

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,

Plaintiff

vs.

BOBBY HAWKINS and
JOAN HAWKINS,

Defendant

CIVIL DIVISION

NO. 2003-323-CD

COMPLAINT IN CIVIL ACTION

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_FI:193112-1 000011-111692

FILED

MAR 07 2003

2/12/30/03
William A. Shaw
Prothonotary

2 cases to SHP
1 case to APP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

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

Principal	Loan Date	Maturity	Loan No	Coll	Collateral	Account	Officer	Initial
\$20,000.00	03-22-1996	03-27-2006					KLD	

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: 184-42-2385)
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 \$258.82 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, multiplied by the actual number of days the principal balance is outstanding. 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 me making 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 on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is 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, Lender, at its option, may also, if permitted under applicable law, increase the interest rate on this Note to 18.000% per annum. The interest rate will 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 Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not 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 Centre 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 accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or set off 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"

tabbies

03-22-1996

Loan No

PROMISSORY NOTE
(Continued)

Page 1

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.

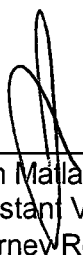
Fixed Rate. Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20b (c) 1998 CFI ProServices, Inc. All rights reserved. (PA-D20 E3.21 F3.21 P3.21 HAWKINS.LN 045.OV)

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

WILLIAMSON
COUNTY
CLERK
OF COURTS
JAN 10 2003

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 Maury Harris
Chester A. Hawkins
Sheriff

NO. _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

vs.

BOBBY HAWKINS and
JOAN HAWKINS,

Defendants.

CIVIL DIVISION

NO. 2003-323-CD

PRAECIPE FOR DEFAULT
JUDGMENT

Filed on behalf of Plaintiff,
PNC BANK, NATIONAL ASSOCIATION

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 Clerk

NO. _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

VS.

BOBBY HAWKINS and
JOAN HAWKINS,

Defendants.

CIVIL DIVISION

NO. 2003-323-CD

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.

A handwritten signature in cursive script, reading "Donna Denaher". The signature is written in black ink and is positioned above a horizontal line.

Attorney for PNC Bank, National Association

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

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

vs.

BOBBY HAWKINS and
JOAN HAWKINS,

Defendants.

NO. 2003-323-CD

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 LOOSE 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,

vs.

BOBBY HAWKINS and
JOAN HAWKINS,

Defendants.

NO. 2003-323-CD

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 LOOSE 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

Real Debt: \$11,197.58

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 2, 2003

Expires: May 2, 2008

Vs.

Bobby Hawkins
Joan C. Hawkins
Defendant(s)

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

COPY
COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

NO. 2003-323-CD

Plaintiff,

vs.

BOBBY HAWKINS and
JOAN HAWKINS,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION

Filed on behalf of Plaintiff, PNC Bank,
National Association

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 Praeceptum. Specific directions to the sheriff as to property to be levied upon may be included in the Praeceptum or by separate direction at the option to Plaintiff.

BANK_FIN:218613-1 000011-111692

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

PNC Bank, National Association

Vs.

NO.: 2003-00323-CD

COPY

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
INTEREST: \$
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 03/08/2004

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15360
NO: 03-323-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOICATION
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
018:5731
JAN 25 2006
UN

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 ASSOICATION
VS.
DEFENDANT: HAWKINS, BOBBY

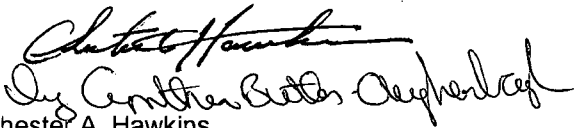
WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$75.52

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
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:

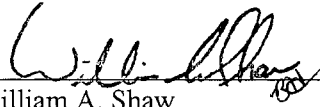
Garnishee(s) as follows:

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
INTEREST: \$
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 03/08/2004

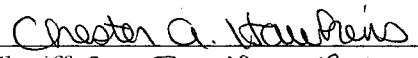
PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$

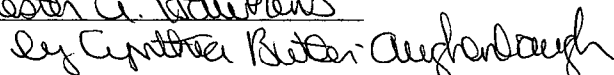


William A. Shaw
Prothonotary/Clerk Civil Division

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

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



Sheriff 

**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:

RDR	9.00
SERVICE	9.00
MILEAGE	12.96
LEVY	
MILEAGE	
POSTING	
CSDS	
COMMISSION	0.00
POSTAGE	1.56
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	9.00
TOTAL SHERIFF COSTS	\$75.52

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	11,197.58
INTEREST @	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$11,237.58

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	75.52
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
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