

01-821-CD
MANUFACTURERS AND TRADERS -vs- DONNA HINSCH et al
TRUST COMPANY et al

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CO
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
)
v.)
)
DONNA HINSCH, individually)
and t/d/b/a THE TICK TOCK)
SPORTS TAVERN,)
Defendant)
) 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 30 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.)
)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

NOTICE TO DEFEND

TO THE ABOVE-NAMED DEFENDANT:

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.

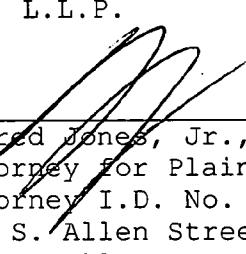
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF
YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE
THIS OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL
HELP.

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

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

Date: May 23, 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.
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

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. Defendant Donna Hinsch is an adult individual believed to be trading and doing business as The Tick Tock Sports Tavern, whose last known address is 135 North Rose Street, Irvona, Pennsylvania 16656.

3. On or about September 29, 1998, Mid-State Bank and Trust Company loaned Donna Hinsch, individually and t/d/b/a The Tock Tock Sports Tavern the sum of \$75,000.00.

4. To evidence the loan by Plaintiff, Donna Hinsch, individually and t/d/b/a The Tick Tock Sports Tavern executed the promissory note attached hereto as Exhibit "A" and incorporated herein by reference.

5. Pursuant to the terms of the 1998 promissory note, Defendant Donna Hinsch. individually and t/d/b/a The Tick Tock Sports Tavern was obligated to repay the sum of \$75,000.00, together with interest to Mid-State Bank and Trust Company with monthly payments beginning October 29, 1998.

6. Defendant has failed to make required payments in accordance with the terms of the 1998 promissory note.

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

8. On or about January 17, 2001, Defendant was advised that she was in default of the terms of her note.

9. To date, Defendant has failed to cure the default.

10. As of March 16, 2001 Plaintiff is owed \$75,996.50, as well as a per diem of \$22.11 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 Defendant Donna Hinsch, individually and t/d/b/a The Tick Tock Sports Tavern, in the amount of \$75,996.50, together with interest, attorney's fees and costs of this action.

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

Date: May 23, 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~~

SBA LOAN NUMBER

LDP 220307 40 04

NOTE

ALTOONA, PA

(City and State)

(Date): September 29, 1998

\$ 75,000.00

For value received, the undersigned promises to pay to the order of **MID-STATE BANK AND TRUST COMPANY** at its office in the city of Altoona, state of Pennsylvania, or at holder's option, at such other place as may be designated from time to time by the holder **Seventy Five Thousand & 00/100 Dollars**, with interest on unpaid principal computed from the date of each advance to the undersigned at the rate of (initial) **10.500** per cent per annum, payment to be made in installments as follows:

The interest rate on this Note will fluctuate. The initial interest rate is **10.50%** per year. This initial rate is the prime rate on the date SBA received the loan application, plus **02.00%**.

Borrower must pay principal and interest payments of **\$1,018.49** every month, beginning one month from the month of this Note; payments must be made on the 29th calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Lender must adjust the interest rate for the first time no earlier than the first calendar day of the first month after initial disbursement. The interest rate will then be adjusted quarterly (the "change period").

The "Prime Rate" is the prime rate published in the Wall Street Journal, in effect on the first business day of the month in which a change occurs.

The adjusted interest rate will be **02.00%** above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the Note.

If SBA purchase the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

All remaining principal and accrued interest is due and payable in 10 year(s) from date of Note.

Borrower agrees that if default occurs on this Note or on any outstanding SBA or SBA-guaranteed loan, Lender has the option to make this Note and such other loans immediately due and payable.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

If this Note contains a fluctuating interest rate, the notice provision is not a precondition for fluctuation (which shall take place regardless of notice). Payment of any installment of principal or interest owing on this Note may be made prior to the maturity date thereof without penalty.

Borrower shall provide lender with written notice of intent to prepay part or all of this loan at least three (3) weeks prior to the anticipated prepayment date. A prepayment is any payment made ahead of schedule that exceeds twenty (20) percent of the then outstanding principal balance. If borrower makes a prepayment and fails to give at least three weeks advance notice of intent to prepay, then, notwithstanding any other provision to the contrary in this Note or any other document, borrower shall be required to pay lender three weeks interest on the unpaid principal as of the date preceding such prepayment.

The term "Indebtedness" as used herein shall mean the indebtedness evidenced by this Note, including principal, interest, and expenses, whether contingent, now due, or hereafter to become due, and whether heretofore or contemporaneously herewith or hereafter contracted. The term "Collateral" as used in this Note shall mean any funds, guaranties, or other property or rights therein of any nature whatsoever or the proceeds thereof which may have been, are, or hereafter may be, hypothecated, directly or indirectly by the undersigned or others, in connection with, or as security for, the indebtedness or any part thereof. The Collateral, and each part thereof, shall secure the indebtedness and each part thereof. The covenants and conditions set forth or referred to in any and all instruments of hypothecation constituting the Collateral are hereby incorporated in this Note as covenants and conditions of the undersigned with the same force and effect as though such covenants and conditions were fully set forth herein.

The indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or upon the filing of a petition by or against the undersigned under the provisions of any state insolvency law or under the provisions of the Bankruptcy Reform Act of 1978, as amended, or upon the

making by the undersigned of an assignment for the benefit of its creditors. Holder is authorized to declare all or any part of the indebtedness immediately due and payable upon the happening of any of the following events: (1) Failure to pay any part of the indebtedness when due; (2) nonperformance by the undersigned of any agreement with, or any condition imposed by, Holder or Small Business Administration (hereinafter called "SBA"), with respect to the indebtedness; (3) Holder's discovery of the undersigned's failure in any application of the undersigned to Holder or SBA to disclose any fact deemed by Holder to be material or of the making therein or in any of the said agreements, or in any affidavit or other documents submitted in connection with said application or the indebtedness, of any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the reorganization (other than a reorganization pursuant to any of the provisions of the Bankruptcy Reform Act of 1978, as amended) or merger or consolidation of the undersigned (or the making of any agreement therefor) without the prior written consent of Holder; (5) the undersigned's failure duly to account, to Holder's satisfaction, at such time or times as Holder may require, for any of the Collateral, or proceeds thereof, coming into the control of the undersigned; or (6) the institution of any suit affecting the undersigned deemed by Holder to affect adversely its interest hereunder in the Collateral or otherwise. Holder's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

Upon the nonpayment of the indebtedness, or any part thereof, when due, whether by acceleration or otherwise, Holder is empowered to sell, assign, and deliver the whole or any part of the Collateral at public or private sale, without demand, advertisement, or notice of the time or place of sale or of any adjournment thereof, which are hereby expressly waived. After deducting all expenses incidental to or arising from such sale or sales, Holder may apply the residue of the proceeds thereof to the payment of the indebtedness, as it shall deem proper, returning the excess, if any, to the undersigned. The undersigned hereby waives all right of redemption or appraisement whether before or after sale.

Holder is further empowered to collect or cause to be collected or otherwise to be converted into money all or any part of the Collateral, by suit or otherwise, and to surrender, compromise, release, renew, extend, exchange, or substitute any item of the Collateral in transactions with the undersigned or any third party, irrespective of any assignment thereof by the undersigned, and without prior notice to or consent of the undersigned or any assignee. Whenever any item of the Collateral shall not be paid when due, or otherwise shall be in default, whether or not the indebtedness, or any part thereof, has become due, Holder shall have the same rights and powers with respect to such item of the Collateral as are granted in this paragraph in case of nonpayment of the indebtedness, or any part thereof, when due. None of the rights, remedies, privileges, or powers of Holder expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other right, remedy, privilege, and power now or hereafter existing in favor of Holder, whether at law or equity, by statute or otherwise.

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the Collateral; and regardless of any action taken by Holder, there shall be no duty upon Holder in this respect. The undersigned shall pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after this Note shall become due at its maturity date or otherwise, including but not limited to reasonable attorney's fees and costs, which Holder may deem necessary or proper in connection with the satisfaction of the indebtedness or the administration, supervision, preservation, protection of (including, but not limited to, the maintenance of adequate insurance) or the realization upon the Collateral. Holder is authorized to pay at any time and from time to time any or all of such expenses, add the amount of such payment to the amount of the indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.

The security rights of Holder and its assigns hereunder shall not be impaired by Holder's sale, hypothecation, or rehypothecation of any note of the undersigned or any item of the Collateral, or by any indulgence, including but not limited to (a) any renewal, extension, or modification which Holder may grant with respect to the indebtedness or any part thereof, or (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Holder may grant in respect of the Collateral, or (c) any indulgence granted in respect of any endorser, guarantor, or surety. The purchaser, assignee, transferee, or pledgee of this Note, the Collateral, and guaranty, and any other document (or any of them), sold, assigned, transferred, pledged, or repledged, shall forthwith become vested with and entitled to exercise all the powers and rights given by this Note and all applications of the undersigned to Holder or SBA, as if said purchaser, assignee, transferee, or pledgee were originally named as Payee in this Note and in said application or applications.

This promissory note is given to secure a loan which SBA is making or in which it is participating and, pursuant to Part 101 of the Rules and Regulation of SBA (13 C.F.R. 101.1(d)), this instrument is to be construed and (when SBA is the Holder or a party in interest) enforced in accordance with applicable federal law.

CONFESION OF JUDGMENT: The Undersigned hereby authorizes and empowers any attorney or clerk of any Court of record in the United States or elsewhere to appear for and, with or without declaration filed, confess judgment against the Undersigned in favor of the holder, assignee or successor of holder of the Note, at any time, for the full or total amount of this Note, together with all indebtedness provided for therein, with costs of suit and attorney's commission of ten (10) percent for collection; and the Undersigned expressly releases all errors, waives all stay of execution, rights of inquisition and extension upon any levy upon real estate and all exemption of property from levy and sale upon any execution hereon; and the Undersigned expressly agrees to condemnation and expressly relinquishes all rights to benefits or exemptions under any and all exemption laws now in force or which may hereafter be enacted.

BORROWER:

09-29-1998
Loan No 30015

**PROMISSORY NOTE
(Continued)**

Page 3

Clorox (Hirsch) (SEAL)
Donna Hirsch

Signed, acknowledged and delivered in the presence of:

X _____
Witness
X _____
Witness

The guaranteed portion of this Note has been transferred to a Registered Holder for value received.

Dated 12/21/98

Michele L. Steinbugl
Michele L. Steinbugl
Relationship Banking Specialist



Special Assets Department

January 17, 2001

Ms. Donna M. Hinsch

New Tick Tock Sports Tavern

135 North Rose Street

Irving, PA 16656

RE: SBA Delinquent Account

SBA loan: LDP220307 4004

M & T Account: 322029-30015

Dear Ms. Hinsch,

In my phone conversation with you on December 19, 2000, I informed you that we received the approval from SBA to extend the maturity date of your loan from ten (10) years (09/29/08) to eighteen (18) years (09/29/15) with the re-amortization of your monthly payments. I also informed you at that time, that you would need to pay all the accrued back interest and be current before we can do the extension.

Since the account is so delinquent, it has become necessary to give you notification that if the interest is not paid current and the extension is not completed on or before February 20, 2001, we will cancel the extension approval and demand payment in full. We will then proceed to take whatever steps we deem necessary to protect our interest.

As you know, we have been very lenient in our handling of this account, with hopes that you would get things worked out.

Sincerely,

Jack Stover

Special Assets

CC: Paul Cooney

CC: Margaret Szabo

US Small Business Administration

Pittsburgh District Office

1000 Liberty Ave, Room 1128

Pittsburgh, PA 15222

LOAN REQ: 0490 CURRENT FINANCIAL INFO 03/16/01 PAGE 0001 OF 0002
 BANK: 10 AP: 1 OBGOR: 0000322029 OBGAT: 0000030015 HINSCH DONNA M
 DATE: 031901 CHG CD: INCLUDE ESCROW AMOUNT(Y/N): PAGE:
 ASSN UNIT : 04453 ORG EFF DATE: 09/29/98 OBLIG TYPE: 056
 OFFICER : JXS18 MAT DATE : 09/29/08 GUARANTEE : YES
 RISK RATE : 00 LST REN DTE : COLL TYPE : 695
 EXP STRAT : 05 LST FIN ST : AUTO DEBIT:
 STAT CODE : 7 P R TKDOWN OBGOR: RATE : 11.50000000
 CHGOFF STA: N/A TKDOWN OBGAT: REL PRIME: 00300 + 2.00000
 ***** BALANCE INFO ***** ***** PAYOFF INFO *****
 ORIG LN AMOUNT: .00 PRINCIPAL AMT : 70,189.96
 AVAIL CREDIT : .00 INTEREST AMT : 5,806.54
 NET BOOK BAL : 13,077.99 LATE FEES : .00
 12 MTH AVG BAL: 30,768.20 OTHER FEES : .00
 FEES COLL YTD : .00 ESCROW : .00
 PER DIEM: 22.11464 ==> PAYOFF 03/19/01 : 75,996.50
 ***** PAYMENT INFO *****
 TOTAL BILLED: 8,176.39 PAYMENT AMOUNT: 1,101.24
 TOTAL PAST DUE: 7,075.15 PAYMENT TYPE: 4 AMORTIZED
 INT FREQ MONTHLY PD TO: 00/00/00 PRIN FREQ MONTHLY PD TO: 10/10/00
 DUE 03/28/01 : 619.21 DUE 03/28/01 : 482.03
 PSTDUE 10/28/00 : 5,386.36 PSTDUE 11/28/00 : 1,688.79

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, 2001

FILED

~~SEARCHED~~ MAY 30 2001

~~INDEXED~~ 1051 (Atty)

~~SERIALIZED~~ Jones
William A. Shaw
Prothonotary
Dd \$10.00

112 Sherry

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11061

MANUFACTURERS & TRADERS TRUST COMPANY

01-821-CD

VS.

HINSCH, DONNA I/A/T/D/B/A THE TICK TOCK SPORTS TAVERN

COMPLAINT

SHERIFF RETURNS

NOW JUNE 8, 2001 AT 11:30 AM DST SERVED THE WITHIN COMPLAINT ON
DONNA HINSCH IND. & T/D/B/A THE TICK TOCK SPORTS TAVERN, DEFENDANT
AT EMPLOYMENT, 135 NORTH ROSE ST., IRVONA, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO NICOLE VERESHACK, PIC, A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE
CONTENTS THEREOF.

SERVED BY: NEVLING/RYEN

Return Costs

Cost	Description
46.76	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

13 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
My Marilyn Hause
Chester A. Hawkins
Sheriff

FILED
2:00
JUN 13 2001
William A. Shaw
Prothonotary

MANUFACTURERS AND : IN THE COURT OF COMMON PLEAS
TRADERS TRUST COMPANY, : OF CLEARFIELD COUNTY,
Successor in interest to MID- : PENNSYLVANIA
STATE BANK AND TRUST :
COMPANY, : CIVIL ACTION LAW
Plaintiff :
vs. : NO. 01-821-CD
DONNA HINSCH, Individually : MORTGAGE FORECLOSURE ACTION
and t/d/b/a THE TICK TOCK :
SPORTS TAVERN, : JURY TRIAL DEMANDED
Defendant :

**PRAECIPE FOR ENTRY OF APPEARANCE
ON BEHALF OF DEFENDANT, DONNA HINSCH
Individually and t/d/b/a THE TICK TOCK SPORTS TAVERN**

TO THE PROTHONOTARY, WILLIAM SHAW:

SIR:

Please enter my appearance as counsel of record for **DONNA HINSCH, Individually and t/d/b/a THE TICK TOCK SPORTS TAVERN**, the Defendant named in the above matter, noting that all papers and process for service upon said party may be served upon the undersigned at his office: 1701 - Fifth Avenue, Altoona, PA 16602.

SULLIVAN, FORR, STOKAN & HUFF,

BY:

James R. Huff, II, Esquire
Attorneys for Defendant
STATE I.D.# 33270

DATED: 7/5, 2001 1701 - Fifth Avenue, Altoona, PA 16602

NOW, 7/5, 2001, I do hereby certify that a copy of the within pleading has been served on Counsel of record and/or opposing party by sending a copy by U.S. Mail to the address indicated on prior pleadings.

FILED

JUL 06 2001
m 11135amcc
William A. Shaw
Prothonotary
E
KES

SULLIVAN, FORR, STOKAN & HUFF,

BY:

James R. Huff, II, Esquire
Attorneys for Defendant

MANUFACTURERS AND : IN THE COURT OF COMMON PLEAS
TRADERS TRUST COMPANY, : OF CLEARFIELD COUNTY,
Successor in interest to MID- : PENNSYLVANIA
STATE BANK AND TRUST
COMPANY, : CIVIL ACTION LAW
Plaintiff : NO. 01-821-CD
| vs. : MORTGAGE FORECLOSURE ACTION
DONNA HINSCH, Individually : JURY TRIAL DEMANDED
and t/d/b/a THE TICK TOCK :
SPORTS TAVERN, :
Defendant : .

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

AND NOW, to wit, comes the Defendant, DONNA HINSCH, individually and t/d/b/a the TICK TOCK SPORTS TAVERN, who by and through her attorneys, SULLIVAN, FORR, STOKAN & HUFF ESQUIRE, files this, her answer to PLAINTIFF'S COMPLAINT, and represents as follows:

1.

Denied as after reasonable investigation, Defendant is without sufficient knowledge concerning the takeover of Mid-State Bank and Trust Company by Manufacturers and Traders Trust Company and strict proof thereof is demanded at time of trial on this matter.

2.

Admitted.

3.

Admitted.

FILED

11/10/2001
3/11/06/Am/Indice
William A. Shaw
Prothonotary
K2D

4.

Admitted that Exhibit "A" appears to be part of one document executed between the Parties but denied that the same represents all documents involved in the alleged transaction between the Parties and on the contrary, it is averred that there are substantial additional documents concerning this transaction that were executed by Donna Hinsch at the specific and request of Mid-State Bank and Trust Company.

5.

Admitted.

6.

Denied and on the contrary it is averred that Defendant has in fact been making payments. By way of further answer and defense, it is noted that as of April, 2000, Plaintiff was permitting Defendant to make payments on terms differing from those in the original Agreement and/or Plaintiff's Exhibit "A".

7.

Denied and on the contrary Defendant avers that she is not in default as alleged by Defendant based upon the subsequent Agreement which altered the payment terms. By way of further answer and defense, Defendant believes and therefore avers that the Plaintiff has failed to properly credit payments that were received and has failed and/or refused to properly calculate the interest due in connection with the outstanding loan indebtedness.

8.

Admitted that Defendant has received various notices from Plaintiff but denied that Defendant is in default to the extent as alleged by Plaintiff.

9.

Denied and on the contrary it is averred that Defendant has made a good faith attempt to work with Plaintiff to cure any alleged default and has in fact been making partial payments in connection with the loan indebtedness, which said payments were approved and accepted by Plaintiff. By way of further answer and defense, Defendant notes that she has been in the process of obtaining alternate financing to fully liquidate any outstanding balance alleged to be due and owing.

10.

Denied and on the contrary it is averred that Defendant has made substantial payments on account of the indebtedness and the same have not been properly credited. As to the allegation regarding an amount in excess of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS being due and owing, after reasonable investigation, Defendant believes that the same is inaccurate and strict proof is demanded at time of trial on this matter concerning the manner in which Plaintiff has determined that figure as alleged in its Complaint to be due and owing. By way of further answer and defense, it is noted that when Mid-State Bank changed to Keystone, and then apparently to M & T Bank, that Plaintiff held Defendant's bank statements for a period of SIX (6) MONTHS or more without any just

cause. Further, Plaintiff misapplied Defendant's payments and Plaintiff began charging an incorrect interest rate and was assessing a rate much higher than the rate specified in the loan documents, that being prime rate plus TWO (2%) PERCENT. By way of further answer and defense, Defendant denies that the sums set forth in Plaintiff's Complaint are the sums due and owing.

11.

Admitted that Plaintiff would be entitled to recover reasonable costs and attorney's fees if the allegations are proven but denied at this time that Defendant is entitled to any fees and/or costs in this matter.

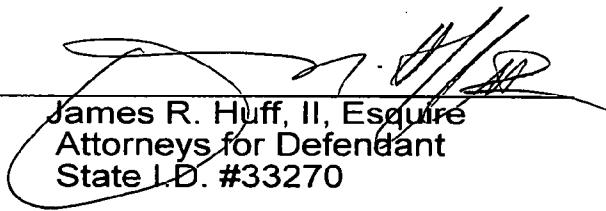
WHEREFORE, Defendant, Donna Hinsch, individually and t/d/b/a Tick Tock Sports Tavern, respectfully requests that Plaintiff's Complaint be dismissed with prejudice.

And she shall ever pray.

Respectfully submitted,

SULLIVAN, FORR, STOKAN & HUFF

By: _____


James R. Huff, II, Esquire
Attorneys for Defendant
State I.D. #33270

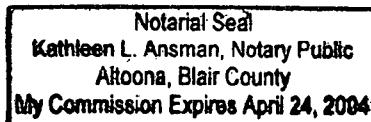
1701 Fifth Avenue
Altoona, PA 16602
(814) 946-4316

COMMONWEALTH OF PENNSYLVANIA :
ss.
COUNTY OF BLAIR

Personally appeared before me, the undersigned authority, a Notary Public in and for the Commonwealth of Pennsylvania, **DONNA HINSCH**, who, being duly sworn according to law, doth depose and say that the facts and statements set forth in the foregoing **ANSWER TO PLAINTIFF'S COMPLAINT** are true and correct to the best of her knowledge, information and belief.

Donna Hinsch (SEAL)
Donna Hinsch

Sworn and subscribed to before me
this 28th Day of June A.D., 2001.



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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
)
v.)
)
DONNA HINSCH, individually)
and t/d/b/a THE TICK TOCK)
SPORTS TAVERN,)
Defendant)
) Type of Case:
) Civil
)
) Type of Pleading:
) Certificate of Readiness
)
) 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

OCT 11 2001

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

CASE NUMBER	TYPE	TRIAL REQUESTED	DATE PRESENTED
			ESTIMATED TRIAL TIME
01-821-CD Date Complaint Filed:	() Jury (X) Non-Jury () Arbitration		1/2 Days

PLAINTIFF(S)

MANUFACTURERS AND TRADERS TRUST COMPANY, Successor in
Interest to Mid-State Bank and Trust Company ()

DEFENDANT(S)

DONNA HINSCH, Individually and t/d/b/a
The Tick Tock Sports Tavern ()

Check Block if
a Minor is a
Party to the
Case

ADDITIONAL DEFENDANT(S)

()

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
more than \$ 75,000.00	() yes () no	

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed;
all necessary parties and witnesses are available; serious
settlement negotiations have been conducted; the case is ready in
all respects for trial, and a copy of this Certificate has been
served upon all counsel of record and upon all parties of record who
are not represented by counsel.

Alfred Jones, Jr., Esq.

(814) 237-6278

FOR THE PLAINTIFF

TELEPHONE NUMBER

James R. Huff, Esq.

(814) 946-4316

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
)
v.)
)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within
Certificate of Readiness was hereby served by depositing same
within the custody of the United States Postal Service, First
Class, postage prepaid, on the 9th day of October, 2001,
addressed to the following:

James R. Huff, II, Esq.
Sullivan, Forr, Stokan & Huff
1701 Fifth Avenue
Altoona, PA 16602

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

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

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

-vs-

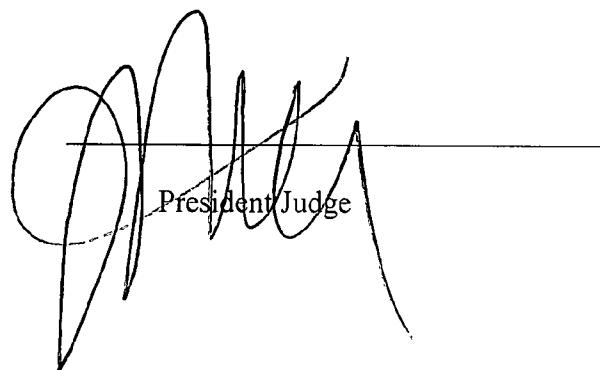
No. 01-821-CD

DONNA HINSCH, individually and :
t/d/b/a THE TICK TOCK SPORTS :
TAVERN :
:

PRE-TRIAL ORDER

NOW, this 9th day of January, 2002, following pre-trial conference in the above-captioned matter, it is the ORDER of this Court that trial without a jury shall be held commencing Wednesday, April 3, 2002, at 9:00 a.m.

By the Court,



President Judge

FILED

JAN 09 2002

William A. Shaw
Prothonotary

CERT TO *ATTI JONES*
ATTI HUFF
ATTI HUFF

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

MANUFACTURES AND TRADERS :
TRUST COMPANY :
VS : NO. 01-821-CD
DONNA HINSCH :

O R D E R

NOW, this 3rd day of April, 2002, following hearing in the above-captioned matter, the Court noting that Defendant has failed to appear either in person or by counsel, it is the Order of this Court that judgment shall be and is hereby entered in favor of Manufactures and Traders Trust Company and against Donna Hinsch individually and t/d/b/a Tick Tock Sports Tavern in the following amounts: \$82,186.19 principal and interest due and owing; \$3,110.00 legal fees; and \$145.36 court costs.

BY THE COURT,
President Judge

FILED

APR 03 2002

William A. Shaw
Prothonotary

FILED

APR 03 2002

01/12:25 p.m.
William A. Shaw
Prothonotary

2 cc to Atty Hupp
2 cc to Atty Jones. (Alfred)
EAS

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

FILED

AUG 22 2002
m/10:58/nocc
William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

Alfred Jones, Jr., Esq., being duly sworn according to law,
deposes and says that he is the attorney for the Plaintiff in the
above-captioned matter, and that:

1. On July 31, 2002, he did attempt to serve the Defendant
Donna Hinsch, individually and trading and doing business as Tick
Tock Sports Tavern by sending certified mail, return receipt
requested, to the Defendant at her last known address, a true and
correct copy of Notice of Sheriff's Sale but the Notice was
returned stamped "Unclaimed R.P.F." The original returned
envelope is attached hereto as Exhibit "A."

2. On August 21, 2002, he did serve the Defendant, Donna
Hinsch, individually and trading and doing business as Tick Tock
Tavern by sending a copy of the Notice of Sheriff's Sale to James
R. Huff, II, Esq., attorney for the defendant, and filed a
Certificate of Service of same.

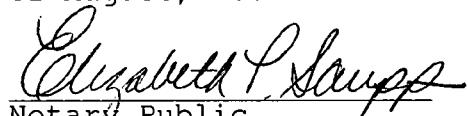
3. On July 31, 2002, he did serve Ms. Nicole Rowles, a creditor, by sending regular mail with a Certificate of Mailing postmarked July 31, 2002, to the creditor at her last known address, a true and correct copy of Notice of Sheriff's Sale.

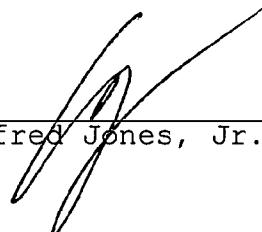
4. On July 31, 2002, he did serve American Roofing, Inc., a creditor, by sending regular mail with a Certificate of Mailing postmarked July 31, 2002, to the creditor at its last known address, a true and correct copy of Notice of Sheriff's Sale.

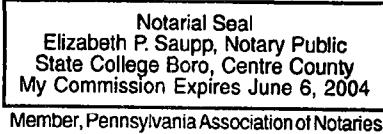
5. On July 31, 2002, he did serve the Clearfield County Tax Claim Bureau, a creditor, by sending regular mail with a Certificate of Mailing postmarked July 31, 2002, to the creditor at its last known address, a true and correct copy of Notice of Sheriff's Sale.

The returned certified mail envelope and the Certificates of Mailing to the creditor are attached hereto as Exhibit "A."

Sworn to and subscribed
before me this 21st day
of August, 2002.


Elizabeth P. Saupp
Notary Public


Alfred Jones, Jr., Esq.



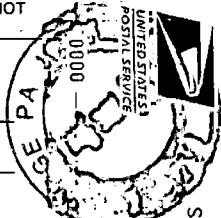
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Alfred Jones, Jr.
300 S. Allen St. Ste 300
State College PA 16801

One piece of ordinary mail addressed to:

Clearfield County Tax Claim Bureau
Clearfield County Courthouse
Clearfield, PA 16830



U.S. POSTAGE
PAID
STATE COLLEGE, PA
16801
JUL 31 1981
AMOUNT
\$0.90
00043697-03

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Alfred Jones, Jr.
300 S. Allen St. Ste 300
State College PA 16801

One piece of ordinary mail addressed to:

American Roofing, Inc.
RR 6 Box 1409
Altoona, PA 16601



U.S. POSTAGE
PAID
STATE COLLEGE, PA
16801
JUL 31 1981
AMOUNT
\$0.90
00043697-03

PS Form 3817, Mar. 1989

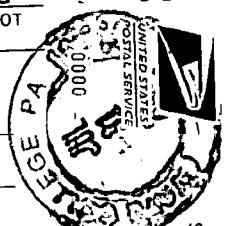
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Alfred Jones, Jr., Esq.
300 South Allen St. Ste 300
State College PA 16801

One piece of ordinary mail addressed to:

Ms. Nicole Rowles
Box 377
Inverna, PA 16658



U.S. POSTAGE
PAID
STATE COLLEGE, PA
16801
JUL 31 1981
AMOUNT
\$0.90
00043697-03

PS Form 3817, Mar. 1989

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
)
v.)
)
DONNA HINSCH, individually)
and t/d/b/a THE TICK TOCK)
SPORTS TAVERN,)
Defendant)
) Type of Case:
) Civil
)
) Type of Pleading:
) Praeclipe for Writ of Execution
)
) 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

JUN 10 2002

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. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
)
v.)
)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:

- (1) Directed to the Sheriff of Clearfield County, Pennsylvania;
- (2) against Donna Hinsch, individually and t/d/b/a The Tick Tock Sports Tavern, Defendant, 135 North Rose Street, Iriona, Clearfield County, Pennsylvania;
- (3) and index this writ against Donna Hinsch, individually and t/d/b/a The Tick Tock Sports Tavern, Defendant, 135 North Rose Street, Iriona, Clearfield County, Pennsylvania.

as a lis pendens against the real property of the Defendant as follows:

See attached Exhibit "A"

(4) Amount due	\$ <u>83,029.92</u>
Attorney's commission	\$ _____
Interest from <u>6-6-02</u>	\$ _____
TOTAL	\$ <u>83,029.92</u> plus costs, interest, expenses, and unpaid taxes

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

Date: 6-6-02

By _____

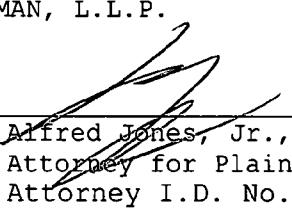

Alfred Jones, Jr., Esq.
Attorney for Plaintiff
Attorney I.D. No. 10442
300 S. Allen Street, Suite 300
State College, PA 16801-4841
(814) 237-6278

EXHIBIT A

ALL those certain tracts of land situate in the Borough of Irvona, Clearfield County and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point which is corner formed by the intersection of Pine and White Streets and the parcel hereby conveyed; thence by line of White Street in a Northwesterly direction for a distance of eighty-six (86) feet to a private alley; thence in a Northwesterly direction along said alley West twenty-nine (29) feet to a post on land of J. W. Stewart; thence in a Southwesterly direction along the line of J. W. Stewart eighty-six (86) feet to Rose Street; thence along Rose Street in a Southeasterly direction of twenty-nine (29) feet to the place of beginning. Being parts of Lots 129 and 130 in the plan of Irvona Borough.

THE SECOND THEREOF: BEGINNING at a post on Rose Street on land of Amanda Straw and Edith Bratton; thence along said land in a Northeasterly direction eighty-six (86) feet to a post on private alley; thence along said private alley in a Southeasterly direction twenty-one (21) feet to a post on line of Mrs. Dove Bratton; thence along said land in Southwesterly direction eighty-six (86) feet to a post on Rose Street; thence along said Rose Street in a Northwesterly direction twenty-one (21) feet to post or place of beginning.

THE THIRD THEREOF: BEGINNING twenty-six (26) feet from West corner at alley; thence fifty (50) feet front on Rose Street to a property of Amanda Straw and Edith Bratton; thence along said property eighty-six (86) feet to a private alley; thence along private alley in a Southeasterly direction fifty (50) feet to property of A. E. Kanarr; thence along property of A. E. Kanarr eighty-six (86) feet to place of beginning. Being parts of Lots Nos. 129 and 130 in the plan of Irvona Borough.

EXCEPTING AND RESERVING from all the above-described lots, all reservations and exceptions as contained in the chain of title.

BEING identified by Clearfield County Assessment Map. No. 11-H16-353-152.

BEING the same premises title to which became vested in Mortgagor herein by deed intended to be recorded just prior to the recording of this Mortgage.

END

FILED

JUN 10 2002

Mr. Michael J. Pino, pd \$ 20.00
William A. Shaw
Prothonotary

6 wnts Shred
6/15

COPY

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

WRIT OF EXECUTION

NOTICE

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

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

If you have an exemption, you should do the following promptly:

1. Fill out the attached claim for and demand for a prompt hearing.
2. Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

David S. Maholick, Court Administrator
Clearfield County Courthouse
P.O. Box 521
Clearfield, PA 16823
(814) 765-2641 Ext. 5982

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

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

(a) I desire that my \$300 statutory exemption be:

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

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

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

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

(a) my \$300 statutory exemption:

in cash;
 in kind (specify property):

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

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

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

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4909 relating to unsworn falsification to authorities.

Date: _____
(Defendant)

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

CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16823
Telephone Number - (814) 765-2641, Ext 5986

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against
Donna Hinsch, individually and t/d/b/a The Tick Tock Sports
Tavern, Defendant 135 North Rose Street, Iriona, Clearfield
County, Pennsylvania;

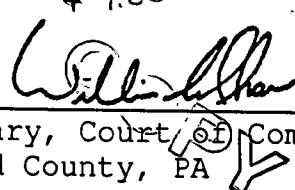
1. You are directed to levy upon the property of the
Defendant and to sell her interest therein as follows:

(specifically describe property)

3. If property of the Defendant not levied upon and
subject to attachment is found in the possession of anyone other
than the named Defendant you are directed to notify him that he
has been added as a Garnishee and is enjoined as above stated.

Amount Due	\$ <u>83,029.92</u>	
Attorney's Commission	\$ _____	
Interest From 6-6-02	\$ _____	
TOTAL	\$ <u>83,029.92</u>	plus costs, interest, expenses, and unpaid taxes
PROTHONOTARY COSTS:	\$ <u>156.76</u> + <u>7.00</u>	

Date: 6/10/02


Prothonotary, Court of Common Pleas of
Clearfield County, PA

By: _____

Deputy APRIL 15 Document

Reinstated/Reissued to Sheriff/Attorney
for service.

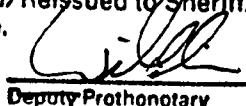

Deputy Prothonotary

EXHIBIT A

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THE FIRST THEREOF: BEGINNING at a point which is corner formed by the intersection of Pine and White Streets and the parcel hereby conveyed; thence by line of White Street in a Northwesterly direction for a distance of eighty-six (86) feet to a private alley; thence in a Northwesterly direction along said alley West twenty-nine (29) feet to a post on land of J. W. Stewart; thence in a Southwesterly direction along the line of J. W. Stewart eighty-six (86) feet to Rose Street; thence along Rose Street in a Southeasterly direction of twenty-nine (29) feet to the place of beginning. Being parts of Lots 129 and 130 in the plan of Irvona Borough.

THE SECOND THEREOF: BEGINNING at a post on Rose Street on land of Amanda Straw and Edith Bratton; thence along said land in a Northeasterly direction eighty-six (86) feet to a post on private alley; thence along said private alley in a Southeasterly direction twenty-one (21) feet to a post on line of Mrs. Dove Bratton; thence along said land in Southwesterly direction eighty-six (86) feet to a post on Rose Street; thence along said Rose Street in a Northwesterly direction twenty-one (21) feet to post or place of beginning.

THE THIRD THEREOF: BEGINNING twenty-six (26) feet from West corner at alley; thence fifty (50) feet front on Rose Street to a property of Amanda Straw and Edith Bratton; thence along said property eighty-six (86) feet to a private alley; thence along private alley in a Southeasterly direction fifty (50) feet to property of A. E. Kanarr; thence along property of A. E. Kanarr eighty-six (86) feet to place of beginning. Being parts of Lots Nos. 129 and 130 in the plan of Irvona Borough.

EXCEPTING AND RESERVING from all the above-described lots, all reservations and exceptions as contained in the chain of title.

BEING identified by Clearfield County Assessment Map. No. 11-H16-353-152.

BEING the same premises title to which became vested in Mortgagor herein by deed intended to be recorded just prior to the recording of this Mortgage.

END

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Notice of Sheriff's Sale was hereby served by depositing same within the custody of the United States Postal Service, First Class, postage prepaid, on the 21st day of August, 2002, addressed to the following:

James R. Huff, II, Esq.
Sullivan, Forr, Stokan & Huff
1701 Fifth Avenue
Altoona, PA 16602

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

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

AUG 22 2002
m/10/2002
William A. Shaw
Prothonotary

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

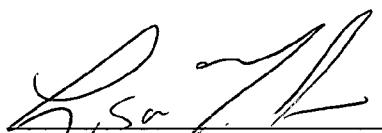
MANUFACTURERS & TRADERS :
TRUST COMPANY, Successor in :
interest to MID-STATE BANK AND : NO. 01-821-CD
TRUST COMPANY, :
: Plaintiff :
: vs. :
: DONNA HINSCH, individually and :
t/d/b/a THE TICK TOCK SPORTS :
TAVERN, :
: Defendant :

ENTRY OF APPEARANCE

TO: CLEARFIELD COUNTY PROTHONOTARY

Please enter the appearance of Lisa M. Swope, Esquire, of the law firm of Neugebauer, Swope & Swope, on behalf of Manufacturers & Traders Trust Company, Plaintiff in the above-captioned matter.

Respectfully submitted,



Lisa M. Swope, Esquire
Neugebauer, Swope & Swope
219 South Center Street
P.O. Box 270
Ebensburg, PA 15931
(814) 472-7151
PA I.D. # 77003

FILED

APR 10 2003

William A. Shaw
Prothonotary

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

MANUFACTURERS & TRADERS :
TRUST COMPANY, Successor in :
interest to MID-STATE BANK AND : NO. 01-821-CD
TRUST COMPANY, :
Plaintiff :
vs. :
DONNA HINSCH, individually and :
t/d/b/a THE TICK TOCK SPORTS :
TAVERN, :
Defendant :
.

CERTIFICATE OF SERVICE

I, Lisa M. Swope, Esquire, hereby certify that on this 9th day of April, 2003, a copy of the foregoing Entry of Appearance was sent by regular U.S. mail, postage prepaid to the following parties:

James R. Huff, II Esquire
1701 Fifth Avenue
Altoona, PA 16602-2319

Alfred Jones, Jr., Esquire
300 S. Allen Street, Suite 300
State College, PA 16801-4841



Lisa M. Swope, Esquire
Neugebauer, Swope & Swope
219 South Center Street
P.O. Box 270
Ebensburg, PA 15931
(814) 472-7151
PA I.D. # 77003

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

MANUFACTURERS & TRADERS :
TRUST COMPANY, Successor in :
interest to MID-STATE BANK AND :
TRUST COMPANY, : NO. 01-821-CD
Plaintiff :
vs. :
DONNA HINSCH, individually and :
t/d/b/a THE TICK TOCK SPORTS :
TAVERN, :
Defendant :
:

PRAECIPE TO RE-ISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please re-issue the writ of execution in the above-captioned matter, make five copies, and direct the documents to the Sheriff of Clearfield County.

NEUGEBAUER, SWOPE & SWOPE

By:


Lisa M. Swope, Esquire
Attorney for Plaintiff
219 S. Center Street, Law Building
P.O. Box 270
Ebensburg, PA 15931
(814) 472-7151
Pa. I. D. No. 77003

FILED

APR 15 2003

m (12:20/ my
William A. Shaw
Prothonotary
no C/cu

6 Preissner Writs T6
SHTENPL

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS & TRADERS)
TRUST COMPANY, Successor in)
interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff,) Civil Action No. 01-821-CD
)
v.)
)
DONNA HINSCH, individually)
and t/d/b/a THE TICK TOCK)
SPORTS TAVERN,)
Defendant.)

WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Kindly withdraw my appearance as attorney in the above-captioned matter on behalf of the Plaintiff.

Respectfully submitted,

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

By: 

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

Dated 4-24-03

FILED

APR 28 2003

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS & TRADERS)
TRUST COMPANY, Successor in)
interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff,) Civil Action No. 01-821-CD
)
v.)
DONNA HINSCH, individually)
and t/d/b/a THE TICK TOCK)
SPORTS TAVERN,)
Defendant.)

CERTIFICATE OF SERVICE

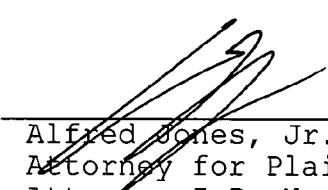
I hereby certify that a true and correct copy of the
Withdrawal of Appearance was served by depositing the same within
the custody of the United States Postal Service, first class,
postage prepaid, on 4-24, 2003, addressed to:

James R. Huff, II, Esquire
1701 Fifth Avenue
Altoona, PA 16602-2319

Lisa M. Swope, Esquire
Neugebauer, Swope & Swope
219 South Center Street
P.O. Box 270
Ebensburg, PA 15931

Respectfully submitted,

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

By: 

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

Dated 4-24-03

FILED

NO
CC
M 11-29-03
APR 28 2003
FEB

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12803

MANUFACTURERS AND TRADERS TRUST CO. ET AL

01-821-CD

VS.

HINSCH, DONNA

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JULY 30, 2002 @ 8:55 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF SEPTEMBER 6, 2002 WAS SET.

NOW, JULY 30, 2002 @ 8:55 P.M. O'CLOCK SERVED DONNA HINSCH, DEFENDANT, AT HER PLACE OF EMPLOYMENT, 135 NORTH ROSE STREET, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA 16656, BY HANDING TO DONNA HINSCH, DEFENDANT, A TRUE AND ATTESTED COPY OF AN ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 30, 2002 @ 8:55 P.M. O'CLOCK SERVED THE TICK TOCK SPORTS TAVERN, DEFENDANT, BY HANDING TO DONNA HINSCH, OWNER/DEFENDANT, AT HER PLACE OF EMPLOYMENT, 135 NORTH ROSE STREET, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, 16656 BY HANDING TO DONNA HINSCH, OWNER/DEFENDANT, A TRUE AND ATTESTED COPY OF AN ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND MAKING KNOWN TO THE THE CONTENTS THEREOF.

SEPTEMBER 5, 2002 RECEIVED LETTER FROM DEFENDANT ATTORNEY INFORMING US THE DEFENDANTS HAD FILED BANKRUPTCY.

SEPTEMBER 6, 2002 ALFRED JONES, JR. ESQ. WAS INFORMED PRIOR TO SHERIFF SALE OF THE BANKRUPTCY. WAS INFORMED AT THAT TIME TO CONTINUE SALE WOULD GET FURTHER INSTRUCTIONS FROM HIS OFFICE.

FILED
0 11:29 AM
MAY 05 2003
E
GPD

**William A. Shaw
Prothonotary**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12803

MANUFACTURERS AND TRADERS TRUST CO. ET AL

01-821-CD

VS.

HINSCH, DONNA

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 15, 2003 RECEIVED A RE-ISSUED WRIT FROM ANOTHER ATTORNEY.

NOW, APRIL 28, 2003 ATTORNEY ALFRED JONES WITHDREW AS COUNSEL FOR THE PLAINTIFF.

NOW, MAY 5, 2003 RETURN WRIT AS NO SALE HELD. THERE WAS A CHANGE IN LEGAL COUNSEL AND A RE-ISSUED WRIT.

SHERIFF HAWKINS \$234.91

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

____ Day Of _____ 2003

So Answers,

Chester Hawkins
Sgt. Captain Butcher-Aughenbaugh
Chester A. Hawkins
Sheriff

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

WRIT OF EXECUTION

NOTICE

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

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

If you have an exemption, you should do the following promptly:

1. Fill out the attached claim for and demand for a prompt hearing.
2. Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

David S. Maholick, Court Administrator
Clearfield County Courthouse
P.O. Box 521
Clearfield, PA 16823
(814) 765-2641 Ext. 5982

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

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

(a) I desire that my \$300 statutory exemption be:

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

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

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

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

(a) my \$300 statutory exemption:

in cash;
 in kind (specify property):

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

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

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

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4909 relating to unsworn falsification to authorities.

Date: _____

(Defendant)

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

CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16823
Telephone Number - (814) 765-2641, Ext 5986

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against
Donna Hinsch, individually and t/d/b/a The Tick Tock Sports
Tavern, Defendant 135 North Rose Street, Irvona, Clearfield
County, Pennsylvania;

1. You are directed to levy upon the property of the
Defendant and to sell her interest therein as follows:

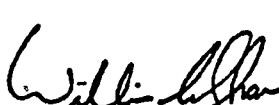
(specifically describe property)

3. If property of the Defendant not levied upon and
subject to attachment is found in the possession of anyone other
than the named Defendant you are directed to notify him that he
has been added as a Garnishee and is enjoined as above stated.

Amount Due	\$ 83,029.92
Attorney's Commission	\$ _____
Interest From 6-6-02	\$ _____
TOTAL	\$ 83,029.92
PROTHONOTARY COSTS:	\$ 156.76

plus costs,
interest, expenses,
and unpaid taxes

Date: 6/10/02


Prothonotary, Court of Common Pleas of
Clearfield County, PA

Received 6/10/02 @ 11:30 a.m.

Chester A. Hawkins

By: _____

by Amitha Butler-Aughenbaugh

Deputy

EXHIBIT A

ALL those certain tracts of land situate in the Borough of Irvona, Clearfield County and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point which is corner formed by the intersection of Pine and White Streets and the parcel hereby conveyed; thence by line of White Street in a Northwesterly direction for a distance of eighty-six (86) feet to a private alley; thence in a Northwesterly direction along said alley West twenty-nine (29) feet to a post on land of J. W. Stewart; thence in a Southwesterly direction along the line of J. W. Stewart eighty-six (86) feet to Rose Street; thence along Rose Street in a Southeasterly direction of twenty-nine (29) feet to the place of beginning. Being parts of Lots 129 and 130 in the plan of Irvona Borough.

THE SECOND THEREOF: BEGINNING at a post on Rose Street on land of Amanda Straw and Edith Bratton; thence along said land in a Northeasterly direction eighty-six (86) feet to a post on private alley; thence along said private alley in a Southeasterly direction twenty-one (21) feet to a post on line of Mrs. Dove Bratton; thence along said land in Southwesterly direction eighty-six (86) feet to a post on Rose Street; thence along said Rose Street in a Northwesterly direction twenty-one (21) feet to post or place of beginning.

THE THIRD THEREOF: BEGINNING twenty-six (26) feet from West corner at alley; thence fifty (50) feet front on Rose Street to a property of Amanda Straw and Edith Bratton; thence along said property eighty-six (86) feet to a private alley; thence along private alley in a Southeasterly direction fifty (50) feet to property of A. E. Kanarr; thence along property of A. E. Kanarr eighty-six (86) feet to place of beginning. Being parts of Lots Nos. 129 and 130 in the plan of Irvona Borough.

EXCEPTING AND RESERVING from all the above-described lots, all reservations and exceptions as contained in the chain of title.

BEING identified by Clearfield County Assessment Map. No. 11-H16-353-152.

BEING the same premises title to which became vested in Mortgagor herein by deed intended to be recorded just prior to the recording of this Mortgage.

END

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME HINSCH NO. 01-821-CD

NOW, , 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 day of 2002, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of appropriations, viz:

SHERIFF COSTS:

DEBIT & INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	83,029.92
SERVICE	15.00	INTEREST FROM 6/6/02	
MILEAGE	17.55	TO BE ADDED	
LEVY	15.00		
MILEAGE	17.55	TOTAL DEBT & INTEREST	83,029.92
POSTING	15.00		
CSDS	10.00		
COMMISSION 2%		COSTS:	
POSTAGE	4.81	ATTORNEY FEES	
HANDBILLS	15.00	PROTH. SATISFACTION	
DISTRIBUTION	25.00	ADVERTISING	420.84
ADVERTISING	15.00	LATE CHARGES & FEES	
ADD'L SERVICE	15.00	TAXES - collector	
DEED		TAXES - tax claim	
ADD'L POSTING	30.00	DUE	
ADD'L MILEAGE		COST OF SUIT - TO BE ADDED	
ADD'L LEVY		LIEN SEARCH	100.00
BID AMOUNT		FORCLOSURE FEES/ESCROW DEFICIT	
RETURNS/DEPUTIZE		ACKNOWLEDGEMENT	
COPIES/BILLING	15.00	DEED COSTS	
	5.00	ATTORNEY COMMISSION	
BILLING/PHONE/FAX	5.00	SHERIFF COSTS	234.91
TOTAL SHERIFF		LEGAL JOURNAL AD	198.00
COSTS	234.91	REFUND OF ADVANCE	
		REFUND OF SURCHARGE	
		PROTHONOTARY	156.76
		MORTGAGE SEARCH	40.00
DEED COSTS:		SATISFACTION FEE	
ACKNOWLEDGEMENT		ESCROW DEFICIENCY	
REGISTER & RECORDER		MUNICIPAL LIEN	
TRANSFER TAX 2%			
TOTAL DEED		TOTAL COSTS	1,150.51
COSTS	0.00		

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

SULLIVAN, FORR, STOKAN & HUFF
ATTORNEYS AT LAW
1701 FIFTH AVENUE
ALTOONA, PA 16602-2319

JOHN F. SULLIVAN
R. THOMAS FORR, JR.
WILLIAM J. STOKAN
JAMES R. HUFF, II
SHAWN P. SULLIVAN
TIMOTHY M. SULLIVAN
DONALD J. BYRNES
MATTHEW W. LENT
BRIAN M. GRABILL

TELEPHONE:
(814) 946-4316

FAX:
(814) 946-9426

September 5, 2002

Alfred Jones, Jr. Esquire
DELAFIELD, McGEE,
JONES, & KAUFFMAN, L.L.P.
300 S. Allen Street, Suite 300
State College, PA 16801-4841

Office of the Clearfield County Sheriff
1 North Second Street, Suite 116
Clearfield, PA 16830
ATT: CYNTHIA BUTLER-AUGHENBAUGH
OFFICE MANAGER

RE: Manufacturers and Traders Trust Company vs.
Donna Hinsch, individually and t/d/b/a The Tick Tock Sports Tavern
No. 01-821-CD

Dear Attorney Jones and Ms. Butler-Aughenbaugh:

With respect to the above identified matter, I am writing to advise that we have filed a Chapter 7 bankruptcy action on behalf of Donna Hinsch in the United States Bankruptcy Court for the Western District of Pennsylvania. Accordingly, please immediately discontinue the Sheriff's Sale scheduled for September 6, 2002 at 10:00 a.m.

If you have any questions, please let me know.

Very truly yours,

SULLIVAN, FORR, STOKAN & HUFF

By: James R. Huff, II, Esquire

JRH:mak
cc: Donna Hinsch
FAX AND REGULAR MAIL

Continued to Oct 4
per Alfred
Jones

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

MANUFACTURERS & TRADERS :
TRUST COMPANY, Successor in :
interest to MID-STATE BANK AND : NO. 01-821-CD
TRUST COMPANY, :
Plaintiff :
vs. :
DONNA HINSCH, individually and :
t/d/b/a THE TICK TOCK SPORTS :
TAVERN, :
Defendant :
:

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I caused to be served upon all interested parties and/or lienholders, a true and correct copy of the Notice of Sheriff's Sale of Real Estate by mailing the same to each of them by first class United States Mail with Certificate of Mailing, on June 10, 2003, all as is evidenced by a copy of the United States Postal Service Form 3877, attached hereto and made a part hereof.

NEUGEBAUER, SWOPE & SWOPE



LISA M. SWOPE, ESQUIRE
Attorney for Plaintiff

Date: June 10, 2003

FILED

JUN 12 2003

William A. Shaw
Prothonotary

Name and
Address
of Sender

NEUGEBAUER, SWOPE & SWOPE

ATTORNEYS AT LAW
LAW BUILDING

EBENSBURG, PENNSYLVANIA 15931

Indicate type of mail

Registered

Insured

COD

Certified

Express Mail

Check appropriate block for

Registered Mail

For Merchandise

Int'l Recorded Del.

Without Postal Insurance

Postmark and Date of Receipt

Check appropriate block for

Affix stamp here if issued as

certificate of mailing or for

additional copies of this bill.

Check appropriate block for

R. R. Fee

S. D. Fee

S. H. Fee

Rest. Del. Fee

Check appropriate block for

Remarks

Line	Article Number	Name or Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee
1		Donna Hinsch, 502 Twenty-second Avenue Altoona, PA 16601	.37	.30								
2		Donna Hinsch t/d/b/a The Tick Tock Sports Tavern, 502 22nd Avenue, Altoona, PA 16601	.37	.30								
3		Manufacturers and Traders Trust Company 1331 Twelfth Avenue, Altoona, PA 16601	.37	.30								
4		Nicole L. Rowles, Box 377 Irvona, PA 16656	.37	.30								
5		Clearfield County Tax Claim Bureau, 230 East Market St., Clearfield, PA 16830	.37	.30								
6		Commonwealth of Pa., Dept. of Public Welfare P. O. Box 8016, Harrisburg, PA 16105	.37	.30								
7		Pa. Inheritance Tax Dept., Bureau of Compliance, Dept. #280946, Harrisburg, PA 17128-0946, Attn: Susan Dolack	.37	.30								
8		Domestic Relations Office, 230 East Market St., Suite 300, Clearfield, PA 16830	.37	.30								
9		Pa. Dept. of Labor and Industry, Office of Chief Counsel, 914 Penn Avenue, 6th Floor Pittsburgh, PA 15222	.37	.30								
10		Pa. Dept. of Revenue, 4th Floor, Manor Complex, 564 Forbes Avenue, Pittsburgh, PA 15219	.37	.30								
11		Clearfield County Treasurer, P. O. Box 549, Clearfield, PA 16830	.37	.30								
12		Nilla Henry, Tax Collector, Borough Building P. O. Box 247, Irvona, PA 16656	.37	.30								
Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)										
Listed by Sender												

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable on Express optional postal insurance and COD mail. See *International Mail Manual* for limitations of coverage on insured charges apply only to third and fourth class parcels.

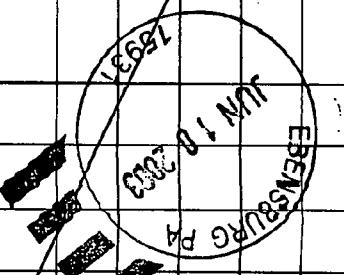
FOR ACCOUNTABLE MAIL

Name and
Address
of Sender

NEUGEBAUER, SWOPE & SWOPE
ATTORNEYS AT LAW
LAW BUILDING

EBENSBURG, PENNSYLVANIA 15931

Line No.	Article Number	Name of Addressee, Street, and Post Office Address	Indicate type of mail			Check appropriate block for Registered Mail: Insured COD Certified	Check appropriate block for Return Receipt for Merchandise Intl Recorded Del. With Postal Insurance Without Postal Insurance	Postmark and Date of Receipt			
			<input type="checkbox"/> Registered	<input type="checkbox"/> Insured	<input type="checkbox"/> COD			<input type="checkbox"/> Express Mail	<input type="checkbox"/> Act. Value (if Regis.)	<input type="checkbox"/> Insured Value	<input type="checkbox"/> Due Sender If COD
13		Borough of Irvona, Borough Building, P. O. Box 247, Irvona, PA 16656	.37	.30							
14	A	Occupant, 135 N. Rose Street Irvona, PA 16656	.37	.30							
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
Total Number of Pieces Listed by Sender		Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.					
Total Number of Pieces Received at Post Office											



FILED NO
MAY 11 2003

JUN 12 2003
REC

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14027

MANUFACTURERS & TRADERS TRUST COMPANY, SUCCESSOR IN INTER 01-821-CD

VS.

HINSCH, DONNA INDIVIDUALLY AND T/D/B/A THE TICK TOCK SPORTS TA

WRIT OF EXECUTION / REISSUED REAL ESTATE

SHERIFF RETURNS

**NOW, MAY, 21 2003 @ 9:30 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY
OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.**

A SALE DATE OF JULY 11, 2003 WAS SET.

FILED

01-821-CD
NOV 14 2003

William A. Shaw
Prothonotary/Clerk of Courts
EDS

NOW, JUNE 27, 2003 SENT DEPUTIZATION FORM TO BLAIR COUNTY.

NOW, JULY 15, 2003 @ 15:18 O'CLOCK BLAIR COUNTY SHERIFF'S DEPARTMENT
SERVED DONNA HINSCH, DEFENDANT, AT 208 WALKER DRIVE, DUNCANSVILLE,
PENNSYLVANIA, BY HANDING TO ASHLEY SHIFFLER, PERSON IN CHARGE, A TRUE
AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE,
AND COPY OF THE LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 10, 2003 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO
CONTINUE THE SHERIFF SALE SCHEDULED FOR JULY 11, 2003 TO SEPTEMBER 5,
2003.

NOW, SEPTEMBER 5, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S
ATTORNEY TO DISCONTINUE THE SHERIFF SALE.

NOW, NOVEMBER 14, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND
OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, NOVEMBER 14, 2003 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF
THE DEFENDANTS. THE PLAINTIFF'S ATTORNEY DISCONTINUED THE SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14027

MANUFACTURERS & TRADERS TRUST COMPANY, SUCCESSOR IN INTER 01-821-CD

VS.

HINSCH, DONNA INDIVIDUALLY AND T/D/B/A THE TICK TOCK SPORTS TA

WRIT OF EXECUTION / REISSUED REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$184.22

SURCHARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

14th Day Of November 2003

William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
By Cynthia Butler Aylward
Chester A. Hawkins
Sheriff

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

MANUFACTURERS AND TRADERS)
TRUST COMPANY, Successor in) No. 01-821-CD
Interest to MID-STATE BANK)
AND TRUST COMPANY,)
Plaintiff)
v.)
DONNA HINSCH, individually and)
t/d/b/a THE TICK TOCK SPORTS)
TAVERN,)
Defendant)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against Donna Hinsch, individually and t/d/b/a The Tick Tock Sports Tavern, Defendant 135 North Rose Street, Irvona, Clearfield County, Pennsylvania;

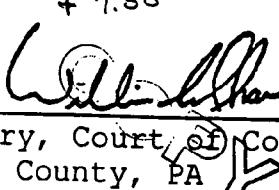
1. You are directed to levy upon the property of the Defendant and to sell her interest therein as follows:

(specifically describe property)

3. If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than the named Defendant you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated.

Amount Due	\$ 83,029.92	
Attorney's Commission	\$ _____	
Interest From 6-6-02	\$ _____	
TOTAL	\$ 83,029.92	plus costs, interest, expenses, and unpaid taxes
PROTHONOTARY COSTS:	\$ 156.76	
	+ 7.00	

Date: 6/10/02


Prothonotary, Court of Common Pleas of
Clearfield County, PA

Received 4-15-03 @ 3:45 P.M.

By: _____

Chester A. Kourkins

By Cynthia Butler Aughenbaugh

Deputy APRIL 15 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

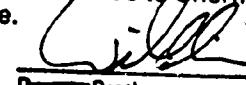

Deputy Prothonotary

EXHIBIT A

ALL those certain tracts of land situate in the Borough of Irvona, Clearfield County and Commonwealth of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a point which is corner formed by the intersection of Pine and White Streets and the parcel hereby conveyed; thence by line of White Street in a Northwesterly direction for a distance of eighty-six (86) feet to a private alley; thence in a Northwesterly direction along said alley West twenty-nine (29) feet to a post on land of J. W. Stewart; thence in a Southwesterly direction along the line of J. W. Stewart eighty-six (86) feet to Rose Street; thence along Rose Street in a Southeasterly direction of twenty-nine (29) feet to the place of beginning. Being parts of Lots 129 and 130 in the plan of Irvona Borough.

THE SECOND THEREOF: BEGINNING at a post on Rose Street on land of Amanda Straw and Edith Bratton; thence along said land in a Northeasterly direction eighty-six (86) feet to a post on private alley; thence along said private alley in a Southeasterly direction twenty-one (21) feet to a post on line of Mrs. Dove Bratton; thence along said land in Southwesterly direction eighty-six (86) feet to a post on Rose Street; thence along said Rose Street in a Northwesterly direction twenty-one (21) feet to post or place of beginning.

THE THIRD THEREOF: BEGINNING twenty-six (26) feet from West corner at alley; thence fifty (50) feet front on Rose Street to a property of Amanda Straw and Edith Bratton; thence along said property eighty-six (86) feet to a private alley; thence along private alley in a Southeasterly direction fifty (50) feet to property of A. E. Kanarr; thence along property of A. E. Kanarr eighty-six (86) feet to place of beginning. Being parts of Lots Nos. 129 and 130 in the plan of Irvona Borough.

EXCEPTING AND RESERVING from all the above-described lots, all reservations and exceptions as contained in the chain of title.

BEING identified by Clearfield County Assessment Map. No. 11-H16-353-152.

BEING the same premises title to which became vested in Mortgagor herein by deed intended to be recorded just prior to the recording of this Mortgage.

END

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME HINSCH II NO. 01-821-CD

NOW, , 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 day of 2003, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBIT & INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	83,029.92
SERVICE		INTEREST	
MILEAGE		TO BE ADDED	TO SALE DATE
LEVY	15.00	ATTORNEY FEES	
MILEAGE	19.44	PROTH. SATISFACTION	
POSTING	15.00	LATE CHARGES & FEES	
CSDS	10.00	COST OF SUIT -TO BE ADDED	
COMMISSION 2%		FORECLOSURE FEES/ESCROW DEFICIT	
POSTAGE	5.78	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	20.00
DISTRIBUTION	25.00	REFUND OF SURCHARGE	
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED			
ADD'L POSTING		TOTAL DEBT & INTEREST	83,049.92
ADD'L MILEAGE			
ADD'L LEVY		COSTS:	
BID AMOUNT		ADVERTISING	429.03
RETURNS/DEPUTIZE	9.00	TAXES - collector	TO 1/04
COPIES/BILLING	15.00	TAXES - tax claim	TO NOV
	5.00	DUE	
BILLING/PHONE/FAX	5.00	LIEN SEARCH	100.00
	15.00	ACKNOWLEDGEMENT	
TOTAL SHERIFF		DEED COSTS	0.00
COSTS	184.22	SHERIFF COSTS	184.22
DEED COSTS:		LEGAL JOURNAL AD	180.00
ACKNOWLEDGEMENT		PROTHONOTARY	163.76
REGISTER & RECORDER		MORTGAGE SEARCH	40.00
TRANSFER TAX 2%		MUNICIPAL LIEN	
TOTAL DEED		TOTAL COSTS	1,097.01
COSTS	0.00		

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



Sheriff's Office
Clearfield County

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

CHESTER A. HAWKINS
SHERIFF

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

**ROBERT SNYDER
CHIEF DEPUTY**

**CYNTHIA AUGHENBAUGH
OFFICE MANAGER**

MARILYN HAMM
DEPT. CLERK

**PETER F. SMITH
SOLICITOR**

DÉPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS & TRADERS TRUST COMPANY TERM & NO. 01-821-CD
SUCCESSOR IN INTEREST TO MID-STATE BANK AND
TRUST COMPANY

VS

DOCUMENT TO BE SERVED:

WRT OF EXEC
NOTICE OF SALE
COPY OF LEVY

SERVE BY:

ASAP

MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE

SERVE: DONNA HINSCH

ADDRESS: 502 TWENTY-SECOND AVENUE, ALTOONA, PA 16601

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 BLAIR COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this

27 Day of JUNE 2003.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

DATE RECEIVED

DATE PROCESSED

P-60
8
VLandlord
Moved - 695-4165 Sherleen

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA. 16648SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

1. PLAINTIFF(S)

M&T Trust Co

3. DEFENDANT(S)

Donna Hinish

SERVE



AT

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

Donna Hinish - 208 Walker Ln. Danville PA

PA

7. INDICATE UNUSUAL SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REGISTERED MAIL POSTED OTHER

NOW, _____, I, SHERIFF OF BLAIR COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

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

9. SIGNATURE of ATTORNEY, or other ORIGINATOR requesting service on behalf of:

Deputized by Clearfield Co.

 PLAINTIFF DEFENDANT

10. TELEPHONE NUMBER

11. DATE

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

12. I acknowledge receipt of the writ or complaint as indicated above.

13. Date Received

7-1-03

14. Expiration/Hearing date

ASAP

15. I hereby CERTIFY and RETURN that I have personally served, have served person in charge, have legal evidence of service as shown in "Remarks" (on reverse) have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing or Posting a TRUE and ATTESTED COPY thereof.16. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

Ashley Shiffner

18. A person of suitable age and discretion then residing in the defendant's usual place of abode.

Read Order

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

20. Date of Service

21. Time

7/15/03 1518

Same

22. ATTEMPTS	Date	Miles	Dep. Int.												
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23. Advance Costs	24.	25.	26.	27. Total Costs	28. COST DUE OR REFUND
150.00 Rec	# 107850	Sh	21.00	30 + 2.00	23.00

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

21st

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Hemmington McKendree

Signature of Sheriff

Date

7-15-03

Date

NOTARY PRACTICAL Seal
Carol Greco, Notary Public
Hollidaysburg Boro, Blair CountyMY COMMISSION EXPIRES: My Commission Expires 07/01/2007
I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED ISSUING ADMONITION AND TITLE
Member, Pennsylvania Association of Notaries

39. Date Received

NEUGEBAUER, SWOPE & SWOPE
ATTORNEYS AT LAW

GERALD P. NEUGEBAUER, JR.
THOMAS A. SWOPE III
LISA M. SWOPE

LAW BUILDING
219 SOUTH CENTER STREET
P.O. BOX 270
EBENSBURG, PA 15931
(814) 472-7151
FACSIMILE (814) 472-4555

THOMAS A. SWOPE (1897-1977)

July 8, 2003

Office of the Sheriff
Clearfield County Courthouse
One North Second Street, Suite 116
Clearfield, PA 16830

Attn: Cindy
Re: M & T Bank vs. Donna Hinsch
No. 01-821-CD

Dear Cindy:

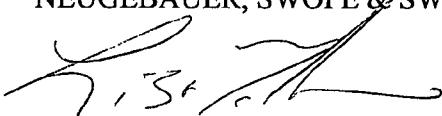
We understand that through no fault of our own, the sale in the above matter scheduled for July 11, 2003 must be continued, due to the fact that the Blair County Sheriff has failed to timely serve the Defendant. So that we have a legal sale, we have no objection to the same being continued to September 5, 2003.

For your records, the current address of the Defendant is 208 Walker Drive, Duncansville, PA 16635.

Thank you for your attention.

Very truly yours,

NEUGEBAUER, SWOPE & SWOPE



Lisa M. Swope, Esquire

Received
7-10-03

LMS/klw
cc: M & T Bank

NEUGEBAUER, SWOPE & SWOPE

ATTORNEYS AT LAW

GERALD P. NEUGEBAUER, JR.
THOMAS A. SWOPE III
LISA M. SWOPE

LAW BUILDING
219 SOUTH CENTER STREET
P.O. BOX 270
EBENSBURG, PA 15931
(814) 472-7151
FACSIMILE (814) 472-4555

THOMAS A. SWOPE (1897-1877)

FACSIMILE COVER PAGE

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS CONFIDENTIAL ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND RETURN THE ORIGINAL TRANSMISSION TO US.

DATE: September 5, 2003 TIME: _____

NUMBER OF PAGES INCLUDING COVER PAGE: one

TO: Cindy, Clearfield County Sheriff's Office

FROM: Lisa M. Swope, Esquire

FAX NUMBER: 765-5915

Re: M & T Bank vs. Donna Hinsch
01-821-CD

Dear Cindy:

As per our discussion, on behalf of M & T Bank, please discontinue the Sheriff's Sale in the above-referenced matter. Thank you.

not enough equity to continue with sale per Kathy

PLEASE CONTACT Kathy AT (814) 472-7151 IF LESS THAN THE TOTAL NUMBER OF PAGES ARE RECEIVED, OR IF TRANSMISSION ERROR OCCURS.

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

ATTORNEYS AT LAW

300 SOUTH ALLEN STREET, SUITE 300
STATE COLLEGE, PA 16801-4841

7099 3400 0012 4569 3552

NICHOL 8/2/02

95991

0000

MS. T. 1. 1. VOL. 1. 1854. 10

CFR FILED MAIL
RETURN RECEIPT REQUESTED

POSTAGE PAID
COLLEGE, PA
16001 02
AMOUNT
\$4.00
0000436