

UL-101-111
ANDERSON EQUIPMENT CO. -vs- EDWARD J. HANSLOWAN, et al

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

ANDERSON EQUIPMENT CO.
Plaintiff(s)

No. 01-1407-CO

vs.
EDWARD J. HANSLOVAN and MARY E.
HANSLOVAN, Personal Guarantors for
ED HANSLOVAN COAL CO., INC.

Defendant(s)

COMPLAINT

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE
PA I.D. #38527
JON A. MCKECHNIE, ESQUIRE
PA I.D. #36268
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

DIRECT DIAL: (412) 456-8114

BERNSTEIN FILE NO. C0008542

FILED

SEP 26 2001

William A. Shaw
Prothonotary

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

ANDERSON EQUIPMENT CO.

Plaintiff

vs.

Civil Action No.

EDWARD J. HANSLOVAN and MARY E.
HANSLOVAN, Personal Guarantors for
ED HANSLOVAN COAL CO., INC.

Defendant

NOTICE AND COMPLAINT

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, 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 Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA

COMPLAINT

1. Plaintiff is a corporation having offices in Bridgeville, PA.
2. Defendants are individuals residing at Rt. #2, Box 230, Morrisdale, Clearfield County, Pennsylvania, 16858 and who are hereinafter referred to collectively as "Defendant".
3. On December 19, 2000 Defendant executed and delivered to Plaintiff a Promissory Note, where Defendants signed as Personal Guarantors of the obligations of Ed Hanslovan Coal Co., Inc. (hereinafter Hanslovan Coal) to Plaintiff. A true and correct copy of said Note and Guaranty is attached hereto, marked Exhibit "1", and made a part hereof.
4. At the special instance and request of Hanslovan Coal, Plaintiff sold and delivered to Hanslovan Coal certain Goods, Wares, and Merchandise.
5. Hanslovan Coal received and accepted the aforementioned goods, wares and merchandise.
6. The prices charged by Plaintiff were the fair, reasonable, and market prices that prevailed at the time of the transaction.
7. The prices charged by Plaintiff were the prices that Hanslovan Coal agreed to pay.
8. Plaintiff avers that the balance due amounts to \$36,753.00.
9. Plaintiff avers that the agreement between the parties provides for interest at the rate of 1% per month.
10. Plaintiff avers that interest amounts to \$3,307.77 to September 20, 2001.
11. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees to the extent of 15% of the balance due.
12. Plaintiff avers that such attorneys' fees will amount to \$6,009.12.

13. Hanslovan Coal filed a Chapter 11 Bankruptcy in the U.S. Bankruptcy Court for the Western District of Pennsylvania, at No. 01-25362 BM on May 21, 2001, and Plaintiff is stayed from proceeding against Hanslovan Coal, pursuant to 11 U.S.C. 362.
14. Plaintiff avers that all conditions precedent to Defendant's duty of performance under their personal guaranty have occurred.
15. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and refused to pay the aforesaid balance, interest, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment against Defendants jointly and severally in the amount of \$46,069.89, with continuing interest thereon at the rate of 1% per month and costs.

BERNSTEIN LAW FIRM, P.C.

BY: 

Attorney for Plaintiff(s)

1133 Penn Avenue

Pittsburgh, PA 15222

BERNSTEIN FILE NO. C0008542

(412) 456-8100

PROMISSORY NOTE

\$ 36,753.00

DECEMBER 19, 2000

FOR VALUE RECEIVED, the undersigned, ED HANSLOVAN COAL CO., INC., a corporation, having its office at RT#2 BOX 230, MORRISDALE, PA 16858, promises to pay to ANDERSON EQUIPMENT COMPANY, or order, the principal sum of THIRTY SIX THOUSAND SEVEN HUNDRED FIFTY THREE Dollars (\$ 36,753.00), together with interest from the date hereof on the unpaid balance of such principal sum at the rate of 12 % per annum prior to maturity, in lawful money of the United States of America, at 1000 WASHINGTON PIKE BRIDGEVILLE, PA 15017, or at such other place as the holder hereof may from time to time designate in writing.

[STRIKE EITHER A OR B]

(a) in 9 consecutive instalments of \$ 500.00 each (except that the final such instalment shall be \$ 35,867.91) on the 15 day of each MONTH (month, unless otherwise specified), commencing JANUARY 15, ~~xx~~ 2001 until fully paid.

XXXXXX~~XXXXXXXXXXXXXX~~

\$ _____ on _____, 19 ____
\$ _____ on _____, 19 ____

[STRIKE EITHER C OR D]

(c) which instalments include interest.

XXXXXX~~XXXXXXXXXXXXXX~~ on the unpaid balance of such principal sum, payable with each such instalment.

In the event that any instalment hereof shall not be paid within 10 days after its due date, the undersigned shall pay to the holder of this note a late payment charge equal to 5% of the amount of such instalment or the maximum amount permitted by law, whichever is the lesser.

In the event that the undersigned shall fail to pay punctually when due any instalment of principal hereof or any other payment due hereon, or in the event that the undersigned shall breach any warranty or covenant contained in any chattel mortgage or other security agreement executed by the undersigned as security for this note, or if any other default shall occur under any such security agreement, then, in any such event, the holder hereof may, at its option and without notice to the undersigned, declare the entire unpaid principal balance of this note immediately due and payable, with interest thereafter at the rate of 12 % per annum (the highest lawful contract rate).

The undersigned waives presentment, demand, protest and all other notices, and agrees to pay reasonable attorneys' fees (15%, if permitted by law) if this note shall be placed with an attorney for collection.

Attest:

Richard Luptak 12/19/00

EXHIBIT...

Edward J. Hanslovan (Maker)

By _____

GUARANTY AND SURETYSHIP AGREEMENT

1. To induce Anderson Equipment Company ("Anderson") to transact business and to make credit accommodations with ("Debtor"), Undersigned, as defined below, does hereby guarantee, absolutely and unconditionally, and does hereby become surety for the full and timely payment of the principal of, and interest on, all obligations, debts, dues, liabilities, advances, judgments, damages, losses, claims, and choses in action, past, present or future, and any and all extensions and renewals thereof in whole or part, whether now due or to become due, arising under or in connection with the following agreement between Anderson and Debtor:

ED HANSLOVAN COAL CO., INC. ("Obligations"). Undersigned will reimburse Anderson or any subsequent holder for all expenses incurred, and not reimbursed by Debtor, in collection of any Obligations. If this Guaranty and Suretyship Agreement is referred for collection to any attorney, Undersigned will pay an attorney's fee equal to the lesser of (a) 20% of the amount due or \$500, whichever is greater, or (b) the maximum amount permitted by law, and costs of legal proceedings.

2. This is a guaranty of payment and not merely of collection. In the event of any default by Debtor in payment or otherwise on any Obligations, Undersigned will pay all of the Obligations due or thereafter becoming due, whether by acceleration or otherwise, without defalcation or offset of any kind, without Anderson first being required to make demand upon Debtor or pursue any of its rights against Debtor, or against any other person, including other guarantors, and without Anderson being required to liquidate or realize on any collateral security. In any right of action accruing to Anderson, Anderson may elect to proceed against (a) Undersigned together with Debtor, (b) Undersigned and Debtor separately, or (c) Undersigned only without having first commenced any action against Debtor.

3. Undersigned hereby grants to Anderson a security interest in, lien upon, and right of setoff against, all credits, moneys, equipment, or other personal property of Undersigned which may at any time be in the possession of, delivered to or owed by Anderson, including any proceeds or returned or unearned premiums of insurance, and the proceeds of all the foregoing property.

4. Anderson, without notice to Undersigned, may deal with the Obligations and any collateral security therefor in such manner as Anderson may deem advisable and may renew or extend the Obligations or any part thereof; may accept partial payment, or settle, release, or compromise the Obligations; may demand additional collateral security for the Obligations, and substitute or release the same; and may compromise or settle with or release and discharge from liability any of Undersigned or any other guarantor of the Obligations, or any other person liable to Anderson for all or part of the Obligation; all without impairing the liability of Undersigned hereunder.

5. Undersigned hereby unconditionally waives: (a) notice of acceptance of this Guaranty and Suretyship Agreement by Anderson and any notice of the incurring by Debtor of any Obligations; (b) presentment for payment, notice of nonpayment, demand, protest, notice of protest and notice of dishonor or default to any party including Undersigned; (c) all other notices to which Undersigned may be entitled by which may legally be waived; (d) demand for payment as a condition of liability under this Guaranty and Suretyship Agreement; (e) any disability of Debtor or defense available to Debtor, including absence or cessation of Debtor's liability for any reason whatsoever; (f) any defense or circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or surety; (g) all rights under any state or federal statute dealing with or affecting the rights of creditors; and (h) until all the Obligations are paid in full, any right to subrogation or realization on any of Debtor's property, including participation in the marshalling of Debtor's assets.

6. Until all the Obligations are paid in full, Undersigned hereby unconditionally subordinates to the Obligations all present and future debts, liabilities, or obligations of Debtor to Undersigned, and all amounts due under such debts, liabilities, or obligations shall be collected and paid over to Anderson on account of the Obligations. Undersigned, at Anderson's request, shall execute a subordination agreement in favor of Anderson to further evidence and support the purpose of this Paragraph 6.

7. Undersigned warrants to Anderson that: (a) no other agreement, representation or special condition exists between Undersigned and Anderson regarding the liability of Undersigned hereunder; nor does any understanding exist between Undersigned and Anderson that the obligations of Undersigned hereunder are or will be other than as set out herein; and (b) as of the date hereof Undersigned has no defense whatsoever to any action or proceeding that may be brought to enforce this Guaranty and Suretyship Agreement.

8. Undersigned will provide financial information to Anderson upon request, including balance sheets and income statements, in form and content satisfactory to Anderson.

9. No failure or delay on the part of Anderson in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. Failure by Anderson to insist upon strict performance hereof shall not constitute a relinquishment of its right to demand strict performance at another time. Receipt by Anderson of any payment by any person on any of the Obligations, with knowledge of a default on any of Obligations or of a breach of this Guaranty and Suretyship Agreement, or both, shall not be construed as a waiver of the default or breach.

10. This Guaranty and Suretyship Agreement is freely assignable and transferable by Anderson; however, the duties and obligations of Undersigned may not be delegated or transferred by Undersigned without the written consent of Anderson. The rights and privileges of Anderson shall inure to the benefit of its successors and assigns, and the duties and obligations of Undersigned shall bind Undersigned's heirs, personal representatives, successors and assigns.

11. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Guaranty and Suretyship Agreement shall be construed as if the invalid or unenforceable provision had never been a part of it.

12. As used herein, "Undersigned" refers individually and collectively to all signers of this Guaranty and Suretyship Agreement, including in the case of any partnership all general partners of such partnership individually and collectively, whether or not such partners sign below. Undersigned shall each be jointly and severally bound by the terms hereof, and each general partner of any partnership executing this Guaranty and Suretyship agreement shall be bound hereby both in such general partner's individual and partnership capacities.

Witness the due execution hereof intending to be legally bound this 19 day of December 2000

Witness: Richard Liptak

MARY E. HANSLOVAN

Individual: Mary E. Hanslovan

(Seal)

Address Edward J. Hanslovan

EDWARD J. HANSLOVAN

Individual: _____

(Seal)

Address _____

Corporation or Other Entity _____

Attest/Witness: _____

By: (Signature and Title) _____

By: (Signature and Title) _____

(Corporate Seal) _____

(Seal)

Business Address _____

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he/she is collection/credit specialist of Anderson Equipment Co., Garnishee herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Interrogatories in Attachment are true and correct to the best of his/her knowledge, information and belief.

Kenneth A. Dean

FILED

SEP 26 2001
SAC-3341-CATT
William A. Shaw
Prothonotary
PA \$40.00

Joe Shmid

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11579

ANDERSON EQUIPMENT CO.

01-1607-CD

VS.

HANSLOVAN, EDWARD J. and MARY E.

COMPLAINT

SHERIFF RETURNS

**NOW OCTOBER 8, 2001 AT 10:35 AM DST SERVED THE WITHIN COMPLAINT
ON MARY E. HANSLOVAN personal guarantor for ED HANSLOVAN COAL CO. INC.
DEFENDANT AT RESIDENCE/EMPLOYMENT, RT#2 BO 230, MORRISDALE,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY HANSLOVAN A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO
HER THE CONTENTS THEREOF.**

SERVED BY: NEVLING.

**NOW OCTOBER 8, 2001 AT 10:35 AM DST SERVED THE WITHIN COMPLAINT
ON EDWARD J. HANSLOVAN personal guarantor for ED HANSLOVAN COAL CO.
INC., DEFENDANT AT RESIDENCE/EMPLOYMENT, RT. 2 BOX 230, MORRISDALE,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY HANSLOVAN A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE
CONTENTS THEREOF.**

SERVED BY: NEVLING

Return Costs

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

FILED

NOV 02 2001
09:30 am
William A. Shaw
Prothonotary EK

Sworn to Before Me This

2nd Day Of November 2001


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

So Answers,


Chester A. Hawkins
Sheriff

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

COPY

CIVIL DIVISION

ANDERSON EQUIPMENT CO.

Plaintiff(s)

No. 01-1607 CO

vs.

EDWARD J. HANSLOVAN and MARY E.
HANSLOVAN, Personal Guarantors for
ED HANSLOVAN COAL CO., INC.

Defendant(s)

COMPLAINT

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE
PA I.D. #38527
JON A. MCKECHNIE, ESQUIRE
PA I.D. #36268
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

DIRECT DIAL: (412) 456-8114

BERNSTEIN FILE NO. C0008542

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

SEP 26 2001

Attest.

William J. Hawn
Prothonotary

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

ANDERSON EQUIPMENT CO.

Plaintiff

vs.

Civil Action No.

EDWARD J. HANSLOVAN and MARY E.
HANSLOVAN, Personal Guarantors for
ED HANSLOVAN COAL CO., INC.

Defendant

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LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA

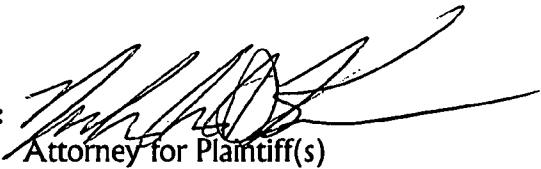
COMPLAINT

1. Plaintiff is a corporation having offices in Bridgeville, PA.
2. Defendants are individuals residing at Rt. #2, Box 230, Morrisdale, Clearfield County, Pennsylvania, 16858 and who are hereinafter referred to collectively as "Defendant".
3. On December 19, 2000 Defendant executed and delivered to Plaintiff a Promissory Note, where Defendants signed as Personal Guarantors of the obligations of Ed Hanslovan Coal Co., Inc. (hereinafter Hanslovan Coal) to Plaintiff. A true and correct copy of said Note and Guaranty is attached hereto, marked Exhibit "1", and made a part hereof.
4. At the special instance and request of Hanslovan Coal, Plaintiff sold and delivered to Hanslovan Coal certain Goods, Wares, and Merchandise.
5. Hanslovan Coal received and accepted the aforementioned goods, wares and merchandise.
6. The prices charged by Plaintiff were the fair, reasonable, and market prices that prevailed at the time of the transaction.
7. The prices charged by Plaintiff were the prices that Hanslovan Coal agreed to pay.
8. Plaintiff avers that the balance due amounts to \$36,753.00.
9. Plaintiff avers that the agreement between the parties provides for interest at the rate of 1% per month.
10. Plaintiff avers that interest amounts to \$3,307.77 to September 20, 2001.
11. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees to the extent of 15% of the balance due.
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14. Plaintiff avers that all conditions precedent to Defendant's duty of performance under their personal guaranty have occurred.
15. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and refused to pay the aforesaid balance, interest, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment against Defendants jointly and severally in the amount of \$46,069.89, with continuing interest thereon at the rate of 1% per month and costs.

BERNSTEIN LAW FIRM, P.C.

BY: 

Attorney for Plaintiff(s)
1133 Penn Avenue
Pittsburgh, PA 15222
BERNSTEIN FILE NO. C0008542
(412) 456-8100

PROMISSORY NOTE

\$ 36,753.00

DECEMBER 19, 2000

FOR VALUE RECEIVED, the undersigned, ED HANSLOVAN COAL CO., INC., a corporation, having its office at RT#2 BOX 230, MORRISDALE, PA 16858, promises to pay to ANDERSON EQUIPMENT COMPANY, or order, the principal sum of THIRTY SIX THOUSAND SEVEN HUNDRED FIFTY THREE Dollars (\$ 36,753.00), together with interest from the date hereof on the unpaid balance of such principal sum at the rate of 12 % per annum prior to maturity, in lawful money of the United States of America, at 1000 WASHINGTON PIKE BRIDGEVILLE, PA 15017, or at such other place as the holder hereof may from time to time designate in writing.

[STRIKE EITHER A OR B]

(a) in 9 consecutive instalments of \$ 500.00 each (except that the final such instalment shall be \$ 35,867.91) on the 15 day of each MONTH (month, unless otherwise specified), commencing JANUARY 15, ~~xx~~ 2001 until fully paid,

XXXXXX

\$ _____ on _____, 19 ____
\$ _____ on _____, 19 ____

[STRIKE EITHER C OR D]

(c) which instalments include interest.

XXXXXX on the unpaid balance of such principal sum, payable with each such instalment.

In the event that any instalment hereof shall not be paid within 10 days after its due date, the undersigned shall pay to the holder of this note a late payment charge equal to 5% of the amount of such instalment or the maximum amount permitted by law, whichever is the lesser.

In the event that the undersigned shall fail to pay punctually when due any instalment of principal hereof or any other payment due hereon, or in the event that the undersigned shall breach any warranty or covenant contained in any chattel mortgage or other security agreement executed by the undersigned as security for this note, or if any other default shall occur under any such security agreement, then, in any such event, the holder hereof may, at its option and without notice to the undersigned, declare the entire unpaid principal balance of this note immediately due and payable, with interest thereafter at the rate of 12 % per annum (the highest lawful contract rate).

The undersigned waives presentment, demand, protest and all other notices, and agrees to pay reasonable attorneys' fees (15%, if permitted by law) if this note shall be placed with an attorney for collection.

Attest:

Richard Lepitka 12/19/00

EXHIBIT..!

Edward J. Hanslovan (maker)

By

GUARANTY AND SURETYSHIP AGREEMENT

1. To induce Anderson Equipment Company ("Anderson") to transact business and to make credit accommodations with ("Debtor"), Undersigned, as defined below, does hereby guarantee, absolutely and unconditionally, and does hereby become surety for the full and timely payment of the principal of, and interest on, all obligations, debts, dues, liabilities, advances, judgments, damages, losses, claims, and choses in action, past, present or future, and any and all extensions and renewals thereof in whole or part, whether now due or to become due, arising under or in connection with the following agreement between Anderson and Debtor:

ED HANSLOVAN COAL CO., INC. ("Obligations"). Undersigned will reimburse Anderson or any subsequent holder for all expenses incurred, and not reimbursed by Debtor, in collection of any Obligations. If this Guaranty and Suretyship Agreement is referred for collection to any attorney, Undersigned will pay an attorney's fee equal to the lesser of (a) 20% of the amount due or \$500, whichever is greater, or (b) the maximum amount permitted by law, and costs of legal proceedings.

2. This is a guaranty of payment and not merely of collection. In the event of any default by Debtor in payment or otherwise on any Obligations, Undersigned will pay all of the Obligations due or thereafter becoming due, whether by acceleration or otherwise, without defalcation or offset of any kind, without Anderson first being required to make demand upon Debtor or pursue any of its rights against Debtor, or against any other person, including other guarantors, and without Anderson being required to liquidate or realize on any collateral security. In any right of action accruing to Anderson, Anderson may elect to proceed against (a) Undersigned together with Debtor, (b) Undersigned and Debtor separately; or (c) Undersigned only without having first commenced any action against Debtor.

3. Undersigned hereby grants to Anderson a security interest in, lien upon, and right of setoff against, all credits, moneys, equipment, or other personal property of Undersigned which may at any time be in the possession of, delivered to or owed by Anderson, including any proceeds or returned or unearned premiums of insurance, and the proceeds of all the foregoing property.

4. Anderson, without notice to Undersigned, may deal with the Obligations and any collateral security therefor in such manner as Anderson may deem advisable and may renew or extend the Obligations or any part thereof, may accept partial payment, or settle, release, or compromise the Obligations; may demand additional collateral security for the Obligations, and substitute or release the same; and may compromise or settle with or release and discharge from liability any of Undersigned or any other guarantor of the Obligations, or any other person liable to Anderson for all or part of the Obligation; all without impairing the liability of Undersigned hereunder.

5. Undersigned hereby unconditionally waives: (a) notice of acceptance of this Guaranty and Suretyship Agreement by Anderson and any notice of the incurring by Debtor of any Obligations; (b) presentment for payment, notice of nonpayment, demand, protest, notice of protest and notice of dishonor or default to any party including Undersigned; (c) all other notices to which Undersigned may be entitled by which may legally be waived; (d) demand for payment as a condition of liability under this Guaranty and Suretyship Agreement; (e) any disability of Debtor or defense available to Debtor, including absence or cessation of Debtor's liability for any reason whatsoever, (f) any defense or circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or surety; (g) all rights under any state or federal statute dealing with or affecting the rights of creditors; and (h) until all the Obligations are paid in full, any right to subrogation or realization on any of Debtor's property, including participation in the marshalling of Debtor's assets.

6. Until all the Obligations are paid in full, Undersigned hereby unconditionally subordinates to the Obligations all present and future debts, liabilities, or obligations of Debtor to Undersigned, and all amounts due under such debts, liabilities, or obligations shall be collected and paid over to Anderson on account of the Obligations. Undersigned, at Anderson's request, shall execute a subordination agreement in favor of Anderson to further evidence and support the purpose of this Paragraph 6.

7. Undersigned warrants to Anderson that: (a) no other agreement, representation or special condition exists between Undersigned and Anderson regarding the liability of Undersigned hereunder, nor does any understanding exist between Undersigned and Anderson that the obligations of Undersigned hereunder are or will be other than as set out herein; and (b) as of the date hereof Undersigned has no defense whatsoever to any action or proceeding that may be brought to enforce this Guaranty and Suretyship Agreement.

8. Undersigned will provide financial information to Anderson upon request, including balance sheets and income statements, in form and content satisfactory to Anderson.

9. No failure or delay on the part of Anderson in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. Failure by Anderson to insist upon strict performance hereof shall not constitute a relinquishment of its right to demand strict performance at another time. Receipt by Anderson of any payment by any person on any of the Obligations, with knowledge of a default on any of Obligations or of a breach of this Guaranty and Suretyship Agreement, or both, shall not be construed as a waiver of the default or breach.

10. This Guaranty and Suretyship Agreement is freely assignable and transferable by Anderson; however, the duties and obligations of Undersigned may not be delegated or transferred by Undersigned without the written consent of Anderson. The rights and privileges of Anderson shall inure to the benefit of its successors and assigns, and the duties and obligations of Undersigned shall bind Undersigned's heirs, personal representatives, successors and assigns.

11. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Guaranty and Suretyship Agreement shall be construed as if the invalid or unenforceable provision had never been a part of it.

12. As used herein, "Undersigned" refers individually and collectively to all signers of this Guaranty and Suretyship Agreement, including in the case of any partnership all general partners of such partnership individually and collectively, whether or not such partners sign below. Undersigned shall each be jointly and severally bound by the terms hereof, and each general partner of any partnership executing this Guaranty and Suretyship agreement shall be bound hereby both in such general partner's individual and partnership capacities.

Witness the due execution hereof intending to be legally bound this 19 day of December 2000

Witness: Richard Liptak

MARY E. HANSLOVAN

Individual: Mary E. Hanslovan

(Seal)

Address Edward J. Hanslovan

EDWARD J. HANSLOVAN

Individual: _____

(Seal)

Address _____

Corporation or Other Entity _____

Attest/Witness: _____

By: (Signature and Title) _____

By: (Signature and Title) _____

(Corporate Seal) _____

(Seal)

Business Address _____

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he/she is Collection/Credit Specialist of Anderson Equipment Co., Garnishee herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Interrogatories in Attachment are true and correct to the best of his/her knowledge, information and belief.

Kenn A. Deen

November 16, 2001

Page 5

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

ANDERSON EQUIPMENT CO

Plaintiff(s) No. 01-1607-CD

vs.

PRAECLPICE FOR DEFAULT JUDGMENT
AS TO EDWARD J. HANSLOVAN AND
MARY E. HANSLOVAN ONLY

EDWARD J. HANSLOVAN and MARY
E. HANSLOVAN, Personal
Guarantors for ED HANSLOVAN
COAL CO., INC.

Defendant(s) FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE
PA I.D. #38527
JON A. MCKECHNIE, ESQUIRE
PA I.D. #36268
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

DIRECT DIAL: (412) 456-8114

FILED

NOV 30 2001
11/11:13 a.m. atty pd \$20.00
William A. Shaw
Prothonotary
notice to def
statement to atty *gpt*

BERNSTEIN FILE NO. C0008542

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

ANDERSON EQUIPMENT CO

Plaintiff

vs.

Civil Action No. 01-1607-CD

EDWARD J. HANSLOVAN and MARY

E. HANSLOVAN, Personal Guarantors for ED HANSLOVAN

COAL CO., INC.

Defendant

PRAECIPE FOR JUDGMENT AS TO EDWARD J. HANSLOVAN
and MARY E. HANSLOVAN ONLY

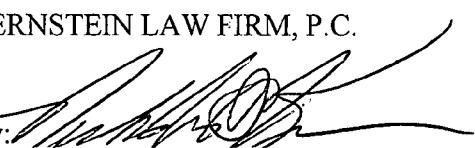
To the Prothonotary:

Kindly enter Judgment against the defendants EDWARD J. HANSLOVAN and MARY E. HANSLOVAN ONLY above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$46,758.63, plus continuing interest at the rate of 1% per month on the declining balance computed as follows:

Amount claimed in Complaint	\$46,069.89
Interest from 9-20-01 to 11-20-01 on \$36,753.00	\$ 735.06
TOTAL	\$46,804.95

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

BERNSTEIN LAW FIRM, P.C.

By: 
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., 1133 Penn Avenue,
Pittsburgh, PA 15222

Defendant: Rt. #2, Box 230 Morrisdale, PA 16858

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praeclipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

A handwritten signature in black ink, appearing to read "John Doe", is written over a horizontal line.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
ANDERSON EQUIPMENT CO
Plaintiff
vs.
EDWARD J. HANSLOVAN and MARY
E. HANSLOVAN, Personal Guarantors for ED HANSLOVAN
COAL CO., INC.
Defendant

Civil Action No. 01-1607-CD

FILE COPY

IMPORTANT NOTICE

TO: EDWARD J. HANSLOVAN
Rt #2, Box 230
Morrisdale, PA 16858

Date of Notice: 11/18/01

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA

BERNSTEIN LAW FIRM, P.C.

BY: /s/Nicholas D. Krawec, Esq.
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

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

ANDERSON EQUIPMENT CO

Plaintiff

vs.

EDWARD J. HANSLOVAN and MARY
E. HANSLOVAN, Personal Guarantors for ED HANSLOVAN
COAL CO., INC.
Defendant

Civil Action No. 01-1607-CD

IMPORTANT NOTICE

FILE COPY

TO: MARY E. HANSLOVAN
Rt #2, Box 230
Morrisdale, PA 16858

Date of Notice: 11/8/01

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA

BERNSTEIN LAW FIRM, P.C.

BY:/s/Nicholas D. Krawec, Esq.
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

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

Anderson Equipment Co.
Plaintiff(s)

No.: 2001-01607-CD

Real Debt: \$46,804.95

Atty's Comm:

Vs. Costs: \$

Int. From:

Edward J. Hanslovan
Mary E. Hanslovan
Ed Hanslovan Coal Co., Inc.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 30, 2001

Expires: November 30, 2006

Certified from the record this 30th day of November, 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

COPY

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

ANDERSON EQUIPMENT CO
Plaintiff

vs. Civil Action No. 01-1607-CD
EDWARD J. HANSLOVAN and MARY E. HANSLOVAN, Personal
Guarantors for ED HANSLOVAN COAL CO., INC.

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

Your are hereby notified that the
following Order or Judgment was
entered against you on _____.

Assumpsit Judgment in the amount
of \$46,804.95 plus costs.

Trespass Judgment in the amount
of \$ _____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's
license and/or registration will
be suspended by the Department of
Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: 
PROTHONOTARY (OR DEPUTY)

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

ANDERSON EQUIPMENT CO

Plaintiff

vs.

Civil Action No. 01-1607-CD

EDWARD J. HANSLOVAN and MARY
E. HANSLOVAN, Personal Guarantors for ED HANSLOVAN
COAL CO., INC.

Defendant

PRAECIPE FOR JUDGMENT AS TO EDWARD J. HANSLOVAN
and MARY E. HANSLOVAN ONLY

To the Prothonotary:

Kindly enter Judgment against the defendants EDWARD J. HANSLOVAN and MARY E. HANSLOVAN ONLY above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$46,758.63, plus continuing interest at the rate of 1% per month on the declining balance computed as follows:

Amount claimed in Complaint	\$46,069.89
Interest from 9-20-01 to 11-20-01 on \$36,753.00	\$ 735.06
TOTAL	\$46,804.95

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

BERNSTEIN LAW FIRM, P.C.

By: 
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., 1133 Penn Avenue,

Pittsburgh, PA 15222

Defendant: Rt. #2, Box 230 Morrisdale, PA 16858

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

CIVIL DIVISION

ANDERSON EQUIPMENT CO

Plaintiff(s) No. 01-1607-CD

vs.

PRAECIPE FOR WRIT OF EXECUTION

EDWARD J. HANSLOVAN and MARY
E. HANSLOVAN, Personal
Guarantors for ED HANSLOVAN
COAL CO., INC.

Defendant(s)

NATIONAL CITY BANK
Garnishee

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE
PA I.D. #38527
JON A. MCKECHNIE, ESQUIRE
PA I.D. #36268
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

DIRECT DIAL: (412) 456-8114

BERNSTEIN FILE NO. C0008542

FILED
MAR 07 2002
William A. Shaw
Prothonotary

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

ANDERSON EQUIPMENT CO

Plaintiff

vs.

Civil Action No. 01-1607-CD

EDWARD J. HANSLOVAN and MARY

E. HANSLOVAN, Personal Guarantors for ED HANSLOVAN COAL CO., INC.

Defendant

NATIONAL CITY BANK

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

AS TO EDWARD J. HANSLOVAN AND MARY E. HANSLOVAN ONLY

To the Prothonotary:

Kindly issue a Writ of Execution AS TO EDWARD J. HANSLOVAN & MARY E. HANSLOVAN ONLY in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
LEVY AND SET SALE ON PERSONAL PROPERTY
2. against Defendant: EDWARD J. HANSLOVAN & MARY E. HANSLOVAN ONLY
Rt. #2, Box 230, Morrisdale, PA 16858
3. against Garnishee: NATIONAL CITY BANK

200 North Brady Street, DuBois, PA 15801

4. JUDGMENT \$46,804.95

Interest from 11-30-01 to 2-5-02 on \$46,804.95: \$ 1,030.99

Poundage \$ 956.72

SUBTOTAL: \$48,892.66

Costs (to be added by Prothonotary): \$ 181.24

BERNSTEIN LAW FIRM, P.C.

Date: 2/7/02

By: 

Attorney for Plaintiff

1133 Penn Avenue

Pittsburgh, PA 15222

BERNSTEIN FILE NO. C0008542

卷之三

MAR 07 2002
01/37/00th Krawls
William A. Shaw pd \$20.00
Prothonotary
Court of Common Pleas
Cuyahoga County Sheriff

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

COPY

Anderson Equipment Co.

Vs.

Edward J. Hanslovan and Mary E. Hanslovan,
Personal Guarantors for Ed Hanslovan Coal Co., Inc. ,

Vs.

National City Bank
Garnishee

NO.: 2001-01607-CD

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ANDERSON EQUIPMENT CO. , Plaintiff(s) from EDWARD J. HANSLOVAN , MARY E. HANSLOVAN , Personal Guarantors for ED HANSLOVAN COAL CO., INC. , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Seize, levy advertise and sell all the personal property of the Defendant on the premises located at Rt. #2, Box 230, Morrisdale, PA 15858
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
National City Bank
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$46,804.95

PAID: \$181.24

INTEREST: \$1,030.99 - from 11-30-01 to 2-5-02 on

SHERIFF: \$

\$46,804.95

PROTH. COSTS: \$

OTHER COSTS: \$956.72 - Poundage

ATTY'S COMM: \$

DATE: 03/07/2002

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

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Nicholas D. Krawec, Esquire
Firm #718, 1133 Penn Avenue
Pittsburgh, PA 15222

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDERSON EQUIPMENT CO.,

Plaintiff,

vs.

EDWARD J. HANSLOVAN and
MARY E. HANSLOVAN, Personal
Guarantors for ED HANSLOVAN COAL
CO., INC.

Defendant(s),

NATIONAL CITY BANK,

Garnishee

TO PLAINTIFF:

You are hereby notified to file a response to the
**ENCLOSED NEW MATTER WITHIN TWENTY (20)
DAYS FROM SERVICE HEREOF OR A DEFAULT
JUDGMENT MAY BE ENTERED AGAINST YOU**

Attorneys for Garnishee

) CIVIL DIVISION
)
) CASE NO.: 01-1607-CD
)
)
)
) **TYPE OF PLEADING:**
)
) **Answer and New Matter of
National City Bank to
Interrogatories in Attachment**
)
)
)
) **FILED ON BEHALF OF GARNISHEE:**
)
)
) **National City Bank**
)
)
)
) **COUNSEL OF RECORD FOR THIS
PARTY:**
)
) **John B. Joyce, Esquire**
) **Pa. I.D. #68242**
)
) **GRENNEN & BIRSMIC, P.C.**
) **One Gateway Center**
) **Nine West**
) **Pittsburgh, PA 15222**
) **(412) 281-7650**

FILED

APR 15 2002
m 1351ndcc
William A. Shaw
Pratheriany 61
1/25

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDERSON EQUIPMENT CO.,

CIVIL DIVISION

Plaintiff,

CASE NO.: 01-1607-CD

vs.

EDWARD J. HANSLOVAN and
MARY E. HANSLOVAN, Personal
Guarantors for ED HANSLOVAN COAL
CO., INC.

Defendant(s),

NATIONAL CITY BANK,

Garnishee

**ANSWER AND NEW MATTER OF NATIONAL CITY
BANK TO INTERROGATORIES IN ATTACHMENT**

AND NOW, comes Garnishee, National City Bank, by and through its counsel, Grenen & Birsic, P.C., and files the following Answer and New Matter to Interrogatories in Attachment and in support thereof states as follows:

1. No.
2. Not applicable.
3. No.
4. Not applicable.
5. No.
6. Not applicable.
7. No.
8. Not applicable.
9. No.

10. Not applicable.

11. No.

12. Not applicable.

WHEREFORE, National City Bank respectfully requests that this Court enter judgment in its favor and against Plaintiff.

New Matter

13. National City Bank incorporates all its prior answers as if set forth fully herein.

14. Interrogatories in Attachment fail to state a claim upon which relief can be granted against National City Bank.

15. To the extent National City Bank comes into any property of the Defendants, National City Bank asserts its right of setoff for the claims it has against the Defendants.

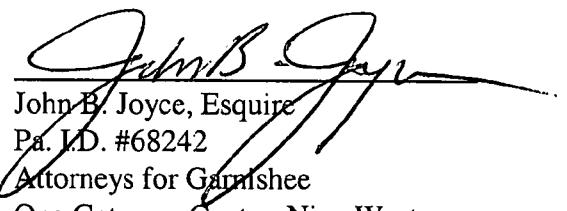
16. Garnishee requests it be awarded reasonable costs pursuant to 42 Pa.C.S.A. §2503(2) and (3) for responding to these interrogatories and it be discharged from any liability under the garnishment.

WHEREFORE, National City Bank respectfully requests that this Court enter judgment in its favor and against Plaintiff.

Respectfully submitted,

GRENNEN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire

Pa. ID. #68242

Attorneys for Garnishee

One Gateway Center, Nine West

Pittsburgh, PA 15222

(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDERSON EQUIPMENT CO.,

CIVIL DIVISION

Plaintiff,

CASE NO.: 01-1607-CD

vs.

EDWARD J. HANSLOVAN and
MARY E. HANSLOVAN, Personal
Guarantors for ED HANSLOVAN COAL
CO., INC.

Defendant(s),

NATIONAL CITY BANK,

Garnishee

ORDER OF COURT

AND NOW, this _____ day of _____, 2002 upon consideration of
Plaintiff's Interrogatories and Garnishee's Answer and New Matter thereto, it is hereby ORDERED,
ADJUDGED and DECREED that judgment is entered against Plaintiff for _____
_____.

BY THE COURT:

J.

CERTIFICATE OF SERVICE

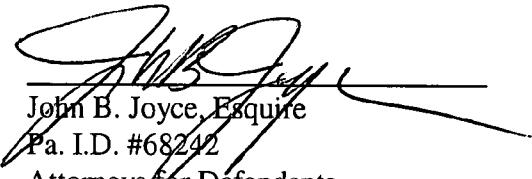
I, the undersigned, hereby certifies that a true and correct copy of the within Answer and New Matter to Plaintiff's Interrogatories in Attachment was served upon the following via ~~MAIL~~ ~~MAIL~~

~~facsimile~~ this 11 day of April, 2002:

Nicholas D. Krawec, Esquire
Jon A. McKechnie, Esquire
BERNSTEIN LAW FIRM, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8263

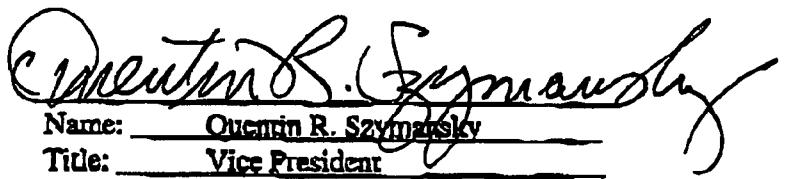
GRENEN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Pa. I.D. #68242
Attorneys for Defendants
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

VERIFICATION

I, Quentin R. Szymansky, Vice President and duly authorized representative of National City Bank of Pennsylvania deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Answer and New Matter to Plaintiff's Complaint are true and correct to the best of my information and belief.


Name: Quentin R. Szymansky
Title: Vice President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANDERSON EQUIPMENT CO.

Plaintiff(s) No. 01-1607-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE
AND END AS TO GARNISHEE ONLY

EDWARD J. HANSLOVAN and MARY
E. HANSLOVAN, Personal
Guarantors for ED HANSLOVAN
COAL CO., INC.

Defendant(s)

NATIONAL CITY BANK
Garnishee

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE
PA I.D. #38527
JON A. MCKECHNIE, ESQUIRE
PA I.D. #36268
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

DIRECT DIAL: (412) 456-8114

FILED

APR 25 2002

William A. Shaw
Prothonotary

BERNSTEIN FILE NO. C0008542

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

ANDERSON EQUIPMENT CO

Plaintiff

vs.

Civil Action No. 01-1607-CD

EDWARD J. HANSLOVAN and MARY

E. HANSLOVAN, Personal

Guarantors for ED HANSLOVAN COAL CO., INC.

Defendant

NATIONAL CITY BANK

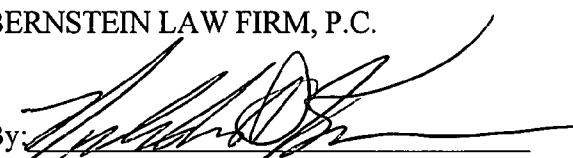
Garnishee

PRAECIPE TO SETTLE, DISCONTINUE AND END AS TO GARNISHEE ONLY

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Settle, discontinue and end as to Garnishee only on above-captioned matter upon the records of the Court and mark the costs paid.

BERNSTEIN LAW FIRM, P.C.

By: 
Attorneys for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100
BERNSTEIN FILE NO: C0008542

Sworn to and subscribed
before me this _____
day of _____, 2002

Notary Public

FILED

APR 25 2002
M 1218 Cert. Due to
William A. Shaw
Prothonotary

Copy SA
SAC

COPY

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

CIVIL DIVISION

Anderson Equipment Co.

vs.

No. 2001-01607-CD

Edward J. Hanslovan and

**Mary E. Hanslovan ,Personal Grantors for
Ed Hanslovan Coal Co., Inc.**

vs.

National City Bank

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 25, 2002 marked:

Settled and discontinued as to Garnishee, National City Bank only

Record costs in the sum of \$181.24 have been paid in full by Nicholas Krawec, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of April A.D. 2002.

William A. Shaw, Prothonotary

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

Anderson Equipment Co.

Vs.

Edward J. Hanslovan and Mary E. Hanslovan,
Personal Guarantors for Ed Hanslovan Coal Co., Inc.,

Vs.

National City Bank
Garnishee

NO.: 2001-01607-CD

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ANDERSON EQUIPMENT CO., Plaintiff(s) from EDWARD J. HANSLOVAN, MARY E. HANSLOVAN, Personal Guarantors for ED HANSLOVAN COAL CO., INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Seize, levy advertise and sell all the personal property of the Defendant on the premises located at Rt. #2, Box 230, Morrisdale, PA 15858
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
National City Bank
Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$46,804.95

PAID: \$181.24

INTEREST: \$1,030.99 - from 11-30-01 to 2-5-02 on

SHERIFF: \$

\$46,804.95

PROTH. COSTS: \$

OTHER COSTS: \$956.72 - Poundage

ATTY'S COMM: \$

DATE: 03/07/2002

Received this writ this 19th day
of January A.D. 2002
At 2:34 A.M./P.M.

Chester A. Naukowsky
Sheriff by Margaret N. Puff

William A. Shaw
William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Nicholas D. Krawec, Esquire
Firm #718, 1133 Penn Avenue
Pittsburgh, PA 15222

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12274

ANDERSON EQUIPMENT CO.

01-1607-CD

VS.
HANSLOVAN, EDWARD J.

WRIT OF EXECUTION PERSONAL PROPERTY INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

NOW, MARCH 25, 2002, AT 11:50 AM O'CLOCK SERVED WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON PAM FERRELL OF NATIONAL CITY BANK, GARNISHEE, AT HER PLACE OF EMPLOYEMENT 200 NORTH BRADY STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO PAM FERRELL OF NATIONAL CITY BANK, GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 11, 2002, AT 1:25 PM O'CLOCK SERVED WRIT OF EXECUTION ON MARY HANSLOVAN, WIFE OF EDWARD J. HANSLOVAN, DEFENDANT, AT HER PLACE OF RESIDENCE/EMPLOYMENT, RT #2, BOX 230, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, 16858, BY HANDING TO MARY HANSLOVEN, WIFE OF EDWARD J. HANSLOVAN, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 11, 2002, AT 1:25PM O'CLOCK SERVED WRIT OF EXECUTION ON MARY HANSLOVEN, DEFENDANT, AT HER PLACE OF RESIDENCE/EMPLOYMENT, RT #2, BOX 230, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, 16858, BY HANDING TO MARY HANSLOVEN, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND MADE KNOWN OT HER THE CONTENTS THEREOF.

NOW, APRIL 29, 2002, AT 11:15 AM DEPUTY LEVIED ON A SILVER CHEVROLET SUBURBAN. WILL CHECK OTHER SITES FOR ADDITIONAL EQUIPMENT.

NOW, JUNE 6, 2002, RECEIVED A LETTER FROM BETTY LEDENER, FROM THE BERNSTEIN LAW FIRM, ATTORNEY'S FOR THE PLAINTIFF, THAT THE DEFENDANTS ARE IN THE PROCESS OF FILING FOR BANKRUPTCY. RETURN WRIT.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12274

ANDERSON EQUIPMENT CO.

01-1607-CD

VS.
HANSLOVAN, EDWARD J.

WRIT OF EXECUTION PERSONAL PROPERTY INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

NOW, JUNE 17, 2002, RETURN WRIT AS NO SALE HELD, DEFENDANTS ARE
FILING FOR BANKRUPTCY. PAID COSTS FROM ADVANCE AND MADE REFUND
OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$125.94
SURCHARGE\$50.00
PAID BY ATTORNEY

FILED

JUN 18 2002
013.251
William A. Shaw
Prothonotary

Sworn to Before Me This
17th Day Of June 2002
William A. Shaw

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

So Answers,

Chester A. Hawkins
by Margaret H. Duff
Chester A. Hawkins
Sheriff

MARLENE J. BERNSTEIN (PA, FL)
ROBERT S. BERNSTEIN (PA, FL, WV, NY)
NICHOLAS D. KRAWEC (PA, NC, OH)
LORI A. GIBSON (PA)

BERNSTEIN

LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)
CHARLES E. BOBINIS (PA, WV)
JON A. MCKECHNIE (PA)
EDWARD S. WEHRENBURG (PA)

(STATES OF ADMISSION)

1133 PENN AVENUE, PITTSBURGH, PENNSYLVANIA 15222-4252 1-800-927-3197 412-456-8100 FAX 412-456-8135
WWW.BERNSTEINLAW.COM
MAIL@BERNSTEINLAW.COM

June 6, 2002

Clearfield County Sheriff
Market Street
Clearfield, PA 16830

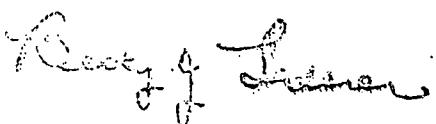
Re: Anderson Equipment Co
Vs: Edward & Mary Hanslovan
DOCKET NO. 01-1607-CD
BERNSTEIN FILE NO. C0008542

Dear Sheriff:

Please stay the above captioned writ the debtor is in the process of filing bankruptcy.
Thank you for your continued help in this matter.

Please feel free to communicate with me, the Legal Assistant on this case, Betty J. Lederer

BERNSTEIN LAW FIRM, P.C.



COPY

Personal Property Sale

Personal Property Sale

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

01-1607-CD HANSLOVAN

NOW, _____, 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 day of _____ 2002, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:

RDR	\$ 9.00
SERVICE	9.00
MILEAGE	8.45
LEVY	20.00
MILEAGE	8.45
POSTING	2.00
HANDBILLS	10.00
COMMISSION	
UNABLE TO LEVY (\$9.00)	
POSTAGE	34 2.96
ADD'L SERVICE	18.00
ADD'L MILEAGE - DEPUTIZE	25.35+12.35
ADD'L POSTING	
COPIES/BILLING	15.00
BID	
RETURN OF INTERROGATORIES	
PHONE CALLS	
TOTAL SHERIFF COSTS	\$ 125.94

DEBT & INTEREST:

DEBT	\$ 46,804.95
INTEREST FROM 11-30-01 TO	
2-5-02 ON \$46,804.95	1,030.99
TOTAL DEBT & INTEREST	\$ 47,835.94

COSTS:

ATTORNEY PAID	\$
ATTORNEY FEES	
COSTS TO PROTHONOTARY	\$ 181.24
SHERIFF'S COSTS	125.94
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
COSTS	\$
OTHER COSTS - POUNDAGE	\$ 956.72
TOTAL COSTS	\$

TOTAL DEBT AND COSTS \$ 125.94

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