

01-1449-CD
CSB BANK -vs- A & R SUPPLY, INC. et al

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

CSB BANK, Plaintiff
vs.
A & R Supply Incorporated, A Close Corporation; BOBBY G. HAWKINS, and JOAN C. HAWKINS, Defendants

File No. 01-1449 -CD
Type of Case: Civil
Type of Pleading: Complaint
Filed on behalf of: Plaintiff
Counsel of Record for this Party:
Andrew P. Gates, Esquire
Supreme Court No.: 36604
GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED

SEP 05 2001

William A. Shaw
Prothonotary

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

CSB BANK, :
Plaintiff :
: :
vs. : No. 01- -CD
: :
A & R Supply Incorporated, A Close :
Corporation; BOBBY G. HAWKINS, and :
JOAN C. HAWKINS, :
Defendants :
:

COMPLAINT

Plaintiff files this Complaint pursuant to Pa. R.C.P. No. 2951(b) for judgment by confession and avers the following:

1. Plaintiff, CSB BANK, is a state banking institution, organized and existing under the laws of the Commonwealth of Pennsylvania, which has its main office at 434 State Street, P. O. Box 29, Curwensville, Pennsylvania, 16833.

2. Defendant, A & R Supply Incorporated, A Close Corporation, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania having an office and primary place of business situate at Route 879 East, Lawrence Township, Clearfield County, Pennsylvania, with a mailing address of P. O. Box 1047, Clearfield, Pennsylvania 16830.

3. Defendants, BOBBY G. HAWKINS and JOAN C. HAWKINS, husband and wife, are adult individuals residing at Box 7, Dorthea Street, Houtzdale, Pennsylvania 16651.

4. Attached as Exhibit "A" is a true and correct copy of a Demand Grid Note Note dated April 23, 1997 between

Plaintiff, CSB BANK, and Defendant, A & R Supply Incorporated, A Close Corporation, in the principal amount of \$40,000.00.

5. Attached as Exhibit "B" is a true and correct copy of a Promissory Note, dated April 23, 1997, between Plaintiff, CSB Bank and Defendants, A&R Supply Incorporated, A Close Corporation, regarding the same transaction and which sets forth that the \$40,000.00 borrowed by said Defendants to be repaid in 59 monthly payments of \$1,000.00, including principal and interest, beginning on June 10, 1997 until a final balloon payment was to be made of any remaining principal and interest.

6. Attached as Exhibit "C" is a true and correct copy of a Guaranty Agreement, dated April 23, 1997, between Plaintiff, CSB BANK, and Defendants, BOBBY G. HAWKINS and JOAN C. HAWKINS, (therein identified as the "Guarantors") wherein said Defendants unconditionally guaranteed the \$40,000.00 loan referred in Paragraph 4 and 5 hereof, upon the terms contained therein.

7. The judgments to be entered hereunder by confession are not being entered against the Defendants, A & R Supply Incorporated, A Close Corporation, BOBBY G. HAWKINS and JOAN C. HAWKINS, in connection with a consumer credit transaction.

8. Neither the Demand Grid Note of April 23, 1997, nor the Promissory Note of April 23, 1997, nor the Guaranty

Agreement also dated April 23, 1997 (attached hereto as Exhibits "A", "B" and "C") have been assigned by Plaintiff.

9. No judgments have ever been entered against the named Defendants in any Court of Record pursuant to the Warrant of Attorney provisions set forth in said Demand Grid Note of April 23, 1997, attached hereto as Exhibit "A", the Guaranty Agreement likewise dated April 23, 1997 and attached hereto as Exhibit "B" and the Promissory Note dated April 23, 1997 attached hereto as Exhibit "C".

10. Defendant, A & R Supply Incorporated, A Close Corporation, is in default under the terms of the Demand Grid Note of April 23, 1997 and the Promissory Note of April 23, 1997, as follows: (a) Defendant has failed to pay to Plaintiff the monthly installments of principal and interest of \$1,000.00 coming due for the months of January 2001 through August 2001; and (b) Defendant has failed to pay all amounts due as demanded in demand letters sent to Defendant on August 3, 2001, copies of which are attached hereto, collectively, as Exhibit "D".

11. Defendants, BOBBY G. HAWKINS and JOAN C. HAWKINS, his wife, are in default under the terms of the Guaranty Agreement of April 23, 1997, as follows: (a) Defendant, A & R Supply Incorporated, A Close Corporation has failed to pay to Plaintiff the monthly installments of principal and interest of \$1,000.00 coming due for the months of January 2001 through August 2001 under the terms of the

Promissory Note of April 23, 1997 and the Demand Grid Note bearing the same date; (b) Defendant, A & R Supply Incorporated, A Close Corporation, has failed to pay all amounts due as demanded in the demand letters sent to said Defendant on August 3, 2001; and (c) Defendants, BOBBY G. HAWKINS and JOAN C. HAWKINS, have failed to pay the principal and interest due Plaintiff under the terms of the Demand Grid Note of April 23, 1997 and the Promissory Note of April 23, 1997, which they unconditionally guaranteed.

12. Pursuant to the Warrant of Attorney to Confess Judgment authority set forth in said both the Demand Grid Note of April 23, 1997 and the Promissory Note of April 23, 1997, Plaintiff demands judgment be entered against Defendant, A & R Supply Incorporated, A Close Corporation for:

(a)	Principal and interest due on the Demand Grid Note of 4/23/97 and Promissory Note of 4/23/97, including interest through August 27, 2001	\$ 36,942.84
(b)	Attorney's Commission pursuant to Warrant of Attorney appearing on both instruments	\$ <u>1,000.00</u>
	TOTAL	\$ 37,942.84
(c)	Plus per diem interest from 8/27/01, \$7.9323 per day	

13. Pursuant to the Warrant of Attorney to Confess Judgment authority set forth in the Guaranty Agreement of April 23, 1997, Plaintiff demands judgment be entered against Defendants, BOBBY G. HAWKINS and JOAN C. HAWKINS, for:

(a)	Principal and interest due on the Demand Grid Note of 4/23/97 and Promissory Note of 4/23/97, including interest through August 27, 2001	\$ 36,942.84
(b)	Attorney's Commission pursuant to Warrant of Attorney appearing in Guaranty Agreement	<u>\$ 1,000.00</u>
	TOTAL	\$ 37,942.84
(c)	Plus per diem interest from 8/27/01, \$7.9323 per day	

WHEREFORE, Plaintiff, CSB Bank, demands judgment in its favor in the sum of \$37,942.84 be entered against Defendants, A & R SUPPLY Incorporated, A Close Corporation, BOBBY G. HAWKINS and JOAN C. HAWKINS, as authorized by the warrants of attorney appearing in the attached instruments, plus costs and interest per terms of Promissory Note and Demand Grid Note of April 23, 1997 at rate of \$7.9323 per day from August 27, 2001 to date judgment entered and thereafter at the statutory rate.

GATES & SEAMAN



Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: September 5, 2001

DEMAND GRID NOTE

NOTE #206589

\$ 40,000.00

Dated April 23, 1997

Debtor A & R Supply, Incorporated, A Close of P.O. Box 1047, Clearfield, PA 16830
CorporationDebtor _____ of _____
FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as Debtor below (each jointly and severally liable if more than one person and called "Debtor"), promise to pay to the order of CSB BankP.O. Box 29, Curwensville, PA 16833

("Lender")

at any of Lender's offices, the Principal sum of Forty Thousand and 00/100 Dollars in lawful money of the United States, ON DEMAND, together with accrued interest then outstanding, but until such time as demand is made by Lender, accrued interest shall be payable on the same day of each consecutive month beginning on May 30, 1997, and continuing until all of the Principal has been paid in full.

INTEREST: Interest from the date of this Note shall accrue on the unpaid Principal balance at the per annum rate of:

1. %.2. % above Lender's Base Rate, Prime Rate, which is the variable reference rate of interest announced by Lender from time to time for purposes of determining interest rates charged on loans to Lender's customers but is not necessarily Lender's lowest rate.3. 1.50 % above the Published Wall Street Journal Prime Rate which variable rate is defined as follows:Floating, changing as the Published Wall Street Journal Prime Rate changes.

LATER ADVANCES: The Principal of this Note may be borrowed, repaid without penalty and reborrowed from time to time, provided, however, that Lender reserves the right to decline to make any advance at any time if (i) an Event of Default has occurred either under this Note or pursuant to any agreement or instrument executed in connection with this Note; or (ii) the credit accommodation evidenced by this Note has terminated either pursuant to any separate Line of Credit Agreement relating thereto or, if no such Line of Credit Agreement is in effect, at Lender's sole discretion.

ANNUAL PAY-DOWN: If checked, notwithstanding any other provision in this Note or in any other agreement between Lender and Debtor, Debtor agrees that for a period of at least _____ consecutive days during each of Debtor's fiscal years, there shall be no Principal or accrued interest outstanding on this Note.

THE SCHEDULE: Each borrowing and repayment of Principal shall be shown on the schedule of Advances And Payments Of Principal (the "Schedule") on the reverse side of this Note. Debtor shall be obligated to pay all Principal advanced by Lender to or for the benefit of Debtor as is shown on Lender's books and records, plus interest as provided in this Note, irrespective of Lender's failure to make or error in making any entry on its books and records or the Schedule.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment upon demand or when due of any amount payable under this Note; (2) the failure of any Obligor ("Obligor" means Debtor and any other person liable, either absolutely or contingently, on this Note, including sureties and guarantors) to observe or perform any agreement of any nature whatsoever with Lender; (3) any Obligor becomes insolvent or makes an assignment for the benefit of creditors; (4) a petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (5) the entry of judgment against any Obligor or any Obligor's property; (6) the issuing of an attachment, levy or garnishment against any property of any Obligor; (7) the occurrence of a substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender, is deemed materially adverse; (8) the sale of all or substantially all of the assets, or change in ownership or control, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (9) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (10) any information, statement or signature furnished to Lender by any Obligor at any time is false or incorrect; or (11) the failure of any Obligor to timely furnish to Lender such satisfactory financial and other information as Lender may reasonably request or require.

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make interest and/or Principal payments from time to time, this Note is payable upon demand. Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, without notice, demand, presentment or protest of any kind, Lender may do any or all of the following:

(1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest; (2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them; (3) upon five (5) days' written notice mailed to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum of the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand; and (4) exercise Lender's right of set-off and all rights, privileges and remedies available to Lender under all applicable laws and regulations and under any agreement, instrument or document issued in connection with this Note, all of which rights and remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for this Note shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order as Lender may, in its sole discretion, elect, to the complete satisfaction of the Note together with all interest thereon.

WARRANT OF ATTORNEY: Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Prothonotary or Clerk of any court of record, upon or after the occurrence of any Event of Default as specified above, to appear for and CONFESS JUDGMENT against Debtor, or any of them, for such sums as are due and/or may become due on this Note, with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquisition on any real estate levied upon, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution said voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisal, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of this Note, verified by affidavit by or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney.

THE ADDITIONAL TERMS AND SCHEDULE ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note on the day and year first above written and has hereunto set Debtor's hand and seal.

(Individual Debtor's Signature(s))

(Corporate or Partnership Debtor's Signature)

Name _____ (SEAL) A & R Supply, Incorporated, A Close Corporation (SEAL)
Name of Corporate or Partnership DebtorName _____ (SEAL) Bobby G. Hawkins (SEAL)
By Bobby G. Hawkins Name and Title Bobby G. Hawkins, PresidentName _____ (SEAL) Bobby G. Hawkins (SEAL)
By or Attest Bobby G. Hawkins Name and Title

(Affix Corporate Seal Here)

*1987 BANCONSUMER SERVICE, INC.

ADDITIONAL TERMS

UNCONDITIONAL LIABILITY: Debtor's liability shall be unconditional and without regard to the liability of any other Obligor and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Debtor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Debtor and without affecting Debtor's liability hereunder.

NATURE OF TRANSACTION: Each Debtor hereby represents and warrants to Lender that the proceeds of this Note have been and will continue to be used only in business or commercial transactions.

MISCELLANEOUS: Changes in the rate of interest shall become effective on the days on which changes in Prime Rate, Base Rate or other variable rate applicable to this Note are announced or published. Interest shall be calculated for the actual number of days that the Principal is outstanding, based on a year of Three Hundred Sixty (360) days. The rights and privileges of Lender under this Note shall inure to the benefit of its successors and assigns. All representations, warranties and agreements of Debtor made in connection with this Note shall bind Debtor's personal representatives, heirs, successors and assigns. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in and shall be governed by the laws of the Commonwealth of Pennsylvania.

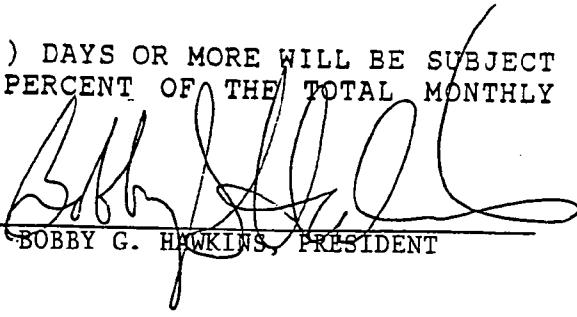
ADVANCES AND PAYMENTS OF PRINCIPAL

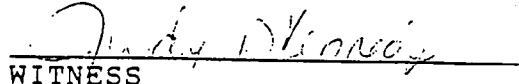
BANCONSUMER FORM PA N-175 (10/87)

ADDENDUM TO LOAN NOTE

THIS ADDENDUM TO LOAN NOTE # 206589 BETWEEN A & R SUPPLY, INCORPORATED
AND CSB BANK IS INTENDED TO BECOME
PART OF THE NOTE AND TO DEFINE ADDITIONAL TERMS AND CONDITIONS NOT
INCLUDED IN THE LOAN NOTE.

1) ANY PAYMENT PAST DUE FIFTEEN (15) DAYS OR MORE WILL BE SUBJECT
TO A LATE FEE EQUAL TO FIVE (5) PERCENT OF THE TOTAL MONTHLY
PAYMENT AMOUNT.


BOBBY G. HAWKINS, PRESIDENT


WITNESS

\$ 40,000.00

PROMISSORY NOTE

Loan # 206589

Dated April 23, 1997

Debtor A & R Supply, Incorporated, A Close Corporation of P.O. Box 1047, Clearfield, PA 16830.

Debtor _____ of _____
FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of _____ ("Lender")

at any of Lender's branch offices,

The Principal sum of Forty Thousand and 00/100 _____ Dollars in lawful money of the United States, to be paid as follows:

59 payments of \$1,000.00, including principal and interest beginning on 6/10/97 and one balloon payment due 5/10/97. The monthly payments of \$1,000.00 will be first applied to interest due, with the remainder applied to the principal balance.

Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of Wall Street Journal Prime Rate plus 1.50%.

and shall be payable monthly as billed.

SECURITY INTEREST: As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereto, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any of Obligor's ("Obligor"), as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including endorsers, sureties and guarantors) property for the purpose of securing the Liabilities, Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any balance or share belonging to Obligor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Lender to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of set off, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Obligor to property in Lender's possession, although such set-off may be entered upon Lender's books and records at a later time.

If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

, 19_____, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s), and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or to be executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.
(INDIVIDUAL DEBTOR(S) SIGN BELOW)

Name _____ (SEAL)

Name of Corporation or Partnership _____ Corporation _____ (SEAL)

Name _____ (SEAL)

By: _____ (SEAL)

Name _____ (SEAL)

Attest: _____ Name and Title _____ (CORPORATE SEAL)

*CONSUMER FORM PA 170 (Rev. 12/85)

*1985 BANCONSUMER SERVICE, INC.

EXHIBIT "B". (2 pages).

PREPAYMENTS: Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then on account of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

DISBURSEMENT OF PROCEEDS: Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

RIGHT TO COMPLETE NOTE: Lender may at any time and from time to time, without notice to any Obligor, (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Obligors to Lender.

MISCELLANEOUS: Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any proceeding

instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest herein shall become effective on the days on which such reference rate changes or that Federal Reserve Bank announces changes in its Discount Rate, as applicable. The rights and privileges of Lender under this Note shall inure to the benefit of its successors and assigns. All representations, warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender and shall be governed by the laws of the Commonwealth of Pennsylvania, unless federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.

GUARANTY

In order to induce CSB BANK, a Pennsylvania banking institution (the "Lender") to make a loan in the principal amount of FORTY THOUSAND AND 00/100 (\$40,000.00) Dollars to A & R SUPPLY, INC. a Pennsylvania Corporation, and BOBBY G AND JOAN C HAWKINS, (The "GUARANTORS"), Undersigned, intending to be legally bound and for good and valuable consideration receipt of which is hereby acknowledged, covenant and agree as follows (the "AGREEMENT"):

1. Undersigned unconditionally guarantee and become surety for the following (collectively the "Secured Obligations"): (I) the full and timely payment, whether by declaration, acceleration or otherwise, the Borrower of all principal, interest and other sums coming due under that certain Adjustable Rate Note, of even date here within ("Note"), given by Borrower to Lender in the principal amount of FORTY THOUSAND AND 00/100 (\$40,000.00) Dollars as the same may be amended, supplemented, renewed or replaced from time to time.
2. Undersigned agree to pay the Secured Obligations immediately when due, irrespective of whether or not any one or more of the following events have occurred: (I) Lender has made any demand on Borrower; (ii) Lender has taken an action of any nature against Borrower; (iii) Lender has pursued any rights which Lender has against any other person who may be liable for any of the Secured Obligations; (iv) Lender holds or has resorted to any security for any of the Secured Obligations; (v) Lender has invoked any other remedies or rights Lender has available with respect to any of the Secured Obligations; or (vi) Lender has received any payment from any other guarantor of the Secured Obligations. The liability of Undersigned as sureties and guarantors is unconditional. Undersigned therefore agrees to pay the Secured Obligations even if the Note, or any part thereof, are for any reason invalid or unenforceable. Undersigned further agree to make full payment to Lender even if circumstances exist which otherwise constitute a legal or equitable discharge of one or more of Undersigned as sureties or guarantors.
3. Undersigned waive and agree not to enforce any of the rights of Undersigned against Borrower unless and until Borrower is no longer liable in any respect to Lender, including, but not limited to: (I) any right of Undersigned to be subrogated in whole or in part to any right or claim with respect to any of the Secured Obligations or any portion thereof to Lender which might otherwise arise from partial payment or performance by Undersigned to Lender on account of the Secured Obligations or any portion thereof; and (ii) any right of Undersigned to require the marshaling of assets of Borrower which might otherwise arise from partial payment or performance by Undersigned to Lender on account of the Secured Obligations or any portion thereof.
4. Undersigned waive any and all notice with respect to: (I) acceptance by Lender of this Agreement or the Note; and (ii) the provisions of the Note, or any other instrument or agreement relating to the Secured Obligations; and (iii) any default in connection with the Secured Obligations.
5. Undersigned waive any presentment, demand, notice of dishonor or nonpayment, protest, notice of protest and notice of nonpayment in connection with the Secured Obligations.
6. Undersigned agree that Lender may do any of the following without notice to Undersigned without adversely affecting the validity or enforceability of this Agreement: (I) release, surrender, exchange, compromise or settle the Secured Obligations, or any part thereof; (ii) change, renew or waive the terms of the Secured Obligations, or any part thereof only with the permission of the Borrowers; (iii) change, renew or waive the terms of the Note, any other note, instrument or agreement relating to the Secured

Obligations, such rights in Lender to include without limitation the right to change the rate of interest charged to Borrower (in which event the Secured Obligations shall be deemed also to include all interest at such changed rate only with the permission of the Borrower); (iv) grant any extension or indulgence with respect to the payment or performance of the Secured Obligations or any part thereof; (v) enter into any agreement of forbearance with respect to the Secured Obligations, or any part thereof; (vi) release, surrender, exchange or compromise any security held by Lender for any of the Secured Obligations; (vii) release any person who is a guarantor or surety or who has agreed to purchase the Secured Obligations or any part thereof; and (viii) release, surrender, exchange or compromise any security or lien held by Lender for the abilities of any person who is guarantor or surety for the Secured Obligations or any part thereof. Undersigned agree that Lender may do any of the above as Lender deems necessary to advisable, in Lender's sole discretion, without giving any notice to Undersigned, and that Undersigned will remain liable for full payment and performance of the Secured Obligations. If at any time all or any part of any payment theretofore applied by Lender to any of the Liabilities is or must be rescinded or returned by Lender for any reasons whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Borrower), such liability shall, for the purpose of this Agreement, to the extent that such liability shall for the purpose of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continues in existence notwithstanding such application by Lender, and this Agreement shall continue to be effective or be reinstated, as the case may be as to such liabilities, all as though such application by Lender had not been made.

7. Undersigned, as security for the obligations of the Undersigned hereunder, pledge to Lender, and grant to Lender, a security interest in and a right of set-off against, all moneys, deposits and other property of any kind owned by such Undersigned or one or more of them or in which such Undersigned or on or more of them has an interest and which are or shall be in the possession or control of Lender at any time for any reason whatsoever.

8. Undersigned agree that no failure on the part of Lender to exercise any of its rights under this Agreement shall be a waiver of such rights or a waiver of any default by Undersigned. Undersigned further agree this Agreement shall be effective unless in writing and signed by an authorized officer of Lender. Undersigned further agree that each waiver shall extend only to the specific instance actually recited in such written waiver and shall not impair the rights of Lender in any other respect.

9. Undersigned agree to pay all costs and expenses, including attorney's fees, incurred by Lender in enforcing this Agreement against Undersigned.

10. Undersigned acknowledge that Lender may, in its sole discretion, elect to enforce this Agreement for the Secured Obligations, or any part thereof, against one or more of Undersigned without any duty or responsibility to pursue any other person or entity and that such an election by Lender shall not be a defense to any action Lender may elect to take against any other Undersigned.

11. Undersigned agree that this Agreement shall be binding upon Undersigned and Undersigned's respective heirs, executors, administrators, successors or assigns, and that the death or disability of any person shall in no way impair or affect this Agreement or the power of attorney to confess judgment as hereinafter provided, either with respect to the estate of the person so dying, which shall continue to be bound, or

otherwise. Undersigned further agree that this Agreement shall inure to the benefit of Lender, its successor and assigns.

12. Undersigned agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. Undersigned recognize that this Agreement when executed constitutes a sealed instrument and as a result the instrument will be enforceable as such without regard to any statute of limitations which might otherwise be applicable and without any consideration.

14. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together constitute but one and the same instrument.

15. In determining the Secured Obligations under this Agreement, any amount which Lender may realize before or after maturity of the Secured Obligations, by acceleration or otherwise, as a result of payments made by or on behalf of Borrower or by or on behalf of any other person or entity primarily or secondarily liable for the Secured Obligations or any part thereof, or otherwise credited to Borrower or such person or entity, or as a result of the exercise of Lender's rights with respect to any collateral for the secured Obligations or any part thereof, except for payments made to Lender by one or more of Undersigned (other than directly or indirectly, from collateral or other persons or entities liable for any portion of the Secured Obligations) after the maturity of the Note, by acceleration or otherwise, shall not reduce the Secured Obligations in any manner whatsoever.

16. UNDERSIGNED HEREBY EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR UNDERSIGNED AND EACH OF THEM, AND WITH OR WITHOUT A COMPLAINT OR DECLARATION FILED, CONFESS A JUDGEMENT OR JUDGEMENTS AGAINST UNDERSIGNED IN ANY COURT OF RECORD WITHIN THE UNITED STATES OF AMERICA OR ELSEWHERE, AT ANY TIME AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER THE LOAN DOCUMENTS, IN FAVOR OF LENDER OR ITS SUCCESSORS OR ASSIGNS FOR THE UNPAID PRINCIPAL BALANCE OF THE NOTE (SUBJECT TO THE LIMITS SET FORTH IN PARAGRAPH 1 HEREOF), AND ALL INTEREST THEREON, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF 10% FOR COLLECTION. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGEMENT AGAINST UNDERSIGNED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, AND MAY BE EXERCISED FORM TIME TO TIME AND AS OFTEN AS LENDER OR ITS SUCCESSORS OR ASSIGNS SHALL DEEM NECESSARY OR DESIRABLE. THE VALIDITY OF ANY JUDGEMENT ENTERED UNDER THE AUTHORITY OF THIS WARRENT SHALL NOT BE ADVERSELY AFFECTED BY THE OCCURRENCE OF ANY OF THE EVENTS DESCRIBED IN PARAGRAPH 6 OF THIS AGREEMENT AND ANY SUCH JUDGMENT SHALL BE FULLY ENFORCEABLE UP TO THE AMOUNT DUE FROM BORROWER AT THE TIME ENFORCEMENT OF THE JUDGEMENT IS SOUGHT, PLUS AN ATTORNEY'S COMMISSION OF 10% FOR COILECTION, EVEN THOUGH ANY OF THE EVENTS DESCRIBED IN PARAGRAPH 6 HAVE OCCURRED. UNDERSIGNED HEREBY FOREVER WAIVE AND RELEASE ANY AND ALL ERRORS IN SAID PROCEEDINGS. WAIVE STAY OF EXECUTION, STAY, CONTINUANCE OR ADJOURNMENT OF SALE ON EXECUTION, THE RIGHT TO PETITION TO SET ASIDE OR ORDER A RESALE, THE RIGHT TO EXCEPT TO THE SHERIFF'S SCHEDULE OF PROPOSED DISTRIBUTION, THE RIGHT OF INQUISITION AND

EXTENSION OF TIME OF PAYMENT, AND AGREE TO CONDEMNATION OF ANY PROPERTY LEVIED UPON BY VIRTUE OF ANY EXECUTION ISSUED ON ANY SUCH JUDGMENT, AND UNDERSIGNED SPECIFICALLY WAIVE ALL EXEMPTIONS FROM LEVY AND SALE OF ANY PROPERTY THAT NOW IS OR MAY HEREAFTER BE EXEMPT UNDER ANY EXISTING OR FUTURE LAWS OF THE UNITED STATES OF AMERICA OR THE COMMONWEALTH OF PENNSYLVANIA OR OF ANY OTHER JURISDICTION.

17. The words "Lender", "Borrower", and "Undersigned" include singular or plural, individual or corporation, and the respective heirs, executors, administrator, successors and assigns of Lender, Borrower and Undersigned as the case may be. The use of any gender applies to all genders. If more than one such party is joint and several.

18. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as of such invalid, illegal or unenforceable provision had never been contained herein

IN WITNESS WHEREOF, Undersigned, intending to be legally bound hereby has executed this Agreement as of the 23 day of April, 1997

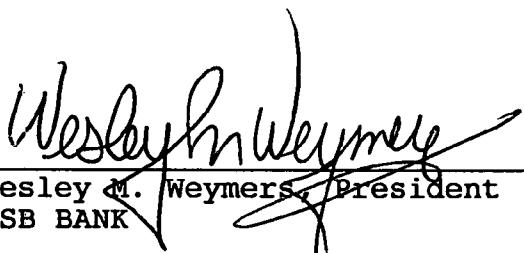
Judi Kennedy
Witness

BOBBY C HAWKINS
Guarantor

JOAN C HAWKINS
Guarantor

V E R I F I C A T I O N

I, WESLEY M. WEYMERS, President of CSB BANK, Plaintiff, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Wesley M. Weymers, President

Date:

9/5/01

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

CSB BANK, Plaintiff

-vs-

A & R SUPPLY INCORPORATED,
et al,
Defendants

COMPLAINT

FILED

SEP 05 2001
RCB 34 attorney date and \$10.00
William A. Shaw
Prothonotary

3cc attorney date

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

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

CSB BANK, :
Plaintiff :
: vs. : No. 01-1449 -CD
: :
A & R Supply Incorporated, A Close :
Corporation; BOBBY G. HAWKINS, and :
JOAN C. HAWKINS, :
Defendants :
:

CONFESION OF JUDGMENT

Pursuant to the authority contained in the Warrants of Attorney, original copies of which are attached to the Complaint filed in this action; I appear for Defendants: (i) A & R Supply Incorporated, A Close Corporation; (ii) Bobby G. Hawkins; (iii) Joan C. Hawkins and confess judgment in favor of Plaintiff, CSB Bank, against said Defendants as follows:

(a)	Principal and interest due on the Demand Grid Note of 4/23/97 and Promissory Note of 4/23/97, plus interest through August 27, 2001	\$ 36,942.84
(b)	Attorney's Commission pursuant to Warrants of Attorney appearing on all instruments	\$ 1,000.00
	TOTAL	\$ 37,942.84
(c)	Plus costs, interest at \$7.9323 per day per terms of Notes to date judgment entered and statutory interest from date of judgment entered	\$ _____

FILED

SEP 05 2001

William A. Shaw
Prothonotary

Date: September 5, 2001

GATES & SEAMAN


Andrew P. Gates, Esquire
Attorney for Defendants,
A & R Supply Co. Inc., Bobby G.
Hawkins and Joan C. Hawkins

FILED

SEP 05 2001
13.30 Ct. of State pd
William A. Shaw
Prothonotary

not to Dey

Statement to atty

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

CSB BANK, Plaintiff

vs.

NO. 01-1449-CO

A & R SUPPLY INCORPORATED, a

Close Corporation; BOBBY G. HAWKINS

and JOAN C. HAWKINS, Defendants

A & R Supnly Incorporated
P. O. Box 1047
Clearfield, PA 16830

NOTICE is given that a JUDGMENT in the above captioned matter
has been entered against you in the amount of \$ 37,942.84

on September 5, 2001

WILLIAM A. SHAW
PROTHONOTARY



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

COPY

CSB BANK, Plaintiff

vs.

NO. 01-1449-CJ

A & R SUPPLY INCORPORATED, a

Close Corporation; BOBBY G. HAWKINS

and JOAN C. HAWKINS, Defendants

Joan C. Hawkins
Box 7
Dorthea Street
Houtzdale, PA 16651

NOTICE is given that a JUDGMENT in the above captioned matter
has been entered against you in the amount of \$ 37,942.84

on September 5, 19 2001

WILLIAM A. SHAW
PROTHONOTARY



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

CSB BANK, Plaintiff

vs.

NO. 01-1449-CO

A & R SUPPLY INCORPORATED, a

Close Corporation; BOBBY G. HAWKINS

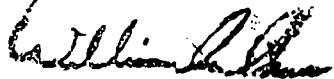
and JOAN C. HAWKINS, Defendants

Bobby G. Hawkins
Box 7
Dorthea Street
Houtzdale, PA 16651

NOTICE is given that a JUDGMENT in the above captioned matter
has been entered against you in the amount of \$ 37,942.84

on September 5, 2001

WILLIAM A. SHAW
PROTHONOTARY



7

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

CSB Bank
Plaintiff(s)

No.: 2001-01449-CD

Real Debt: \$37,942.84

Atty's Comm:

Vs.

Costs: \$

Int. From:

A&R Supply, Inc.
Bobby G. Hawkins
Joan C. Hawkins
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 5, 2001

Expires: September 5, 2006

Certified from the record this 5th of September, 2001

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

CSB BANK,	Plaintiff	:	
	vs.	:	No. 01-1449 -CD
A & R Supply Incorporated, A Close Corporation; BOBBY G. HAWKINS, and JOAN C. HAWKINS. Defendants	:	:	

PRAECLIPSE FOR WRIT OF EXECUTION

TO WILLIAM A. SHAW, PROTHONOTARY:

Issue a writ of execution upon Judgments entered by Confession in
the above matter:

1. directing the Sheriff of Clearfield County, Pennsylvania;
2. against A & R Supply Incorporated, A Close Corporation, Bobby G. Hawkins, and Joan C. Hawkins, Defendants; and
3. against n/a Garnishee;
4. index this Writ:
 - (a) against A&R Supply Incorporated, A Close Corporation, Bobby G. Hawkins and Joan c. Hawkins, Defendants; and
 - (b) against n/a as Garnishee, as lis pendens against real property of the Defendant in name of Garnishee as follows: n/a.
5. The amount due: \$37,942.84 with interest from August 27, 2001 at \$7.9323 per day

[Costs to be added]

\$ 120.00

TOTAL

5

FILED

SEP 05 2001

William A. Shaw
Prothonotary

CERTIFICATION

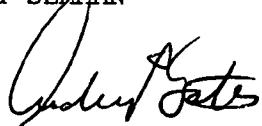
I certify that:

(a) This praecipe is based upon a judgment entered by confession;
and

(b) Notice will be served with the Writ of Execution pursuant to
Rule 2958.3.

GATES & SEAMAN

By



Attorneys for Plaintiff,
CSB Bank

Date: September 5, 2001

FILED

SEP 05 2001

1337/Acty Writs pd \$20.00
William A. Shaw
Prothonotary

6 Writs Sheriff

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

CSB BANK, :
Plaintiff :
vs. : No. 01-
A & R Supply Incorporated, A Close :
Corporation; BOBBY G. HAWKINS, and :
JOAN C. HAWKINS, :
Defendants :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property: All equipment, machinery, furniture, appliances, inventory, raw materials, work in progress, cash, money, accounts receivable, books, records, and checks, all finished goods and any other tangible personal property situate in the retail store of Defendant, A & R Supply Incorporated, A Close Corporation, situate on Route 879 East, Lawrence Township, Clearfield County, Pennsylvania.

(a) Principal and interest due on
Judgment entered August 31, 2001,
which includes interest through
8/27/01 \$ 37,942.84

(b) Plus per diem interest from 8/27/01,
\$7.9323 per day

[Costs to be added] \$ 120.00

TOTAL **\$**

Seal of the Court

Date September 5, 2001

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

CSB BANK, :
Plaintiff :
vs. : No. 01-1449 -CD
A & R Supply Incorporated, A Close :
Corporation; BOBBY G. HAWKINS, and :
JOAN C. HAWKINS, :
Defendants :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :
:

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property: All equipment, machinery, furniture, appliances, inventory, raw materials, work in progress, cash, money, accounts receivable, books, records, and checks, all finished goods and any other tangible personal property situate in the retail store of Defendant, A & R Supply Incorporated, A Close Corporation, situate on Route 879 East, Lawrence Township, Clearfield County, Pennsylvania.

(a) Principal and interest due on
Judgment entered August 31, 2001,
which includes interest through
8/27/01 \$ 37,942.84

(b) Plus per diem interest from 8/27/01,
\$7.9323 per day

RECEIVED SEP 05 2001 [Costs to be added] \$ 6000

@ 3: \$2 PM
Chester H. Hawkins
by M. M. and H. Pitt

TOTAL \$ _____

Seal of the Court

Date September 5, 2001

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11488

CSB BANK

01-1449-CD

VS.

A & R SUPPLY INCORPORATED, ET AL

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

**NOW, SEPTEMBER 19, 2001, AT 10:07 AM O'CLOCK SERVED WRIT OF EXECUTION
ON BOBBY G. HAWKINS, OWNER OF A & R SUPPLY, DEFENDANT, AT HIS PLACE
OF EMPLOYMENT, ROUTE 879 EAST, CLEARFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA, 16830, BY HANDING TO BOBBY G. HAWKINS, OWNER OF A & R
SUPPLY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT
OF EXECUTION AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, SEPTEMBER 19, 2001, AT 10:07 AM O'CLOCK SERVED WRIT OF EXECUTION
ON BOBBY G. HAWKINS, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, ROUTE
879 EAST, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY
HANDING TO BOBBY G. HAWKINS, DEFENDANT, A TRUE AND ATTESTED COPY
OF THE ORIGINAL WRIT OF EXECUTION AND MADE KNOWN TO HIM THE CONTENTS
THEREOF.**

**NOW, SEPTEMBER 19, 2001, AT 10:07 AM O'CLOCK SERVED WRIT OF EXECUTION
ON BOBBY G. HAWKINS, HUSBAND OF JOAN C. HAWKINS, DEFENDANT, AT HIS
PLACE OF EMPLOYMENT, ROUTE 879 EAST, CLEARFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA, 16830, BY HANDING TO BOBBY G. HAWKINS, HUSBAND OF
JOAN C. HAWKINS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL
WRIT OF EXECUTION AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**THE PLAINTIFF IS HAVING AN INVENTORY TAKEN AND THIS WILL BE USED
AS THE LEVY.**

**NOW, NOVEMBER 15, 2001, A SALE IS SET FOR THURSDAY, NOVEMBER 29, 2001,
AT 10:00 AM O'CLOCK.**

**NOW, NOVEMBER 15, 2001, AT 1:15 PM O'CLOCK POSTED PROPERTY OF THE
DEFENDANTS WITH NOTICE OF SALE.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11488

CSB BANK

01-1449-CD

VS.

A & R SUPPLY INCORPORATED, ET AT

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, NOVEMBER 21, 2001, AT 1:44 PM O'CLOCK SERVED NOTICE OF SALE ON BOBBY G. HAWKINS, OWNER OF A & R SUPPLY, DEFENDANT, AT CLEARFIELD COUNTY SHERIFF'S OFFICE, EAST MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BOBBY G. HAWKINS, OWNER OF A & R SUPPLY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF SALE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 21, 2001, AT 1:46 PM O'CLOCK SERVED NOTICE OF SALE ON BOBBY G. HAWKINS, DEFENDANT, AT CLEARFIELD COUNTY SHERIFF'S OFFICE, EAST MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BOBBY G. HAWKINS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF SALE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 21, 2001, AT 1:46 PM O'CLOCK SERVED NOTICE OF SALE ON BOBBY G. HAWKINS, HUSBAND OF JOAN C. HAWKINS, DEFENDANT, AT CLEARFIELD SHERIFF'S OFFICE, EAST MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BOBBY G. HAWKINS, HUSBAND OF JOAN C. HAWKINS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF SALE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 21, 2001, THE PLAINTIFF REQUESTED THAT THE SALE BE CONTINUED TO THURSDAY, DECEMBER 6, 2001, TO GIVE THE AUCTIONEER TIME TO ADVERTISE SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11488

CSB BANK

01-1449-CD

VS.

A & R SUPPLY INCORPORATED, ET AT

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, NOVEMBER 21, 2001, AT 4:25 PM O'CLOCK, POSTED THE PROPERTY OF THE DEFENDANTS WITH NEW NOTICE OF SALE.

NOW, NOVEMBER 27, 2001, RECEIVED PROPERTY CLAIM FORM BOBBY HAWKINS LISTING ITEMS THAT DO NOT BELONG TO A & R SUPPLY AND ALSO LISTING ITEMS THAT WERE NOT LEVIED ON BUT NEED TO BE INCLUDED IN SALE.

NOW, NOVEMBER 28, 2001, AT 1:30 PM O'CLOCK A LEVY WAS DONE ON OFFICE EQUIPMENT AND ITEMS THAT WERE NOT ON ORIGINAL INVENTORY, A COPY OF THIS LEVY IS ATTACHED TO ORIGINAL WRIT AND WILL BE SERVED ON DEFENDANT.

NOW, NOVEMBER 29, 2001, FILED PROPERTY CLAIM WITH PROTHONOTARY, COPIES WERE SENT TO PLAINTIFF, DEFENDANT AND ATTORNEY FOR THE PLAINTIFF BY REGULAR MAIL.

NOW, NOVEMBER 29, 2001, FILED PROPERTY CLAIM DETERMINATION WITH PROTHONOTARY, COPIES WERE SENT TO PLAINTIFF, DEFENDANT AND ATTORNEY FOR THE PLAINTIFF BY REGULAR MAIL.

NOW, NOVEMBER 29, 2001, AT 7:23 PM O'CLOCK SERVED COPY OF LEVY AND NEW NOTICE OF SALE ON JOAN C. HAWKINS, WIFE OF BOBBY G. HAWKINS, DEFENDANT, AT HER PLACE OF RESIDENCE, BOX 7, DOROTHEA STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOAN C. HAWKINS, WIFE OF BOBBY G. HAWKINS, DEFENDANT, A TREU AND ATTESTED COPY OF THE ORIGINAL LEVY AND NEW NOTICE OF SALE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11488

CSB BANK

01-1449-CD

VS.

A & R SUPPLY INCORPORATED, ET AT

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

**NOW, NOVEMBER 29, 2001, AT 7:23 PM O'CLOCK SERVED COPY OF LEVY AND
NEW NOTICE OF SALE ON JOAN C. HAWKINS, DEFENDANT, AT HER PLACE OF
RESIDENCE, BOX 7, DOROTHEA STREET, HOUTZDALE, CLEARFIELD COUNTY,
PENNSYLVANIA, BY HANDING TO JOAN C. HAWKINS, DEFENDANT, A TRUE AND
ATTESTED COPY OF THE ORIGINAL LEVY AND NEW NOTICE OF SALE AND MADE
KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, DECEMBER 6, 2001, A SALE WAS HELD ON THE PERSONAL PROPERTY OF THE
DEFENDANT. PROPERTY WAS PURCHASED BY VARIOUS BIDDERS WITH A
TOTAL INCOME OF NINE THOUSAND FOUR HUNDRED FIVE DOLLARS AND FIFTY
CENTS (\$9,405.50).**

**NOW, JANUARY 7, 2002, RETURN WRIT AS A SALE BEING HELD WITH PROPERTY
BEING PURCHASED BY VARIOUS BIDDERS. PAID COSTS FROM ADVANCE AND
MONEY RECEIVED FROM SALE.**

**SHERIFF HAWKINS \$643.79
SURCHARGE \$ 60.00
PAID BY PLAINTIFF**

FILED

**JAN 07 2002
01/11:45 (w)
William A. Shaw
Prothonotary**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11488

CSB BANK

01-1449-CD

VS.

A & R SUPPLY INCORPORATED, ET AT

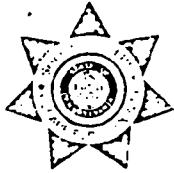
WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

• **Sworn to Before Me This**
____ Day Of _____ 2002

So Answers,

Chester Hawkins
by Margaret N. Pitt
Chester A. Hawkins
Sheriff



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

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

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

CSB BANK

NO. 01-1449-CD

VS

WRIT OF EXECUTION
PERSONAL PROPERTY

A & R SUPPLY INCORPORATED, A CLOSE CORPORATION;
BOBBY G. HAWKINS, AND JOAN C. HAWKINS

To the Defendant and all other parties in interest:

You are hereby notified that a property claim, a copy of which is attached hereto, has been filed by Bobby G. Hawkins claiming property listed therein.

Unless an appraisal of the property is requested within ten (10) days from the date of this notice, the Sheriff without making an appraisal will accept the value of the property set forth in the claim.

Date: November 29, 2001

Chester A. Hawkins,
Sheriff of Clearfield County
By Margaret Putt

COPY

A handwritten signature in black ink, appearing to read "Margaret Putt".

Bobby G. and Joan C. Hawkins
7 Dorthea Street
Houtzdale, Pa. 16651

November 26, 2001

Sheriff Chester A. Hawkins
1 North Second Street
Suite 116
Clearfield, Pa. 16830

Reference: Property Claim for items still at A & R Supply, Inc.

The following items are personal and were not listed in the inventory listings which you passed on to me last Friday.

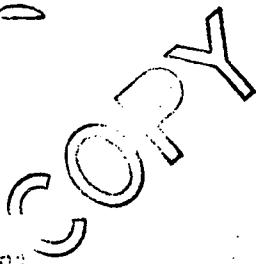
1. A small white, 1 drawer wooden table. This was left in showroom floor near the front door. I had pointed it out to your deputy as being owned by my daughter.
2. All Ceramic Christmas items also loaned to us by my daughter. This consists of and not limited to: Mr. and Mrs. Santa, Snowman and a lighted Tree along with several smaller ceramic creations.
3. Clothing (coats, etc.).
4. Microwave.
5. Pepsi Machine
6. Antique Chair of my daughters
7. Electric Kiln w/repair kit of filaments inside

You had asked me to verify that the inventory given to me was correct. Without double checking it seems to be valid for the electrical merchandise however none of the office equipment (copy, fax machines, calculators, filing cabinets, etc.), wire handling equipment, storage racks (metal or wooden), tables, gondolas, computer equipment, fork lift or shelving were listed anywhere. It is my thought that these items were out of the expertise of the inventory takers and were therefore left off.

Sincerely, Yours,



Bobby G. Hawkins



RECEIVED NOV 27 2001

② 9:58 AM

Joan C. Hawkins Original



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-6089

CSB BANK

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR
NO. 01-1449-CD

VS

WRIT OF EXECUTION PERSONAL PROPERTY

A & R SUPPLY INCORPORATED, A CLOSE CORPORATION;
BOBBY G. HAWKINS, AND JOAN C. HAWKINS

This is to advise all concerned parties that items numbered 1, 2, 3 & 6 on the property claim, a copy of which is hereto attached and made part of this determination, were not levied on but do in fact belong to Bobby G. Hawkins and his daughter. Number 7 on the property claim can not be located. All other property listed on the property claim pertaining to the business of the defendants, including number 4 & 5 have been added to the levy and will be sold at Sheriff's sale.

Date: November 30, 2001

COPY

By the Sheriff of
Clearfield County,
Chester A. Hawkins,
CHESTER A. HAWKINS, by Margaret N. Putt
SHERIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSB BANK

NO. 01-1449-CD

-VS-

A & R SUPPLY INCORPORATED, A CLOSE
CORPORATION; BOBY G. HAWKINS AND JOAN C. HAWKINS

BILL OF SALE

Now, DECEMBER 6, 2001, sold the below listed property of the defendant
to DOYLE DRESSLER, D & D ELECTRIC, P. O. BOX 764, DUBOIS, PA, 15801.

(I) HYSTER (SPACE SAVER 20) ELECTRIC TOWMOTOR

Copy 1

So answers,

Chester A. Hawkins
by *Marguerite H. Scott*

CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY

Personal Property Sale

Personal Property Sale

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

01-1149-CD A & R

NOW, DECEMBER 10, 2001, by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the 6th day of DECEMBER 2001, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:

RDR	\$ 9.00
SERVICE	9.00
MILEAGE	2.00
LEVY	20.00
MILEAGE	<u>2.00</u>
POSTING	9.00
HANDBILLS	10.00
COMMISSION	188.11
UNABLE TO LEVY (\$9.00)	
POSTAGE	4.08
ADD'L SERVICE	45.00
ADD'L MILEAGE	105.60
ADD'L POSTING	9.00
COPIES	91.00
DEPUTY WAGES	100.00
RETURN OF INTERROGATORIES	
PHONE CALLS	40.00
TOTAL SHERIFF COSTS	\$ 643.79

DEBT & INTEREST:

DEBT	\$ 37,942.84
INTEREST PER DIEM FROM 8-27-01 @ \$7.9323 TO BE ADDED	
TOTAL DEBT & INTEREST	\$ 37,942.84

COSTS:

ATTORNEY PAID	\$
ATTORNEY FEES	\$
COSTS TO PROTHONOTARY	\$
SHERIFF'S COSTS	643.79
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
COSTS	\$ 120.00
AUCTIONEER COSTS	3,043.42
TOTAL COSTS	\$ 3,687.21
SALE PROCEEDS	\$ 9,405.50
ADVANCE	+ 200.00
TOTAL	\$ 9,605.50
LESS COSTS	- 3,687.21
DUE PLAINTIFF	\$ 5,918.29

Commission 2% on the first \$100,000.00 and 1/2% on all over that. Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

Chester A. Hawkins, Sheriff

COPY



November 14, 2001

Chester A. Hawkins, Sheriff
Clearfield County Courthouse
Market Street
Clearfield, PA 16830

Re: Liquidation of Remaining inventory of A&R Supply Co. Inc.

Dear Sheriff Hawkins,

CSB Bank authorizes you to enlist the services of an auctioneer to liquidate the remaining inventory of A&R Supply Co., Inc. If it is possible, we would like to use Pat Errigo. I Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Witherow'.

Craig Witherow
Collection Mgr.
CSB Bank

CURWENSVILLE - Main Office
P.O. Box 29
Curwensville, PA 16833-0029
814 236-2550

K MART PLAZA OFFICE
R.D. Box 257 A-1
Clearfield, PA 16830
814 765-1781

COALPORT OFFICE
P.O. Box 354
Coalport, PA 16627
814 672-5396

DUBOIS OFFICE
P.O. Box 465
DuBois, PA 15801
814 371-3066

TARGET SQUARE OFFICE
P.O. Box 29
Curwensville, PA 16833-0029
814 765-7516

ST. MARYS OFFICE
1379 Bucktail Village
St. Marys, PA 15857
814-834-4020

AGREEMENT

THIS AGREEMENT MADE ON NOV. 16, 2001 BETWEEN CHESTER A. HAWKINS

OF CLEARFIELD COUNTY SHERIFF'S OFFICE

PHONE 814 765-2641 ext 1361, HEREAFTER CALLED THE SELLERS AND

PAT ERRIGO, HEREAFTER CALLED THE AUCTIONEER.

BOTH PARTIES AGREE THAT THE AUCTIONEER WILL CONDUCT A PUBLIC AUCTION OF PERSONAL AND OTHER PROPERTY OF THE SELLERS AND THE AUCTIONEER WILL USE HIS PROFESSIONAL SKILLS, KNOWLEDGE AND EXPERIENCE TO THE BEST ADVANTAGE OF BOTH PARTIES IN PREPARING FOR AND CONDUCTING THE AUCTION.

THE AUCTION IS TO BE HELD ON THUR. NOV. 29, AT 10:00 AM., 2001

AT ROUTE 879 EAST CLEARFIELD, PA. (LOCATION).

IF THE AUCTION IS POSTPONED FOR ANY REASON BEYOND EITHER PARTY'S CONTROL, THE AUCTION WILL TAKE PLACE AT A LATER DATE AGREEABLE TO BOTH PARTIES.

THE SELLER HEREBY AGREES TO TURN OVER AND DELIVER TO THE AUCTIONEER THE ITEMS LISTED BELOW TO BE SOLD AT PUBLIC AUCTION:

SEE ATTACHED SHEETS

NO ITEM SHALL BE SOLD PRIOR TO OR WITHDRAWN FROM THE AUCTION EXCEPT BY MUTUAL AGREEMENT OF BOTH THE SELLER AND AUCTIONEER.

IT IS AGREED THAT ALL GOODS WILL BE SOLD TO THE HIGHEST BIDDER EXCEPT THOSE ITEMS SPECIFIED IN WRITING BY THE SELLER TO HAVE A RESERVE BID. THE SELLERS AGREE THAT THE AUCTIONEER'S FEES (AS LISTED BELOW) WILL BE DEDUCTED FROM THE GROSS RECEIPTS OF SAID AUCTION. THE AUCTIONEER AGREES TO TURN OVER THE NET PROCEEDS OF THE AUCTION TO THE SELLERS WITHIN A REASONABLE TIME AFTER THE AUCTION, ALONG WITH SALE RECEIPTS AND RECORDS. THE SELLERS AGREE THAT ALL AUCTION FEES & EXPENSES, AS LISTED BELOW, WILL BE DEDUCTED FROM THE AUCTION PROCEEDS BEFORE RECEIPT OF PAYMENT AND SATISFACTION OF ANY LIENS OR ENCUMBRANCES.

PROFESSIONAL FEES

PROMOTIONAL EXPENSES: AD'S PAPERS

\$450.00 TO \$700.00

AUCTIONEER

PERSONAL PROPERTY 10%

POTTIE \$60.00

REAL ESTATE

CAPITAL GOODS

OTHER LABOR BEFORE

OTHER EXPENSES: HEATER + OTHER EXPENSES

SALE PER MAN PER HR. \$12.00

CLERK PER. HR. \$15.00

CASHIER PER. HR. \$15.00

OTHER PERSONNEL LABOR SALE PAY PER. MAN \$11.00 SMER.

FOOD VENDOR: FREE

THE SELLERS AFFIRM THAT THEY HAVE GOOD TITLE AND RIGHT TO SELL SAID PROPERTY AND THAT THE PROPERTY IS FREE OF ALL ENCUMBRANCES AND LIENS EXCEPT AS FOLLOWS:

ITEM

MORTGAGE OR LIEN HOLDER

APPROXIMATE
UNPAID BALANCE

PAT M. Errigo, Jr.
AUCTIONEER SIGNATURE

Chester A. Hawkins
SELLER SIGNATURE

LICENSED AND BONDED IN FAVOR OF THE STATE
OF PA. LICENSE # AC 002311

SELLER'S COPY

SELLER SIGNATURE



Sheriff's Office Clearfield County

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AFTER 4:00 P.M. (814) 765-1533
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CHESTER A. HAWKINS
SHERIFF

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PETER F. SMITH
SOLICITOR

CSB BANK

NO. 01-1449-CD

VS

WRIT OF EXECUTION
PERSONAL PROPERTY

A & R SUPPLY INCORPORATED, A CLOSE CORPORATION;
BOBBY G. HAWKINS, AND JOAN C. HAWKINS

This is to advise all concerned parties that items numbered 1, 2, 3 & 6 on the property claim, a copy of which is hereto attached and made part of this determination, were not levied on but do in fact belong to Bobby G. Hawkins and his daughter. Number 7 on the property claim can not be located. All other property listed on the property claim pertaining to the business of the defendants, including number 4 & 5 have been added to the levy and will be sold at Sheriff's sale.

Date: November 30, 2001

FILED

NOV 30 2001

111.03am/roc

William A. Shaw
Prothonotary

By the Sheriff of
Clearfield County,
Chester A. Hawkins,
CHESTER A. HAWKINS, by Margaret N. Pitt
SHERIFF



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

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CSB BANK

NO. 01-1449-CD

VS

WRIT OF EXECUTION
PERSONAL PROPERTY

A & R SUPPLY INCORPORATED, A CLOSE CORPORATION;
BOBBY G. HAWKINS, AND JOAN C. HAWKINS

To the Defendant and all other parties in interest:

You are hereby notified that a property claim, a copy of which is attached hereto, has been filed by Bobby G. Hawkins claiming property listed therein.

Unless an appraisal of the property is requested within ten (10) days from the date of this notice, the Sheriff without making an appraisal will accept the value of the property set forth in the claim.

Date: November 29, 2001

Chester A. Hawkins,
Sheriff of Clearfield County.
By Margaret Putt

FILED

NOV 30 2001
m11.30120 CC
William A. Shaw
Prothonotary

EAS

Margaret Putt

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

CSB Bank
Plaintiff(s)

No.: 2001-01449-CD

Real Debt: \$37,942.84

Atty's Comm:

Vs.

Costs: \$

Int. From:

A&R Supply, Inc.
Bobby G. Hawkins
Joan C. Hawkins
Defendant(s)

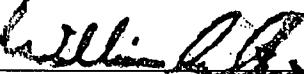
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 5, 2001

Expires: September 5, 2006

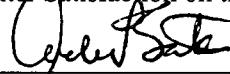
Certified from the record this 5th of September, 2001



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on June 29, 2006, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney

for Plaintiff (SB) Bank

FILED

O 10:35 a.m. 6K 6K

JUN 30 2006 2 cc TO ATTY GATES

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-01449-CD

Curwensville State Bank

Debt: \$37,942.84

Vs.

Atty's Comm.:

A & R Supply, Inc.

Bobby Hawkins

Joan C. Hawkins

Interest From:

Cost: \$

NOW, Friday, June 30, 2006 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 30th day of June, A.D. 2006.



Prothonotary