

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 : No. 2002- 1165-C0
vs. :
ZACHERL MOTOR TRUCK SALES, INC., Defendant :
:

FILED

CONFESSON OF JUDGMENT

To: William Shaw
Prothonotary of Clearfield County

Dear Sir:

JUL 26 2002
0/10.25/wes
William A. Shaw
Prothonotary
1 CENT TO PLFF. PD 80.00 BY
1 CENT W/NOTICE TO DEF. 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

J. A. P. L. E. D.

EXHIBIT D

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
Allan Brown

Robert Brown
Robert Brown

Zacherl Motor Truck Sales, Inc.

Donald Kahle
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".

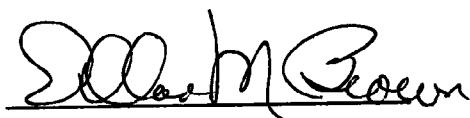
NOW THEREFORE, THE PARTIES INTENDING TO BE LEGALLY BOUND, do hereby agree that the monthly rental amount as set forth in the Lease Agreement shall be divided equally between the Tenant, Zacherl Motor Truck Sales, Inc., and C. Classic Dodge of Clearfield, PA a temporary Tenant, for that period of time 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 : No. 2002-
vs. :
ZACHERL MOTOR TRUCK SALES,
INC., :
Defendant :
:

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, 2002

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 : No. 2002- 1163-cv
vs. :
ZACHERL MOTOR TRUCK SALES, INC., Defendant :
:

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 W.A. Shaw 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 : No. 2002- 1165-cd
vs. :
ZACHERL MOTOR TRUCK SALES, INC., Defendant :
:

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
010:30 AM
F. Shaw
William A. Shaw
Prothonotary pp
20.-
BY
PLFF.

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
<i>Pro Rata Share</i>	<i>100. -</i>
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,	:	No. 2002- 1165-cv
Plaintiffs	:	
	:	
	:	
vs.	:	
	:	
	:	
ZACHERL MOTOR TRUCK SALES,	:	
INC.,	:	
Defendant	:	
	:	

**WRIT OF EXECUTION
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may 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- 1165-CD
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:

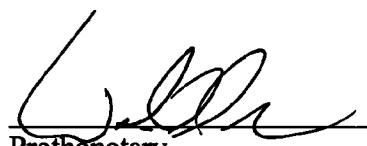
All inventory, parts, materials, supplies, equipment, furnishings, appliances, computers, vehicles and other tangible personal property located at the Defendant's present or former place of business in Lawrence Township, Clearfield County, Pennsylvania known as 1224 South Second Street, Clearfield, Pennsylvania.

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
<i>P. R. H. -</i>	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, : No. 2002- 1165- CD
Plaintiffs :
: :
: :
vs. : :
: :
: :
ZACHERL MOTOR TRUCK SALES, :
INC., :
Defendant : :
: :

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, ZACHERAL 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**

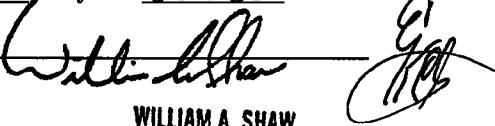
FILED

0/11/05 ROL
OCT 03 2002

**William A. Shaw
Prothonotary**

Sworn to Before Me This

3rd Day Of October 2002



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

So Answers,

*Chester Hawkins
By Cynthia Bitch-Cayfaygh*
**Chester A. Hawkins
Sheriff**

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

ROBERT E. BROWN and ALLAN M. BROWN, : No. 2002- 1165-cv
Plaintiffs :
vs. :
ZACHERL MOTOR TRUCK SALES, :
INC., :
Defendant :
:

**WRIT OF EXECUTION
NOTICE**

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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:

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.

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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, 2003 @ 9:30 a.m.

Chester A. Hawkins
by Anthony Butler - Alleghenyburgh

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

CLAIM FOR EXEMPTION

To the Sheriff:

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

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(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

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	DEBT	101,900.00
SERVICE	9.00	INTEREST	
MILEAGE	2.00		
LEVY		TOTAL DEBT & INTEREST	101,900.00

MILEAGE

POSTING

HANDBILLS

COMMISSION

UNABLE TO LEVY (9.00)

DEBT & INTEREST

POSTAGE

ADD'L SERVICE

ADD'L ,MILEAGE-DEPUTIZE

ADD'L POSTING

COPIES/BILLING

BID

RETURN OF INTERROGATORIES

PHONE CALLS

TOTAL SHERIFF COSTS

COSTS:

ATTORNEY PAID

ATTORNEY FEES

COSTS TO PROTHONOTARY

SHERIFF'S COSTS

43.74

REFUND OF ADVANCE

REFUND OF SURCHARGE

COSTS

OTHER COSTS-PREVIOUS

TOTAL COSTS

43.74

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