

01-735-CD
MANUFACTURERS AND TRADERS -vs- HAMILTON CONSTRUCTION PARTNERSHIP
TRUST COMPANY etal etal

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

MANUFACTURERS AND TRADERS
TRUST COMPANY, Successor in
Interest to MID-STATE BANK
AND TRUST COMPANY,
Plaintiff

v.

HAMILTON CONSTRUCTION
PARTNERSHIP, RICHARD A.
HAMILTON, DAVID C. HAMILTON,
KIM HAMILTON and ANN HAMILTON,
Defendants

No. 01-735-CO

Type of Case:
Civil

Type of Pleading:
Complaint

Counsel of Record for this
Party:

Alfred Jones, Jr., Esq.
Supreme Court No. 10442

DELAFIELD, McGEE, JONES &
KAUFFMAN, L.L.P.

300 S. Allen St., Suite 300
State College, PA 16801-4841
(814) 237-6278

FILED

MAY 15 2001

William A. Shaw
Prothonotary

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

MANUFACTURERS AND TRADERS)	
TRUST COMPANY, Successor in)	No.
Interest to MID-STATE BANK)	
AND TRUST COMPANY,)	
Plaintiff)	
)	
v.)	
)	
HAMILTON CONSTRUCTION PARTNERSHIP,)	
RICHARD A. HAMILTON, DAVID C.)	
HAMILTON, KIM HAMILTON and)	
ANN HAMILTON,)	
Defendants)	

NOTICE TO DEFEND

TO THE ABOVE-NAMED DEFENDANTS:

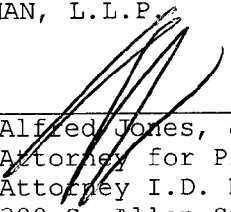
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this pleading and notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the pleading or for any other claim or relief requested by our client. 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
THIS OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL
HELP.

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 764-2641, Ext. 5982

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date: May 14, 2001

By 
Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

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

MANUFACTURERS AND TRADERS)	
TRUST COMPANY, Successor in)	No.
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AND TRUST COMPANY,)	
Plaintiff)	
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HAMILTON CONSTRUCTION PARTNERSHIP,)	
RICHARD A. HAMILTON, DAVID C.)	
HAMILTON, KIM HAMILTON and)	
ANN HAMILTON,)	
Defendants)	

COMPLAINT

AND NOW comes Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company, by and through their attorneys, Delafield, McGee, Jones & Kauffman, L.L.P., and Alfred Jones, Jr., and complains upon the following cause of action.

1. Plaintiff is Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company, a New York banking corporation with an office and place of business at 1330 South Atherton Street, State College, Pennsylvania 16801.

2. Defendants are:

- a. Hamilton Construction Partnership, believed to be a Pennsylvania general partnership with a business address of R. R. 1, Box 219A, Coalport, Pennsylvania 16627-9727;
- b. Richard A. Hamilton, is an adult individual believed to be trading and doing business as Hamilton Construction Partnership, whose last known address is R. R. 1, Box 219A, Coalport, Pennsylvania 16627-9727;

- c. David C. Hamilton, is an adult individual believed to be trading and doing business as Hamilton Construction Partnership, whose last known address is 1750 Beaver Valley Road, Flinton, Pennsylvania 16640-8904;
 - d. Kim Hamilton, is an adult individual whose last known address is R. R. 1, Box 219A, Coalport, Pennsylvania 16627-9727;
 - e. Ann Hamilton, is an adult individual whose last known address is 1750 Beaver Valley Road, Flinton, Pennsylvania 16640-8904.
3. On or about June 30, 1998, Mid-State Bank and Trust Company loaned Richard A. Hamilton and David C. Hamilton, individually and t/d/b/a Hamilton Construction Partnership the sum of \$10,000.00.
4. To evidence the loan by Plaintiff, Richard A. Hamilton and David C. Hamilton individually and t/d/b/a Hamilton Construction Partnership executed the promissory note attached hereto as Exhibit "A" and incorporated herein by reference.
5. Defendants Richard A. Hamilton, David C. Hamilton, Kim Hamilton and Ann Hamilton co-signed the promissory note attached hereto as Exhibit "A" and incorporated herein by reference.
6. Pursuant to the terms of the 1998 promissory note, Defendants Richard A. Hamilton, David C. Hamilton, individually and t/d/b/a Hamilton Construction Partnership and Kim Hamilton and Ann Hamilton, individually, were obligated to repay the sum of \$10,000.00, together with interest to Mid-State Bank and Trust Company with monthly payments beginning July 30, 1998.

7. Defendants have failed to make required payments in accordance with the terms of the 1998 promissory note.

8. Defendants' failure to make payments when due and owing is a default under the terms of the 1998 promissory note.

9. To date, Defendants have failed to cure the default.

10. As of March 1, 2001 Plaintiff is owed \$9,922.92, as well as a per diem of \$2.76 for each day thereafter.

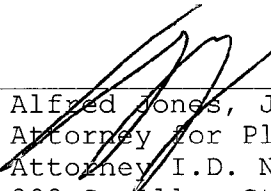
11. Pursuant to the terms of the note, Plaintiff is entitled to costs and attorney's fees in this action.

WHEREFORE, Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company respectfully demands judgment in favor of Plaintiff and against Defendants Richard A. Hamilton and David C. Hamilton, individually and t/d/b/a Hamilton Construction Partnership, and Kim Hamilton and Ann Hamilton, individually, in the amount of \$9,922.92, together with interest, attorney's fees and costs of this action.

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date: May 14, 2001

By


Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

PROMISSORY NOTE

Copies

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$10,000.00	06-30-1998		501-30019	BB	SEC	285751	PC17	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: Hamilton Construction Partnership
23-2872876)
RR 1, Box 219A
Coalport, PA 16627-9727

(TIN: Lender: MID-STATE BANK AND TRUST COMPANY
Seventeenth Street Office
811 Seventeenth Street
Altoona, PA 16602

Principal Amount: \$10,000.00

Initial Rate: 10.000%

Date of Note: June 30, 1998

PROMISE TO PAY. Hamilton Construction Partnership and all cosigners signing this Note (referred to in this Note individually and collectively as "Borrower") jointly and severally promise to pay to MID-STATE BANK AND TRUST COMPANY ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of Ten Thousand & 00/100 Dollars (\$10,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan immediately upon Lender's demand. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning July 30, 1998, with all subsequent interest payments to be due on the same day of each month after that. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is Lender's Prime Rate (the "Index"). This is the rate Lender charges, or would charge, on 90-day unsecured loans to the most creditworthy corporate customers. This rate may or may not be the lowest rate available from Lender at any given time. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each day. The Index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.500 percentage points over the Index, resulting in an initial rate of 10.000% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, they will reduce the principal balance due.

LATE CHARGE. If a regularly scheduled interest payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment. If Lender demands payment of this loan, and Borrower does not pay the loan within 15 days after Lender's demand, Borrower also will be charged 5.000% of the sum of the unpaid principal plus accrued unpaid interest.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Any partner dies or any of the partners or Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) Any of the events described in this default section occurs with respect to any general partner of Borrower or any guarantor of this Note. (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (h) Lender in good faith deems itself insecure.

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

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 6.500 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Blair County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

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

PROPERTY INSURANCE. Borrower understands that Borrower is required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Security Agreement and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

EXHIBIT "A"

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following party or parties are authorized to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: **Richard A. Hamilton and David C. Hamilton.** Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (a) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (b) Borrower or any guarantor ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (d) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (e) Lender in good faith deems itself insecure under this Note or any other agreement between Lender and Borrower.

LINE OF CREDIT ASSESSMENT. The Bank, in its discretion, may charge the Undersigned an annual line of credit assessment. The amount of the annual line of credit assessment is \$100.00 and is subject to change.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party, partner, or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

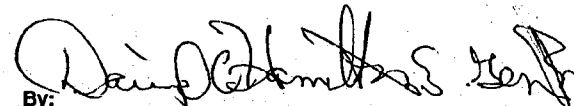
PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

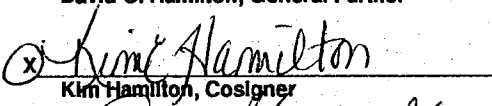
BORROWER:

Hamilton Construction Partnership

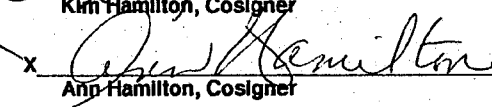
By:  (SEAL)
Richard A. Hamilton, General Partner

By:  (SEAL)
David C. Hamilton, General Partner

X  (SEAL)
Richard A. Hamilton, Cosigner

X  (SEAL)
Kim Hamilton, Cosigner

X  (SEAL)
David C. Hamilton, Cosigner

X  (SEAL)
Ann Hamilton, Cosigner

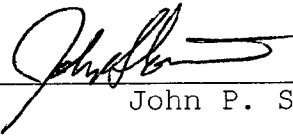
Signed, acknowledged and delivered in the presence of:

X 
Witness

X _____
Witness

VERIFICATION

JOHN P. STOVER states that he is the Loan Workout Officer of Manufacturers and Traders Trust Company, Successor in Interest to MID-STATE BANK AND TRUST COMPANY, and that he is authorized to make this affidavit and verifies that the statements made in the foregoing Complaint are true and correct. He understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.



John P. Stover

Date: April 3, 2021

FILED

MAY 15 2001

[Signature]
MAY 15 2001
William A. Shaw
Prothonotary

[Signature]

PD 880.00

5cc Shair

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-735-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
HAMILTON CONSTRUCTION PARTNERSHIP,)
DAVID C. HAMILTON and)
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Defendants)

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TO THE ABOVE-NAMED DEFENDANTS:

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David S. Meholic
Court Administrator
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FILED

JUN 08 2001

William A. Shaw
Prothonotary

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date: 6-4-01

By [Signature]
Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

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

MANUFACTURERS AND TRADERS)	
TRUST COMPANY, Successor in)	No. 01-735-CD
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Plaintiff)	
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HAMILTON CONSTRUCTION PARTNERSHIP,)	
DAVID C. HAMILTON and)	
ANN HAMILTON,)	
Defendants)	

AMENDED COMPLAINT

AND NOW comes Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company, by and through their attorneys, Delafield, McGee, Jones & Kauffman, L.L.P., and Alfred Jones, Jr., and complains upon the following cause of action.

1. Plaintiff is Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company, a New York banking corporation with an office and place of business at 1330 South Atherton Street, State College, Pennsylvania 16801.

2. Defendants are:

- a. Hamilton Construction Partnership, believed to be a Pennsylvania general partnership with a business address of R. R. 1, Box 219A, Coalport, Pennsylvania 16627-9727;
- b. David C. Hamilton, is an adult individual believed to be trading and doing business as Hamilton Construction Partnership, whose last known address is 1750 Beaver Valley Road, Flinton, Pennsylvania 16640-8904;
- c. Ann Hamilton, is an adult individual whose last known

address is 1750 Beaver Valley Road, Flinton, Pennsylvania 16640-8904.

3. On or about June 30, 1998, Mid-State Bank and Trust Company loaned Richard A. Hamilton and David C. Hamilton, individually and t/d/b/a Hamilton Construction Partnership the sum of \$10,000.00.

4. To evidence the loan by Plaintiff, Richard A. Hamilton and David C. Hamilton individually and t/d/b/a Hamilton Construction Partnership executed the promissory note attached hereto as Exhibit "A" and incorporated herein by reference.

5. The promissory note was further co-signed by Defendants David C. Hamilton and Ann Hamilton and Richard A. Hamilton and Kim Hamilton.

6. Cosigners Richard Hamilton and Kim Hamilton filed a Chapter 7 Bankruptcy Petition to No. 99-27083BM in the Western District of Pennsylvania on September 22, 1999 and listed Mid-State Bank as a creditor.

7. Richard Hamilton and Kim Hamilton were discharged in bankruptcy on February 28, 2000.

8. Pursuant to the terms of the 1998 promissory note, Defendants David C. Hamilton, individually and t/d/b/a Hamilton Construction Partnership and Ann Hamilton, individually, were obligated to repay the sum of \$10,000.00, together with interest to Mid-State Bank and Trust Company with monthly payments beginning July 30, 1998.

9. Defendants have failed to make required payments in accordance with the terms of the 1998 promissory note.

10. Defendants' failure to make payments when due and owing

is a default under the terms of the 1998 promissory note.

11. To date, Defendants have failed to cure the default.

12. As of March 1, 2001 Plaintiff is owed \$9,922.92, as well as a per diem of \$2.76 for each day thereafter.

13. Pursuant to the terms of the note, Plaintiff is entitled to costs and attorney's fees in this action.

WHEREFORE, Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company respectfully demands judgment in favor of Plaintiff and against Defendants David C. Hamilton, individually and t/d/b/a Hamilton Construction Partnership, and Ann Hamilton, individually, in the amount of \$9,922.92, together with interest, attorney's fees and costs of this action.

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date:

6-04-01

By



Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

~~Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
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PROMISSORY NOTE

COPIES

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: Hamilton Construction Partnership
23-2872876)
RR 1, Box 219A
Coalport, PA 16627-9727

(TIN: Lender: MID-STATE BANK AND TRUST COMPANY
Seventeenth Street Office
811 Seventeenth Street
Altoona, PA 16602

Principal Amount: \$10,000.00

Initial Rate: 10.000%

Date of Note: June 30, 1998

PROMISE TO PAY. Hamilton Construction Partnership and all cosigners signing this Note (referred to in this Note individually and collectively as "Borrower") jointly and severally promise to pay to MID-STATE BANK AND TRUST COMPANY ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of Ten Thousand & 00/100 Dollars (\$10,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan immediately upon Lender's demand. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning July 30, 1998, with all subsequent interest payments to be due on the same day of each month after that. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is Lender's Prime Rate (the "Index"). This is the rate Lender charges, or would charge, on 90-day unsecured loans to the most creditworthy corporate customers. This rate may or may not be the lowest rate available from Lender at any given time. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each day. The index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.500 percentage points over the index, resulting in an initial rate of 10.000% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, they will reduce the principal balance due.

LATE CHARGE. If a regularly scheduled interest payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment. If Lender demands payment of this loan, and Borrower does not pay the loan within 15 days after Lender's demand, Borrower also will be charged 5.000% of the sum of the unpaid principal plus accrued unpaid interest.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Any partner dies or any of the partners or Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) Any of the events described in this default section occurs with respect to any general partner of Borrower or any guarantor of this Note. (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (h) Lender in good faith deems itself insecure.

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

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 8.500 percentage points over the index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Blair County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

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

PROPERTY INSURANCE. Borrower understands that Borrower is required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Security Agreement and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

EXHIBIT "A"

PROMISSORY NOTE
(Continued)

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following party or parties are authorized to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: Richard A. Hamilton and David C. Hamilton. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (a) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (b) Borrower or any guarantor ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (d) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (e) Lender in good faith deems itself insecure under this Note or any other agreement between Lender and Borrower.

LINE OF CREDIT ASSESSMENT. The Bank, in its discretion, may charge the Undersigned an annual line of credit assessment. The amount of the annual line of credit assessment is \$100.00 and is subject to change.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party, partner, or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

Hamilton Construction Partnership

By:  (SEAL)

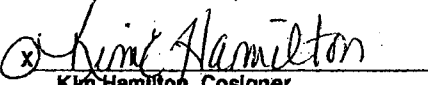
Richard A. Hamilton, General Partner

By:  (SEAL)

David C. Hamilton, General Partner

X  (SEAL)

Richard A. Hamilton, Cosigner

X  (SEAL)

Kim Hamilton, Cosigner

X  (SEAL)

David C. Hamilton, Cosigner

X  (SEAL)

Ann Hamilton, Cosigner

Signed, acknowledged and delivered in the presence of:

X 

Witness

X _____

Witness

VERIFICATION

Phyllis J. Corman states that she is the Assistant Vice President of Manufacturers and Traders Trust Company, Successor in Interest to MID-STATE BANK AND TRUST COMPANY, and that she is authorized to make this affidavit and verifies that the statements made in the foregoing Amended Complaint are true and correct. She understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Phyllis J. Corman, A.U.P.

Date: June 7, 2001

FILED

JUN 08 2001
MILWAUKEE
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11013

MANUFACTURERS & TRADERS TRUST COMPANY

01-735-CD

VS.

HAMILTON CONSTRUCTION al

COMPLAINT

SHERIFF RETURNS

NOW MAY 18, 2001 AT 1:51 PM DST SERVED THE WITHIN COMPLAINT ON
KIM HAMILTON, DEFENDANT AT RESIDENCE, RR#1 BOX 219A, COALPORT,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIM HAMILTON A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO
HER THE CONTENTS THEREOF.
SERVED BY: NEVLING/MARSHALL

NOW MAY 18, 2001 AT 1:51 PM DST SERVED THE WITHIN COMPLAINT ON
RICHARD A. HAMILTON, DEFENDANT AT RESIDENCE, RR#1 BOX 219A,
COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIM
HAMILTON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGNIAL COMPLAINT
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING/MARSHALL

NOW MAY 18, 2001 AT 1:51 PM DST SERVED THE WITHIN COMPLAINT ON
HAMILTON CONSTRUCTION, partnership, DEFENDANT AT RESIDENCE, RR#1
BOX 219A, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
KIM HAMILTON, PIC A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING/MARSHALL

NOW MAY 16, 2001, BOB KOLAR, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED
BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE
WITHIN COMPLAINT ON DAVID C. HAMILTON and ANN HAMILTON, DEFENDANTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11013

MANUFACTURERS & TRADERS TRUST COMPANY

01-735-CD

VS.

HAMILTON CONSTRUCTION al

COMPLAINT

SHERIFF RETURNS

NOW MAY 24, 2001 SERVED THE WITHIN COMPLAINTS ON DAVID C. HAMILTON and ANN HAMILTON, DEFENDANTS BY DEPUTIZING THE SHERIFF OF CAMBRIA COUNTY. THE RETURN OF SHERIFF KOLAR IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON MARTY MANGES, SON IN LAW.

Return Costs

Cost Description

81.22 SHFF. HAWKINS PAID BY: *Atty.*

47.70 SHFF. KOLAR PAID BY: ATTY.

50.00 SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

27th Day Of *June* 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
by Martyr Hans
Chester A. Hawkins
Sheriff

FILED

JUN 27 2001
01:34 PM
William A. Shaw
Prothonotary *ES*

CASE # PLAINTIFF
90144-01 Manufacturers and Traders
DATE 5/24/01

DEFENDANT
Hamilton Construction 01-735

AT 12:40 HRS. SERVED THE COMPLAINT WITH NOTICE TO DEFEND
UPON DAVID C. HAMILTON AND ANN HAMILTON BY HANDING A TRUE
AND ATTESTED COPIES THEREOF UPON MARTY MANGES, SON IN LAW
OF DAVID AND ANN HAMILTON AT 1750 BEAVER VALLEY RD. FLINTON,
CAMBRIA CO. PA. AND MAKING CONTENTS THEREOF KNOWN TO HIM.
MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

SHERIFF COSTS 44.70
PRO 3.00
TOTAL COSTS 47.70

SO ANSWERS,

Bob Kolar

BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 21ST DAY OF JUNE, 01
PROTHONATARY *Patty Burke*

HERIFF

STATEMENT

	CIVIL REC & DOCKETING & R	9.00
	CIVIL SERVICE	9.00
	CIVIL ADDITIONAL SERVICE	6.00
	GENERAL MILEAGE	20.70
	PROTHONOTARY NOTARY	3.00
	REFUND ON DOCKET	52.30
Manufacturers and Traders 90144-01		
2001-735 (90144-01) HAMILTON CONSTRU		
Manufacturers and Traders		
TRUST CO.		
V S		
Hamilton Construction 01-735		
DELAFIELD, MCGEE JONES AND KAUFFMAN		
300 S. ALLEN ST.		
STATE COLLEGE, PA 16801-4841		
	TOTAL COSTS.....	100.00
	TOTAL RECEIPTS.....	100.00



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

90144-01

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS & TRADERS TRUST COMPANY

VS:

HAMILTON CONSTRUCTION PARTNERSHIP a1

SERVE BY: 6/14/01

or

HEARING DATE:

TERM & NO.: 01-735-CD

DOCUMENT TO BE SERVED:
COMPLAINT

SERVE: DAVID C. HAMILTON and ANN HAMILTON

ADDRESS: David--i/t/d/b/a/a Hamilton Construction Partnership
1750 Beaver Valley Road, Flinton, Pa
Ann--1750 Beaver Valley Road, Flinton, Pa.

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

This Deputation being made at the request and risk of the Plaintiff this 16th day of MAY 2001.

MAKE REFUND PAYABLE TO: DELAFIELD, McGEE, JONES & KAUFFMAN, Attorney

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-735-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
HAMILTON CONSTRUCTION PARTNERSHIP,)
RICHARD A. HAMILTON, DAVID C.)
HAMILTON, KIM HAMILTON and)
ANN HAMILTON,)
Defendants)

FILED

JUL 12 2001

William A. Shaw
Prothonotary

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment in the above captioned action for the
Plaintiff and against the Defendants Hamilton Construction
Partnership, David C. Hamilton and Ann Hamilton for failure to
file an answer pursuant to Rule 1037 of the Rules of Civil
Procedure.

Assess damages as follows:

\$9,922.92


together with all interest, expenses, and costs of this suit.

Notice of Default Judgment was given as required by Pa.
R.C.P. 237.1. A copy is attached as Exhibit "A".

DELAFIELD, McGEE, JONES &
KAUFFMAN, L.L.P.

Date: 7-11-01

By


Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-735-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
HAMILTON CONSTRUCTION PARTNERSHIP,)
DAVID C. HAMILTON and)
ANN HAMILTON,)
Defendants)

TO: Hamilton Construction Partnership
R. R. 1, Box 219A
Coalport, PA 16627-9727

David C. Hamilton
1750 Beaver Valley Road
Flinton, PA 16640-8904

Ann Hamilton
1750 Beaver Valley Road
Flinton, PA 16640-8904

Date of Notice: June 27, 2001

NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (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 LEGAL HELP:

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 764-2641, Ext. 5982

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date: 6-27-01

By 

Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

FILED
2:24
JUL 12 2001

William A. Shaw
Prothonotary

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-735-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
HAMILTON CONSTRUCTION PARTNERSHIP,)
RICHARD A. HAMILTON, DAVID C.)
HAMILTON, KIM HAMILTON and)
ANN HAMILTON,)
Defendants)

**CERTIFICATE OF GIVING NOTICE OF INTENTION
TO FILE PRAECIPE FOR DEFAULT JUDGMENT**

The undersigned attorney for Plaintiff does hereby certify that written notice of intention to file Praecipe for Default Judgment was given to the Defendants and/or Defendants' attorney by depositing the same to them in the United States Mails, postage prepaid on the 27th day of June, 2001, addressed as follows:

Hamilton Construction Partnership
R. R. 1, Box 219A
Coalport, PA 16627-9727

David C. Hamilton
1750 Beaver Valley Road
Flinton, PA 16640-8904

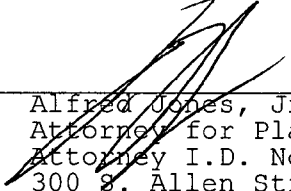
Ann Hamilton
1750 Beaver Valley Road
Flinton, PA 16640-8904

A copy of the notice is marked Exhibit "A" and by reference made a part hereof.

DELAFIELD, McGEE, JONES &
KAUFFMAN, L.L.P.

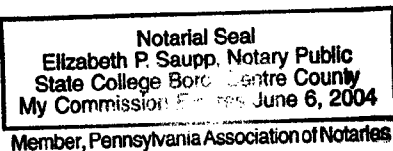
Date: 7-11-01

By


Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

Sworn to and subscribed
before me this 27th day
of June, 2001.


Notary Public



COPY

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

MANUFACTURERS AND TRADERS)	
TRUST COMPANY, Successor in)	No. 01-735-CD
Interest to MID-STATE BANK)	
AND TRUST COMPANY,)	
)	
Plaintiff)	
)	
v.)	
)	
HAMILTON CONSTRUCTION PARTNERSHIP,)	
RICHARD A. HAMILTON, DAVID C.)	
HAMILTON, KIM HAMILTON and)	
ANN HAMILTON,)	
)	
Defendants)	

TO: HAMILTON CONSTRUCTION PARTNERSHIP
R. R. 1 BOX 219 A
COALPORT, PA 16627-9727

NOTICE OF ENTRY OF JUDGMENT

You are hereby notified that judgment was entered against you in favor of Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company, Bank to No. 01-735-CD, in the Court of Common Pleas of Clearfield County on July 12, 2001, in the amount of \$9,922.92. Copies of all papers filed are included herewith.



Prothonotary

COPY

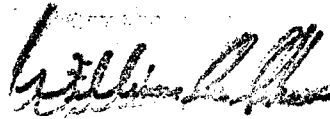
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MANUFACTURERS AND TRADERS)	
TRUST COMPANY, Successor in)	No. 01-735-CD
Interest to MID-STATE BANK)	
AND TRUST COMPANY,)	
)	
Plaintiff)	
)	
v.)	
)	
HAMILTON CONSTRUCTION PARTNERSHIP,)	
RICHARD A. HAMILTON, DAVID C.)	
HAMILTON, KIM HAMILTON and)	
ANN HAMILTON,)	
)	
Defendants)	

TO: DAVID C. HAMILTON
1750 BEAVER VALLEY ROAD
FLINTON, PA 16640-8904

NOTICE OF ENTRY OF JUDGMENT

You are hereby notified that judgment was entered against you in favor of Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company, Bank to No. 01-735-CD, in the Court of Common Pleas of Clearfield County on July 12, 2001, in the amount of \$9,922.92. Copies of all papers filed are included herewith.



Prothonotary

FILED

^{3:00}
JUL 12 2001

William A. Shaw
Prothonotary

1c - Process Default Judgment
Stacy Jones
Statement & Judgment - Stacy Jones
3 Notices to Def.

COPY

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

Manufacturers & Traders Trust Company
Mid-State Bank and Trust Company
Plaintiff(s)

No.: 2001-00735-CD

Real Debt: \$9,922.92

Atty's Comm:

Vs.

Costs: \$

Int. From:

Hamilton Construction Partnership
Richard A. Hamilton
David C. Hamilton
Kim Hamilton
Ann Hamilton
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment - ONLY
AGAINST HAMILTON CONSTRUCTION
PARTNERSHIP, DAVID C. HAMILTON AND
ANN HAMILTON

Date of Entry: July 12, 2001

Expires: July 12, 2006

Certified from the record this 12th day of July, 2001.

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.

CA

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-735-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
HAMILTON CONSTRUCTION PARTNERSHIP,)
RICHARD A. HAMILTON, DAVID C.)
HAMILTON, KIM HAMILTON and)
ANN HAMILTON,)
Defendants)

O R D E R

AND NOW, this 13th day of July, 2001, upon Motion
of Plaintiff Manufacturers and Traders Trust Company and good
cause having been shown therefore, the caption for the case filed
to No. 01-735-CD, is hereby ORDERED to read as follows:

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

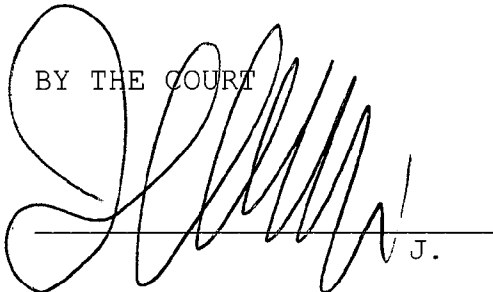
MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-735-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
HAMILTON CONSTRUCTION PARTNERSHIP,)
DAVID C. HAMILTON and)
ANN HAMILTON,)
Defendants)

FILED

JUL 16 2001

William A. Shaw
Prothonotary

BY THE COURT


J.

FILED

JUL 16 2001
JUL 17 2001
William A. Shaw
Prothonotary

COPY

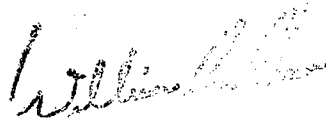
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MANUFACTURERS AND TRADERS)	
TRUST COMPANY, Successor in)	No. 01-735-CD
Interest to MID-STATE BANK)	
AND TRUST COMPANY,)	
Plaintiff)	
)	
v.)	
)	
HAMILTON CONSTRUCTION PARTNERSHIP,)	
RICHARD A. HAMILTON, DAVID C.)	
HAMILTON, KIM HAMILTON and)	
ANN HAMILTON,)	
Defendants)	

TO: ANN HAMILTON
1750 BEAVER VALLEY ROAD
FLINTON, PA 16640-8904

NOTICE OF ENTRY OF JUDGMENT

You are hereby notified that judgment was entered against you in favor of Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company, Bank to No. 01-735-CD, in the Court of Common Pleas of Clearfield County on July 12, 2001, in the amount of \$9,922.92. Copies of all papers filed are included herewith.



Prothonotary

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-735-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
HAMILTON CONSTRUCTION PARTNERSHIP,)
RICHARD A. HAMILTON, DAVID C.)
HAMILTON, KIM HAMILTON and)
ANN HAMILTON,)
Defendants)

FILED
JUL 12 2001

William A. Shaw
Prothonotary

MOTION TO AMEND CAPTION

Manufacturers and Traders Trust Company, Successor in interest to Mid-State Bank and Trust Company, (hereinafter M & T Bank) by its counsel, Alfred Jones, Jr., Esq., and Delafield, McGee, Jones & Kauffman, L.L.P., hereby move and request that the Court amend the caption in the above-captioned matter to reflect the removal of two of the parties originally named as parties Defendant as follows:

1. Plaintiff, Manufacturers and Traders Trust Company, brought the original action against certain individuals who had either executed or guaranteed a debt obligation owed to M & T Bank's predecessor Mid-State Bank and Trust Company.

2. Following filing and service of the Complaint, M & T Bank learned that two of the original named Defendants, Richard A. Hamilton and Kim Hamilton, had been discharged in bankruptcy and that any obligation either owed to Plaintiff had been discharged in bankruptcy.

3. Thereafter M & T Bank filed an Amended Complaint against all of the original Defendants, except for Richard A. Hamilton and Kim Hamilton, as a result of their discharge in bankruptcy.

4. Subsequently, the time for filing a response pleading passed and M & T Bank acted to enter judgment against the remaining Defendants by Praecipe filed July 12, 2001.

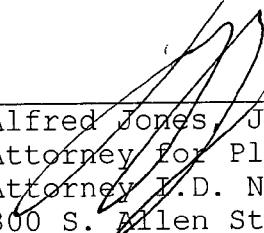
5. M & T Bank now moves to amend the caption of the original action filed to the above term and number to reflect the proper parties' Defendant as named in Plaintiff's Amended Complaint.

Respectfully submitted,

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date: 7-11-01

By


Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney P.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

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

MANUFACTURERS AND TRADERS)	
TRUST COMPANY, Successor in)	No. 01-735-CD
Interest to MID-STATE BANK)	
AND TRUST COMPANY,)	
Plaintiff)	
)	
v.)	
)	
HAMILTON CONSTRUCTION PARTNERSHIP,)	
RICHARD A. HAMILTON, DAVID C.)	
HAMILTON, KIM HAMILTON and)	
ANN HAMILTON,)	
Defendants)	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion to Amend Caption was hereby served by depositing same within the custody of the United States Postal Service, First Class, postage prepaid, on the 11th day of June, 2001, addressed to the following:

Hamilton Construction Partnership
R. R. 1, Box 219A
Coalport, PA 16627-9727

David C. Hamilton
1750 Beaver Valley Road
Flinton, PA 16640-8904

Ann Hamilton
1750 Beaver Valley Road
Flinton, PA 16640-8904

DELAFIELD, MCGEE, JONES &
KAUFFMAN, L.L.P.

Date: 7-11-01

By _____

Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

WAS
FILED
3:33
JUL 12 2001
William A. Shaw
Prothonotary

WAS
1 cc Mohs
& ALJ