

03-323-CD  
PNC BANK - vs - BOBBY HAWKINS AND JOAN HAWKINS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff

NO. 2003-323-CD

vs.

COMPLAINT IN CIVIL ACTION

BOBBY HAWKINS and  
JOAN HAWKINS,

Defendant

Code:

Counsel of Record for This Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

BANK\_FL:193112-1 000011-111692

**FILED**

MAR 07 2003  
2003-323-C  
William A. Shaw  
Prothonotary  
2 cmr to Shpr  
1 cmr to Mtn

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,      )  
  )  
  )  
Plaintiff,                              )  
  )  
  )  
vs.                                      )  
  )  
  )  
BOBBY HAWKINS and                    )  
JOAN HAWKINS,                        )  
  )  
  )  
Defendants.                            )

No.

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 the complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the 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.

DAVID S. MEHOLICK  
COURT ADMINISTRATOR  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 1303

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,      )  
    )  
    )  
Plaintiff,                              )  
    )  
    ) No.  
    )  
vs.                                      )  
    )  
    )  
BOBBY HAWKINS and                    )  
JOAN HAWKINS,                        )  
    )  
    )  
Defendants.                            )

COMPLAINT IN CIVIL ACTION

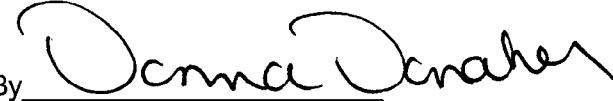
AND NOW, comes the Plaintiff, PNC BANK, NATIONAL ASSOCIATION, formerly Pittsburgh National Bank, by and through its counsel, Tucker Arensberg, P.C., and files this Complaint in Civil Action, stating as follows:

1. Plaintiff, PNC BANK, NATIONAL ASSOCIATION ("PNCB"), is a national banking association organized under the laws of the United States and a citizen of Pennsylvania, with its main office located at Fifth Avenue and Wood Street, Pittsburgh, Pennsylvania.
2. Defendants are Bobby Hawkins and Joan Hawkins whose last known address is 7 Dorthea Street, Houtzdale, PA 16651.
3. Defendants, on March 22, 1996, executed a Promissory Note ("Note") and thereby promised prompt and punctual payment of the indebtedness due under the Note. A true and correct copy of said Note is attached hereto, incorporated herein and labeled Exhibit "A".
4. By the Note, Defendants promised to pay Plaintiff the principal sum of \$20,000.00 together with interest thereon in the manner provided by the Note.
5. There has been no assignment of the Note.
6. The Defendants are in default of the terms of the Note by reason of their failure to make payments when due.

7. As of February 21, 2003, the balance owing to PNC Bank under the Note is \$10,179.62.

WHEREFORE, Plaintiff, PNC Bank, National Association, requests a judgment against the Defendants, Bobby Hawkins and Joan Hawkins, jointly and severally, in the amount of \$11,197.58 together with interest and costs of suit.

TUCKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Attorneys for Plaintiff

## PROMISSORY NOTE

4000077701

Principal	Loan Date	Maturity	Loan No.	Cal.	Collateral	Account	Other	Comments
\$20,000.00	03-22-1996	03-27-2006						

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** BOBBY G. HAWKINS (SSN: 241-68-3572)  
 JOAN C. HAWKINS (SSN: 164-42-2385)  
 SEVEN DOROTHEA STREET  
 HOUTZDALE, PA 16651

**Lender:** PNC BANK, NATIONAL ASSOCIATION  
 1631 South Atherton Street  
 State College, PA 16801

**Principal Amount:** \$20,000.00

**Interest Rate:** 9.500%

**Date of Note:** March 22, 1996

**PROMISE TO PAY.** I promise to pay to PNC BANK, NATIONAL ASSOCIATION ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Thousand & 00/100 Dollars (\$20,000.00), together with interest at the rate of 9.500% per annum on the unpaid principal balance from March 27, 1996, until paid in full. The interest rate will not increase above 18.000%.

**PAYMENT.** I will pay this loan in 120 payments of \$258.42 each payment. My first payment is due April 27, 1996, and all subsequent payments are due on the same day of each month after that. My final payment will be due on March 27, 2006, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, as Lender may designate in writing. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in one or more fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is less.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Upon default, including failure to pay upon final maturity, not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage dated March 22, 1996, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

**PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE AND THE NOTICE TO COSIGNER SET FORTH BELOW. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

**BORROWER:**

**EXHIBIT**

**"A"**

03-22-1996  
Loan NoPROMISSORY NOTE  
(Continued)

Page 2

BOBBY G. HAWKINS

JOAN C. HAWKINS

## NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The lender can collect this debt from you without first trying to collect from the borrower. The lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

Fixed Rate, Installment.

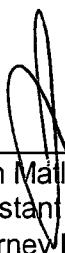
LASER PRO, Reg. U.S. Pat. &amp; T.M. Off., Ver. 3.20b (c) 1998 CFI ProServices, Inc. All rights reserved. [PA-D20 E3.21 F3.21 P3.21 HAWKINS.LNC45.0W]

VERIFICATION

The undersigned, John Matlak, hereby verifies the statements of fact contained in the attached Complaint in Civil Action to be true and correct according to his personal knowledge, information and belief, and further pledges that this verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 3.3.03

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

  
John Matlak  
Assistant Vice President and  
Attorney Relations Manager

BANK\_FI:193112-1 000011-111692

John Matlak  
Assistant Vice President and  
Attorney Relations Manager

3.3.03

John Matlak  
Assistant Vice President and  
Attorney Relations Manager

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13765

PNC BANK, NATIONAL ASSOCIATION

03-323-CD

VS.

HAWKINS, BOBBY and JOAN

**COMPLAINT**

**SHERIFF RETURNS**

NOW MARCH 18, 2003 AT 3:24 PM SERVED THE WITHIN COMPLAINT ON BOBBY HAWKINS, DEFENDANT AT THE SHERIFF'S OFFICE, E. MARKET ST., CLEARFIELD CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BOBBY HAWKINS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER

NOW MARCH 25, 2003 AT 5:35 PM SERVED THE WITHIN COMPLAINT ON JOAN HAWKINS, DEFENDANT AT (meeting place) HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THE JOAN HAWKINS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: HAWKINS

---

Return Costs

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

**FILED**

APR 11 2003

William A. Shaw  
Prothonotary

Sworn to Before Me This

11 Day Of April 2003  
William A. Shaw

So Answers,

*Chester A. Hawkins  
by Marley Harris*  
Chester A. Hawkins  
Sheriff

NO. \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
)  
Plaintiff, ) NO. 2003-323-CD  
)  
vs. ) PRAECIPE FOR DEFAULT  
) JUDGMENT  
)  
BOBBY HAWKINS and )  
JOAN HAWKINS, ) Filed on behalf of Plaintiff,  
) PNC BANK, NATIONAL ASSOCIATION  
)  
Defendants. ) Code:  
)  
)  
) Counsel of Record for This Party:  
)  
) Donna M. Donaher, Esquire  
) Pa. I.D. #53165  
)  
) TUCKER ARENSBERG, P.C.  
) Firm No. 287  
) 1500 One PPG Place  
) Pittsburgh, PA 15222  
) (412) 566-1212

**FILED**

MAY 02 2003

William A. Shaw  
Deputy Prothonotary

NO. \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	NO. 2003-323-CD
	)	
vs.	)	
	)	
BOBBY HAWKINS and	)	
JOAN HAWKINS,	)	
	)	
Defendants.	)	

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment against Defendants, Bobby Hawkins and Joan Hawkins, for failure to file a responsive pleading, in the amount of \$11,197.58, plus costs of suit.

TUCKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

NO. \_\_\_\_\_

CERTIFICATION

The undersigned hereby certifies that a true and correct notice of intention to enter a default judgment, said notice conforming to Pa.R.C.P. No. 237.1, was sent to defendant(s), by U.S. mail, postage prepaid on the 16th day of April, 2003.



\_\_\_\_\_  
Attorney for PNC Bank, National Association

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

PNC BANK, NATIONAL ASSOCIATION, )  
Plaintiff, ) NO. 2003-323-CD  
vs. )  
BOBBY HAWKINS and )  
JOAN HAWKINS, )  
Defendants. )

TO: Bobby Hawkins  
7 Dorthea Street  
Houtzdale, PA 16651

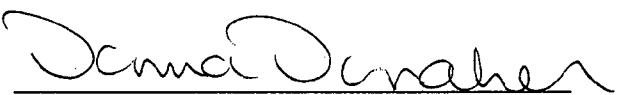
DATE OF NOTICE: April 16, 2003

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

TUCKER ARENSBERG, P.C.

  
Donna M. Donaher, Esquire  
Attorney for Plaintiff  
1500 PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

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

PNC BANK, NATIONAL ASSOCIATION, )  
Plaintiff, ) NO. 2003-323-CD  
vs. )  
BOBBY HAWKINS and )  
JOAN HAWKINS, )  
Defendants. )

TO: Joan Hawkins  
7 Dorthea Street  
Houtzdale, PA 16651

DATE OF NOTICE: April 16, 2003

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Donna M. Donaher, Esquire  
Attorney for Plaintiff  
1500 PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

NO. \_\_\_\_\_

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

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
Plaintiff, ) NO. 2003-323-CD  
vs. )  
BOBBY HAWKINS and )  
JOAN HAWKINS, )  
Defendants. )

To: Bobby Hawkins  
7 Dorthea Street  
Houtzdale, PA 16651

NOTICE OF ENTRY OF JUDGMENT

Please take notice that on May 2, 2003, a Judgment by Default, was entered against you in the court and at docket term and number set forth above.

The amount of the Judgment is \$11,197.58, plus costs.

---

Prothonotary, Clearfield County

NO. \_\_\_\_\_  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
Plaintiff, ) NO. 2003-323-CD  
vs. )  
BOBBY HAWKINS and )  
JOAN HAWKINS, )  
Defendants. )

To: Joan Hawkins  
7 Dorthea Street  
Houtzdale, PA 16651

NOTICE OF ENTRY OF JUDGMENT

Please take notice that on May 2, 2003, a Judgment by Default, was entered against you in the court and at docket term and number set forth above.

The amount of the Judgment is \$11,197.58, plus costs.

\_\_\_\_\_  
Prothonotary, Clearfield County

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

PNC Bank, National Association  
Plaintiff(s)

No.: 2003-00323-CD

COPY

COPY

Real Debt: \$11,197.58

Atty's Comm: \$

Vs.

Costs: \$

Bobby Hawkins  
Joan C. Hawkins  
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 2, 2003

Expires: May 2, 2008

Certified from the record this 2nd day of May, 2003

---

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

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

NO. 2003-323-CD

Plaintiff,

vs.

**PRAECIPE FOR WRIT OF EXECUTION**

BOBBY HAWKINS and  
JOAN HAWKINS,

Filed on behalf of Plaintiff, PNC Bank,  
National Association

Defendants.

CODE:

Counsel of Record for This Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

**FILED**

**MAR 08 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMONS PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

PNC BANK, NATIONAL ASSOCIATION      )      CASE NO. 2003-323-CD  
  )  
  )  
Plaintiff,                              )  
  )  
vs.                                      )  
  )  
BOBBY HAWKINS and                    )  
JOAN HAWKINS,                        )  
  )  
Defendants.                            )

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Issue writ of execution in the above matter,

- (1)      directed to the Sheriff of Clearfield County;
- (2)      against, Bobby Hawkins and Joan Hawkins, Defendants;
- (3)      and index this writ  
              (a)     against Bobby Hawkins and Joan Hawkins, Defendants;
- (4)      Amount due                              \$11,197.58

Total    \$11,197.58

125.00 Prothonotary Costs



Donna M. Donaher, Esquire  
Attorney for PNC Bank, National  
Association  
TUCKER ARENSBERG, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated.

Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued.

Paragraph (3) above should be completed only if a name garnishee is to be included in the writ.

Paragraph (4) (a) should be completed only if indexing of the execution in the county of issuance, is desired as authorized by Rule 3104(a). Where the writ issues to another county indexing is required as of course in that county by the Prothonotary.

See Rule 3104(b).

Paragraph 4 (b) should be completed only if real property in the name of a garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

Certification as to waiver of exemption may be included in the Praecept. Specific directions to the sheriff as to property to be levied upon may be included in the Praecept or by separate direction at the option to Plaintiff.

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

PNC Bank, National Association

Vs.

NO.: 2003-00323-CD

Bobby Hawkins and  
Joan Hawkins

**COPY**

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from BOBBY HAWKINS and JOAN HAWKINS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

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: \$11,197.58

PAID: \$125.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/08/2004

Received this writ this \_\_\_\_\_ day

of \_\_\_\_\_ A.D. \_\_\_\_\_

At \_\_\_\_\_ A.M./P.M.

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Donna M. Donaher, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15360  
NO: 03-323-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
VS.  
DEFENDANT: HAWKINS, BOBBY

WRIT OF EXECUTION PERSONAL PROPERTY

**SHERIFF RETURN**

DATE RECEIVED WRIT: 03/09/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/25/2006

**FILED**

01/25/2006  
JAN 25 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED BOBBY HAWKINS

UNABLE TO SERVE BOBBY HAWKINS, DEFENDANT, NOT LIVING AT ADDRESS PROVIDED, 7 DORTHEA STREET, HOUTZDALE, PA.

@ SERVED JOAN HAWKINS

UNABLE TO SERVE JOAN HAWKINS, DEFENDANT, NOT LIVING AT ADDRESS PROVIDED, 7 DORTHEA STREET, HOUTZDALE, PA..

@ SERVED

NOW, JANUARY 25, 2006 RETURN WRIT AS UNABLE TO LEVY AND SERVE DEFENDANTS NOT RESIDING AT 7 DORTHEA STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15360  
NO: 03-323-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: HAWKINS, BOBBY

WRIT OF EXECUTION PERSONAL PROPERTY

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$75.52

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
By: *John Bitter, Deputy Sheriff*  
Chester A. Hawkins  
Sheriff

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

PNC Bank, National Association

Vs.

NO.: 2003-00323-CD

Bobby Hawkins and  
Joan Hawkins

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from BOBBY HAWKINS and JOAN HAWKINS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

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: \$11,197.58

PAID: \$125.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

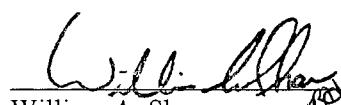
OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/08/2004

Received this writ this 9th day  
of March A.D. 2004  
At 2:00 A.M./P.M.

Chester A. Shaw  
Sheriff by Cynthia Butler-Augustbaugh

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

Requesting Party: Donna M. Donaher, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME BOBBY HAWKINS

NO. 03-323-CD

NOW, January 24, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Hawkins, Bobby to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00	DEBT-AMOUNT DUE	11,197.58
SERVICE	9.00	INTEREST @	0.00
MILEAGE	12.96	FROM TO	
LEVY			
MILEAGE		PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	
CSDS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	1.56	ATTORNEY COMMISSION	
HANDBILLS	10.00	REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	40.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE	9.00	ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$11,237.58
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
BILLING/PHONE/FAX		ADVERTISING	0.00
CONTINUED SALES		TAXES - COLLECTOR	
MISCELLANEOUS	9.00	TAXES - TAX CLAIM	
TOTAL SHERIFF COSTS	\$75.52	DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		DEED COSTS	0.00
DEED COSTS:		SHERIFF COSTS	75.52
ACKNOWLEDGEMENT		LEGAL JOURNAL COSTS	0.00
REGISTER & RECORDER		PROTHONOTARY	125.00
TRANSFER TAX 2%	0.00	MORTGAGE SEARCH	
TOTAL DEED COSTS	\$0.00	MUNICIPAL LIEN	
		TOTAL COSTS	\$200.52

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