge my bid of \$ 25,000.00

on the property sold as Parcel # 19 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

William B. Reilly  
Name

1540 Dry Run Road  
Address  
Duncansville Pa 16835  
814 625-8044  
Phone

Control # 1120-20553

118.99 Assessed Acres

CK# 3028  
\$ 2500.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to William B. Kelly William B. Kelly William B. Kelly he/she being the highest bidder, for the sum of \$ 25,000.00 + Costs and made the following appropriations, viz:

LOT# 19

BID PRICE \$ 25,000.00 + Costs

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 500.00  
TOTAL \$ 627.22  
AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 250.00  
TOTAL \$ 252.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 625.78  
DEED COSTS 40.00  
  
TOTAL DEED COSTS \$ 629.28

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ —  
ADVERTISING 54.35  
TAXES - Collector 139.20  
TAXES - Tax Claim 3,329.57  
COSTS OF SUIT 2.73  
LIST OF LIENS —  
MORTGAGE SEARCH 26.72  
DEED COSTS 689.28  
ATTORNEY COMMISSION —  
SHERIFF COSTS 627.22  
AUCTIONEER COSTS 252.73  
LEGAL JOURNAL AD 8.39  
REFUND OF SURCHARGE 1.22  
ATTORNEY FEES —  
SOLICITOR FEES —  
PRIORITY CLAIM —  
TOTAL COSTS \$ 5,132.01

\$ 30,132.01

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

Chester A. Hawkins, Sheriff

COPY



**KEYSTONE LAND & TIMBER CO.**  
1540 DRY RUN ROAD  
DUNCANSVILLE, PA 16635

3028

Date 3-23-01

60-105/313  
54

Pay to the order of Clearfield County Sheriff

\$ 2500.00

Two Thousand Five Hundred 00

Dollars



Duncansville Office  
Duncansville, PA 16635

For # 19

William B. Reilly

⑆031301053⑆ 366 829 21 3028

16

AMT. DUE	TAX	TOTAL
		2500.00
CASH	CHK #	3028

08 733 994

Last Name

Reilly

First Name

William B

Middle Initial

Street Address or R.D.

1540 Dry Run Rd

City or Post Office

State

Duncansville 16636

Phone

Zip No.

814 695 8044

COPY



**KEYSTONE LAND & TIMBER CO.**  
1540 DRY RUN ROAD  
DUNCANSVILLE, PA 16635

3035

60-105/313  
54

Pay to the order of Clearfield County Sheriff

Date 4-6-01

\$ 27,632.01

THE SUM OF \$27,632.01 DOLLARS

Dollars



For LOT-19

William B. Rulley

00-1303-CD

⑆031301053⑆ 36682920 3035

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#19

Date: March 23, 2001

This is to acknowledge my bid of \$ 32,500.00

on the property sold as Parcel # 20 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

[Signature]

Name

March 23, 2001

Date

2651 Bunkerho. Rd. Broomfield Pa 17502

Address

517-367-5819

Phone

Control # 1120-20112

378.68 Assessed Acres

CK# 547

\$3250.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to INTERAL-REVENUE SERVICE and Tina B. Baughman he/she being the highest bidder, for the sum of \$ 32,500.00 + cost, and made the following appropriations, viz:

LOT# 20

BID PRICE \$ 32,500.00

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 650.00  
TOTAL \$ 777.22  
**AUCTIONEER COSTS** 2.73  
1% AUCTIONEER COMM 325.00  
TOTAL \$ 327.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 2507.78  
DEED COSTS 40.00

**TOTAL DEED COSTS** \$2,571.28

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ -  
ADVERTISING 54.35  
TAXES - Collector 557.84  
TAXES - Tax Claim 13,042.44  
COSTS OF SUIT 2.73  
LIST OF LIENS -  
MORTGAGE SEARCH 26.72  
DEED COSTS 2,571.28  
ATTORNEY COMMISSION -  
SHERIFF COSTS 777.22  
AUCTIONEER COSTS 327.73  
LEGAL JOURNAL AD 8.39  
REFUND OF SURCHARGE 1.82  
ATTORNEY FEES -  
SOLICITOR FEES -  
PRIORITY CLAIM -  
**TOTAL COSTS** \$17,370.52

\$49,870.52

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

Chester A. Hawkins, Sheriff

COPY

TIMOTHY J. BAUGHMAN  
 TINA L. BAUGHMAN  
 TNT CATTLE  
 2651 BAINBRIDGE RD.  
 BAINBRIDGE, PA 17502-9423

60-9062  
 313  
 2118084

No 547  
 Date 3-23-01

PAY TO THE ORDER OF Campbell County Sheriff \$ 3250.00  
Three thousand two hundred fifty

UnionNational  
 COMMUNITY BANK

Memo Deposit for hand Campbell

⑆03⑆309068⑆ 21⑆⑈808⑈4⑈ 0547

19

		3250.00
AMT. DUE	TAX	TOTAL
CASH	CHK # 547	

17 265 352

Last Name

Baughman

First Name

Timothy

Middle Initial

Street Address or R.D.

2651 Bainbridge Rd

City or Post Office

Bainbridge 17502

State

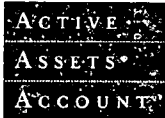
Phone

Zip No.

717 367 8319

COPY





TIMOTHY J BAUGHMAN  
TINA L BAUGHMAN  
2651 BAINBRIDGE ROAD  
BAINBRIDGE, PA 17502

0315

25-80/440

4/9 2001

PAY TO THE  
ORDER OF

Clearfield Co. Sheriff

\$ 46,620.52

Forty six thousand six hundred twenty

52/100

DOLLARS

Security features included. Details on back.



DEAN WITTER REYNOLDS INC.

BANK ONE

BANK ONE, COLUMBUS, NA  
Columbus, Ohio 43271

ABCDEFGHIJKLMNPRSTUVWYZ

MEMO Lot A 20 - 378 acres

MP

⑆044000804⑆4841000743463⑆ 0315

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#64

Date: March 23, 2001

This is to acknowledge my bid of \$ 16,000.00

on the property sold as Parcel # 21 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Edwin M. Starn  
Name

March 23, 2001  
Date

270 Ben Road Decatur Pa 16641  
Address

814-886-5033  
Phone

Control #'s

Assessed Acres

1120-20110

47.66

1120-20111

88.00

CK# 940

\$16,000.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to Dennis A. Storm and Rose Storm he/she being the highest bidder, for the sum of \$ 16,000.00 + cost and made the following appropriations, viz:

LOT# 21

BID PRICE \$ 16,000.00 + cost

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION: 320.00

TOTAL \$ 447.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 160.00

TOTAL \$ 162.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 796.24

DEED COSTS 40.00

**TOTAL DEED COSTS** \$ 859.74

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ —

ADVERTISING 54.35

TAXES - Collector 177.12

TAXES - Tax Claim 4,311.61

COSTS OF SUIT 2.73

LIST OF LIENS —

MORTGAGE SEARCH 26.72

DEED COSTS 859.74

ATTORNEY COMMISSION —

SHERIFF COSTS 447.22

AUCTIONEER COSTS 162.73

LEGAL JOURNAL AD 8.39

REFUND OF SURCHARGE 1.82

ATTORNEY FEES —

SOLICITOR FEES —

PRIORITY CLAIM —

**TOTAL COSTS** \$ 6,052.43

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN(10) DAYS FROM THIS DATE. \$22,052.43

Chester A. Hawkins, Sheriff

COPY

EDWIN M. STORM  
THERESA STORM  
270 BEM ROAD  
GALLITZIN, PA 16641-9614  
PH 814-886-5033

0940

60-1763/313

DATE 3-23-2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$ 1,600.00

one thousand six hundred

DOLLARS

Security features  
included  
Details on back

National Bank  
**Portage**

FOR

Edwin M. Storm

⑆03⑆3⑆7636⑆⑆09098⑆⑆5⑆⑆27⑆⑆ 0940

© HARLAND

64

AMT. DUE	TAX	TOTAL
		<u>1600.00</u>

CASH      CHK # 940

15 821 553

Last Name

Storm Edwin M.

First Name

Middle Initial

270 Bem Road

Street Address or R.D.

Gallitzin PA

City or Post Office

State

814 886 5033

Phone

16641

Zip No.

COPY

ROSE DRISKEL-STORM  
DENNIS STORM  
374 HANLON RD. PH. 814-886-8311  
GALLITZIN, PA 16641


60-1681/313  
5407969

2311

DATE April 11, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff \$ 19,990.09  
Nineteen thousand nine hundred ninety and 09/100

DOLLARS  Security Features  
Included  
Details on Back

CRESSON OFFICE

1ST SUMMIT BANK

CRESSON, PA 16639

MEMO

Power of Attorney # 21 9/00-1303-CD Rose Driskel Storm

⑆03⑆3⑆68⑆5⑆ ⑈5⑈407⑈969⑈ 2311

FINE LINE

COPY

ROSE DRISKEL-STORM  
DENNIS STORM  
374 HANLON RD. PH. 814-886-8311  
GALLITZIN, PA 16641

60-1681/313  
5407969

2339

DATE April 18, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff \$ 462.34  
Four hundred sixty two and 34/100

DOLLARS

Security Features  
Included  
Outside on Back

CRESSON OFFICE

Balance 1ST SUMMIT BANK  
CRESSON, PA 16830

MEMO

Power Operations

Rose Driskel Storm

⑆031316815⑆ ⑈5⑈407⑈969⑈ 2339

Ex-15664

COPY

SHERIFF OF CLEARFIELD COUNTY

Market Street  
CLEARFIELD, PA. 16830

M & T et al

VS

POWER OPERATING CO. et al

APRIL 17, 2001

XXXX  
19

DENNIS A. STORM AND ROSE D. STORM

374 HAMLON ROAD

GALLITZIN, PA 16641

No. 00-1303-CD

- ( ) SERVICE WILL BE MADE UPON RECEIPT OF COSTS  
( ) RETURN WILL BE FILED UPON RECEIPT OF PAYMENT

~~PLEASE MAKE SEPARATE CHECKS PAYABLE TO~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

SHERIFF OF CLEARFIELD COUNTY

TRANSFER TAX DUE

\$ 462 34

ATTACHED ARE COPIES OF TAXES DUE, ASSESSED VALUE OF THE PROPERTIES,  
FAIR MARKET VALUE AND TRANSFER TAX DUE EACH PROPERTY. YOU HAVE  
PAID THE \$333.90 FOR 112020110 AND OWE FOR 112020111 (\$462.34)

AS SOON AS PAYMENT IS RECEIVED YOUR DEED WILL BE FILED AND DISTRIBUTION OF  
OTHER COSTS OWED ON THIS PROPERTY WILL BE PAID.

ASSESSED VALUE - MULTIPLY BY 4.67 - THIS WILL BE THE FAIR MARKET VALUE  
FAIR MARKET VALUE - MULTIPLY BY 2% - THIS WILL BE THE TRANSFER TAX DUE

REMARKS:

COPY

Date 2/15/01

Clearfield County Tax Claim Bureau

53

Dist 112 Ward 0 Control 20111 Taxpayer POWER LAND CO., INC.

Map # M13-000-00010

Desc. 88 A IN FEE

Year-Claim#	Aggr Payment Frq	Tax	Costs	Interest	Balance
1996-004334		478.62	25.00	157.95	661.57
1997-004350		481.36	20.00	129.96	631.32
1998-004412		118.17	20.00	21.27	159.44
1999-004446		408.21	20.00	36.74	464.95
2000-015000		523.65	15.00		538.65

Total Due: 2455.93

At 9:12 AM

On 2/15/01

Assessed Value \$ 4,950.00

Fair Market \$ 23,116.50

Transfer tax \$ 462.34

March \$ 2,471.01

April \$ 2,486.09

Bill# 1823 Mail Date: 3/1/01 County of Clearfield, Pennsylvania / DECATUR TOWNSHIP

Control # 1120 20111

Description of Taxable 88 A IN FEE  
Map # M13-000-00010  
Payable To: JACK WEBSTER, TAX COLLECTOR  
R R 1 BOX 578A  
OSCEOLA MILLS PA 16666  
PHONE 814-339-6769  
HOURS TUES., WED. & THURS.  
9 AM TO NOON & 1 PM TO 5 PM  
AFTER DISCOUNT PERIOD BY APPOINTMENT  
Taxes Are Due and Payable and Payment is Requested From:  
**POWER LAND CO., INC.**  
P O BOX 25  
OSCEOLA MILLS PA 16666

Real Estate Tax  
For 2001

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	County	15.00	72.77	74.25	81.68
4,950	TOWNSHIP	6.20	30.08	30.69	33.76
Bldg.		0.00			
0		0.00			
Total		0.00			
4,950					
Total 102.85 104.94 115.44					
Payment Schedule					
Received By	5/1/01	@	2.00 % Discount Pay --->		102.85
Between	5/2/01	AND	7/3/01 Pay --->		104.94
Beginning	7/4/01	@	10.00 % Penalty Pay --->		115.44
Last Day To Pay Tax Collector 1/11/02					
Unpaid Taxes Returned To Tax Claim On 1/15/02 At 8:30 AM					

Tax Collectors  
Copy

Date Paid

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

Bill# 1823 Mail Date: 3/1/01 County of Clearfield, Pennsylvania / DECATUR TOWNSHIP

Control # 1120 20111

Description of Taxable 88 A IN FEE  
Map # M13-000-00010  
Payable To: JACK WEBSTER, TAX COLLECTOR  
R R 1 BOX 578A  
OSCEOLA MILLS PA 16666  
PHONE 814-339-6769  
HOURS TUES., WED. & THURS.  
9 AM TO NOON & 1 PM TO 5 PM  
AFTER DISCOUNT PERIOD BY APPOINTMENT  
Taxes Are Due and Payable and Payment is Requested From:  
**POWER LAND CO., INC.**  
P O BOX 25  
OSCEOLA MILLS PA 16666

Real Estate Tax  
For 2001

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	County	15.00	72.77	74.25	81.68
4,950	TOWNSHIP	6.20	30.08	30.69	33.76
Bldg.		0.00			
0		0.00			
Total		0.00			
4,950					
Total 102.85 104.94 115.44					
Payment Schedule					
Received By	5/1/01	@	2.00 % Discount Pay --->		102.85
Between	5/2/01	AND	7/3/01 Pay --->		104.94
Beginning	7/4/01	@	10.00 % Penalty Pay --->		115.44
Last Day To Pay Tax Collector 1/11/02					
Unpaid Taxes Returned To Tax Claim On 1/15/02 At 8:30 AM					

Tax Payers  
Receipt

Signature of Tax Collector

Date Paid

Circle Amount

Paid Above

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested



Date . 2/15/01

## Clearfield County Tax Claim Bureau

52

Dist 112 Ward 0 Control 20110 Taxpayer POWER LAND CO., INC.

Map # M13-000-00008

Desc. 47.66 A

Year-Claim#	Agr Payment Frq	Tax	Costs	Interest	Balance
1996-004361		345.67	25.00	114.07	484.74
1997-004360		347.64	20.00	93.86	461.50
1998-004442		85.34	20.00	15.36	120.70
1999-004479		294.82	20.00	26.53	341.35
2000-015000		378.20	15.00		393.20

Total Due: 1801.49

At 9:12 AM

On 2/15/01

Assessed Value \$ 3,575.00

Fair Market \$ 16,695.25

Transfer Tax \$ 333.90

March \$ 1,814.62

April \$ 1,825.52

Bill# 1822 Mail Date: 3/1/01 County of Clearfield, Pennsylvania / DECATUR TOWNSHIP

Control # 1120 20110

Description of Taxable 47.66 A  
Map # M13-000-00008  
Payable To: JACK WEBSTER, TAX COLLECTOR  
R R 1 BOX 578A  
OSCEOLA MILLS PA 16666  
PHONE 814-339-6769  
HOURS TUES., WED. & THURS.  
9 AM TO NOON & 1 PM TO 5 PM  
AFTER DISCOUNT PERIOD BY APPOINTMENT  
Taxes Are Due and Payable and Payment is Requested From:  
**POWER LAND CO., INC.**  
P O BOX 25  
OSCEOLA MILLS PA 16666

Real Estate Tax  
For 2001

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	County	15.00	52.55	53.63	58.99
3,575	TOWNSHIP	6.20	21.72	22.17	24.38
Bldg.		0.00			
0		0.00			
Total		0.00			
3,575					
Payment Schedule					
Received By	5/1/01	@	2.00 % Discount Pay -->		74.27
Between	5/2/01	AND	7/3/01 Pay -->		75.80
Beginning	7/4/01	@	10.00 % Penalty Pay -->		83.37
Last Day To Pay Tax Collector 1/11/02					
Unpaid Taxes Returned To Tax Claim On 1/15/02 At 8:30 AM					

Tax Collectors  
Copy

Date Paid

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

Bill# 1822 Mail Date: 3/1/01 County of Clearfield, Pennsylvania / DECATUR TOWNSHIP

Control # 1120 20110

Description of Taxable 47.66 A  
Map # M13-000-00008  
Payable To: JACK WEBSTER, TAX COLLECTOR  
R R 1 BOX 578A  
OSCEOLA MILLS PA 16666  
PHONE 814-339-6769  
HOURS TUES., WED. & THURS.  
9 AM TO NOON & 1 PM TO 5 PM  
AFTER DISCOUNT PERIOD BY APPOINTMENT  
Taxes Are Due and Payable and Payment is Requested From:  
**POWER LAND CO., INC.**  
P O BOX 25  
OSCEOLA MILLS PA 16666

Real Estate Tax  
For 2001

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	County	15.00	52.55	53.63	58.99
3,575	TOWNSHIP	6.20	21.72	22.17	24.38
Bldg.		0.00			
0		0.00			
Total		0.00			
3,575					
Payment Schedule					
Received By	5/1/01	@	2.00 % Discount Pay -->		74.27
Between	5/2/01	AND	7/3/01 Pay -->		75.80
Beginning	7/4/01	@	10.00 % Penalty Pay -->		83.37
Last Day To Pay Tax Collector 1/11/02					
Unpaid Taxes Returned To Tax Claim On 1/15/02 At 8:30 AM					

Tax Payers  
Receipt

Circle Amount

Signature of Tax Collector

Date Paid

Paid Above

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#20

Date: March 23, 2001

This is to acknowledge my bid of \$ 8,000.00

on the property sold as Parcel # 22 located in Osceola Boro.

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christina Smith  
Witness

[Signature]  
Name

March 23, 2001  
Date

PO Box 85 - Osceola Mills  
Address

338-6212  
Phone

Control #14

Assessed Acres

0160-02432

1.03

0160-02431

0.80

0160-02577

12.22

CK # 9008

\$ 800.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA to public venue or outcry at which time and place I sold the same to INTERNAL REVENUE SERVICE Oscoda Mills Borough he/she being the highest bidder, for the sum of \$ 8,000.00 + costs and made the following appropriations, viz:

LOT# 22

**DEBT & INTEREST:**

BID PRICE \$ 8,000.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 160.00

TOTAL \$ 287.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 80.00

TOTAL \$ 82.73

**TOTAL DEBT & INTEREST**

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 298.88

DEED COSTS 40.00

**TOTAL DEED COSTS \$ 361.80**

ATTORNEY FEES	\$ <u>—</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>75.28</u>
TAXES - Tax Claim	<u>1,881.28</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>—</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>361.80</u>
ATTORNEY COMMISSION	<u>—</u>
SHERIFF COSTS	<u>287.22</u>
AUCTIONEER COSTS	<u>82.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
<b>TOTAL COSTS</b>	<b>\$ <u>2,782.32</u></b>

\$ 10,782.32

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

Chester A. Hawkins, Sheriff

COPY

OSCEOLA MILLS BOROUGH  
GENERAL FUND  
OSCEOLA MILLS, PA 16666

9008

60-627/313

PAY  
TO THE  
ORDER OF

DATE 3-23-01

Graybill B Shreeff  
Eight Hundred and 00/100

\$ 800 00

CNB  
COUNTY NATIONAL BANK  
OSCEOLA MILLS OFFICE, OSCEOLA MILLS, PA

DOLLARS ☐ Security features included. Details on back.

FOR

PRES.

SEC.-TREAS.

⑈009008⑈ ⑆031306278⑆ 3⑈01598⑈3⑈

20

		800.00
AMT. DUE	TAX	TOTAL
CASH	CHK # 9008	

30 438 500

Last Name

Kistler

First Name

Middle Initial

Mary E

Street Address or R.D.

Rt 970 R21, 2618

City or Post Office

State

Osceola Mills 16666

Phone

Zip No.

814 339 7412

COPY

9044

OSCEOLA MILLS BOROUGH  
GENERAL FUND  
OSCEOLA MILLS, PA 16666

60-627/313

DATE 4-10-01

PAY  
TO THE  
ORDER OF

*Clearfield Co. Sheriff*

\$ 9982 <sup>32</sup>

*Nine Thousand Nine Hundred Eighty Two and 32/100*

DOLLARS

☒ Security features  
included.  
Details on back.

**CNB**  
COUNTY NATIONAL BANK  
OSCEOLA MILLS OFFICE, OSCEOLA MILLS, PA

*Eric M. Balla*

PRES.

SEC.-TREAS.

FOR

⑈009044⑈ ⑆031306278⑆ 3⑈01598⑈3⑈

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801  
(814) 371-6605  
Fax: (814) 371-7725

#21

Date: March 23, 2001

This is to acknowledge my bid of \$ 300.00

on the property sold as Parcel # 23 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

David B. Cole  
Name

R.D. 2 Box 163  
Address

342-5384  
Phone

Control # 1120-19537  
Cash.  
\$1620.00

1.00 Assessed Acres

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA to public venue or outcry at which time and place I sold the same to INTERLAK REVENUE SERVICE Summit Cable he/she being the highest bidder, for the sum of \$ 300.00 + costs and made the following appropriations, viz:

LOT# 23

BID PRICE \$ 300.00 + costs

**SHERIFF'S COSTS:** 127.22  
 2% SHERIFF'S COMMISSION 6.00  
 TOTAL \$ 133.22  
**AUCTIONEER COSTS** 2.73  
 1% AUCTIONEER COMM 3.00  
 TOTAL \$ 5.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
 ACKNOWLEDGEMENT 5.00  
 TRANSFER TAX 2% 7.00  
 DEED COSTS 40.00  
**TOTAL DEED COSTS** \$ 70.00

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
 INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES	\$	<u>54.35</u>
ADVERTISING		<u>1.56</u>
TAXES - Collector		<u>136.15</u>
TAXES - Tax Claim		<u>2.73</u>
COSTS OF SUIT		<u>26.72</u>
LIST OF LIENS		<u>70.00</u>
MORTGAGE SEARCH		<u>133.22</u>
DEED COSTS		<u>5.73</u>
ATTORNEY COMMISSION		<u>8.39</u>
SHERIFF COSTS		<u>1.82</u>
AUCTIONEER COSTS		<u>—</u>
LEGAL JOURNAL AD		<u>—</u>
REFUND OF SURCHARGE		<u>—</u>
ATTORNEY FEES		<u>—</u>
SOLICITOR FEES		<u>—</u>
PRIORITY CLAIM		<u>—</u>
<b>TOTAL COSTS</b>	\$	<u>440.67</u>

\$ 740.67

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

Chester A. Hawkins, Sheriff

COPY

21

AMT. DUE	TAX	TOTAL
<b>CASH</b> <b>CHK # 1620</b>		
<u>Cable</u>		
Last Name		
<u>Dave</u>	<u>B</u>	
First Name Middle Initial		
<u>RD 3 BOX 163</u>		
Street Address or R.D.		
<u>Phillisburg</u>	<u>PA</u>	
City or Post Office State		
<u>347 3384</u>	<u>16866</u>	
Phone Zip No.		

COPY





Main Office  
11 North 2nd Street  
Clearfield, PA 16830

126998

DATE 04/06/2001

60-629/313

Y TO THE  
ORDER OF -----Clearfield County Sheriff-----

\$ 20,252.52

CLEARFIELD  
BANK & TRUST 2024752

DOLLARS

PRES-  
TREAS.

# TREASURER'S CHECK

David B. Coble  
00-1303-CD

*Keith J. Johnson*  
Assistant Treasurer

⑆03⑆306294⑆ ⑆9 00002 7⑈ 6998

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#21

Date: March 23, 2001

This is to acknowledge my bid of \$ 9,500.00

on the property sold as Parcel # 24 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

March 23, 2001

Date

David Bolt

Name

RD3 Box 163 Philipsburg

Address

342-3385

Phone

Control # 1120-20558

70.22 Assessed Acres

cash

COPY

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001 by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to Daniel B. Cable he/she being the highest bidder, for the sum of \$ 9,500.00 + costs and made the following appropriations, viz:

LOT# 24

BID PRICE \$ 9,500.00

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 190.00  
TOTAL \$ 317.22  
AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 80.00  
TOTAL \$ 82.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 492.70  
DEED COSTS 40.00  
**TOTAL DEED COSTS** \$ 555.70

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ —  
ADVERTISING 54.35  
TAXES - Collector 109.59  
TAXES - Tax Claim 2,642.69  
COSTS OF SUIT 2.73  
LIST OF LIENS —  
MORTGAGE SEARCH 24.72  
DEED COSTS 555.70  
ATTORNEY COMMISSION —  
SHERIFF COSTS 317.22  
AUCTIONEER COSTS 82.73  
LEGAL JOURNAL AD 8.39  
REFUND OF SURCHARGE 1.82  
ATTORNEY FEES —  
SOLICITOR FEES —  
PRIORITY CLAIM —  
**TOTAL COSTS** \$ 3,801.94

\$ 13,301.94

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

Chester A. Hawkins, Sheriff

COPY

21

AMT. DUE	TAX	TOTAL
CASH	CHK #	1620
Cable		
Last Name		
Dave	B	
First Name Middle Initial		
RD 3 BOX 163		
Street Address or R.O.		
Phillisburg	PA	
City or Post Office		State
347 3384	16866	
Phone	Zip No	

COPY



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

126998

DATE 04/06/2001

60-629/313

AY TO THE  
ORDER OF -----Clearfield County Sheriff-----

CLEARFIELD  
BANK & TRUST

\$ 20,252.52

DOLLARS

PRES.  
TREAS.

# TREASURER'S CHECK

David B. Coble  
#00-1303-CD

*Keith J. Johnson*  
Assistant Treasurer

⑆031306294⑆ 1 9 00002 7⑈ 6998

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#35

Date: March 23, 2001

This is to acknowledge my bid of \$ 2,500.00

on the property sold as Parcel # 25 located in Y Morristown

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Michael C. Washburn  
Name

March 23, 2001  
Date

110 Laurel Run Rd Portage PA  
Address

814 736 8791 814 943 2768  
Phone

Control # 1240-83972

7.59 Assessed Acres

CK # 5695  
250.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to M. B. F. he/she being the highest bidder, for the sum of \$ 2,500.00 + cost, and made the following appropriations, viz:

LOT# 25

**DEBT & INTEREST:**

BID PRICE \$ 2,500.00 + cost

DEBT-AMOUNT DUE INTEREST \$8,885,781.10

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 50.00

TOTAL \$ 177.22

**TOTAL DEBT & INTEREST**

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 25.00

TOTAL \$ 27.73

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 50.00

DEED COSTS 40.00

TOTAL DEED COSTS \$ 113.00

ATTORNEY FEES	\$	<u>-</u>
ADVERTISING		<u>54.35</u>
TAXES - Collector		<u>4.04</u>
TAXES - Tax Claim		<u>194.84</u>
COSTS OF SUIT		<u>2.73</u>
LIST OF LIENS		<u>-</u>
MORTGAGE SEARCH		<u>26.72</u>
DEED COSTS		<u>113.00</u>
ATTORNEY COMMISSION		<u>-</u>
SHERIFF COSTS		<u>177.22</u>
AUCTIONEER COSTS		<u>27.73</u>
LEGAL JOURNAL AD		<u>8.39</u>
REFUND OF SURCHARGE		<u>1.82</u>
ATTORNEY FEES		<u>-</u>
SOLICITOR FEES		<u>-</u>
PRIORITY CLAIM		<u>-</u>
TOTAL COSTS	\$	<u>610.84</u>

\$ 3,110.84

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

Chester A. Hawkins, Sheriff

COPY

Michael Washko  
Darlene Washko  
Di 15-421-495  
110 Laurel Run Rd. 736-8791  
Portage, Pa 15946

60-1681/313  
4206516

5695

DATE 3/23/01

PAY TO Chapman Co Sheriff \$ 250.00  
THE ORDER OF Three hundred Fifty Dollars DOLLARS

SIDMAN OFFICE 3  
1ST SUMMIT BANK  
SIDMAN, PA 15955



PRIME TIMERS PRIME TIMERS

MEMO 7.50 MC

Michael Washko MP

⑆031316815⑆ ⑈4⑈206⑈516⑈ 5695 MDT

35

AMT. DUE	TAX	TOTAL
		250.00
CASH	CHK #	5695

13 009 835

Last Name

Washko

First Name

Middle Initial

Michael

Street Address or R.D.

110 Laurel Run Rd

City or Post Office

State

Portage PA 15946

Phone

Zip No.

814 943 2768

COPY



Michael Washko  
Darlene Washko  
DI 15-421-495  
110 Laurel Run Rd. 736-8791  
Portage, Pa. 15946

60-1681/313  
4206516

5721

DATE April 12, 01

PAY TO  
THE ORDER OF

Clearfield County Sheriff

\$ 2860.84

Two thousand eight hundred sixty and 84/100

DOLLARS

SIDMAN OFFICE  
1ST SUMMIT BANK  
SIDMAN, PA 15955

PRIME  
TIMERS

#  
MEMO 00-1303-CD

Darlene Washko

+031316815: 206 516 5721

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 5,000.00

on the property sold as Parcel # 26 located in Pike

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

J. G. Groppe  
Name

March 23, 2001  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control # 1260-92329

17.17 Assessed Acres

\$22,700.00

CIC 16250

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to Dr. Hand Company, Inc he/she being the highest bidder, for the sum of \$ 5,000.00 + costs and made the following appropriations, viz:

LOT# 26

**DEBT & INTEREST:**

BID PRICE \$ 5,000.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 100.00

TOTAL \$ 227.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 50.00

TOTAL \$ 52.73

**TOTAL DEBT & INTEREST**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 144.78

DEED COSTS 40.00

**TOTAL DEED COSTS \$ 207.78**

**COSTS:**

ATTORNEY FEES \$ -

ADVERTISING 54.35

TAXES - Collector 30.16

TAXES - Tax Claim 660.10

COSTS OF SUIT 2.73

LIST OF LIENS -

MORTGAGE SEARCH 26.72

DEED COSTS 207.78

ATTORNEY COMMISSION -

SHERIFF COSTS 227.22

AUCTIONEER COSTS 52.73

LEGAL JOURNAL AD 8.39

REFUND OF SURCHARGE 1.82

ATTORNEY FEES -

SOLICITOR FEES -

PRIORITY CLAIM -

**TOTAL COSTS \$ 1,272.00**

\$ 6,272.00

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

Chester A. Hawkins, Sheriff

COPY

JUNIOR COAL CONTRACTING, INC.  
R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-62

16250

Mar. 23, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$22,700.00

Twenty-two thousand seven hundred and <sup>00</sup>/<sub>100</sub> ~~~~~ DOLLARS

MEMO

Deposit on Ground (Power Action)

George L. Conner

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

37

AMT. DUE	TAX	TOTAL
		22,700.00
CASH	CHK #	

19 774 987

Last Name

Conner

First Name

Middle Initial

George

Street Address or R.D.

RD3 B225A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR 18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George V. Couper*

⑆031306278⑆ 1006250100⑆

© HARLAND

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

# 26

Date: March 23, 2001

This is to acknowledge my bid of \$ 2,500.00

on the property sold as Parcel # 27 located in Pike

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have

bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

David A. Stabert

Name

March 23, 2001

Date

126 BONNIE CT

CURINEN, PEE

Address

236-3703

Phone

Control # 1260-93193

23.26 Assessed Acres

CK# 999

\$250.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to David A. Swatsworth and Karen J. Swatsworth he/she being the highest bidder, for the sum of \$2,500.00 + costs and made the following appropriations, viz:

LOT# 27

**DEBT & INTEREST:**

BID PRICE \$2,500.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 50.00

TOTAL \$177.22

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 25.00

TOTAL \$27.73

**TOTAL DEBT & INTEREST**

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 217.16

DEED COSTS 40.00

**TOTAL DEED COSTS** \$280.66


ATTORNEY FEES	\$	<u>—</u>
ADVERTISING		<u>54.35</u>
TAXES - Collector		<u>45.23</u>
TAXES - Tax Claim		<u>940.17</u>
COSTS OF SUIT		<u>2.73</u>
LIST OF LIENS		<u>—</u>
MORTGAGE SEARCH		<u>26.72</u>
DEED COSTS		<u>280.66</u>
ATTORNEY COMMISSION		<u>—</u>
SHERIFF COSTS		<u>177.22</u>
AUCTIONEER COSTS		<u>27.73</u>
LEGAL JOURNAL AD		<u>8.39</u>
REFUND OF SURCHARGE		<u>1.82</u>
ATTORNEY FEES		<u>—</u>
SOLICITOR FEES		<u>—</u>
PRIORITY CLAIM		<u>—</u>
<b>TOTAL COSTS</b>		<b><u>\$1,565.02</u></b>

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

\$4,065.02

**Chester A. Hawkins, Sheriff**

**COPY**

NAME DAVID SWATSWORTH 999  
ACCOUNT NO. \_\_\_\_\_ DATE 3-23-01 60-629/313  
PAY TO THE ORDER OF CLEARFIELD CO SHERIFF \$ 250.00  
TWO HUNDRED FIFTY AND <sup>25</sup>/<sub>100</sub> DOLLARS  Security features  
DAVID A. Swatworth MP  
MEMO \_\_\_\_\_  
⑆031306294⑆ 12124079⑈

© DELUXE WALLET OR EQUIVALENT SAFETY PAPER

26

AMT. DUE	TAX	TOTAL
		250.00

CASH CHK # 999

14 940 436

Last Name Swatworth

First Name DAVID A. Middle Initial \_\_\_\_\_

Street Address or R.D. 126 Bonnie Ct

City or Post Office Curewitsville State PA

Phone 814 236 3703 Zip No. 16832

COPY



David A. Swatsworth 4-73  
Karen D. Swatsworth  
126 Bonnie Court Ph. 814-236-3703  
Curwensville, PA 16833

60-629/313

5999

Date 4-3-01

Pay to the Order of CLEARFIELD COUNTY SHERIFF \$ 3815.02

THREE THOUSAND EIGHT HUNDRED FIFTEEN AND 02/100 Dollars  Security Features  
Included.  
Details on Back.

CLEARFIELD BANK AND TRUST  
BRIDGE STREET OFFICE  
COR. N. 2ND & BRIDGE ST.  
CLEARFIELD, PA 16830

For \_\_\_\_\_

David A. Swatsworth MP

⑆031306294⑆ 1 2 12407 9⑈ 5999

TO REORDER: 1-800-204-2244 • www.ChecksUnlimited.com

ENDANGERED YOUNGUNS®

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#62

Date: March 23, 2001

This is to acknowledge my bid of \$ 18,000.00

on the property sold as Parcel # 28 located in Pike

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have

bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

March 23, 2001

Date

[Signature]

Name

230 McLaughlin St

Curwensville, PA 16835

Address

814-765-1155

Phone

236-1662




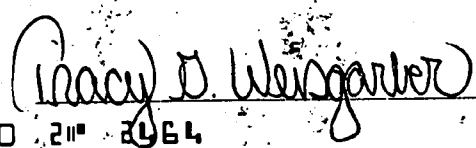
Control # 1260-92513

43.00 Assessed Acres

C/K # 2457

\$1800.00

COPY

	<b>DENNIS A. WEISGARBER</b> 4-81 <b>TRACY G. WEISGARBER</b> PH. 814-236-1662 230 MC LAUGHLIN ST. CURWENSVILLE, PA 16833-1324	60-629/313 12212202	2464
	DATE <u>4-6-01</u>		
Pay to the order of <u>CLEARFIELD COUNTY SHERIFF</u>	<u>\$19,166.52</u> FIFTY TWO CENTS		
NINETEEN THOUSAND ONE HUNDRED SIXTY SIX DOLLARS + 			
	Bridge Street Office Cor. N. 2nd & Bridge St. Clearfield, PA 16830		
43 ACRES			
⑆031306294⑆ 1 2 21220 211 2464			

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 700.00

on the property sold as Parcel # 29 located in Pike

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

[Signature]  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control # 1260-82514

4.87 Assessed Acres

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to Dr. Land Company Inc he/she being the highest bidder, for the sum of \$ 700.00 + costs, and made the following appropriations, viz:

LOT# 29

BID PRICE \$ 700.00

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 14.00  
TOTAL \$ 141.22  
AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 7.00  
TOTAL \$ 9.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 23.36  
DEED COSTS 40.00  
TOTAL DEED COSTS \$ 86.36

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ -  
ADVERTISING 54.35  
TAXES - Collector 4.87  
TAXES - Tax Claim 190.37  
COSTS OF SUIT 2.73  
LIST OF LIENS -  
MORTGAGE SEARCH 26.72  
DEED COSTS 86.36  
ATTORNEY COMMISSION -  
SHERIFF COSTS 141.22  
AUCTIONEER COSTS 9.73  
LEGAL JOURNAL AD 8.39  
REFUND OF SURCHARGE 1.82  
ATTORNEY FEES -  
SOLICITOR FEES -  
PRIORITY CLAIM -  
TOTAL COSTS \$ 526.56

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

Chester A. Hawkins, Sheriff

COPY

\$ 1,226.56

JUNIOR COAL CONTRACTING, INC.  
R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-62

16250

Mar. 23, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$22,700.00

Twenty-two thousand seven hundred and <sup>00</sup>/<sub>100</sub>

DOLLARS

MEMO

Deposit on Ground (Power Action)

George L. Cowfer

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

37

AMT. DUE	TAX	TOTAL
		22,700.00
CASH	CHK #	

19 774 987

Last Name

Cowfer

First Name

Middle Initial

George

Street Address or R.D.

RD3 B225A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the  
Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR 18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George V. Conner*

⑆031306278⑆ ⑆006250⑆⑆

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

# 37

Date: March 23, 2001

This is to acknowledge my bid of \$ 2,750.00

on the property sold as Parcel # 30 located in Pike

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

March 23, 2001

Date

[Signature]

Name

Address

Phone

Control # 1260-92080

3.00 Assessed Acres

COPY



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to INTERNAL REVENUE SERVICE he/she being the highest bidder, for the sum of \$ 2750.00 + costs and made the following appropriations, viz:

LOT# 30

BID PRICE \$ 2750.00

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 55.00

TOTAL \$ 182.22

AUCTIONEER COSTS 27.3

1% AUCTIONEER COMM 27.50

TOTAL \$ 30.23

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 55.00

DEED COSTS 40.00

**TOTAL DEED COSTS** \$ 118.00

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES	\$ -
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>2.92</u>
TAXES - Tax Claim	<u>154.23</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	-
MORTGAGE SEARCH	<u>24.72</u>
DEED COSTS	<u>118.00</u>
ATTORNEY COMMISSION	-
SHERIFF COSTS	<u>182.22</u>
AUCTIONEER COSTS	<u>30.23</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	-
SOLICITOR FEES	-
PRIORITY CLAIM	-
<b>TOTAL COSTS</b>	\$ <u>581.61</u>

\$ 3,331.61

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

Chester A. Hawkins, Sheriff

**COPY**

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR--18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

⑆031306278⑆ ⑆006250⑆⑆

*George V. Connelley*

© HARLAND

PRESTIGE

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 7,500.00

on the property sold as Parcel # 31 located in Pike

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

[Signature]  
Name

March 23, 2001  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control # 1260-30272

23.96 Assessed Acres

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA To public venue or outcry at which time and place I sold the same to INTERLAL REVENUE SERVICE he/she being the highest bidder, for the sum of \$ 7,500.00 + costs and made the following appropriations, viz:

LOT# 31

**DEBT & INTEREST:**

BID PRICE \$ 7,500.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 150.00

TOTAL \$ 277.22

**TOTAL DEBT & INTEREST**

**AUCTIONEER COSTS** 2.73

1% AUCTIONEER COMM 75.00

TOTAL \$ 77.73

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 150.00

DEED COSTS 40.00

**TOTAL DEED COSTS** \$ 213.00

ATTORNEY FEES	\$ <u>—</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>29.18</u>
TAXES - Tax Claim	<u>642.07</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>—</u>
MORTGAGE SEARCH	<u>24.72</u>
DEED COSTS	<u>213.00</u>
ATTORNEY COMMISSION	<u>—</u>
SHERIFF COSTS	<u>277.22</u>
AUCTIONEER COSTS	<u>77.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
<b>TOTAL COSTS</b>	\$ <u>1,333.21</u>

\$ 8,833.21

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

**Chester A. Hawkins, Sheriff**

COPY

JUNIOR COAL CONTRACTING, INC.  
R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-627

16250

Mar. 23, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$22,700.00

Twenty-two thousand seven hundred and <sup>00</sup>/<sub>100</sub> DOLLARS

MEMO Deposit on Ground (Power Action)

George D. Cooper

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

37

AMT. DUE	TAX	TOTAL
		22,700.00
CASH	CHK #	

19 774 987

Last Name

Cooper

First Name

Middle Initial

George

Street Address or R.D.

R03 B225A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR--18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George V. Coughlin*

⑆03⑆306278⑆ ⑆⑆6250⑆⑆⑆⑆

© HARLAND

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 28,000.00

on the property sold as Parcel # 32 located in Woodward

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

[Signature]  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control # 1300-80380

175.78 Assessed Acres

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA to public venue or outcry at which time and place I sold the same to Dr. Land Company, Inc he/she being the highest bidder, for the sum of \$ 28,000.00 + costs and made the following appropriations, viz:

LOT# 32

BID PRICE \$ 28,000.00 + costs

**SHERIFF'S COSTS:** 127.22  
 2% SHERIFF'S COMMISSION 560.00  
 TOTAL \$ 687.22  
**AUCTIONEER COSTS** 2.73  
 1% AUCTIONEER COMM 280.00  
 TOTAL \$ 282.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
 ACKNOWLEDGEMENT 5.00  
 TRANSFER TAX 2% 800.92  
 DEED COSTS 40.00  
**TOTAL DEED COSTS** \$ 863.92

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
 INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ -  
 ADVERTISING 54.35  
 TAXES - Collector 147.96  
 TAXES - Tax Claim 3,571.16  
 COSTS OF SUIT 2.73  
 LIST OF LIENS -  
 MORTGAGE SEARCH 26.72  
 DEED COSTS 863.92  
 ATTORNEY COMMISSION -  
 SHERIFF COSTS 687.22  
 AUCTIONEER COSTS 282.73  
 LEGAL JOURNAL AD 8.39  
 REFUND OF SURCHARGE 1.82  
 ATTORNEY FEES -  
 SOLICITOR FEES -  
 PRIORITY CLAIM -  
**TOTAL COSTS** \$ 5,644.10

\$ 33,646.10

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

Chester A. Hawkins, Sheriff

COPY



JUNIOR COAL CONTRACTING, INC.  
R.R. 3, BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-67

16250

Mar. 23, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$22,700.00

Twenty-two thousand seven hundred and <sup>00</sup>/<sub>100</sub> DOLLARS

MEMO Deposit on Ground (Power Action)

George L. Conner

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

37

AMT. DUE	TAX	TOTAL
		22,700.00
CASH	CHK #	

19 774 987

Last Name

Conner

First Name

Middle (initial)

George

Street Address or R.D.

R03 B 225 A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY

JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the  
Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR--18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George V. Conner*

⑆03⑆306278⑆ ⑆006250⑆00⑆

© HARLAND

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#28

Date: March 23, 2001

This is to acknowledge my bid of \$ 62,500.00

on the property sold as Parcel # 33 located in Locust

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

Dana Hughes  
Name

Rt # 1 Box 766 Osceola  
Address

Osceola 339-6409  
Phone

Control # 1120-20115

CK# 6314  
\$6250.00

207.99 Assessed Acres

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of **POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE** To public venue or outcry at which time and place I sold the same to Dennis L. Hughes and Dana Hughes et al he/she being the highest bidder, for the sum of \$62,500.00 + cost, and made the following appropriations, viz:

LOT# 33

**DEBT & INTEREST:**

BID PRICE \$62,500.00 + cost

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 1,250.00  
TOTAL \$1,377.22

**TOTAL DEBT & INTEREST**

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 625.00  
TOTAL \$627.73

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 1,387.00  
DEED COSTS 40.00

TOTAL DEED COSTS \$1,450.50

ATTORNEY FEES	\$	<u>—</u>
ADVERTISING		<u>54.35</u>
TAXES - Collector		<u>308.53</u>
TAXES - Tax Claim		<u>7,258.13</u>
COSTS OF SUIT		<u>2.73</u>
LIST OF LIENS		<u>—</u>
MORTGAGE SEARCH		<u>26.72</u>
DEED COSTS		<u>1,450.50</u>
ATTORNEY COMMISSION		<u>—</u>
SHERIFF COSTS		<u>1,377.22</u>
AUCTIONEER COSTS		<u>627.73</u>
LEGAL JOURNAL AD		<u>8.39</u>
REFUND OF SURCHARGE		<u>1.82</u>
ATTORNEY FEES		<u>—</u>
SOLICITOR FEES		<u>—</u>
PRIORITY CLAIM		<u>—</u>
TOTAL COSTS	\$	<u>11,116.12</u>

\$73,616.12

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

Chester A. Hawkins, Sheriff

COPY



DENNIS L. MYERS  
EXCAVATING  
RR 1 BOX 766, PH 814-339-6409  
OSCEOLA MILLS, PA 16666-9673



6314

60-627/313

PAY  
TO THE  
ORDER OF

DATE March 23, 2001

\$ 6250.00

DOLLARS

Security features  
included  
Details on back

**CNB**  
COUNTY NATIONAL BANK  
OSCEOLA MILLS OFFICE, OSCEOLA MILLS, PA

FOR 10% Property

Dennis R Myers

⑈006314⑈ ⑆031306278⑆ 3⑈04916⑈0⑈

28

AMT. DUE	TAX	TOTAL
		6250.00

CASH CHK # 6314

50 224 434

Last Name

Hughes

First Name

Middle Initial

Dana

Street Address or R.D.

Rt 1 Box 766

City or Post Office

State

Osceola Mills 16666

Phone

Zip No.

814 339 6409

COPY

Lot # 33

NBOC BANK  
HOUTZDALE, PENNSYLVANIA 16651

**LAWYERS TRUST ACCOUNT BOARD**

IOLTA FOR RONALD E. ARCHER  
P.O. BOX 276  
HOUTZDALE, PA 16651

7624

60-682-433

DATE April 6, 2001

PAY  
TO THE  
ORDER OF

CLEARFIELD COUNTY SHERIFF

\$ 67,366.12

SIXTY-SEVEN THOUSAND THREE HUNDRED SIXTY-SIX AND 12/100 ----- DOLLARS

	Real Estate transfer		
	Power Operating to		
	Dennis L. Hughes, et al		

RONALD E. ARCHER  
ATTORNEY ACCOUNT

*Ronald E. Archer*

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

⑈007624⑈ ⑆043306826⑆ ⑈11 0002997 5⑈

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#21

Date: March 23, 2001

This is to acknowledge my bid of \$ 300.00

on the property sold as Parcel # 34 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

March 23, 2001

Date

Daniel D. Bell

Name

RD 3 Box 103 Philip,burg

Address

342-3384

Phone

Control #1120-20538

1.00 Assessed Acres

Cash

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to David B. Cable he/she being the highest bidder, for the sum of \$ 300.00 + costs and made the following appropriations, viz:

LOT# 34

**DEBT & INTEREST:**

BID PRICE \$ 300.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 6.00  
TOTAL \$ 133.22

**TOTAL DEBT & INTEREST**

AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 3.00  
TOTAL \$ 5.73

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 7.00  
DEED COSTS 40.00

TOTAL DEED COSTS \$ 70.00

ATTORNEY FEES	\$ <u>-</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector <u>①</u>	<u>1.56</u>
TAXES - Tax Claim	<u>136.15</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>-</u>
MORTGAGE SEARCH <u>7</u>	<u>26.72</u>
DEED COSTS	<u>70.00</u>
ATTORNEY COMMISSION	<u>-</u>
SHERIFF COSTS	<u>133.22</u>
AUCTIONEER COSTS	<u>5.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>-</u>
SOLICITOR FEES	<u>-</u>
PRIORITY CLAIM	<u>-</u>
TOTAL COSTS	\$ <u>440.67</u>

\$ 740.67

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

Chester A. Hawkins, Sheriff

**COPY**



21

AMT. DUE	TAX	TOTAL
CASH	CHK #	1620
Cable		
Last Name		
Dave	B	
First Name		
RD 3 Box 163		
Street Address or R.D.		
Phillisburg	PA	
City or Post Office		State
347 3384	16866	
Phone	Zip No.	

COPY



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

126998

DATE 04/06/2001

60-629/313

AY TO THE  
ORDER OF Clearfield County Sheriff

CLEARFIELD  
BANK & TRUST

\$ 20,252.52

DOLLARS

PRES.  
TREAS.

# TREASURER'S CHECK

David B. Coble  
#00-1303-CD

*Keith J. Johnson*  
Assistant Treasurer

⑆031306294⑆ 1 9 00002 7⑈ 6998

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#58

Date: March 23, 2001

This is to acknowledge my bid of \$ 100.00

on the property sold as Parcel # 35 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

Michael [Signature]  
Name

10 MAZZOTTA RD  
Address

7173364255  
Phone

Control # 1120-19803

CK # 2950

\$190.00

0.96 Assessed Acres

COPY

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to M. David Glen Adams and Susan Veronica Adams he/she being the highest bidder, for the sum of \$ 100.00 + Costs and made the following appropriations, viz:

LOT# 35

BID PRICE \$ 100.00 + Costs

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 2.00  
TOTAL \$ 129.22  
**AUCTIONEER COSTS** 2.73  
1% AUCTIONEER COMM 1.00  
TOTAL \$ 3.73

## DEED COSTS:

REGISTER & RECORDER \$ 18.50  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 7.00  
DEED COSTS 40.00  
**TOTAL DEED COSTS** \$ 70.50

## DEBT & INTEREST:

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

## TOTAL DEBT & INTEREST

## COSTS:


ATTORNEY FEES \$ -  
ADVERTISING 54.35  
TAXES - Collector 1.56  
TAXES - Tax Claim 136.15  
COSTS OF SUIT 2.73  
LIST OF LIENS -  
MORTGAGE SEARCH 26.72  
DEED COSTS 70.50  
ATTORNEY COMMISSION -  
SHERIFF COSTS 129.22  
AUCTIONEER COSTS 3.73  
LEGAL JOURNAL AD 8.39  
REFUND OF SURCHARGE 1.82  
ATTORNEY FEES -  
SOLICITOR FEES -  
PRIORITY CLAIM -  
**TOTAL COSTS** \$ 435.17

\$ 535.17

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

Chester A. Hawkins, Sheriff

COPY


**MICHAEL G. ADAMS**  
**SUSAN V. ADAMS**  
 10 MAZZOTTA ROAD  
 STEVENS, PA 17578

60-1424  
 313  
 041867892  
 No. 2950  
 DATE 3-23-01

Pay to the order of CLEARFIELD CO. SHERIFF \$ 190.<sup>00</sup>  
One hundred ninety and 00/100 — **DOLLARS**

**Fulton Bank**  
 People dedicated to your success.

MICHAEL G. ADAMS

⑆031301422⑆ 0418 67892⑆ 2950

58

AMT. DUE	TAX	TOTAL
CASH	CHK # 2950	\$ 190.00

17 013 682  
 Last Name

Adams Michael G.  
 First Name Middle Initial

10 Mazzotta Rd  
 Street Address or R.D.

Stevens PA  
 City or Post Office State

717 336 4255 17578  
 Phone Zip No

COPY



MICHAEL G. ADAMS  
SUSAN V. ADAMS  
10 MAZZOTTA ROAD  
STEVENS, PA 17578

60-1424  
313  
041867892

2969

DATE 4-10-01

Pay to the order of Clearfield County Sheriff \$ 5315.59  
Fifty-three hundred fifteen and 59/100 DOLLARS

**Fulton Bank**

People dedicated to your success.™

LOT 5 89435

Michael Adams

⑆031301422⑆ 0418 67892⑈ 2969

COPY

April 11, 2001

Attention Peggy:

As you are probably aware, a couple of other people, myself included, bid on lots that was not mapped. This is regarding the 37 acres in Morris Township, map #999-000-00004. I know of one person that has been in contact with you, speaking on my behalf, and the other persons also. At the time of sale, I spoke to the bank representative, and they gave me until April 23, 2001 for payment.

As of right now, I am enclosing a check for lots #8, #9, and #35. We have been having a surveyor, and a land assessment person try to find where lot #38 is located, or if it exists. So far, they haven't been able to come up with anything. I want lot #38, but if it is not found, I can't see paying for something that is not there.

This is how we arrived at payment, excluding lot # 38.

Total	\$ 8035.01
10 % down payment on Lot # 8, #9,#35	- \$110.00
Total	<u>\$7925.01</u>
Minus lot # 38	\$2609.42
Total	<u>\$5315.59</u>

I arrived at this total , less my 10% down payment toward lot # 38. I hope this matter can be resolved before April 23, 2001. I am still continuing with the available resources to find Lot # 38.

Thank you,  
Michael Adams

*Michael Adams*

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#21

Date: March 23, 2001

This is to acknowledge my bid of \$ 6,000.00

on the property sold as Parcel # 36 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

David Bohne  
Name

March 23, 2001  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control # 1130-47345

10.50 Assessed Acres

Cash

COPY



# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to David B. Coble he/she being the highest bidder, for the sum of \$ 6,000.00 and made the following appropriations, viz:

LOT# 36

BID PRICE \$ 6,000.00 + costs

**SHERIFF'S COSTS:** 127.22  
 2% SHERIFF'S COMMISSION 120.00  
 TOTAL \$ 247.22

**AUCTIONEER COSTS:** 2.73  
 1% AUCTIONEER COMM 60.00  
 TOTAL \$ 62.73

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
 ACKNOWLEDGEMENT 5.00  
 TRANSFER TAX 2% 120.00  
 DEED COSTS 40.00

**TOTAL DEED COSTS** \$ 183.00

## **DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
 INTEREST

## **TOTAL DEBT & INTEREST**

## **COSTS:**

ATTORNEY FEES \$ —  
 ADVERTISING 54.35  
 TAXES - Collector 16.62  
 TAXES - Tax Claim 485.66  
 COSTS OF SUIT 2.73  
 LIST OF LIENS —  
 MORTGAGE SEARCH 26.72  
 DEED COSTS 183.00  
 ATTORNEY COMMISSION —  
 SHERIFF COSTS 247.22  
 AUCTIONEER COSTS 62.73  
 LEGAL JOURNAL AD 8.39  
 REFUND OF SURCHARGE 1.82  
 ATTORNEY FEES —  
 SOLICITOR FEES —  
 PRIORITY CLAIM —  
**TOTAL COSTS** \$ 1,029.24

\$ 7,089.24

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

Chester A. Hawkins, Sheriff

COPY

21

AMT. DUE	TAX	TOTAL
CASH	CHK #	1620
Cable		
Last Name		
Dave	B	
First Name Middle Initial		
RD 3 Box 163		
Street Address or R.D.		
Phillisburg	PA	
City or Post Office		State
347 3384	16866	
Phone	Zip No.	

COPY



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

126998

DATE 04/06/2001

60-629/313

PAY TO THE ORDER OF -----Clearfield County Sheriff-----

\$ 20,252.52

CLEARFIELD  
BANK & TRUST 202-7452

DOLLARS

# TREASURER'S CHECK

David B. Coble  
#00-1303-CD

PRES.  
TREAS.

*Keith J. Johnson*  
Assistant Treasurer

⑆031306294⑆ 1 9 00002 711 6998

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

# 110

Date: March 23, 2001

This is to acknowledge my bid of \$ 3,000.00

on the property sold as Parcel # 37 located in \_\_\_\_\_

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have

bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

[Signature]  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Control # 1120 - 20557

3.70 Assessed Acres

Cash.  
\$ 300.00

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA <sup>INTERNAL REVENUE SERVICE</sup> To public venue or outcry at which time and place I sold the same to Mark S. Rusnak and Victoria E. Rusnak he/she being the highest bidder, for the sum of \$ 3,000.00 + costs, and made the following appropriations, viz:

LOT# 37

**DEBT & INTEREST:**

BID PRICE \$ 3,000.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22

2% SHERIFF'S COMMISSION 60.00

TOTAL \$ 187.22

**TOTAL DEBT & INTEREST**

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM 30.00

TOTAL \$ 32.73

**COSTS:**

**DEED COSTS:**

REGISTER & RECORDER \$ 18.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% 60.00

DEED COSTS 40.00

TOTAL DEED COSTS \$ 123.50

ATTORNEY FEES	\$ <u>—</u>
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>4.68</u>
TAXES - Tax Claim	<u>208.53</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	<u>—</u>
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>123.50</u>
ATTORNEY COMMISSION	<u>—</u>
SHERIFF COSTS	<u>187.22</u>
AUCTIONEER COSTS	<u>32.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
TOTAL COSTS	\$ <u>650.67</u>

\$ 3,650.67

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

Chester A. Hawkins, Sheriff

COPY

110  
18 761 212

Rusnak, mark

BY 64 AS

philips lury  
16866

814 342 5779

Cash  
\$ 300.00

COPY

VICTORIA E. RUSNAK  
MARK J. RUSNAK  
R.R. 3, BOX 64A-5 PH. 814-342-5779  
PHILIPSBURG, PA 16866

105

60-1676/313

PAY TO THE  
ORDER OF

*Clarifield County Sheriff* *4/10* 19 *01*  
*Three thousand three hundred fifty & 67/100* \$ *3350.67*  
DOLLARS



CURWENSVILLE  
STATE BANK  
CURWENSVILLE, PA. 16833-0029

MEMO

*Property tax sell*

*Victoria E. Rusnak*

⑆031316763⑆ 02 1545 8⑈ 0105

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#58

Date: March 23, 2001

This is to acknowledge my bid of \$ 800.00

on the property sold as Parcel # 38 located in Morris

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

Michael Adams

Name

March 23, 2001

Date

Address

Phone

Control # 1240 - 83975

37.00 Assessed Acres

CK 2950

\$ 190.00





MICHAEL G. ADAMS  
SUSAN V. ADAMS  
10 MAZZOTTA ROAD  
STEVENS, PA 17578

60-1424  
313  
041867892

No. 2950

Date 3-23-01

Pay to the order of CLEARFIELD CO. SHERIFF \$ 190.<sup>00</sup>  
One hundred ninety and 00/100 — Dollars

**Fulton Bank**  
People dedicated to your success.™

MEMO

Michael Adams

⑆031301422⑆ 0418 67892⑈ 2950

58

AMT. DUE	TAX	TOTAL
CASH	CHK # 2950	\$ 190.00

17 013 682

Last Name

Adams Michael G.

First Name

Middle Initial

10 Mazzotta Rd

Street Address or R.D.

Stevens

City or Post Office

PA

State

717 336 4255 17578

Phone

Zip No.

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#39

Date: March 23, 2001

This is to acknowledge my bid of \$ 12,000.00

on the property sold as Parcel # 39 located in Morris

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

Burnell White  
Name

March 23, 2001  
Date

R.D. 1 Box 579 Tyrone 16686  
Address

(814) 684-2174  
Phone

Control # 1240-83973

145.00 Assessed Acres

CK # 6212  
\$ 1200.00

COPY

WALK LUMBER, INC.  
RD. 1, BOX 579  
TYRONE, PA 16686-8806

60-559 417  
313  
8231714

The National 6212  
Arthur Day Foundation

date 3-23-01

PAY to the order of Deerfield Co. Sheriff  
Twelve hundred & 100

\$ 1,200.00



Mellon  
Mellon Bank, N.A.  
State College, PA

Count Your Blessings

Russell Walt

MEMO

⑆031305596⑆ 82⑈31714⑈ 6212 Santa Fe National Forest

39

AMT. DUE	TAX	TOTAL
		1,200.00
CASH	CHK #	6212

25 025 139

Last Name

WALKER

First Name

Russell

Middle Initial

Street Address or R.D.

Rd 1 B 579

City or Post Office

Tyrone P.A. 16686

State

Phone

84 684 2174

Zip No.

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#18

Date: March 23, 2001

This is to acknowledge my bid of \$ 4,000.00

on the property sold as Parcel # 40 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith

Witness

March 23, 2001

Date

L. Richard Peltz

Name

210 Mission Street, Rt. 1

Address

724-658-7507

Phone

Control # 1120-20064

Ck # 764

\$ 400.00

113.75 Assessed Acres

COPY

RICHARD PELINI 5-89  
BRUNA PELINI  
210 MISSION MEAD RD.  
NEW CASTLE, PA 16105

60-193/433  
0301069215

764

DATE March 22-07

PAY TO THE  
ORDER OF

Clearfield County Sheriff \$ 400.00  
Franklin D. Miller



PEOPLES  
PRESTIGE

00 DOLLARS

MEMO PROPERTY TAXES

Richard Pelini

MP

⑆043301931⑆ 03 01069215⑈ 0764  
Contract = 1120-20068

GRAYSTONE

18

		400.00
AMT. DUE	TAX	TOTAL
CASH	CHK #	764

Pelini

Last Name

Richard

First Name

Middle Initial

210 Mission Meade Rd.

Street Address or R.D.

New Castle

City or Post Office

PA

State

734 658 7507

Phone

Zip No.

16105

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#66

Date: March 23, 2001

This is to acknowledge my bid of \$ 1,250.00

on the property sold as Parcel # 41 located in Decatur

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

Jalen A. Delachko  
Name

708 HALE ST. OSCEOLA MILLS PA 16666  
Address

814-339-6004  
Phone

Control # 1120-20099

3.92 Assessed Acres

CL # 789

125.00

COPY

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE To public venue or outcry at which time and place I sold the same to John A. Paladino he/she being the highest bidder, for the sum of \$1,250.00 + Costs, and made the following appropriations, viz:

LOT# 41

BID PRICE \$1,250.00 + Costs

**SHERIFF'S COSTS:** 127.22  
 2% SHERIFF'S COMMISSION 25.00  
 TOTAL \$152.22  
**AUCTIONEER COSTS** 2.73  
 1% AUCTIONEER COMM 12.50  
 TOTAL \$15.23

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
 ACKNOWLEDGEMENT 5.00  
 TRANSFER TAX 2% 25.00  
 DEED COSTS 40.00  
**TOTAL DEED COSTS** \$ 88.00

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
 INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES	\$ <u>54.35</u>
ADVERTISING	<u>3.12</u>
TAXES - Collector	<u>468.15</u>
TAXES - Tax Claim	<u>2.73</u>
COSTS OF SUIT	<u>—</u>
LIST OF LIENS	<u>26.72</u>
MORTGAGE SEARCH	<u>88.00</u>
DEED COSTS	<u>—</u>
ATTORNEY COMMISSION	<u>152.22</u>
SHERIFF COSTS	<u>15.23</u>
AUCTIONEER COSTS	<u>8.39</u>
LEGAL JOURNAL AD	<u>1.82</u>
REFUND OF SURCHARGE	<u>—</u>
ATTORNEY FEES	<u>—</u>
SOLICITOR FEES	<u>—</u>
PRIORITY CLAIM	<u>—</u>
<b>TOTAL COSTS</b>	\$ <u>820.74</u>

\$ 2,070.7

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

Chester A. Hawkins, Sheriff


COPY

JOHN POLACHKO  
MANDY L. POLACHKO  
706 STONE ST., PH. 814-339-6725  
OSCEOLA MILLS, PA 16666-1037

0789  
60-627/313

DATE 3-23-01

PAY TO THE ORDER OF Clearfield County Sheriff \$ 125.00  
One Hundred Twenty Five ~~XX~~ DOLLARS Security features included. Details on back.

 **CNB**  
COUNTY NATIONAL BANK  
OSCEOLA MILLS OFFICE, OSCEOLA MILLS, PA

FOR John Polachko MP  
0789

⑆031306278⑆ 10053457007⑈

© HARLAND

66

AMT. DUE	TAX	TOTAL
		125.00
CASH	CHK #	789

18 739 410

Last Name

Polachko

First Name

John A

Middle Initial

Street Address or R.D.

708 Hale St

City or Post Office

Osceola Mills 16666

State

Phone

814 3396004

Zip No.

COPY



John Polachko  
Mandy L. Polachko  
706 Stone St., Ph. 814-339-6723  
Osceola Mills, Pa 16666-1037

60-627/313

0815

DATE 4-9-01

PAY TO THE  
ORDER OF

Cleasfield County Sheriff

\$ 1,945.<sup>74</sup>

One Thousand Nine Hundred & Forty Five and 74/100

DOLLARS

Contains Security  
Features. Details  
on Back.

COUNTY NATIONAL BANK  
OSCEOLA MILLS OFFICE  
OSCEOLA MILLS, PA

FOR

Lat 7041

John Polachko

⑆031306278⑆

⑆153457⑆

0815

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COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#2

Date: March 23, 2001

This is to acknowledge my bid of \$ 13,000.00  
on the property sold as Parcel # 43 located in ~~Locust~~ Woodward  
Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

March 23, 2001  
Date

Patricia Shulha  
Name

P.O. Box 214  
MORAN, PA. 16663  
Address

814-378-7961  
Phone

Control # 1120-24739  
1300-80379

0.00 Assessed Acres  
30.26

COPY #1012  
#1300

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001 by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA to public venue or outcry at which time and place I sold the same to INTERNAL REVENUE SERVICE he/she being the highest bidder, for the sum of \$ 13,000.00 + costs and made the following appropriations, viz:

LOT# 43

## **DEBT & INTEREST:**

BID PRICE \$13,000.00 + costs

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**SHERIFF'S COSTS:** 127.22  
2% SHERIFF'S COMMISSION 260.00  
TOTAL \$ 387.22

## **TOTAL DEBT & INTEREST**

AUCTIONEER COSTS 2.73  
1% AUCTIONEER COMM 130.00  
TOTAL \$ 132.73

## **COSTS:**

## **DEED COSTS:**

REGISTER & RECORDER \$ 18.00  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% 260.00  
DEED COSTS 40.00

TOTAL DEED COSTS \$ 323.00

ATTORNEY FEES	\$ -
ADVERTISING	<u>54.35</u>
TAXES - Collector	<u>39.01</u>
TAXES - Tax Claim	<u>1005.28</u>
COSTS OF SUIT	<u>2.73</u>
LIST OF LIENS	-
MORTGAGE SEARCH	<u>26.72</u>
DEED COSTS	<u>323.00</u>
ATTORNEY COMMISSION	-
SHERIFF COSTS	<u>387.22</u>
AUCTIONEER COSTS	<u>132.73</u>
LEGAL JOURNAL AD	<u>8.39</u>
REFUND OF SURCHARGE	<u>1.82</u>
ATTORNEY FEES	-
SOLICITOR FEES	-
PRIORITY CLAIM	-
TOTAL COSTS	\$ <u>1,981.25</u>

\$14,981.25

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

Chester A. Hawkins, Sheriff

COPY

PATRICK SHEDLOCK  
BOX 214  
MORANN, PA 16663

60-295/313  
255

1012

Pay to the  
Order of CLEARFIELD County Sheriff \$ 1,300.00  
One Thousand Three Hundred — Dollars

Keystone Financial  
For LAND SALE

OPPORTUNITY SAVINGS  
Patrick Shedlock

⑆03⑆302955⑆ 600 03902⑈ 1012

2

AMT. DUE	TAX	TOTAL
		1300.00
CASH	CHK #	1012

16 352 147

Last Name

Shedlock

First Name

Patrick

Middle Initial

Street Address or R.D.

PO Box 214

City or Post Office

Morann PA 16663

State

Phone

814 378 7961

Zip No.

COPY

PATRICK SHEDLOCK  
BOX 214  
MORANN, PA 16663

60-295/313  
255

1015

Date APRIL 7, 2001

Pay to the  
Order of CLEARFIELD COUNTY SHERIFF \$ 13,681.25  
Thirteen Thousand Six Hundred Eighty-One and 25/100 Dollars

©Bank of America

Keystone  
Financial

NO. 00-1303-CD

OPPORTUNITY SAVINGS

*Patrick Sheddlock*

Keystone Financial Bank, N.A.

For LAND PAYMENT

⑆031302955⑆

600 03902⑈

1015

COPY



# Reed

REALTY & AUCTION COMPANY

R.D. 2, Box 71 • DuBois, PA 15801

(814) 371-6605

Fax: (814) 371-7725

#37

Date: March 23, 2001

This is to acknowledge my bid of \$ 1.00

on the property sold as Parcel # 44 located in Various

Township, Clearfield County.

Offered at auction by Col. Larry Reed of DuBois PA. It is my understanding that I have  
bid the above amount and I am willing to abide by the terms and conditions of the auction.

Christine Smith  
Witness

G. Conner  
Name

March 23, 2001  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Mineral Interests

COPY

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NOW, MARCH 26, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 23rd day of MARCH, 2001, I exposed the within described real estate of POWER OPERATING CO., INC., a/k/a POWER LAND CO., a/k/a POWER LAND CO., INC., AND UNITED STATES OF AMERICA to public venue or outcry at which time and place I sold the same to INTERLAL REVENUE SERVICE he/she being the highest bidder, for the sum of \$ 1.00 + costs and made the following appropriations, viz:

LOT# 44 (fine)

BID PRICE \$ 1.00 + Costs

**SHERIFF'S COSTS:** 127.32

2% SHERIFF'S COMMISSION .10

TOTAL \$ 127.32

AUCTIONEER COSTS 2.73

1% AUCTIONEER COMM .01

TOTAL \$ 2.74

**DEED COSTS:**

REGISTER & RECORDER \$ 18.00

ACKNOWLEDGEMENT 756.06 5.00

TRANSFER TAX 2% 464.20

DEED COSTS 40.00

TOTAL DEED COSTS \$ 527.20

819.06

**DEBT & INTEREST:**

DEBT-AMOUNT DUE \$8,885,781.10  
INTEREST

**TOTAL DEBT & INTEREST**

**COSTS:**

ATTORNEY FEES \$ -

ADVERTISING 54.35

TAXES - Collector 95.02

TAXES - Tax Claim 2,892.86

COSTS OF SUIT 2.73

LIST OF LIENS -

MORTGAGE SEARCH 26.72

DEED COSTS 527.20 819.06

ATTORNEY COMMISSION -

SHERIFF COSTS 127.32

AUCTIONEER COSTS 2.74

LEGAL JOURNAL AD 8.39

REFUND OF SURCHARGE 1.82

ATTORNEY FEES -

SOLICITOR FEES -

PRIORITY CLAIM -

TOTAL COSTS \$ 3,739.15

3,740.15

4,031.01

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

Chester A. Hawkins, Sheriff

COPY

JUNIOR COAL CONTRACTING, INC.  
P.O. BOX 225A 342-2012  
PHILIPSBURG, PA 16866-9663

COUNTY NATIONAL BANK  
PHILIPSBURG, PA  
60-61

16250

Mar. 23, 2001

PAY TO THE  
ORDER OF

Clearfield County Sheriff

\$22,700.00

Twenty-two thousand seven hundred and 00/100 DOLLARS

MEMO

Deposit on Ground (Power Action)

George D. Campbell

⑈016250⑈ ⑆031306278⑆ 5⑈08013⑈0⑈

37

AMT. DUE	TAX	TOTAL
		22,700.00

CASH      CHK #

19 774 987

Last Name

Campbell

First Name

Middle Initial

George

Street Address or R.D.

R03 B 225 A

City or Post Office

State

Philipsburg, PA

Phone

Zip No.

814 342 2012

COPY



JR LAND COMPANY INC  
RR #3 BOX 225A  
PHILIPSBURG PA 16866

4/9/01

Date

60-627/313

Pay to the Order of CLEARFIELD COUNTY SHERIFF

\$ 293244.18

FOUR--18

TWO HUNDRED AND NINETY THREE THOUSAND TWO HUNDRED FORTY Dollars

**CNB**  
COUNTY NATIONAL BANK  
PLAZA OFFICE, PHILIPSBURG, PA

For

*George V. Couper*

⑆03⑆306278⑆ ⑆⑆6250⑆⑆⑆

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COPY