

03-1341-CD  
HAJOCÀ CORPORATION vs. TIMBERWOLF COMPANY, INC.

THIS IS AN ARBITRATION CASE  
ASSESSMENT OF DAMAGES HEARING  
IS NOT REQUIRED

MORRIS & ADELMAN, P.C.

BY: JAMES W. ADELMAN, ESQUIRE ATTORNEY FOR PLAINTIFF  
IDENTIFICATION #02604

P.O. Box 30477 Hajoca Corporation  
Philadelphia, Pennsylvania 19103-8477  
(215) 568-5621

Hajoca Corporation  
950 Township Line Road  
Chester PA 190013

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: CIVIL DIVISION

vs.

Timberwolf Company Inc.  
RT 453 POB 183  
Smokerun PA 16681

:  
:  
:  
:  
: NO. 03-1341-CD

COMPLAINT  
CIVIL ACTION

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, 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.

Name	<b>DAVID S. MEHOLICK, COURT ADMINISTRATOR</b>
Address	<b>CLEARFIELD COUNTY COURTHOUSE</b>
City	<b>CLEARFIELD, PA 16830</b>
	Tel. No. <b>(814) 765-2641 ext. 5982</b>

**FILED**

**SEP 11 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

1. Plaintiff is Hajoca Corporation. Defendant is Timberwolf Company Inc.

COUNT I

2. At the oral instance and request of Defendant, Plaintiff sold and delivered to Defendant goods and services at the times, of the kinds, in the quantities and for the prices set forth in Plaintiff's books of original entry, a true and correct copy of which is attached hereto, made part hereof, and marked Exhibit "A".

3. Defendant received and accepted the goods and services described in Exhibit "A".

4. The prices, including service and/or other charges, if any, which are set forth in Exhibit "A", are the fair, reasonable and market prices and the prices which Defendant agreed to pay.

5. All credits, if any, to which Defendant is entitled are set forth in Exhibit "A".

6. Although demand has been made, Defendant has failed to make payment of the amount due as above. As a result of the foregoing, there is due and owing from Defendant to Plaintiff the sum of \$1,968.23, which includes attorney's fees of \$510.28 in accordance with the credit application and/or terms of sale.

WHEREFORE, Plaintiff claims there is now justly due and owing by Defendant the sum of \$1,968.23, with interest at 24% from June 25, 2003 and costs on Count I.

COUNT II

7. Paragraphs 1 through 6 are incorporated by reference.

8. On or before June 25, 2003, Plaintiff delivered goods and services to Defendant at the times, of the kinds, in the quantities, and for the prices set forth in Plaintiff's books of original entry, true and correct copies of which are shown as Exhibit "A".

9. Defendant received and accepted the goods and services shown on Exhibit "A", and benefited thereby.

10. The goods and services have a reasonable worth of \$1,968.23.

11. Defendant received the benefit of the goods and services from Plaintiff and it is unconscionable for Defendant to receive those benefits without making restitution to Plaintiff.

12. It can be inferred from the acts in the light of the surrounding circumstances that Defendant implied that it would pay Plaintiff for the goods and services.

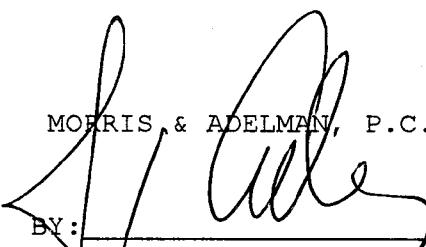
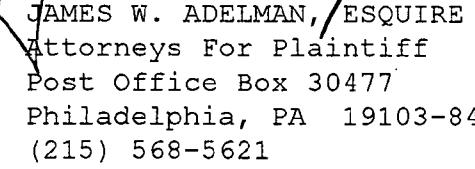
13. Under the circumstances of the case, the ordinary course of dealing and the common understanding of mean, there is shown a mutual intention by Plaintiff to sell and Defendant to pay for the goods and services.

14. Under the circumstances, the goods and services were delivered to Defendant under an implied promise to pay as much as they were reasonably worth.

15. All conditions precedent to the present action have occurred or been performed.

16. Defendant is liable to the Plaintiff in the sum of \$1,968.23 under the theory of quantum valebant, quantum meruit, quasi contract, implied contract, goods had and received, and/or unjust enrichment.

WHEREFORE, Plaintiff claims there is now justly due and owing by Defendant(s) the sum of \$1,968.23 with interest at 24% from June 25, 2003 and costs.

  
MORRIS & ADELMAN, P.C.  
BY:   
JAMES W. ADELMAN, ESQUIRE  
Attorneys For Plaintiff  
Post Office Box 30477  
Philadelphia, PA 19103-8477  
(215) 568-5621

VERIFICATION

Rosemarie Watkins, states that he/she is DISTRICT  
CREDIT MANAGER of HAROCH CORPORATION

and that the facts set forth in the foregoing AFFIDAVIT

\_\_\_\_\_ are true and correct to the best of his/ her  
knowledge, information and belief, and that this statement is made subject to the  
penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Rosemarie Watkins

Dated:

8/19/03

# HAJOCA CORPORATION

## APPLICATION FOR COMMERCIAL CREDIT

HAJOCA CORPORATION: For the purpose of procuring and establishing credit, from time to time, with HAJOCA, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

APPLICANT'S BUSINESS OR CORPORATE NAME

The Timberwolf Co. Inc.

MAIL THIS APPLICATION TO:

PENSTAN SUPPLY  
401 E. Pleasant Valley Blvd.  
Altoona, PA 16602

APPLICATION DATE: 3-27-00

BUSINESS STREET ADDRESS	BILLING ADDRESS		
RT 453	P.O. BOX 183		
SMOKE RVN	COUNTY	STATE	ZIP
SMOKE RVN	Cleagfield	PA	16681
YEAR BUSINESS WAS ESTABLISHED	CONTRACTOR'S LICENSE NO.	WE ARE ENGAGED IN THE BUSINESS OF	
(814) 378-6200/101	1992	SALES TAX EXEMPT	
TYPE OF BUSINESS	PARENT FIRM	IF YOU CHECKED YES, PLEASE ATTACH A COPY OF YOUR VALID EXEMPTION CERTIFICATE	
<input type="checkbox"/> PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION	DEVILIN	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

OWNERS IF APPLICANT IS A SOLE PROPRIETORSHIP OR PARTNERSHIP		OFFICERS IF A CORPORATION	
NAME	TITLE	HOME ADDRESS	HOME PHONE NO.
RAISA LEWIS	PRES	P.O. BOX 183 SMOKE RVN	(814) 378-6201
Robert O'Donnell	INGEN.	BEKARIA	(814) 378-7012
NAME	TITLE	HOME ADDRESS	HOME PHONE NO.

BANK OR SAVINGS AND LOAN ASSOCIATION			
NAME	BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT
NBOC BANK	MOLITZDALE, PA 16651	11-00052704	MANUFACTURER

CREDIT REFERENCES			
NAME	ADDRESS	PHONE	AMOUNT OWING
TRUE VALVE	MOLITZDALE	(814) 378- <del>2222</del> 6114	\$ 3,000.00
INTER. PROD. Sys.	Memphis, TN	(901) 358-4446	\$ 5,000.00
Ken's Stop Shop	BL. RIDGE, PA	(814) 672-5258	\$ 8,000.00
NAME	ADDRESS	PHONE	AMOUNT OWING

Has Applicant or any of its Officers, Principals, Partners, Officers or Directors ever held or voluntarily relieved in bankruptcy or been adjudged bankrupt?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Has Applicant or any of its Officers, Principals, Partners, Officers or Directors ever been guilty of bankruptcy or voluntary relief in bankruptcy?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Are there any past due obligations to Applicants?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			

In consideration of HAJOCA Corporation (referred to herein as "HAJOCA"), extending credit to Applicant. Applicant agrees to pay for all items delivered to or is paid no later than the tenth (10th) day of the month following purchase: NET thereafter. All accounts are due and payable at the remittance address shown on the HAJOCA Invoice. Applicant agrees that each of the terms and conditions of sale stated on the HAJOCA Invoices shall be a term of the contract of each sale due to HAJOCA which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge will be due and payable on the thirty-first (31st) day after the original invoice date, and an additional service charge, computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed a waiver of future service charges. Applicant is retained for collection. Applicant agrees to pay all costs of collection, including, but not limited to, an attorney fee equal to the greater of 33 1/3% of the monies due to HAJOCA or an attorney fee equal to the hourly fee charged by HAJOCA's attorneys multiplied by the hours expended by said attorneys. Attorney fees shall be paid by Applicant when incurred for consultation, trial or appellate services, whether suit be brought or not. Furthermore, Applicant expressly agrees that regardless of place of payment, all suits at law or in equity for breach of this Agreement or for default in payment shall be instituted and maintained in any Court of competent jurisdiction as designated by HAJOCA and Applicant hereby expressly waives any venue rights. The terms of this Agreement shall be governed by the laws of This State and the parties agree to submit to the jurisdiction of This State. The undersigned warrants the above Agreement has been carefully read and the Applicant understands the same. Applicant authorizes HAJOCA to obtain credit and financial information concerning the Applicant at any time and from any source.

198-74-7461  
APPLICANT'S SOCIAL SECURITY NO.  
28-170-6876  
APPLICANT'S FEDERAL TAX NO.

NAME OF APPLICANT

SIGNED BY

RAISA LEWIS  
RAISA Lewis - PRES

TITLE

## PERSONAL GUARANTY

For value received to induce HAJOCA Corporation ("HAJOCA") to extend credit to the Customer, the Guarantor (even if more than one) hereby warrants and unconditionally guarantees to HAJOCA the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Customer to HAJOCA, including finance charges applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for, or established credit line. Guarantor further agrees to waive all venue rights and to pay all expenses, including expenses of court costs and attorney or agency fees paid or incurred by HAJOCA in endeavoring to collect such indebtedness or any part thereof or in enforcing this Guaranty as stated in the application.

Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement whatever with Customer, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. HAJOCA may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantors or sureties, without the same discharging, releasing, or in any manner affecting the liability of Guarantor hereunder.

This Guaranty shall be enforceable before or after proceeding against Customer, or simultaneously therewith, and without resort to any security.

The incorporation, merger, reorganization or sale of the Customer's business shall not operate as a termination of the Guaranty, and the guaranty shall continue as to credit extended such other entity.

This Guaranty shall continue in force until notice in writing of termination sent by registered or certified mail, return receipt requested, is received by HAJOCA, Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated, said date to be less than seven (7) days after the described notice is received and shall not affect transactions with Customer entered into prior to the termination date.

Witness	Date	Guarantor
Bob O'Donnell		
Witness	Date	Guarantor

APPROVED	PC MGR. APPROVAL	SALES STAMP	CREDIT RATING	VERBAL APPROVAL


**HAJOCa CORPORATION  
STATEMENT OF ACCOUNT**
**ACCOUNT: 131 882470  
AS OF 07/17/03**
**PENSTAN SUPPLY  
A DIVISION OF HAJOCa CORPORATION  
401 E PLEASANT VALLEY BLV  
ALTOONA, PA 16602  
Phone: (814) 944-8163**
**THE TIMBERWOLF CO INC  
RT 453  
PO BOX 183  
SMOKERUN PA 16681**
**Please remit your payment with  
a copy of this statement to:**
**HAJOCa CORPORATION  
P O BOX 7777-W9470  
PHILADELPHIA PA 19175**

DATE	No.	DOCUMENT #	AMOUNT	DISCOUNT	CUSTOMER REFERENCE
01/07/03	131	370600	271.03		INVOICE
01/13/03	131	370316	252.75		INVOICE
01/20/03	131	371498	227.77		INVOICE
01/22/03	131	370650	18.48		INVOICE
01/22/03	131	371104	219.35		INVOICE
01/25/03	131	012503	62.87		SERVICE CHARGE
01/27/03	131	371836	234.56		INVOICE
02/25/03	131	022503	73.22		SERVICE CHARGE
03/25/03	131	032503	24.48		SERVICE CHARGE
04/25/03	131	042503	24.48		SERVICE CHARGE
05/25/03	131	052503	24.48		SERVICE CHARGE
06/25/03	131	062503	24.48		SERVICE CHARGE
TOTAL PAST DUE		CURRENT		GROSS AMT DUE	AMOUNT DUE THIS STATEMENT
1,433.47		24.48		1,457.95	1,457.95

 Last payment: \$3,143.64 received 3/18/03  
 Service charge assessed on past due invoices





**Penstar Supply**

INVOICE NUMBER  
DIVISION OF MAJOCAC CORPORATION  
101 Pleasant Valley Blvd., Aliquippa, PA 16602  
814-944-8163  
215-548-2523  
FAX 814-944-5023

CUSTOMER'S  
ORDERING

131-371498  
INVOICE NUMBER

PO. BOX 7777, AMBROZ, PHILADELPHIA, PA 19125

882470

001b

THE TIMBERWOLF CO INC  
BAPTIST 453  
PO BOX 183  
SMOKE RUN PA 16681

WRITTEN BY

DATE

WHEN SHIP

PREPAID

CHARGE

COLLECT

JOB

NAME & ADDRESS

DATE SHIPPED\*

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**Penske Supply**

INVOICE NUMBER

131-370650



PLUMBING SUPPLY COMPANY OF AMERICA  
1000 Valley River, Allentown, PA 18602  
484-863-1404

CUSTOMERS  
ORDER NO.

0016

NAME: **TIMBERWOLF CO INC**  
ADDRESS: **53  
PO BOX 183  
SHOE RUN  
PA 16681**

TO

&lt;p

# Penscan Supply

INVOICE NUMBER

131-371104



REMIT TO: P.O. BOX 7777 - WHEELING, W. VA 26001

CUSTOMERS  
ORDERING

882470 001b

THE TIMBERWOLF CO. INC  
RT 453  
P.O. BOX 183  
SHOKE RUN  
PA 16681

ALPHABETICAL FILE COPY  
WRITTEN BY: DATE WHEN SHIP PREPAID  
7-6-3 10/10/00 ✓ PREPAID COLLECT VIA  
P-CHARGE G/7 DATE SHIPPED  
1-31-03 10/25-2012 N  
10/25 N  
MUL. 18.10 N

JOB NAME & ADDRESS

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU  
ARE AGREEING TO THE TERMS ON THE REVERSE AND ON THE  
RELATED CREDIT APPLICATION. IF FOR ANY REASON YOU ARE  
UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE  
PRODUCT IMMEDIATELY IN NEW CONDITION.

\*CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER,  
THIS CODE IS USED ON OUR INVOICES.

BO - BACK ORDERED, WILL SHIP  
UNLESS INSTRUCTED TO CANCEL

C - CANCELLED, NOT IN STOCK, UNABLE TO PURCHASE LOCALY.

SO - ORDERED, SHIPPED DIRECT FROM FACTORY.

• INVOICE DATE IS SAME AS DATE SHIPPED UNLESS OTHERWISE  
INDICATED.

THIS MATERIAL WAS SPECIFICALLY ORDERED FOR AND WILL BE USED ON THE JOB NAMED HEREIN.

FORM 10000

CONTINUED

# Pestan Supply

INVOICE NUMBER

131-371836

PLUMBING HEATING  
DIVISION OF MAJOCIA CORPORATION  
101 Pleasant Valley Blvd., Aliquippa, PA 16202  
814.944-8163  
FAX 814.944-5025

REF ID:

P.O. BOX 777, YAZOO, ALABAMA 36849-0777

CUSTOMER'S  
ORDER NO.

882470

001b

THE TIBERWOLF CO. INC.

RT. 453

PO BOX 183

SMOKE RUN PA 16681

WRITTEN BY

DATE WHEN SHIP

PREPAID

CHARGE

COLLECT

VIA

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DATE SHIPPED

JOB

NAME & ADDRESS

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TO

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48  
ALPHABETICAL FILE COPY

2101 2 cm. Valve 1 1/2 in.

2 9822 C N 19624 N 2

48 69 4 N 33122

BY ACCEPTING THE PRODUCT DESCRIBED ON THIS INVOICE YOU  
ARE AGREEING TO THE TERMS ON THE REVERSE AND ON THE  
RELATED CREDIT APPLICATION. IF FOR ANY REASON YOU ARE  
UNWILLING OR UNABLE TO ACCEPT SAID TERMS, RETURN THE  
PRODUCT IMMEDIATELY IN NEW CONDITION.

CODE: TO ADVISE YOU PRIORITY CONCERNING YOUR ORDER.  
THIS CODE IS USED ON OUR INVOICES.

BO - BACK ORDERED, WILL SHIP  
UNLESS INSTRUCTED TO CANCEL

C - CANCELLED, NOT IN STOCK, UNABLE TO PURCHASE LOCALLY.

SD - ORDERED SHIPPED DIRECT FROM FACTORY.

• INVOICE DATE IS SAME AS DATE SHIPPED UNLESS OTHERWISE  
NOTATED.

THIS MATERIAL WAS SPECIFICALLY ORDERED FOR AND WILL BE USED ON THE JOB NAMED HEREIN.  
ABOVE MATERIAL RECEIVED:

TOTAL **112.12**  
SALES TAX **—**  
NET **112.12**

FORM 10000

2101

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

**HAJOMA CORPORATION**

**VS.**

**TIMBERWOLF COMPANY INC.**

**COMPLAINT**

**Sheriff Docket # 14565**

**03-1341-CD**

**SHERIFF RETURNS**

NOW OCTOBER 1, 2003 AT 10:12 AM SERVED THE WITHIN COMPLAINT ON TIMBERWOLF COMPANY, INC, DEFENDANT AT RESIDENCE, RT. 43, PO BOX 183, SMOKE RUN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MRS. LEWIS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>84.24</b>	<b>SHERIFF HAWKINS PAID BY: <i>atty</i></b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY Ck# 19936</b>

**Sworn to Before Me This**

*10* Day Of *Oct* 2003  
*CLL*

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

**So Answers,**

*Chester A. Hawkins  
by Marilyn Hanner*  
Chester A. Hawkins  
Sheriff

**FILED**

OCT 10 2003

*10/21/03*

William A. Shaw

Prothonotary/Clerk of Courts

I hereby certify that the above names are correct and Precise Business Address  
the judgment creditor is

Address : 950 Township Line Road  
: Chester PA 190013

Address of : RT 453 POB 183  
Defendant : Smokerun PA 16681

MORRIS & ADELMAN, P.C.  
BY: JAMES W. ADELMAN, ESQUIRE  
IDENTIFICATION #02604  
P.O. Box 30477  
Philadelphia, Pennsylvania 191  
(215) 568-5621

ATTORNEY FOR PLAINTIFF

Hajoca Corporation

Hajoca Corporation  
950 Township Line Road  
Chester PA 190013

• COURT OF COMMON PLEAS  
• CLEARFIELD COUNTY  
• CIVIL DIVISION

vs.

Timberwolf Company Inc.  
RT 453 POB 183  
Smokerun PA 16681

NO. 03-1341-CD

**FILED**

NOV 06 2003

William A. Shaw  
Prothorotary

TO THE PROTHONOTARY:

Enter judgment in favor of the Plaintiff, Hajoca Corporation, and against the Defendant(s), Timberwolf Company Inc., in the above-entitled proceeding in the amount of \$2,105.79 for failure to file an Answer, and assess damages as follows:

Amount of Claim \$1,968.23

Interest from June 25, 2003 \$ 137.56

**TOTAL**

\$2,105.79

Damages Assessed As Above:

~~MORRIS & ADELMAN, P.C.~~

BY:

JAMES W. ADELMAN, ESQUIRE  
Attorneys For Plaintiff

## Prothonotary

MORRIS & ADELMAN, P.C.

BY: JAMES W. ADELMAN, ESQUIRE ATTORNEY FOR PLAINTIFF  
IDENTIFICATION #02604

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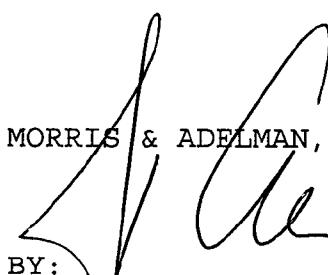
: NO. 03-1341-CD

CERTIFICATION

I hereby certify that I sent a Notice Of Intention to file a default judgment to Defendant(s) by mail pursuant to Pa. R.C.P. 237.1, a true and correct copy of which is attached hereto as Exhibit "A".

MORRIS & ADELMAN, P.C.

BY:

  
JAMES W. ADELMAN, ESQUIRE  
Attorneys For Plaintiff

MORRIS & ADELMAN, P.C.  
BY: JAMES W. ADELMAN, ESQUIRE  
IDENTIFICATION #02604  
P.O. Box 30477  
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ATTORNEY FOR PLAINTIFF

Hajoca Corporation

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950 Township Line Road  
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: COURT OF COMMON PLEAS  
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vs.

Timberwolf Company Inc.  
RT 453 POB 183  
Smokerun PA 16681

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: NO. 03-1341-CD

TO: Timberwolf Company Inc.  
RT 453 POB 183  
Smokerun PA 16681

DATE OF NOTICE: October 22, 2003

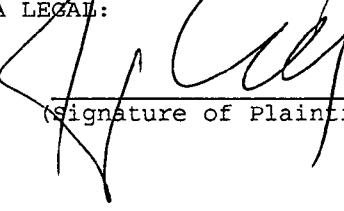
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (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 PAPER TO YOU LAWYER AT ONCE. IF YOU DON'T HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

AVISO IMPORTANTE

USTED ESTA EN REBELDIA PORQUE HA FALLADO EN TOMAR LA ACCION EXIGIDA DE SU PARTE EN ESTE CASO. A MENOS DE QUE USTED ACTUE DENTRO DE DIEZ DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE REGISTRAR UNA SENTENCIA CONTRA USTED SIN EL BENEFICIO DE UNA AUDIENCIA Y PUEDE PERDER SU PROPIEDAD O OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE AVISO A UN ABOGADO, DEBE COMUNICARSE CON LSIGUIENTE OFICINA PARA AVERIGUAR DONDE PUEDE OBTENER AYUDA LEGAL:

LAWYER REFERENCE SERVICE  
David S Meholick, Ct Admin  
Clearfield County Courthouse  
230 E Market St  
Clearfield PA 16830

  
(Signature of Plaintiff or Attorney)

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

TO: TIMBERWOLF COMPANY INC.  
Rt. 453, P.O. Box 183  
Smokerun, PA 16681

HAJOCÀ CORPORATION : COURT OF COMMON PLEAS  
950 Township Line Road : CLEARFIELD COUNTY  
Chester, PA 19013 : CIVIL DIVISION

vs.

TIMBERWOLF COMPANY INC. :  
Rt. 453, P.O. Box 183 :  
Smokerun, PA 16681 : NO. 03-1341-CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that  
a Judgment has been entered against you in the above proceeding as indicated below.

*Prothonotary*

- Judgment Against Garnishee
- Complaint (Confession of Judgment)
- Judgment transferred from another jurisdiction
- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitrators
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: JAMES W. ADELMAN, ESQUIRE

At this telephone number: 215-568-5621

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

Hajoca Corporation  
Plaintiff(s)

No.: 2003-01341-CD

Real Debt: \$2,105.79

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Timberwolf Company, Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: November 6, 2003

Expires: November 6, 2008

Certified from the record this 6th day of November, 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  
CLEARFIELD COUNTY, PENNSYLVANIA

HAJOMA CORPORATION : NO. 03-1341-CD  
950 Township Line Road :  
Chester, PA 19013 :  
vs. :  
:

TIMBERWOLF COMPANY INC. :  
Rt. 453, P.O. Box 183 :  
Smokerun, PA 16681 and :  
NBBC BANK, Garnishee :  
:

FILED

DEC 29 2003

William A. Shaw  
Prothonotary Clerk of Courts

**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 TIMBERWOLF COMPANY INC., defendant; and
- (3) against NBBC BANK, garnishee;
- (4) and index this writ

(A) against \_\_\_\_\_, defendant and

(B) against \_\_\_\_\_, as garnishee, as  
a lis pendens against real property of the defendant in name of  
garnishee as follows:

All accounts, funds, deposits, debts, or other items of  
personal property standing in the name of the defendant.

(5) Amount Due: \$ 2,105.79

Attorney's Commission

Interest from 11/6/03

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

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

*125.00 Prothonotary costs*

*AC*  
Attorney for Plaintiff

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

COPY

HAJOMA CORPORATION  
950 Township Line Road  
Chester, PA 19013

No. 03-1341-CD

vs.

TIMBERWOLF COMPANY INC.  
Rt. 453, P.O. Box 183  
Smokerun, PA 16681 and  
NBOC BANK, Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HAJOMA CORPORATION, Plaintiff(s) from TIMBERWOLF COMPANY INC., Defendant(s).

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
TIMBERWOLF CO. INC., Rt. 453, P.O. Box 183, Smokerun, PA 16681
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
NBOC BANK, 1800 Daisy St., Clearfield, PA 16830, Garnishee(s)  
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: \$ 2,105.79  
INTEREST: 11/6/03

PAID: \$ \_\_\_\_\_

SHERIFF: \$ \_\_\_\_\_  
PROTH. COSTS: \$ 125.00  
OTHER COSTS: \$ \_\_\_\_\_

ATTY'S COMM: \$ \_\_\_\_\_  
DATE: 12/29/03

WILLIAM A. SHAW  
Prothonotary/Clerk Civil Div.

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D.  
at \_\_\_\_\_ A.M./P.M.

REQUESTING PARTY NAME:

JAMES W. ADELMAN, ESQUIRE

Sheriff \_\_\_\_\_

You are hereby notified to plead to the enclosed Interrogatories within twenty (20) days from service hereon or a default judgment may be entered against you.

MORRIS & ADELMAN, P.C.

*[Signature]*  
Attorneys for Plaintiff

MORRIS & ADELMAN, P.C.  
BY: JAMES W. ADELMAN, ESQUIRE  
IDENTIFICATION # 02604  
1920 Chestnut Street, S/300  
P.O. Box 30477  
Philadelphia, PA 19103-8477  
(215) 568-5621

HAJOMA CORPORATION  
950 Township Line Road  
Chester, PA 19013

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: CIVIL DIVISION

vs.

:

TIMBERWOLF COMPANY INC.  
Rt. 453, P.O. Box 183  
Smokerun, PA 16681 and  
NBOC BANK,  
Garnishee

:

:

:

:

: NO. 03-1341-CD

INTERROGATORIES TO GARNISHEE

TO: NBOC BANK  
1800 Daisy Street  
Clearfield, PA 16830  
Garnishee

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served or at any subsequent time, did you owe the Defendant any money or were you liable to [him] the defendant on any negotiable or other written instrument, or did [he] the defendant claim that you owed [him] the defendant any money or were liable to [him] the defendant for any reasons? State the amount specifically.

2. At the time you were served or at any subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control of yourself and others, any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property.

3. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property.

4. At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the Defendant had an interest? If your answer is in the affirmative, describe the nature and value of said property.

5. At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent; and what was the consideration there for?

6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant or to any person or place pursuant to [his] the defendant's direction or otherwise discharge any claim of the Defendant against you? If your answer is in the affirmative, set forth dates and amounts specifically.

7. Did the Garnishee ever have an account of any type with the Defendant:

8. If the answer to the preceding interrogatory is in the affirmative, state with regard to each account:

- (a) Identify all documents that were given to the Bank or signed for the Bank establishing the account.
- (b) State the Bank's understanding of the legal composition of its customer and identify all documents the Bank has that showed that legal composition.
- (c) State all addresses given for the Bank's customer and all addresses to which the account statements were to be sent.

MORRIS & ADELMAN, P.C.

BY

\_\_\_\_\_  
Attorney for Plaintiff

You are hereby notified to plead to the enclosed Interrogatories within twenty (20) days from service hereon or a default judgment may be entered against you.

MORRIS & ADELMAN, P.C.

*AA*  
Attorneys for Plaintiff

MORRIS & ADELMAN, P.C.  
BY: JAMES W. ADELMAN, ESQUIRE  
IDENTIFICATION # 02604  
1920 Chestnut Street, S/300  
P.O. Box 30477  
Philadelphia, PA 19103-8477  
(215) 568-5621

HAJOCÀ CORPORATION  
950 Township Line Road  
Chester, PA 19013

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: CIVIL DIVISION

vs.

TIMBERWOLF COMPANY INC.  
Rt. 453, P.O. Box 183  
Smokerun, PA 16681 and  
NBOC BANK,  
Garnishee

: NO. 03-1341-CD

INTERROGATORIES TO GARNISHEE

TO: NBOC BANK  
1800 Daisy Street  
Clearfield, PA 16830  
Garnishee

FILED No  
m120584 cc  
FEB 09 2004  
SBA

William A. Shaw  
Prothonotary/Clerk of Courts

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

1. At the time you were served or at any subsequent time, did you owe the Defendant any money or were you liable to [him] the defendant on any negotiable or other written instrument, or did [he] the defendant claim that you owed [him] the defendant any money or were liable to [him] the defendant for any reasons? State the amount specifically.

No

2. At the time you were served or at any subsequent time, was there in your possession, custody or control, or in the joint possession, custody or control of yourself and others, any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property.

No

3. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, describe the nature and value of said property.

No

4. At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the Defendant had an interest? If your answer is in the affirmative, describe the nature and value of said property.

No

5. At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent; and what was the consideration there for?

No

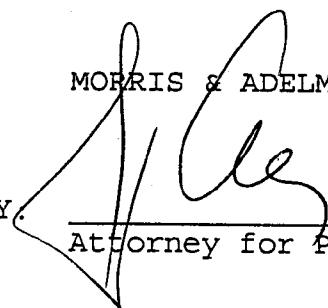
6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant or to any person or place pursuant to [his] the defendant's direction or otherwise discharge any claim of the Defendant against you? If your answer is in the affirmative, set forth dates and amounts specifically.

No

7. Did the Garnishee ever have an account of any type with the Defendant: Yes, commercial loan account #92517068760006984 in the original amount of \$45,573.79.

8. If the answer to the preceding interrogatory is in the affirmative, state with regard to each account:

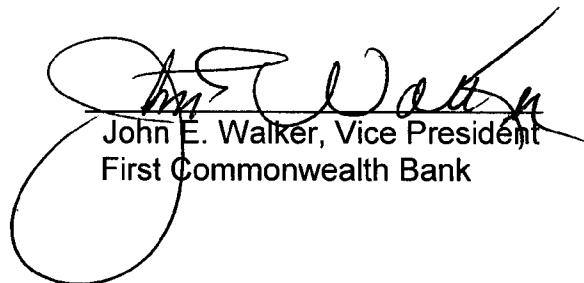
- (a) Identify all documents that were given to the Bank or signed for the Bank establishing the account. Closed savings account #011-14009253 and closed checking account #011-00052704.
- (b) State the Bank's understanding of the legal composition of its customer and identify all documents the Bank has that showed that legal composition. Corporate Resolution, certification of officers, and signature cards.
- (c) State all addresses given for the Bank's customer and all addresses to which the account statements were to be sent. P.O. Box 183, Smoke Run, PA 16681

  
MORRIS & ADELMAN, P.C.  
BY. \_\_\_\_\_  
Attorney for Plaintiff

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA      )  
COUNTY OF *Indiana*                      )  
    )

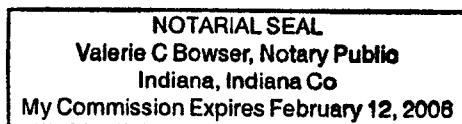
On this 4 day of *February* 2004 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JOHN E. WALKER, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.



John E. Walker, Vice President  
First Commonwealth Bank

Sworn and subscribed to before me  
this 4 day of *February* 2004

Valerie C Bowser  
Notary Public



MORRIS & ADELMAN, P.C.  
BY: JAMES W. ADELMAN, ESQUIRE  
IDENTIFICATION #02604  
P.O. Box 30477  
Philadelphia, Pennsylvania 19  
(215) 568-5621

ATTORNEY FOR PLAINTIFF

Hajoca Corporation

ORDER TO DISCONTINUE ATTACHMENT

TO THE PROTHONOTARY:

Kindly discontinue the attachment against the garnishee, First Commonwealth Bank (NBOC Bank), only in the above-captioned matter.

~~MORRIS & ADELMAN, P.C.~~

BY

JAMES W. ADELMAN, ESQ  
Attorneys For Plaintiff

So Ordered as above:

## Prothonotary

**FILED**

FEB 11 2004

William A. Shaw  
Prothonotary

JWA0207.2

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



**Hajoca Corporation**

Vs. No. 2003-01341-CD  
**Timberwolf Company, Inc.**  
and  
**First Commonwealth Bank (NBOC Bank)**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 11, 2004, marked:

Discontinued, Settled and Ended against Garnishee, First Commonwealth Bank (NBOC Bank) ONLY.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of February A.D. 2004.

A handwritten signature in black ink, appearing to read "William A. Shaw".

\_\_\_\_\_  
William A. Shaw, Prothonotary

MORRIS & ADELMAN, P.C.

BY: JAMES W. ADELMAN, ESQUIRE ATTORNEY FOR PLAINTIFF  
IDENTIFICATION #02604 Hajoca Corporation  
P.O. Box 30477  
Philadelphia, Pennsylvania 19103-8477  
(215) 568-5621

Hajoca Corporation	:	COURT OF COMMON PLEAS
950 Township Line Road	:	CLEARFIELD COUNTY
Chester PA 190013	:	CIVIL DIVISION
	:	
vs.	:	
	:	
Timberwolf Company Inc.	:	
RT 453 POB 183	:	
Smokerun PA 16681	:	NO. 03-1341-CD

ORDER TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Please mark the judgment in the above-entitled case  
satisfied upon payment of your costs only.

MORRIS & ADELMAN, P.C.

BY:

JAMES W. ADELMAN, ESQUIRE  
Attorneys For Plaintiff

So Ordered As Above:

*William A. Shaw*  
\_\_\_\_\_  
Prothonotary

FILED *11/21/2004* *11/22 Satis.*  
*NOV 08 2004* *To Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts *Atty pd. 7.00*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2003-01341-CD

Hajoca Corporation

Debt: \$2,105.79

Vs.

Atty's Comm.:

Timberwolf Company, Inc.

Interest From:

Cost: \$7.00

NBOC BANK

NOW, Monday, November 08, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 8th day of November, A.D. 2004.

---

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14991  
NO: 03-1341-CD

PLAINTIFF: HAJOCA CORPORATION

vs.

DEFENDANT: TIMBERWOLF COMPANY INC.

WRIT OF EXECUTION PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

DATE RECEIVED WRIT: 12/30/2003

LEVY TAKEN 02/18/2004 @ 2:10 PM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

019-5781  
JUN 20 2005 (64)  
Pittsburgh, Clearfield County

WRIT RETURNED 06/20/2005

DATE DEED FILED **NOT SOLD**

**DETAILS**

02/18/2004 @ 2:10 PM SERVED TIMBERWOLF COMPANY, INC.

SERVED TIMBERWOLF COMPANY, INC. DEFENDANT, BY HANDING TO JERRY LEWIS, OWNER OF TIMBERWOLF COMPANY, INC. AT HIS PLACE OF EMPLOYMENT RT 453, P. O. BOX 183, SMIKERUN,

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

01/09/2004 @ 1:22 PM SERVED NBOC BANK

SERVED NBOC BANK, GARNISHEE, BY HANDING TO DIANE KASPICK, MANAGER OF NBOC BANK, AT HER PLACE OF EMPLOYMENT NBOC BANK, 1800 DAISY STREET, CLEARFIELD, CLEARFIELD COUNTY,

A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, MARCH 18, 2004 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY NOT TO PROCEED WITH THE PERSONAL PROPERTY SALE.

@ SERVED

NOW, JUNE 20, 2005 RETURN WRIT AS NO SALE HELD SALE WAS CANCELED BY THE PLAINTIFF'S ATTORNEY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14991  
NO: 03-1341-CD

PLAINTIFF: HAJOCA CORPORATION

vs.

DEFENDANT: TIMBERWOLF COMPANY INC.

WRIT OF EXECUTION PERSONAL PROPERTY / INTERROGATORIES

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$114.88

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
Ivy Omther Butter-Aughenbaugh  
Chester A. Hawkins  
Sheriff

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

HAJOCa CORPORATION  
950 Township Line Road  
Chester, PA 19013

No. 03-1341-CD

vs.

TIMBERWOLF COMPANY INC.  
Rt. 453, P.O. Box 183  
Smokerun, PA 16681 and  
NBOC BANK, Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due HAJOCa CORPORATION, Plaintiff(s) from TIMBERWOLF COMPANY INC., Defendant(s).

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
TIMBERWOLF CO. INC., Rt. 453, P.O. Box 183, Smokerun, PA 16681

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

NBOC BANK, 1800 Daisy St., Clearfield, PA 16830, Garnishee(s)  
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: \$ 2,105.79  
INTEREST: 11/6/03

PAID: \$ \_\_\_\_\_

SHERIFF: \$ \_\_\_\_\_  
PROTH. COSTS: \$ 125.00  
OTHER COSTS: \$ \_\_\_\_\_

ATTY'S COMM: \$ \_\_\_\_\_  
DATE: 12/24/03

WILLIAM A. SHAW  
WILLIAM A. SHAW  
Prothonotary/Clerk Civil Div.

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2007  
Clearfield Co., Clearfield, PA

Received this writ this 30<sup>th</sup> day  
of December A.D. 2003  
at 9:00 A.M./P.M.

REQUESTING PARTY NAME:

JAMES W. ADELMAN, ESQUIRE

Chesler A. Hawkins  
Sheriff  
by Cynthia Butcher-Augenthaler

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME TIMBERWOLF COMPANY, INC.

NO. 03-1341-CD

NOW, June 18, 2005, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Timberwolf Company Inc. 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	2,105.79
SERVICE	9.00	INTEREST @ %	0.00
MILEAGE	16.56	FROM TO	
LEVY	20.00		
MILEAGE	16.56	PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	1.48	ATTORNEY COMMISSION	
HANDBILLS	10.00	REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	30.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	8.28	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT		TOTAL DEBT AND INTEREST	\$2,375.67
RETURNS/DEPUTIZE	9.00		
COPIES	15.00	<b>COSTS:</b>	
		ADVERTISING	0.00
BILLING/PHONE/FAX		TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$114.88</b>	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	114.88
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$239.88</b>
		<b>TOTAL COSTS</b>	<b>\$2,375.67</b>

COMMISSION 2% ON THE FIRST \$ 100,000 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

LAW OFFICES  
**MORRIS & ADELMAN, P.C.**

JAMES W. ADELMAN  
KENNETH F. CAROBUS  
ROBERT M. MORRIS\*

\*ALSO ADMITTED TO PRACTICE  
CALIFORNIA AND NEW JERSEY

1920 CHESTNUT STREET  
P.O. BOX 30477  
PHILADELPHIA, PA 19103

COUNSEL TO THE FIRM  
ROBERT I. MORRIS  
HORACE A. STERN

215-568-5621  
800-745-8058  
FAX: 215-568-3253

E-mail: mail@morrisadelman.com

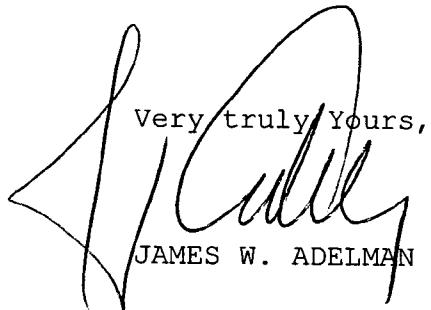
March 18, 2004

Sheriff of Clearfield County  
Clearfield County Courthouse  
1 N. Second St. Suite 116  
Clearfield, PA 16830

Case Name: Hajoca Corporation  
vs: Timberwolf Company Inc.  
RT 453 POB 183  
Smokerun PA 16681  
Case No: 03-1341-CD  
Our file no. 31595

Dear Sirs:

The client has decided not to proceed with the Sale in this matter scheduled by your office even though it has not received any payment on account of the judgment. Thank you.

  
Very truly Yours,  
JAMES W. ADELMAN

Please send all correspondence  
to our post office box.

JWA0318.5