

02-1165-CD  
ROBERT E. BROWN et al -vs- ZACHERL MOTOR TRUCK SALES, INC.

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

ROBERT E. BROWN and ALLAN M.  
BROWN,

Plaintiffs

vs.

ZACHERL MOTOR TRUCK SALES,  
INC.,

Defendant

No. 2002- 1165 - C D

**FILED**

**CONFESSION OF JUDGMENT**

To: William Shaw  
Prothonotary of Clearfield County

Dear Sir:

JUL 26 2002  
0/10:25/MS  
William A. Shaw  
Prothonotary  
1 CENT TO PLFF.  
1 CENT W/NOTICE TO DEFT.  
PD 20.00 BY PLCN

We, ROBERT E. BROWN and ALLAN M. BROWN, Plaintiffs in the above-captioned matter, confess judgment against the Defendant ZACHERL MOTOR TRUCK SALES, INC. pursuant to paragraph 9 of a Lease between the parties dated August 15, 1997. An original counterpart of the Lease signed by the parties is attached hereto and incorporated herein by reference. Please enter judgment in favor of Robert E. Brown and Allan M. Brown and against Zacherl Motor Truck Sales, Inc. as follows:

a)	Delinquent Rent through July 2002	\$101,900.00
b)	Unpaid Property and School Taxes:	
	2000 and 2001	\$ 14,196.95
	Pro Rata Share of 2002 to 9/1/02	\$ 2,194.82

- c) Court Costs (to be added) \$ \_\_\_\_\_  
d) Attorneys Fees, reasonably and actually  
incurred (to be added) \$ \_\_\_\_\_

PRELIMINARY TOTAL \$118,291.77

FINAL TOTAL \$

Respectfully submitted,

Date: July 25, 02

Robert E Brown  
Robert E. Brown, Plaintiff

Date: July 25, 2002

Allan M Brown  
Allan M. Brown, Plaintiff

*COPIED* *EXHIBIT*

LEASE

MADE this 15th day of August, 1997 by and between ROBERT BROWN and ALLAN BROWN as individuals with mailing address of P.O. Box 57, Clearfield, PA 16830 (hereinafter "LANDLORD")

A  
N  
D

ZACHERL MOTOR TRUCK SALES, INC., a Pennsylvania business corporation with address of P.O. Box 686, Clarion, PA 16241 (hereinafter "TENANT").

WHEREAS, LANDLORD owns certain premises consisting of vehicle showroom, offices, shop, garage and lots known as 1238 South Second Street, Clearfield, Clearfield County, PA (hereinafter "PREMISES") and;

WHEREAS, TENANT has agreed to lease this real estate from LANDLORD, and;

NOW WITNESSETH:

The parties, their representatives, successors and assigns, intending to be legally bound hereby, in consideration of their mutual promises stated below, enter this Lease according to the following terms:

1. LANDLORD leases to TENANT the premises referred to identified above and further identified by Clearfield County Tax Map No. 123-K08-235-10 to which LANDLORD took title by deed in Clearfield County Record Volume 1725, Page 158.

2. TENANT shall pay to LANDLORD Four Thousand One Hundred Fifty (\$4,150.00) Dollars per month as rent for the premises.

Rent shall be paid on the 15th day of each month.

3. TENANT will pay for water, sewage, electricity, garbage removal, and all other services and utilities for the PREMISES during the term of this Lease.

TENANT shall also be responsible for the immediate removal of all snow, ice, leaves and refuse on the sidewalks and parking lots of the PREMISES.

TENANT will pay all real estate taxes, school taxes and other charges levied against the realty of which the PREMISES form a part. TENANT shall heat the PREMISES at its expense.

4. TENANT, upon paying the rent and performing its other obligations hereunder, may peaceably and quietly have, hold and enjoy the leased PREMISES in accordance with the provisions hereof.

5. The term of this lease shall be for five years and shall automatically renew for additional terms of one year unless either party gives the other written notice of its intent to cancel the lease or renegotiate its terms at least sixty (60) days prior to the expiration of the current term.

6. TENANT will otherwise be responsible for all maintenance, repair, painting and cleaning of the PREMISES. TENANT promises to keep the PREMISES in a clean, neat and fit condition at all times.

7. TENANT will, at TENANT'S expense, make all repairs and replacements to or upon the PREMISES necessitated by the fault, neglect or willful act of TENANT, its employees or agents.

8. LANDLORD authorizes TENANT or its agents to make emergency repairs or incur such expenses as are reasonably and actually necessary to procure emergency repairs for the premises which would otherwise be LANDLORD'S responsibility. TENANT promise to notify LANDLORD of said emergency and/or repairs as soon as possible. TENANT also promises to use only reputable companies or trades people with established expertise to make said repairs.

9. LANDLORD or its agents may inspect the PREMISES at a designated time and date upon forty-eight hours prior written notice to the TENANT.

10. If TENANT defaults in the payment of rent, or in the performance of any of TENANT'S other obligations hereunder, LANDLORD may at any subsequent time, after once notifying TENANTS in writing of such default, (unless within one (1) month after such notice, TENANT commences and diligently prosecutes the curing of said default), declare the term ended; re-enter the PREMISES, or any part thereof, with or without legal process; remove TENANT or any other occupants; and, fully repossess the leased PREMISES.

The TENANT authorizes any attorney at law to appear for it before the Prothonotary of any Court of record of the Commonwealth of Pennsylvania, or any state in the United States at anytime after the TENANTS defaults in the payment of rent or in the performance of its' other obligations hereunder, and Confess Judgment against it by an appropriate action in favor of LANDLORD, or its assignees, for the amount of unpaid rent and possession of the premises,

together with costs of suit and reasonable attorney's fees, and release all errors and waive all right of appeal.

**WARNING--BY SIGNING THIS PAPER, YOU GIVE UP THE RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON DEMAND, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF THE COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, LANDLORD.**

11. All notices necessary or proper for either LANDLORD or TENANTS to give or deliver to the other shall be sent, and shall be deemed given when sent, by First Class Mail, Postage Prepaid to their respective addresses first stated above.

12. This Lease shall bind and inure to the benefit of LANDLORD and TENANT, their respective successors and assigns.

13. TENANT may not assign this lease or sublet the Premises without the prior written consent of LANDLORD. The LANDLORD may in its sole discretion assign this lease to any real estate partnership, corporation or other business enterprise in which Robert Brown and/or Allan Brown hold a controlling ownership interest.

14. This Agreement shall be governed by the laws of Pennsylvania. Jurisdiction and venue shall rest in the Court of Common Pleas of Clearfield County, Pa., for all suits and claims.

15. LANDLORD and TENANT promises that they will carry comprehensive casualty and general liability insurance upon the PREMISES with a reputable insurance carrier with a minimum coverage of \$1,000,000.00 per loss. This insurance policy shall name LANDLORD and TENANT as a co-insureds, "as their interests may appear". The parties shall allocate premium payments between

themselves on an annual basis. This policy shall obligate the carrier to provide LANDLORD with ten (10) days' written notice prior to any cancellation or termination of the policy. Upon LANDLORD'S request, TENANT will provide certification issued by the carrier to LANDLORD that TENANT is so insured.

LANDLORD shall carry additional insurance upon the PREMISES to cover its interest.

16. TENANT agrees to indemnify and hold LANDLORD, its successors and assigns, harmless against all suits, claims, fines and damages (including but not limited to death and personal injury) whatsoever arising from the PREMISES and the act, error or omission of TENANT, its officers, agents or employees.

LANDLORD agrees to indemnify and hold TENANT, its successors and assigns, harmless against all suits, claims, fines and damages (including but not limited to death and personal injury) whatsoever arising from the PREMISES and the act, error or omission of LANDLORD, its officers, agents or employees.

17. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this agreement to be drafted. All terms and words used in this agreement, regardless of the number or gender, in which they are used, shall be deemed to include any other number and any other gender as the context may require. In construing this Agreement, "LESSOR" and "LESSEE" shall mean, wherever applicable, an



individual or corporation, as the case may be;


18. This Agreement (and Exhibits, if any), represents the Sole agreement of the parties and supercedes all prior Agreements, communications, representations and negotiations, whether oral or written.

19. This Agreement can only be modified or amended by the prior written consent of all parties hereto.

20. This Agreement shall be executed in two (2) counterparts, either one of which shall serve as an original for all intents and purposes.

IN WITNESS WHEREOF, the LANDLORD and TENANTS executed this Lease on the date aforesaid and for the purposes herein contained.

  
Allan Brown

  
Robert Brown

Zacherl Motor Truck Sales, Inc.

  
Donald Kahle

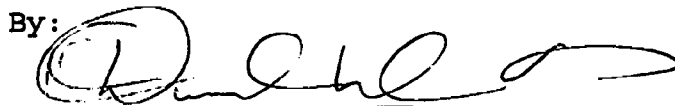
ADDENDUM TO LEASE AGREEMENT

This addendum is to that lease agreement signed August 15, 1997, and with an effective date of September 2, 1997, between Alan Brown and Robert Brown of Clearfield, PA., and Zacherl Motor Truck Sales, Inc., of Clarion, PA. This addendum provides for a modification of the existing lease only for the property owned by Allan Brown and Robert Brown located at 1224 South Second Street and consisting of a vehicle showroom, offices, shop, garage, and acreage described in the Lease Agreement as "Premises".

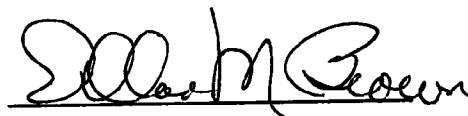
NOW THEREFORE, THE PARTIES INTENDING TO BE LEGALLY BOUND, do hereby agree that the monthly rental amount as set forth in the Lease Agreement shall be divided equally between the Tenant, Zacherl Motor Truck Sales, Inc., and C. Classic Dodge of Clearfield, PA a temporary Tenant, for that period of time only during which C. Classic Dodge does in fact occupy the premises jointly with Zacherl.

ADDITIONALLY, Zacherl Motor Truck Sales, Inc., and C. Classic Dodge shall be equally responsible during the period of joint occupancy, for the water, sewage, electricity, garbage removal and all other services and utilities incurred related to the Premises as a result of occupancy by the parties.

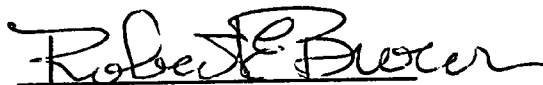
By:



Zacherl Motor Truck Sales, Inc.



Allan M. Brown



Robert E. Brown

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

ROBERT E. BROWN and ALLAN M.  
BROWN,

Plaintiffs

vs.

ZACHERL MOTOR TRUCK SALES,  
INC.,

Defendant

No. 2002-

**CERTIFICATE OF ADDRESS**

We, the undersigned, certify that to the best of our information, knowledge and belief, the correct address of the Plaintiffs and the last known address of the Defendant are:

Plaintiffs: Robert E. Brown  
Allan M. Brown  
C/O C Classic Dodge  
1238 S. Second Street  
Clearfield, PA 16830

Defendant: Zacherl Motor Truck Sales, Inc.  
P. O. Box 686  
Clarion, PA 16241

Date:

July 25, 02

Robert E Brown  
Robert E. Brown, Plaintiff

Date:

July 25, 2002

Allan M Brown  
Allan M. Brown, Plaintiff

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

ROBERT E. BROWN and ALLAN M.  
BROWN,  
Plaintiffs


vs.

ZACHERL MOTOR TRUCK SALES,  
INC.,  
Defendant

No. 2002- 1165-C0

Notice is given that a judgment has been entered of record in Clearfield County against Zacherl Motor Truck Sales, Inc., Defendant, and in favor of the Plaintiffs in the amount of \$118,291.77 plus interest and costs.

Prothonotary

By  7-25-03, Deputy

Rule of Civil Procedure No. 236

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

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

Robert E. Brown  
Allan M. Brown  
Plaintiff(s)

No.: 2002-01165-CD

Real Debt: \$118,291.77

Atty's Comm:

Vs.

Costs: \$

Int. From:

Zacherl Motor Truck Sales, Inc.  
Defendant(s)

Entry: \$

Instrument: Confession of Judgment

Date of Entry: July 25, 2002

Expires: July 25, 2007

Certified from the record this July 25, 2002

\_\_\_\_\_  
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

ROBERT E. BROWN and ALLAN M.  
BROWN,

Plaintiffs

vs.

ZACHERL MOTOR TRUCK SALES,  
INC.,

Defendant

No. 2002- 1165-CD

PRAECIPE FOR WRIT EXECUTION

**FILED**

To: Clearfield County Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter,

1. Directed to the Sheriff of Clearfield County; and
2. Against Zacherl Motor Truck Sales, Inc., Defendant.
3. Index this Writ against Zacherl Motor Truck Sales, Inc. and the following property:

All inventory, parts, materials, supplies, equipment, furnishings, appliances, computers, vehicles and other tangible personal property located at the Defendant's present or former place of business in Lawrence Township, Clearfield County, Pennsylvania known as 1224 South Second Street, Clearfield, Pennsylvania.

JUL 26 2002  
0/10:30/ur  
William A. Shaw  
Prothonotary

*(Signature)*

20.-  
BY  
P.F.F.

4. Amounts due:

a)	Delinquent Rent through July 2002	\$101,900.00
b)	Unpaid Property and School Taxes:	
	2000 and 2001	\$ 14,196.95
	Pro Rata Share of 2002 to 9/1/02	\$ 2,194.82
c)	Court Costs (to be added)	\$ _____
d)	Attorneys Fees, reasonably and actually incurred (to be added)	\$ _____

PRELIMINARY TOTAL	\$118,291.77
<del>PROHIBITION</del>	<del>100. -</del>
FINAL TOTAL	\$ _____

Date: July 25, 02

Robert E. Brown  
Robert E. Brown, Plaintiff

Date: July 25, 2002

Allan M. Brown  
Allan M. Brown, Plaintiff

**FILED**

**JUL 26 2002**

**William A. Shaw  
Prothonotary**



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

ROBERT E. BROWN and ALLAN M.  
BROWN,

Plaintiffs

vs.

ZACHERL MOTOR TRUCK SALES,  
INC.,

Defendant

No. 2002- 1165- cp

**WRIT OF EXECUTION  
NOTICE**

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

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

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Corner of Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641

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

ROBERT E. BROWN and ALLAN M.  
BROWN,

Plaintiffs

vs.

ZACHERL MOTOR TRUCK SALES,  
INC.,

Defendant

No. 2002- 1165-CD

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the property owned by the Defendant as follows and sell its interest therein:


All inventory, parts, materials, supplies, equipment, furnishings, appliances, computers, vehicles and other tangible personal property located at the Defendant's present or former place of business in Lawrence Township, Clearfield County, Pennsylvania known as 1224 South Second Street, Clearfield, Pennsylvania.

2. Amounts due:

a)	Delinquent Rent through July 2002	\$101,900.00
b)	Unpaid Property and School Taxes:	
	2000 and 2001	\$ 14,196.95
	Pro Rata Share of 2002 to 9/1/02	\$ 2,194.82
c)	Court Costs (to be added)	\$ _____

d) Attorneys Fees, reasonably and actually  
incurred (to be added) \$ \_\_\_\_\_

PRELIMINARY TOTAL \$118,291.77  
~~Prothonotary~~ 100.00  
FINAL TOTAL \$

  
\_\_\_\_\_  
Prothonotary

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

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

ROBERT E. BROWN and ALLAN M.  
BROWN,

Plaintiffs

vs.

ZACHERL MOTOR TRUCK SALES,  
INC.,

Defendant

No. 2002- 1165- CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, \_\_\_\_\_ the \_\_\_\_\_ for Zacherl Motor Truck  
Sales, Inc., claim exemption of property from levy or attachment:

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

(a) I desire that the \$300.00 statutory exemption be

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

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

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

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

(a) the \$300.00 statutory exemption: \_\_\_\_ in cash \_\_\_\_ in kind (specify property):  
\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

ZACHERL MOTOR TRUCK SALES, INC., Defendant

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Clearfield County Sheriff  
Clearfield County Courthouse  
Corner of Second and Market Streets  
Clearfield, PA 16830

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12950

BROWN, ROBERT E.

02-1165-CD

VS.

ZACHERL MOTOR TRUCK SALES, INC.

WRIT OF EXECUTION PERSONAL PROPERTY

**SHERIFF RETURNS**

NOW, AUGUST 29, 2002 ATTEMPTED TO LEVY ON THE PROPERTY OF THE  
DEFENDANT, ZACHERL MOTOR TRUCK SALES, INC. BUILDING WAS EMPTY  
NOTHING TO LEVY ON. NO SERVICE MADE DEFENDANTS IN CLARION PA.

NOW, OCTOBER 3, 2002 RETURN WRIT AS DEPUTY COULD FIND NOTHING OF  
DEFENDANTS TO LEVY ON, AID COSTS FROM ADVANCE AND MADE REFUND OF  
UNUSED ADVANCE TO PLAINTIFF.

SHERIFF HAWKINS \$43.74

SURCHARGE \$20.00

PAID BY PLAINTIFF

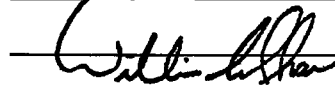
**FILED**

01110581  
OCT 03 2002

William A. Shaw  
Prothonotary

Sworn to Before Me This

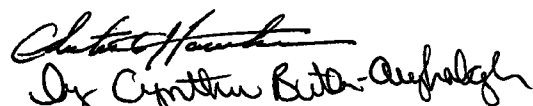
3<sup>rd</sup> Day Of October 2002



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



So Answers,



Chester A. Hawkins  
Sheriff

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

ROBERT E. BROWN and ALLAN M.  
BROWN,

Plaintiffs

vs.

ZACHERL MOTOR TRUCK SALES,  
INC.,

Defendant

No. 2002- 1165- CD

**WRIT OF EXECUTION  
NOTICE**

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

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

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Corner of Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641



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

ROBERT E. BROWN and ALLAN M. BROWN,	:	
	:	No. 2002-
Plaintiffs	:	
	:	
	:	
vs.	:	
	:	
	:	
ZACHERL MOTOR TRUCK SALES, INC.,	:	
	:	
Defendant	:	
	:	

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the property owned by the Defendant as follows and sell its interest therein:

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2. Amounts due:

a)	Delinquent Rent through July 2002	\$101,900.00
b)	Unpaid Property and School Taxes:	
	2000 and 2001	\$ 14,196.95
	Pro Rata Share of 2002 to 9/1/02	\$ 2,194.82
c)	Court Costs (to be added)	\$ _____

d) Attorneys Fees, reasonably and actually  
incurred (to be added)

\$ \_\_\_\_\_

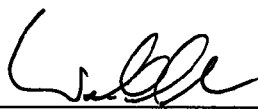
PRELIMINARY TOTAL \$118,291.77

~~PROTHONOTARY~~

100. .

FINAL TOTAL

\$

  
\_\_\_\_\_  
Prothonotary

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

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

Received July 24, 2002 @ 9:30 a.m.

Chester A. Hawkins  
by Cynthia Butler - Aughenbaugh

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

ZACHERL MOTOR TRUCK SALES, INC., Defendant

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Clearfield County Sheriff  
Clearfield County Courthouse  
Corner of Second and Market Streets  
Clearfield, PA 16830

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

# PERSONAL PROPERTY

## SCHEDULE OF DISTRIBUTION

NAME: ZACHERL NO. 021165-CD

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	2.00
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	
UNABLE TO LEVY (9.00)	9.00
POSTAGE	0.74
ADD'L SERVICE	
ADD'L MILEAGE-DEPUTIZE	9.00
ADD'L POSTING	
COPIES/BILLING	
BID	
RETURN OF INTERROGATORIES	
PHONE CALLS	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>43.74</b>

### DEBT & INTEREST

DEBT	101,900.00
INTEREST	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>101,900.00</b>

### COSTS:

ATTORNEY PAID	
ATTORNEY FEES	
COSTS TO PROTHONOTARY	
SHERIFF'S COSTS	43.74
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
<b>COSTS</b>	
<b>OTHER COSTS-PREVIOUS</b>	
<b>TOTAL COSTS</b>	<b>43.74</b>

**TOTAL DEBT AND COSTS** 101,943.74

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**