

01-821-CD  
MANUFACTURERS AND TRADERS -vs- DONNA HINSCH etal  
TRUST COMPANY 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.

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

No. 01. 821. 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 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.

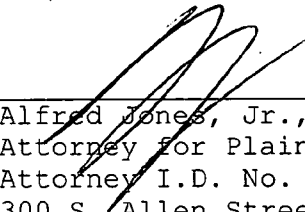
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF  
YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE  
THIS OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL  
HELP.

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

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

Date: 10-23-2001

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.

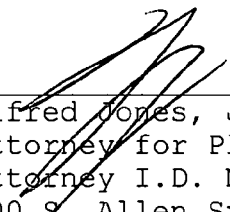
WHEREFORE, Manufacturers and Traders Trust Company, Successor in Interest to Mid-State Bank and Trust Company

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

U.S. Small Business Administration

OMB Approval No. 3245-

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

EXHIBIT "A"

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 appraisal 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.

**CONFESSION 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

X Donna Hinsch (SEAL)  
Donna Hinsch

Signed, acknowledged and delivered in the presence of:

X [Signature]  
Witness

X [Signature]  
Witness

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

Dated 12/31/98

[Signature]  
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

Irvona, 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

MAY 30 2001

*[Signature]*  
William A. Shaw  
Prothonotary

*pm 12:51/64th*  
*one*  
*DE \$80.00*

*1cc Shaw*

**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**

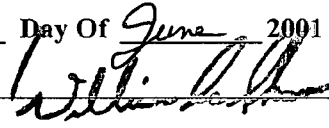
NOW JUNE 8, 2001 AT 11:30 AM DST SERVED THE WITHIN COMPLAINT ON  
DONNA HINSCH IND. & T/D/B/A THE TICK TOCK SPORTS TAVERN, DEFENDANT  
AT EMPLOYMENT, 135 NORTH ROSE ST., IRVONA, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO NICOLE VERESHACK, PIC, A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT 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  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

So Answers,

  
Chester A. Hawkins  
Sheriff

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

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

Plaintiff

vs.

DONNA HINSCH, Individually  
and t/d/b/a THE TICK TOCK  
SPORTS TAVERN,  
Defendant

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

: CIVIL ACTION LAW

: NO. 01-821-CD

: MORTGAGE FORECLOSURE ACTION

: JURY TRIAL DEMANDED

:

**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 11135am noc  
William A. Shaw  
Prothonotary 

**SULLIVAN, FORR, STOKAN & HUFF,**

BY:

  
James R. Huff, II, Esquire  
Attorneys for Defendant

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

Plaintiff

vs.

DONNA HINSCH, Individually  
and t/d/b/a THE TICK TOCK  
SPORTS TAVERN,  
Defendant

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

: CIVIL ACTION LAW

: NO. 01-821-CD

: MORTGAGE FORECLOSURE ACTION

: JURY TRIAL DEMANDED

:

**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**

JUL 06 2001

William A. Shaw  
Prothonotary



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.

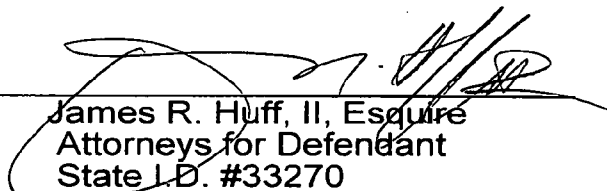
**WHEREFORE**, Defendant, Donna Hinsch, individually and t/d/b/a Tick Tock Sports Tavern, respectfully requests that Plaintiff's Complaint be dismissed with prejudice.

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.

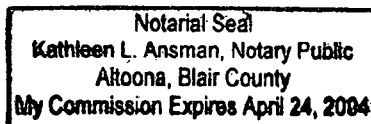
COUNTY OF BLAIR :

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 28<sup>th</sup> Day of June A.D., 2001.

*Kathleen L. Anzman*



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	( ) Jury (X) Non-Jury	
Date Complaint Filed:	( ) Arbitration	<u>1/2</u> 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

( )

**ADDITIONAL DEFENDANT(S)**

( )

Check Block if  
a Minor is a  
Party to the  
Case

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, II, 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-

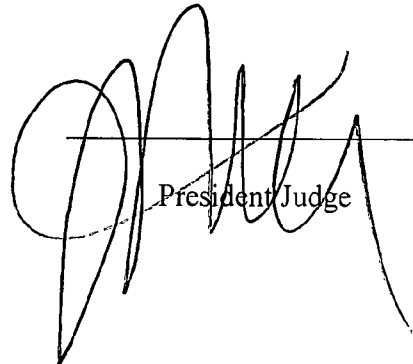
No. 01 - 821 - CD

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

**PRE-TRIAL ORDER**

NOW, this 9<sup>th</sup> 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 AMY JONES



ATTN 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 Huff  
2 cc to Atty Jones. (Alfred)  
EWS

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 *WAS*

**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.

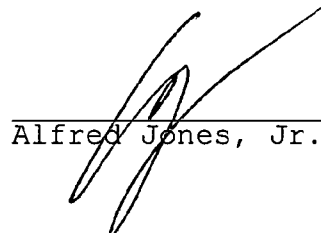
4. On July 31, 2002, he did serve American Roofing, Inc., a creditor, by sending regular mail with a Certificate of Mailing postmarked July 31, 2002, to the creditor at its last known address, a true and correct copy of Notice of Sheriff's Sale.

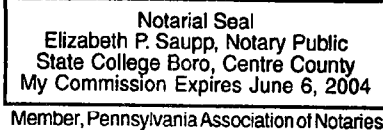
5. On July 31, 2002, he did serve the Clearfield County Tax Claim Bureau, a creditor, by sending regular mail with a Certificate of Mailing postmarked July 31, 2002, to the creditor at its last known address, a true and correct copy of Notice of Sheriff's Sale.

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 21<sup>st</sup> day  
of August, 2002.

  
Notary Public

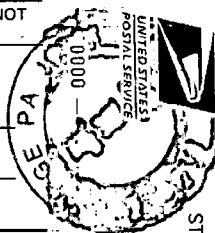
  
Alfred Jones, Jr., Esq.



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



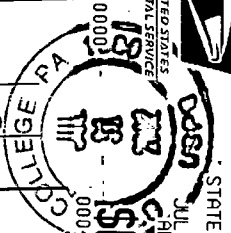
U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
JUL 31 '80  
AMOUNT  
\$0.90  
000-43697-03

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 1469  
Altoona, PA 16601



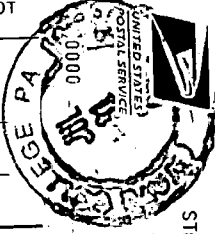
U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
JUL 31 '80  
AMOUNT  
\$0.90  
000-43697-03

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  
Iriona, PA 16658



U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
16801  
JUL 31 '80  
AMOUNT  
\$0.90  
000-43697-03

PS Form 3817, Mar. 1989

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, Irvona, 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, Irvona, 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

*on 11/16/11 at 7:00 pm*  
William A. Shaw  
Prothonotary

*6 werts shaw*  
*WAS*

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, 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,
PROTHONOTARY COSTS:	\$ 156.76	and unpaid taxes
	+ 7.00	

Date: 4/10/02

William L. Latta  
Prothonotary, Court of Common Pleas of  
Clearfield County, PA

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

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

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 21<sup>st</sup> 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/1058/120CC  
William A. Shaw  
Prothonotary *WAS*

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,

Dated: April 9, 2003



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,

Plaintiff

vs.

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

Defendant

NO. 01-821-CD

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(12:20/11)  
William A. Shaw  
Prothonotary  
NO CLERK

6 REISSUED WRITS TO  
SHERIFF

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

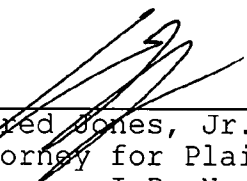
I hereby certify that a true and correct copy of the  
Withdrawal of Appearance was served by depositing the same within  
the custody of the United States Postal Service, first class,  
postage prepaid, on 4-24, 2003, addressed to:

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 AM  
APR 28 2003  
KED

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 COOPY OF THE LVEY AND MAKING KNOWN TO THE THE CONTENSTS 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 BIA

MAY 05 2003

2  
BIA

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 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	plus costs,
		interest, expenses,
PROTHONOTARY COSTS:	\$ 156.76	and unpaid taxes

Date: 6/10/02

William L. Lister  
Prothonotary, Court of Common Pleas of  
Clearfield County, PA

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

Received 6/10/02 @ 11:30 A.M.

Chester A. Hawkins

by Cynthia Butler-Aughenbaugh

## 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 \_\_\_\_\_ and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	17.55
LEVY	15.00
MILEAGE	17.55
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.81
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	30.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>234.91</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>0.00</b>

**DEBIT & INTEREST:**

DEBT-AMOUNT DUE	83,029.92
INTEREST FROM 6/6/02	
TO BE ADDED	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>83,029.92</b>

**COSTS:**

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	420.84
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	234.91
LEGAL JOURNAL AD	198.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	156.76
MORTGAGE SEARCH	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>1,150.51</b>
--------------------	-----------------

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

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 N. 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  
TRUST COMPANY,

Plaintiff

vs.

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

Defendant

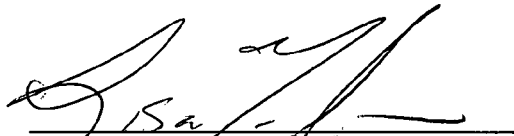
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**CERTIFICATE OF SERVICE**

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

Date: June 10, 2003



LISA M. SWOPE, ESQUIRE  
Attorney for Plaintiff

**FILED**

JUN 12 2003

William A. Shaw  
Prothonotary

# NEUGEBAUER, SWOPE & SWOPE

ATTORNEYS AT LAW

Name and Address of Sender

LAW BUILDING  
EBENSBURG, PENNSYLVANIA 15931

Article Number

Name of Addressee, Street, and Post Office Address

Indicate type of mail  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified  
☐ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

Check appropriate block for  
☐ Registered Mail:  
☐ With Postal Insurance  
☐ Without Postal Insurance

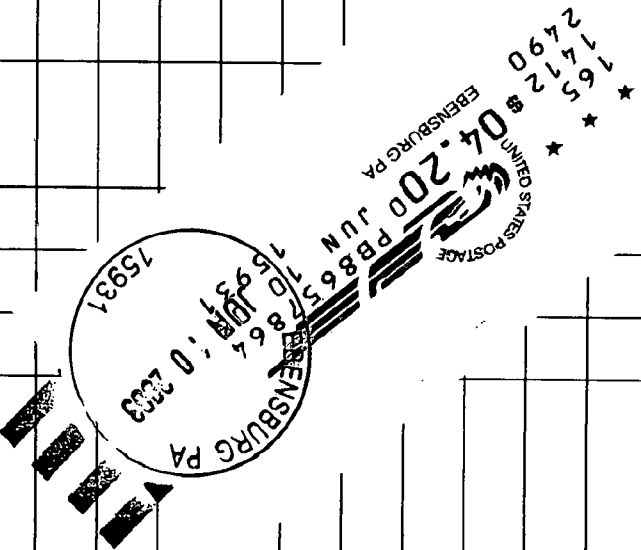
Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

Postmark and Date of Receipt

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee	Remarks
1		Donna Hirsch, 502 Twenty-second Avenue Altoona, PA 16601	.37	.30									
2		Donna Hirsch 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. Kowles, 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		Nita Henry, Tax Collector, Borough Building P. O. Box 247, Irvona, PA 16656	.37	.30									
Total Number of Pieces Listed by Sender			Total Number of Pieces Received at Post Office		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 R500, 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.						

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen





# NEUGEBAUER, SWOPE & SWOPE

ATTORNEYS AT LAW

LAW BUILDING

EBENSBURG, PENNSYLVANIA 15931

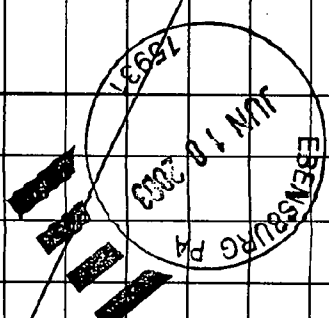
Indicate type of mail  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified  
☐ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

Check appropriate block for  
☐ Registered Mail  
☐ With Postal Insurance  
☐ Without Postal Insurance

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

Postmark and Date of Receipt

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee	Remarks
1/3		Borough of Irvona, Borough Building, P. O. Box 247, Irvona, PA 16656	.37	.30									
1/4		Occupant, 135 N. Rose Street Irvona, PA 16656	.37	.30									
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	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/1900, 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.								



For Accountable Mail

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

Handwritten mark or signature in the top right corner.

FILED

m/11/20/2003  
JUN 12 2003

Handwritten initials or signature.

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**

012-10-301  
NOV 14 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

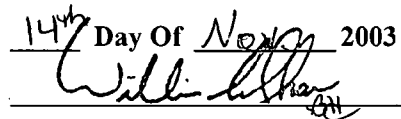
SHERIFF RETURNS

SHERIFF HAWKINS \$184.22

SURCHARGE \$20.00

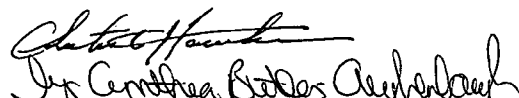
PAID BY ATTORNEY

Sworn to Before Me This

14<sup>th</sup> Day Of Nov 2003  


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

So Answers,

  
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,
PROTHONOTARY COSTS:	\$ 156.76	interest, expenses,
	+ 7.00	and unpaid taxes

Date: 4/10/02

William L. Shaffer  
Prothonotary, Court of Common Pleas of  
Clearfield County, PA

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

Deputy April 15 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. William L. Shaffer  
Deputy Prothonotary

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

Chester A. Stauffer

By Cynthia Butler-Aughenbaugh

## 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 \_\_\_\_\_ and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	
MILEAGE	
LEVY	15.00
MILEAGE	19.44
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	5.78
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
	15.00
<b>TOTAL SHERIFF COSTS</b>	<b>184.22</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>0.00</b>

**PLAINTIFF COSTS, DEBIT & INTEREST:**

DEBT-AMOUNT DUE	83,029.92
INTEREST	
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	20.00
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	

**TOTAL DEBT & INTEREST 83,049.92**

**COSTS:**

ADVERTISING	429.03
TAXES - collector	TO 1/04
TAXES - tax claim	TO NOV
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	184.22
LEGAL JOURNAL AD	180.00
PROTHONOTARY	163.76
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS 1,097.01**

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

CHESTER A. HAWKINS, Sheriff



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

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

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MANUFACTURERS & TRADERS TRUST COMPANY  
SUCCESSOR IN INTEREST TO MID-STATE BANK AND  
TRUST COMPANY

VS

TERM & NO. 01-821-CD

DOCUMENT TO BE SERVED:

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

WRIT OF EXECUTION  
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

# SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA  
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

## SHERIFF 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 / <i>M &amp; T Trust Co.</i>	2. COURT NUMBER <i>01-821-CD / 60668T</i>
3. DEFENDANT / S / <i>Donna Hinrich</i>	4. TYPE OF WRIT OR COMPLAINT <i>Writ / Notice / Copy</i>
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. <i>Donna Hinrich - 208 Walker Dr. Danversville PA</i>	
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) <i>502 22nd Avenue Altoona PA 16601</i>	

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

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

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: <i>Deputized by Clearfield Co.</i>	10. TELEPHONE NUMBER	11. DATE
<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT		

## 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.	SIGNATURE <i>B. Schreiber</i>	13. Date Received <i>7-1-03</i>	14. Expiration/Hearing date <i>ASAP</i>
15. I hereby CERTIFY and RETURN that I <input type="checkbox"/> have personally served, <input checked="" type="checkbox"/> have served person in charge, <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> 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 in/gor Posting a TRUE and ATTESTED COPY thereof.			
16. <input type="checkbox"/> 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 <i>Ashley Shiffler</i>	18. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>		Read Order <input type="checkbox"/>
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) <i>Same</i>	20. Date of Service <i>7/15/03</i>	21. Time <i>1518</i>	
22. ATTEMPTS	Date	Miles	Dep. Int.
23. Advance Costs <i>150.00 Rec</i>	24. # <i>107850</i>	25. <i>21.00</i>	26. <i>2.00</i>
27. Total Costs <i>23.00</i>		28. COST DUE OR REFUND <i>127.00</i>	

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

*21st*  
*July, 2003*  
*Carol Grieco*

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

*Hemmingway / McKendree*  
Signature of Sheriff

Date

*7-15-03*  
Date

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES  
I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
OF AUTHORIZED ISSUING AGENCY AND TITLE

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:

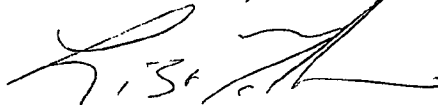
We understand that through no fault of our own, the sale in the above matter scheduled for July 11, 2003 must be continued, due to the fact that the Blair County Sheriff has failed to timely serve the Defendant. So that we have a legal sale, we have no objection to the same being continued to September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

LMS/klw  
cc: M & T Bank

Received  
7-10-03

## NEUGEBAUER, SWOPE &amp; 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 15031

THOMAS A. SWOPE (1807-1877)

(814) 472-7151  
FACSIMILE (814) 472-4555

## 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: oneTO: Cindy, Clearfield County Sheriff's OfficeFROM: Lisa M. Swope, EsquireFAX 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

**CERTIFIED MAIL**



7099 3400 0012 4569 3552

8/9  
8/17

Noted

8/2/07

166556

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

MS. DONNA HINSCH INDIVIDUALLY AND

☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
UNABLE TO RETURN

OTHER

**RTS**  
RETURN TO SENDER

U.S. POSTAGE  
PAID  
STATE COLLEGE, PA  
JUL 31 2002  
AMOUNT  
\$4.70  
000436

