

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, Individually and Trading
As COW PATTY'S
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:

: NO. 04-317-40
:

: CIVIL DIVISION - LAW
:

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 this Complaint and Notice are served, by entering a written appearance personally or by attorney 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, 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.

FILED

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

MAR 05 2004

William A. Shaw
Prothonotary

NOTICA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDA ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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LEASECOMM CORPORATION	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	NO.
	:	
JACQUELINE HEPBURN, Individually and Trading	:	CIVIL DIVISION - LAW
As COW PATTY'S	:	
Defendant	:	

COMPLAINT

The Plaintiff, LEASECOMM CORPORATION by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of THREE THOUSAND, NINE HUNDRED SIXTY-SEVEN DOLLARS AND THIRTY-EIGHT CENTS (\$3,967.38) together with interest thereon from September 5, 2003, upon a cause of action of which the following is a statement:

1. The Plaintiff, LEASECOMM CORPORATION, is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having its principal office and place of business at 10 M Commerce Way, Woburn, Massachusetts 01801.

2. The Defendant, JACQUELINE HEPBURN, is an adult individual trading and doing business as COW PATTY'S, with an address of 12 Overdorf Avenue, Du Bois, Clearfield County, Pennsylvania 15801.

3. On or about February 19, 2002, Defendant did enter into a written commercial Non Cancellable Equipment Lease Agreement for the lease and future purchase of certain business equipment. A true and correct copy of said Non-Cancellable Equipment Lease Agreement is attached hereto, marked as Exhibit "A" and made a part hereof.

4. The leased equipment was delivered to the Defendant and installed at Defendant's place of business.

5. The Defendant defaulted on the obligation to make payments, and refused to honor the remaining lease payments.

6. The balance due and owing by Defendant to Plaintiff is the sum of Three Thousand, Three Hundred Six Dollars and Fifteen Cents (\$3,306.15) as per Plaintiff's State of Account attached hereto, marked Exhibit "B" and made a part hereof.

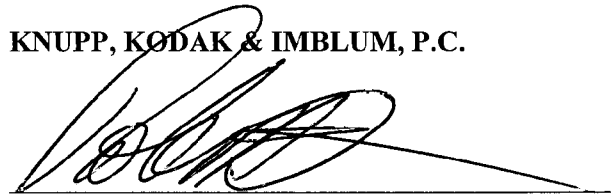
7. Due to the default of Defendant, and pursuant to the terms and conditions of the Non Cancellable Equipment Lease Agreement, along with a Personal Guaranty, executed by Defendant, attorney's fees in the total amount of Six Hundred Sixty-One Dollars and Twenty-Three Cents (\$661.23) have been added to said account.

8. Plaintiff frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of THREE THOUSAND, NINE HUNDRED SIXTY-SEVEN DOLLARS AND THIRTY-EIGHT CENTS (\$3,967.38) together with interest thereon from September 5, 2003.

Respectfully submitted,

KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7151
Attorney ID No. 18041

Attorney for Plaintiff

LEASECOMM**NON CANCELLABLE COMMERCIAL EQUIPMENT LEASE AGREEMENT**

ACCOUNT NUMBER

24707861

LEASE AUTHORIZATION NUMBER

470786BP

LEASECOMM CORPORATION, 950 WINTER STREET
WALTHAM, MASSACHUSETTS 02451 781-890-0369**This is a Lease Agreement between LEASECOMM Corporation, ("Lessor") whose address is shown above and the Lessee indicated at right.****This is a legally binding contract. If the terms and conditions are not fully understood, legal advice should be sought.**

VENDOR CODE

S100L

VENDOR'S SALESPERSON CODE

COMMENCEMENT DATE

4-26-02

LEGAL NAME OF LESSEE (IF CORPORATION, LIST FULL CORPORATE NAME)

JACQUELINE HEPBURN

☐ CORPORATION
☒ PROPRIETORSHIP
☐ PARTNERSHIP

BILLING ADDRESS

243 WEST LONG AVE

CITY

DUBOIS

STATE

PA

ZIP

15801

LESSEE PHONE NO.

814-371-9754

EQUIPMENT:

MANUFACTURER

SIGNATRONIX

MODEL

36 SF

PLEASE NOTE THAT THE EQUIPMENT AND/OR ITS COMPONENTS MAY BE NEW, REMANUFACTURED, OR USED.

LOCATION OF EQUIPMENT

ADDRESS (NO. & STREET, CITY, STATE, ZIP) IF DIFFERENT FROM ABOVE

SCHEDULE OF PAYMENTS

MONTHLY PAYMENT : 85.37 FOR 36 MONTHS

PLUS TAXES AND TAX PROCESSING FEE.**LOSS OR DESTRUCTION WAIVER INCLUDED.**☒ OTHER (DOCUMENTATION FEE, ETC) : 40.00

(DOCUMENTATION FEE TO BE BILLED POST FUNDING)

In this Lease Agreement, the words "I", "me", "mine", mean the Lessee and Guarantor(s). The words "you" and "yours" mean the Lessor. "Equipment" is the item I am leasing. It encompasses any combination of tangible assets, rights to access or use services, software, documentation and manuals, etc.

The total of Lease obligations required in addition to the above are excessive wear and tear charges; applicable taxes and increased charges per the loss or destruction waiver. If the Loss or Destruction Waiver is included in the Basic Monthly Lease Payment, such increase will be reflected in that payment.

I agree to pay you the total amount shown above upon signing this Lease Agreement and I agree to pay all additional Lease payments when due starting with the commencement date shown above and 30 days thereafter for the Lease Term.

Should I authorize direct debiting of my checking account for monthly lease payments, then I agree and authorize you to automatically debit the bank checking account which I have designated on my Application for all charges I incur under this Lease Agreement. It is understood you will debit such charges when they are due so as to avoid the incurrence of late charges. Should you find it necessary to switch the statement billing due to insufficient funds in my checking account, you are authorized to add a \$5.00 per month service charge to my monthly payment amount as reimbursement for your added services and processing expenses.

It is understood you will debit such changes when due so as to avoid the incurrence of late charges. I also understand and agree that automatic debiting of Lease charges is an option under this Program.

I acknowledge that I have been informed in writing by you of the Equipment Vendor's identity, and that I may have rights under the purchase agreement between the Vendor and Lessor and I may contact the Vendor for a description of any such rights.

The Parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. They further consent and submit to the jurisdiction of the Courts of the Commonwealth of Massachusetts and expressly agree to such exclusive forum for the bringing of any suit, action or other proceeding arising out of their obligations hereunder, and expressly waive any objection to venue in any such Courts and waive any right to a trial by jury so that trial shall be by and only to the Court. It is further agreed and understood that the corporate headquarters of Leasecomm Corporation is located within the venue of the District Court Department of the Trial Court, within Middlesex County.**TERMS CONTINUED ON BACK PAGE**

I have read and agree to the terms which appear on both sides of this lease and understand same. This Equipment is leased as is for business and/or professional purposes and this lease is not a consumer contract. I acknowledge you are a "finance lessor", as that term is defined in UCC Article 2A, and not a manufacturer, distributor, agent, or reseller. Your only role was to secure lease financing. I acknowledge receipt of a completed copy of this Lease Agreement, with all lease terms filled in. I understand my obligations under this Lease became irrevocable and independent upon my acceptance of the Equipment. The lease term commenced on the Commencement Date above.

AGENCY DISCLAIMER - NEITHER SUPPLIER NOR ANY SALESPERSON IS AN AGENT OF LESSOR NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER THE TERMS OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH.

LESSEE

Authorized Signature

JACQUELINE HEPBURN

Print Name

JACQUELINE HEPBURN

Title OWNER

Date Feb. 19, 2002

By:

JACQUELINE HEPBURN

Authorized Signature

Date 4/26/02

PERSONAL GUARANTY: To induce Lessor to enter into this Lease, the undersigned party unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment or to enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney fees and other expenses incurred by Lessor by reason of the Lessee's default. The Undersigned waives notice of the acceptance hereof and of all other notices or demands of any kind to which the undersigned may otherwise be entitled. The Undersigned consents to any extensions of time or modifications in the amount of payment granted to Lessee and to the release and/or compromise of any obligations of Lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. This is a continuing Guaranty. The undersigned specifically understands and also agrees with the bold, underlined provision stated above submitting and consenting to the laws and jurisdiction of the Commonwealth of Massachusetts for any action whatsoever arising out of this lease.

Guarantor Signature

JACQUELINE HEPBURN

No title allowed

Date Feb. 19, 2002

Witness Signature

JACQUELINE HEPBURN

Date Feb. 19, 2002

EXHIBIT

LEASE TERMS CONTINUED FROM OTHER SIDE OF THIS LEASE

Credit Inquiries and Credit Reporting: You, your authorized affiliates, and your authorized vendors are authorized to check my credit and employment history for the purposes of determining my credit worthiness at the time of this application, or thereafter, in connection with the same transaction or extension of credit and for the further purposes of reviewing the account, taking collection activity on the account, and skip tracing. You are further authorized to provide history information to others about my credit standing and your credit experience with me, including but not limited to credit bureaus, other companies, outside collection agencies and outside counsel.

Commencement of Lease; Lease Term: The Lease will become effective only after my credit is approved and the Equipment is received at the location identified above. The Lease Term will commence on the date the Equipment is received (the "commencement date") in above location and expires at the end of the number of months indicated above.

End of Lease Term: At the end of the Lease Term I have the following options:

1. I can promptly return the Equipment in good condition, except for ordinary wear and tear, to you or to the person and place you indicate, or 2. I can extend the lease for the same terms and conditions as stated herein on a month to month basis until such time as I give you written notice that I elect to terminate the lease at least 30 days prior to such termination and return the equipment, or 3. Upon my request I can purchase the equipment for the fair market value as quoted by you at that time plus any applicable taxes.

Unless I notify you in writing of which option I choose 60 days prior to the expiration of the Lease Term, I shall be deemed to have chosen option 2 (Month to Month Rental). You will return any Security Deposit after deducting any amounts I owe you under the conditions of this agreement if I choose option 1 from above.

Late Payments and Collection Costs: If I do not make a payment within 5 days of its due date, I must pay you in addition to the payment a late charge of 15% of the amount past due (but at least \$5.00) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. I will pay you your collection costs including reasonable attorneys' fees, in house legal expenses, and travel and lodging expenses for necessary witnesses. Such collection costs include, but are not limited to charges for collection letters and collection phone calls you make and to charges of collection-agencies, courts, sheriffs, etc. There will be a processing charge of \$20.00 or whatever fee is allowable by law for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit.

Payments are applied to late fees and to processing charge first and then to Lease obligation.

Default A: I will be in default of this lease if:

1. I fail to pay any amount due you within 10 days of the due date. 2. The Equipment becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies due to my neglect or misconduct. 3. I (or any guarantor of my obligation hereunder) file or there is filed against me (or any guarantor of my obligation hereunder) a petition in U.S. Bankruptcy Court or I (or any guarantor of my obligation hereunder) have made an assignment for the benefit of creditors. 4. The Equipment is lost, stolen or destroyed, if the loss is not covered by the loss or destruction waiver. 5. I fail to return the equipment at the end of the lease-term if I have chosen the option of returning the equipment at the end of the lease-term. 6. I fail to follow any other terms of this Lease.

Default B: If I default you have the right to exercise any or all of the following remedies, to the extent permitted by law:

1. Terminate this Lease without giving me notice. 2. Require the immediate payment of all amounts then due plus the unpaid balance of the amounts due for the original or extended term of the Lease discounted by an annual discount rate compounded monthly of at least 4%. 3. Take possession or request that I return the Equipment to you. You will credit my account for any amounts received, net of expenses, in the disposition of the Equipment in excess of the assumed Fair Market Value at the end of the Lease Term. 4. Lawfully enter my property and take the Equipment. 5. Charge me the fair market retail value of the Equipment on the date of its loss, theft, or destruction. 6. Keep any security deposit I have given to you to reduce the amount I owe. 7. Charge me any amount necessary to put the Equipment in good condition, ordinary wear and tear excepted. 8. Continue to charge me additional monthly lease-payments beyond the end of the lease-term until I have cured the default. 9. Automatically charge any or all of my credit-cards, other lines-of-credit or bank-accounts for all money amounts I owe you. 10. Obtain, share and use information concerning me, including but not limited to, social security number, employment, name, date of birth, credit reports, tax identification numbers ("information") to locate all assets, including, but not limited to, bank accounts, mutual funds, stock brokerage accounts, money market accounts, real property, and personal property for the purpose of collections of money I owe you and any interest thereon. If you repossess the Equipment, I will pay you your repossession costs, plus a \$50 disposition fee.

De-Installation and Removal Charges. I am fully responsible for any costs associated with the de-installation and/or removal of the equipment for whatever reason.

Maintenance of Equipment. I agree to maintain the Equipment in good operating and physical condition at my expense, ordinary wear and tear excepted.

Repayment Terms. I promise to pay you each Payment due under this Lease Agreement by the date it is due. I fully recognize your right to enforce the lease free from any defenses, offsets or counterclaims.

Warranties. I understand that the Manufacturer may have provided a warranty on the Equipment. I will refer to the owner's manual or separate Manufacturer's certificate for the actual terms of the warranty. I understand that you have not given me either express or implied warranties for the equipment I am leasing or other services, access and/or use with the equipment. You have specifically disclaimed any implied warranties of merchantability and/or fitness for any particular use. You will have no liability for indirect consequential or special damages. I have chosen this specific equipment based on my own judgement and expressly disclaim any reliance upon any statements or representations made by you. You assign to me any and all rights you may have from the supplier or manufacturer regarding warranties, guarantees or representations respecting the leased equipment.

I hereby appoint you as agent to correct any inaccurately described identification numbers of the Equipment.

Equipment Servicing: I understand that no servicing of any kind is provided by Leasecomm. I am to look to the dealer/supplier for any claims, servicing or warranties if any, and I specifically and unconditionally waive any claims, present or future, against Leasecomm. Any failure of equipment, service or misoperation of any kind, whatever, is no basis for nonfulfillment of my obligations under the lease.

Add-On Leases. Upon my request and subject to your approval, additional leases can be added to this Lease Agreement unless I am in default. Such Add-Ons will be bound by the text of this Agreement and will identify this Agreement by its Account and/or Lease Number.

Loss or Destruction of the Equipment. I shall bear the entire risk and be responsible for, loss, theft, damage or destruction of the Equipment from any cause whatsoever after I receive possession of the Equipment. I will notify you immediately if the Equipment is lost, destroyed, stolen or taken by any other person. If the Equipment has only been partially damaged you may require that I have it repaired. If you determine it is not repairable, then it will be considered destroyed.

Insurance. I will keep the equipment fully insured against loss, destruction, theft or damage and will provide an insurance binder naming you as loss payee.

Loss or Destruction Waiver. You will waive my responsibility for loss or destruction of the Equipment and for keeping the Equipment fully insured during the lease term. After loss or destruction of the Equipment, you will provide for its replacement with equipment of comparable value at that time to the extent that I took reasonable care in preventing the loss or destruction of the equipment. I will promptly notify you of the loss. I will cooperate with you in making any claim with respect to the Equipment including providing police and fire report documents to substantiate the claim.

Notice. I will send all notices to you in writing by certified mail to your address on the front page of this Lease. You will send all notices to me at the address listed on this Lease unless I tell you of a change of address.

Changes on Terms of the Lease. This Lease explains all the terms and conditions for the use of the Equipment I am leasing. The terms and conditions may not be changed orally. You and I must both give written approval before any changes are made.

Assignment. Without your prior written consent, I shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sub-lease, or lend the equipment or permit it to be used by anyone other than me or my employees. I acknowledge that any assignment by you of any of your interest in this lease would neither materially change my duty nor materially increase the burden of risk imposed upon me under this Lease. Nevertheless, I acknowledge that your assignment is permitted even if such assignment would be deemed to materially affect Lessee's interest hereunder. You may assign this Lease and/or mortgage the Equipment in whole or in part without notice to me, and your assignee or mortgagee may reassign this Lease and/or such mortgage, without notice to me. Each such assignee and/or mortgagee shall have the rights but none of the obligation of you under this lease. I shall recognize each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim, or set-off that I may have against you. Subject to the foregoing, this Lease inures to the benefit and is binding upon the heirs, legatees, personal representatives, survivors and assigned of the parties hereto.

Alterations. I shall not make alterations, additions or improvements to the Equipment without your prior written consent. All additions and improvements made to the Equipment shall belong to you.

Ownership. The Equipment is, and shall at all times remain, your property; and I shall have no right, title or interest in it except as expressly set forth in this Lease. I will not directly or indirectly create or permit to exist, and will promptly and at my own expense discharge, any lien, charge or encumbrance on the Equipment, except for any lien, charge or encumbrance resulting solely from your acts. You may sign and file any documents, including a copy of this Lease, in the public records as necessary to protect your ownership and any security interest in the Equipment. You have provided me with a label stating that you are the owner of the Equipment and I agree to affix it to and maintain it on the Equipment.

Use. I shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance.

Indemnity. To the extent permitted by law, I shall indemnify you against, and hold you harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees arising in connection with the Equipment, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return.

Taxes and Tax Processing Fee: I shall pay promptly when due any and all taxes (except income taxes), charges, penalties, interest, expenses, costs, assessments and fees, whatsoever, relating to this lease and the product whether local, state, federal and otherwise, which now or hereafter are imposed on Lessee or Lessor. I agree that you may estimate the property and sales/use taxes that will be due for the product and agree to pay you the estimated taxes in monthly installments together with the monthly processing fee. The monthly processing fee will not exceed \$3.00 per month, such fee will reimburse you for your costs of preparing, reviewing, and filing the returns and for your overall processing expenses. The taxes and tax processing fee may vary from month to month and from lease to lease.

Change of Name, Billing Address, Vehicle Equipment is Installed In, Bank Account Change. I will inform you, within one week, of any change in my name, address, billing address, telephone numbers, location of the equipment, or the bank checking account used for ACH debit. You will charge me \$100 if a skip-trace is necessary. You are authorized to correct any typographic or spelling errors made on the front of this Lease Agreement regarding my address, telephone numbers or the equipment leased.

Miscellaneous. If any provision in this Lease is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and we agree to substitute for the invalid provision a valid provision which most closely approximates the effect and intent of the invalid provision.

Notwithstanding any provision contained herein the maximum amount charged and collected shall not exceed the maximum amount which may be lawfully contracted for, charged and received in this Lease transaction as determined by final judgement of a court of competent jurisdiction, including appeals therefrom.

VENDOR'S SALESPERSON

VENDOR'S BILL OF SALE

I hereby sell, the Equipment identified above, free and clear of any liens and encumbrances to LEASECOMM Corporation, a Massachusetts Corporation.

Vendor Name GULF DEVELOPMENT, INC.
1445 W. SEPULVEDA BLVD.
TORRANCE, CA 90501-5094
Authorized Signature and Title

Date

AGENCY DISCLAIMER

Neither supplier nor any salesperson is an agent of Lessor nor are they authorized to waive or alter the terms of this Lease. Their representations shall in no way affect Lessee or Lessor's rights and obligations as herein set forth.

★ For Vendor Salesperson Use Only ★

1. Lease is To Be Filled Out Before Your Customer Signs.
2. No White Out Or Crossouts Allowed.
3. Use Ink Only.
4. No Title Allowed On Personal Guarantor Line.
5. If You Make A Mistake, START OVER.
6. All Shaded Areas Must Be Filled In.

LEASECOMM CORPORATION INSTA-LEASE™ APPLICATION

LEASE AUTHORIZATION NUMBER

170786B/P

LEGAL NAME OF LESSEE

- A) ☐ The Lease will be written in the name of my business with my signature as Personal Guarantor, OR
B) ☒ The Lease will be written in my name

PRE-QUALIFY

YES NO

- 1) ☐ ☒ "Do you have any derogatory credit that you know about on your credit reports?"
2) ☒ ☐ "Do you have at least 5 years of credit history (on TRW, CBI, or Trans Union)?"

(If you have had a valid American Express, Visa, MasterCard, or owned your home for at least 5 years you most likely meet requirement #2.)
If applicant answered "NO" to question 1 and "YES" to question 2, continue completing application.

MONTHLY PAYMENT

\$ 85.37

+ Applicable Taxes &
Tax Processing Fee
for 36 Months

DOCUMENTATION FEE

\$ 40.00

to be billed Post Funding

PERSONAL CREDIT INFORMATION

NAME (First, Initial, Last) JACQUELINE HEPBURN SOCIAL SECURITY NUMBER 205-60-3664 DATE OF BIRTH 3/25/62
CURRENT HOME ADDRESS 12 OBERDURF AVE TITLE OWNER % OWNERSHIP 100
CITY, STATE, ZIP DUBOIS PA 15801 HOME PHONE NUMBER 814-371-2065 BUSINESS PHONE NUMBER 814-371-9754

COMMERCIAL CREDIT INFORMATION

DBA NAME OF BUSINESS COW PATTY'S NATURE OF BUSINESS _____
BUSINESS STREET ADDRESS 243 West Long Ave TYPE OF BUSINESS ☐ CORPORATION
CITY, STATE, ZIP DUBOIS PA 15801 ☒ PROPRIETORSHIP ☐ PARTNERSHIP ☐ NOT FOR PROFIT
BILLING ADDRESS (if different than above) _____ MONTHS IN BUSINESS (check one box)
☐ 0-12 MONTHS ☐ 13-24 MONTHS ☒ 25+ MONTHS

METHOD OF SUBSEQUENT PAYMENTS

FOR PAYING ALL SUBSEQUENT PAYMENTS, I CHOOSE THE FOLLOWING METHOD OF PAYMENT OPTION: (Check One)
(A) ☐ ELECTRONIC PAYMENT FROM CHECKING ACCOUNT

COMPLETE THIS SECTION IF YOU CHECKED BOX (A)

ATTACH A COPY OF A VOIDED CHECK

LEASE COMM AND LEASECOMM'S AUTHORIZED AFFILIATES ARE AUTHORIZED TO AUTOMATICALLY DEBIT MY BANK CHECKING ACCOUNT FOR ALL MONIES DUE TO LEASECOMM UNDER THE LEASE

(B) ☐ CHARGE MY CREDIT CARD

COMPLETE THIS SECTION IF YOU CHECKED BOX (B)

☐ MASTERCARD ☐ VISA ☐ AMERICAN EXPRESS

CREDIT CARD NUMBER _____ EXP. DATE _____

X
SIGNATURE _____

(C) ☒ SEND ME MONTHLY STATEMENTS

I represent that this equipment is being leased for business and/or professional purposes and agree that under no circumstances shall this Lease be construed as a consumer contract. I apply to Leasecomm Corporation for the lease indicated in this application. Everything stated in this application is correct. Leasecomm Corporation may retain the application whether or not the Lease is approved. Leasecomm Corporation and its Authorized Affiliates are authorized to check my credit and employment history for the purposes of determining my credit worthiness at the time of my application or thereafter in connection with the same transaction or extension of credit and for the further purpose of reviewing the account, taking collection activity on the account, and skip tracing. Leasecomm Corporation and its Authorized Affiliates are authorized to provide history information to others about my credit standing and Leasecomm Corporation's credit experience with me, including but not limited to credit bureaus, other companies, outside collection agencies and outside counsel. A non-refundable application fee of \$25.00 is due at time of application.

7 Jacqueline Hepburn JACQUELINE HEPBURN 2/19/02
AUTHORIZED SIGNATURE PRINT NAME DATE

Call Leasecomm's INSTA-LEASE HOTLINE at (800) 467-8253

INSTA-LEASE HOTLINE hours are Monday - Friday 9am to 9pm, Saturday 9am to 5pm - Eastern Standard Time
Monday thru Friday 7am to 5:30pm, Saturday 7am to 12pm - Pacific Standard Time

LC-38 A Rev 6/01

LEASECOMM

STATEMENT OF ACCOUNT

5-Sep-2003
Page 1

ACCOUNT NUMBER: 24707861

Lease Number : 470786B;LEASE; ACTVE; Store Sign; Commcmnt: 4/26/2002
Lessee : JACQUELINE HEPBURN
12 OVERDORF AVE
DU BOIS, PA 15801-1341

Guarantor : JACQUELINE HEPBURN
12 OBERDORF AVE
DU BOIS, PA 15801-

Last Payment Date : 30 May,2003

Unbilled Lease Payments : (470786B) 1,668.86
\$90.49 for 19 remaining months
discounted by .33% per month plus applicable sales tax

Fair Market Value : (470786B) 169.40
Fair Market Value is what Leasecomm charges at the end of the Lease-Term for the purchase of the Equipment. It generally runs between 7.5%-15% of the lease-receivable, but the longer the lease-term and the more obsolete the equipment is at the end of the term the lower the number. Rental Equipment is being depreciated over 60 months with a 5% minimum residual value.

BILLED AND UNPAID INVOICES ON THE ACCOUNT

Billed and Unpaid Lease Invoices: 1,176.37
(Details on Next Page)

Billed and Unpaid Fee Invoices : 341.00
Late-,Bounce-, Collection-, and Legal Fees
incurred and billed to-date and not paid
(Details on Next Page)

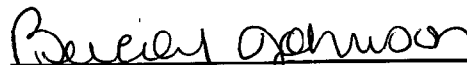
Cash received not applied : -49.48

TOTAL AMOUNT DUE TO LEASECOMM CORPORATION: 3,306.15

VERIFICATION

I, BEVERLY JOHNSON, Legal Assistant of LEASECOMM CORPORATION., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

LEASECOMM CORPORATION


Beverly Johnson, Legal Assistant

Dated: 31.1.04

29859

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
P.O. BOX 11848
HARRISBURG, PA 17108-1848

FILED

0 10:46 AM Ad 85-00
JLCB 2/11/04

MAR 05 2004

William A. Shaw
Prothonotary

TO THE ABOVE NAMED DEEDS, YOU ARE HEREBY NOTICED TO
PLEAD TO THE ENCLOSED COMPLAINT
WITHIN TWENTY (20) DAYS OF SERVICE
HEREOF OR A DEFAULT JUDGMENT
WILL BE ENTERED AGAINST YOU.

EVERETT, WASHINGTON



LAW OFFICES OF

KNIPP, KODAK & BABLUM, P.C.

CAMERON MANSON

407 NORTH FRONT STREET

P.O. BOX 1848

HARRISBURG, PA 17103-1848

In The Court of Common Pleas of Clearfield County, Pennsylvania

LEASECOMM CORPORATION

VS.

HEPBURN, JACQUELINE ind & t/a COW PATTY'S

COMPLAINT

Sheriff Docket #

15277

04-317-CD

SHERIFF RETURNS

NOW MARCH 19, 2004 AT 11:30 AM SERVED THE WITHIN COMPLAINT ON JACQUELINE HEPBURN, IND., DEFENDANT AT RESIDENCE, 12 OVERDORF AVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HARRY HEPBURN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HMI THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW MARCH 19, 2004 AT 11:30 AM SERVED THE WITHIN COMPLAINT ON JACQUELINE HEPBURN T/A COW PATTY'S, DEFENDANT AT RESIDENCE, 12 OVERDORF AVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HARRY HEPBURN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
52.87	SHERIFF HAWKINS PAID BY: ATTY CK# 60936
20.00	SURCHARGE PAID BY: ATTY CK# 60937

Sworn to Before Me This

10th Day Of May 2004

WILLIAM A. SHAW

Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
My Mandy Harn
Chester A. Hawkins

Sheriff

FILED

9/8:55 AM
MAY 10 2004

Q
hms

County of Clearfield, Pennsylvania
Prothonotary/Clerk of Courts

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, Individually and Trading
As COW PATTY'S
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2004-00317-CD

: CIVIL DIVISION - LAW

TO: PROTHONOTARY, COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR DEFAULT JUDGMENT

Enter judgment in favor of Plaintiff and against Defendant(s), JACQUELINE HEPBURN, Individually and Trading
As COW PATTY'S, named for failure to file within the required time an Answer to the Complaint in the above-
captioned case and assess the Plaintiff's damages as follows:

Amount claimed in Plaintiff's Complaint	\$3,967.38
Interest from September 5, 2003 at the legal rate of 6% per annum	<u>\$178.56</u>
Total	\$4,145.94

It is hereby certified that a written notice of intention to file this Praecipe was mailed to the Defendant(s) and his
attorney of record, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe.

See Exhibits A & B attached.

KNUPP, KODAK & IMBLUM, P.C.

By 

Robert D. Kodak, Attorney for Plaintiff

DATED: Judgment entered and damages assessed as above.

FILED

JUN 07 2004

William A. Shaw
Prothonotary

Prothonotary

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki.law@verizon.net

FILE COPY
Robert E. Knupp
(1909-1976)

Robert H. Maurer
(1923-1998)

May 10, 2004

JACQUELINE HEPBURN
12 OVERDORF AVENUE
DU BOIS PA 15801

RE: Leasecomm Corporation
VS: Jacqueline Hepburn indiv. & t/a Cow Patty's
No. 2004-00317-CD, Court of Common Pleas
Clearfield County, Pennsylvania
Our File No. 29859

Greetings:

In accordance with Pennsylvania Rules of Civil Procedure 237.1(a)(2), we are enclosing herewith a Notice of a Praecipe for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you have not filed responsive pleadings to the Complaint filed against you to the above term and number, nor has any attorney entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County to enter Judgment against you in the amount as set forth in said Complaint.

Very truly yours,

KNUPP, KODAK & IMBLUM, P.C.

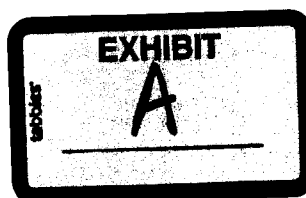
Robert D. Kodak, Esq.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

RDK/kqb

enclosure

cc: ATTN JAMIE BASALLA
LEASECOMM CORPORATION
POST OFFICE BOX 4136
WOBURN MA 01888



#24707861

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, Individually and Trading
As COW PATTY'S
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2004-00317-CD

: CIVIL DIVISION - LAW

IMPORTANT NOTICE

TO: JACQUELINE HEPBURN, INDIVIDUALLY, Defendant(s)
DATE OF NOTICE: May 10, 2004

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 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 YOUR LAWYER AT ONCE. IF YOU DO NOT 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

AVISO IMPORTANTE

A: JACQUELINE HEPBURN, INDIVIDUALLY, Defendido
FECHA DEL AVISO: May 10, 2004

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE REGISTRAR COMPARENCENCIA ESCRITA POR SI MISMO O A TRAVES DE UN ABOGADO Y SOMETER CON LA CORTE SUS DEFENSAS U OBJECCIONES A LOS CARGOS QUE SE HAN PRESENTADO CONTRA USTED. A MENOS QUE USTED ACTUE DENTRO DE DIEZ DIAS DE HABER RECIBIDO ESTE AVISO, LA CORTE PUEDE TOMAR UNA DECISION EN CONTRA SUYA SIN TENER DERECHOS A UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTA DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE



Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki.law@verizon.net

Robert E. Knupp
(1909-1976)
Robert H. Maurer
(1923-1998)

May 10, 2004

COW PATTYS
12 OVERDORF AVENUE
DU BOIS PA 15801

RE: Leasecomm Corporation
VS: Jacqueline Hepburn indiv. & t/a Cow Patty's
No. 2004-00317-CD, Court of Common Pleas
Clearfield County, Pennsylvania
Our File No. 29859

Greetings:

In accordance with Pennsylvania Rules of Civil Procedure 237.1(a)(2), we are enclosing herewith a Notice of a Praecipe for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you have not filed responsive pleadings to the Complaint filed against you to the above term and number, nor has any attorney entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County to enter Judgment against you in the amount as set forth in said Complaint.

Very truly yours,

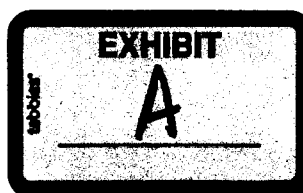
KNUPP, KODAK & IMBLUM, P.C.

Robert D. Kodak, Esq.

RDK/kqb

enclosure

cc: ATTN JAMIE BASALLA
LEASECOMM CORPORATION
POST OFFICE BOX 4136
WOBURN MA 01888



#24707861

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, Individually and Trading
As COW PATTY'S
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2004-00317-CD

: CIVIL DIVISION - LAW

IMPORTANT NOTICE

TO: COW PATTY'S, Defendant(s)

DATE OF NOTICE: May 10, 2004

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 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 YOUR LAWYER AT ONCE. IF YOU DO NOT 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT. 32

AVISO IMPORTANTE

A: COW PATTY'S, Defendido

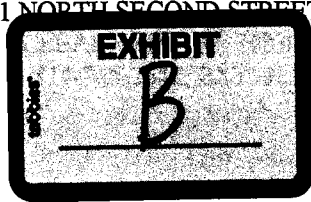
FECHA DEL AVISO: May 10, 2004

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE REGISTRAR COMPARENCENCIA ESCRITA POR SI MISMO O A TRAVES DE UN ABOGADO Y SOMETER CON LA CORTE SUS DEFENSAS U OBJECCIONES A LOS CARGOS QUE SE HAN PRESENTADO CONTRA USTED. A MENOS QUE USTED ACTUE DENTRO DE DIEZ DIAS DE HABER RECIBIDO ESTE AVISO, LA CORTE PUEDE TOMAR UNA DECISION EN CONTRA SUYA SIN TENER DERECHOS A UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ESTA DOCUMENTO A SU ABOGADO INMEDIATEMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET



LEASECOMM CORPORATION	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 2004-00317-CD
	:	
JACQUELINE HEPBURN, Individually and Trading	:	CIVIL DIVISION - LAW
As COW PATTY'S	:	
Defendant	:	

To: JACQUELINE HEPBURN, DEFENDANT(S)

You are hereby notified that on _____, 20__, the following (Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$4,145.94.

DATE: _____

 Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

JACQUELINE HEPBURN
 12 OVERDORF AVENUE
 DU BOIS PA 15801

A/ JACQUELINE HEPBURN, Defendido/a, Defendidos/as

Por este medio se le esta notificando que el _____ de _____ del 20__, el/la siguiente(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: _____

 Protonotario

Certificao que la siguiente direccion es la del defendido/asegun indicada en el cetificado de residencia:

JACQUELINE HEPBURN
 12 OVERDORF AVENUE
 DU BOIS PA 15801

Abogado del Demandante

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, Individually and Trading
As COW PATTY'S
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:

: NO. 2004-00317-CD
:

: CIVIL DIVISION - LAW
:
:

To: COW PATTY'S, DEFENDANT(S)

You are hereby notified that on _____, 20__, the following
(Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$4,145.94.

DATE: _____

Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

COW PATTY'S
12 OVERDORF AVENUE
DU BOIS PA 15801

A/COW PATTY'S, Defendido/a, Defendidos/as

Por este medio se le esta notificando que el _____ de _____ del 20__, el/la
siguiente(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: _____

Protonotario

Certificao que la siguiente direccion es la del defendido/asegun indicada en el cetificado de
residencia:

COW PATTY'S
12 OVERDORF AVENUE
DU BOIS PA 15801

Abogado del Demandante

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

Leasecomm Corporation
Plaintiff(s)

No.: 2004-00317-CD

Real Debt: \$4,145.94

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jacqueline M. Hepburn
Cow Patty's
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 7, 2004

Expires: June 7, 2009

Certified from the record this 7th day of June, 2004

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

of the Lease, the approval of the Trackage Rights Agreement, and in “causing” members of the Plaintiff class to sell their C&M shares to Corman at an inadequate price through fraudulent statements to such shareholders. The Court finds that permitting the breach of fiduciary duty claim implicating Conrail, while not included in the Second Amended Complaint, would not only violate a positive rule of law because the conduct complained of goes back to 1995 and may well be time barred, but would also result in undue prejudice in causing Conrail to defend this claim at this time while this information has been in Plaintiffs’ possession for a long period. The remainder of Count IV, which sets forth breach of fiduciary duty claims against C&M directors, is inappropriate. These claims have been extensively reviewed, determined by the Special Panel and dismissed by this Court upon the Court’s acceptance of the Report of the Special Panel.

As admitted by the Plaintiffs in their Motion, “most” of the new information that they seek to include in this Third Amended Complaint was summarized in the Supplemental Brief² filed in opposition to Defendants’ Preliminary Objections to the Second Amended Complaint. These Preliminary Objections were filed on August 8, 2000. This new information includes factual descriptions of the alleged machinations of Conrail, CSXT, B&P, BR&P and Corman Defendants in undercutting the profitability of the C&M and defrauding and shortchanging its shareholders. These preliminary objections and responses thereto were reviewed almost two years ago, causing this Court to question Plaintiffs’ sincerity in claiming that this is new information. Moreover, Plaintiffs claim that they seek to add information regarding the background of the Plaintiffs that has previously been provided to Defendants in discovery and is relevant to Plaintiffs’ claims. This information, relating to Plaintiffs’ themselves, is and was

² As the Corman Defendants have pointed out, this brief was stricken by this Court as legally improper.

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

LEASECOMM CORPORATION

Plaintiff

VS

JACQUELINE HEPBURN, INDIV. &
Trading As COW PATTY'S

Defendant(S)

VS

NATIONAL CITY BANK
Garnishee

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Writ No. _____ Term 200

No. 2004-00317-CD Term 2004

Amount due _____ \$ 4,145.94

Interest FROM DATE OF JUDG (06/07/04)

Atty's Cmm. _____ \$ 207.29

Costs: TO BE DETERMINED @ SATISFACTION

Prothonotary costs \$ 125.00

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against JACQUELINE HEPBURN, INDIV. & T/A COW PATTY'S

Defendant (s),

(3) and against NATIONAL CITY BANK

Garnishee (s),

(4) and index this writ

(a) against JACQUELINE HEPBURN INDIV. & T/A COW PATTY'S

Defendant(s) and

(b) against NATIONAL CITY BANK

Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy)

LEVY UPON ANY PERSONAL PROPERTY OF ABOVE-LISTED DEFENDANT(S) AT THE ADDRESS OF 12 OVERDORF AVENUE DU BOIS PA 15801 AND PLEASE GARNISH NATIONAL CITY BANK, 200 N. BRADY STREET, DU BOIS PA 15801, ANY ACCOUNTS UNDER DEFENDANTS' NAMES, AND/OR SOC. SECURITY # 205-60-3664.

(5) Exemption has (not) been waived.

FILED

m/11:36 AM
JUL 26 2004

William A Shaw

Prothonotary/Clerk of Courts

Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

Attorney For Plaintiff(s)

Dated 07/22/04

FILED

JUL 26 2004

W. JEFF A. STAN
Prothonotary Clerk of Courts

Writ No. _____ Term 20 --

No. 2004-00317-CD Term 2004

LEASECOMM CORPORATION

VS

JACQUELINE HEPBURN, INDIV. &
T/A COW PATTY'S

PRAECIPE FOR EXECUTION

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 in a named garnishee is to be included in the writ).

Paragraph (4) (a) should be completed only if indexing of the executions in the county of issuance, is desired as authorized by Rule 3104(a). When 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 the garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

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

3032

Leasecomm Corporation

Vs.

NO.: 2004-00317-CD

Jacqueline M. Hepburn, indiv. and
trading as Cow Patty's

National City Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from JACQUELINE M. HEPBURN, indiv. and trading as COW PATTY'S, 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:
National City Bank 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: \$4,145.94
INTEREST from date of Judgment (6/7/04)
PROTH. COSTS: \$
ATTY'S COMM: \$207.29
DATE: 07/26/2004

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.

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

Sheriff

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, INDIVIDUALLY AND
TRADING AS COW PATTY'S
Defendant

v.

NATIONAL CITY BANK
Garnishee

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2004-00317-CD

: CIVIL DIVISION - LAW

PRAECIPE for ENTRY of JUDGMENT AGAINST GARNISHEE

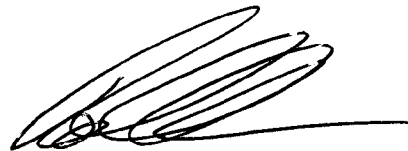
TO THE PROTHONOTARY:

Please enter Judgment in favor of the Plaintiff and against NATIONAL CITY BANK, Garnishee, in the amount of \$4,145.94, being an amount less than the Garnishee admits in the **attached** Answers to the Interrogatories in Attachment to be the property of Defendant in its' possession, i.e. - the amount of FOUR THOUSAND, ONE HUNDRED FORTY- FIVE DOLLARS AND NINETY-FOUR CENTS (\$4,145.94).

TO CLEARFIELD COUNTY

Prothonotary

Dated: October 5, 2004



Robert D. Kodak,
Attorney for Plaintiff
Attorney I.D. No. 18041

11:12 AM
Notice to National City
Sent to leasecomm
OCT 07 2004

William A. Shaw
Prothonotary

LEASECOMM CORPORATION	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 2004-00317-CD
	:	
JACQUELINE HEPBURN, Individually and Trading	:	CIVIL DIVISION - LAW
As COW PATTY'S	:	
Defendant	:	
	:	
v.	:	
	:	
NATIONAL CITY BANK	:	
Garnishee	:	

INTERROGATORIES IN ATTACHMENT

TO: GARNISHMENT ADMINISTRATOR/LEGAL DEPT, NATIONAL CITY BANK, 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(s), JACQUELINE HEPBURN, Individually and Trading As COW PATTY'S, (Social Security #205-60-3664), any money or were you liable to on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason? If yes, please describe.

ANSWER: Yes, checking account number 25614148 with a balance of \$110.70 less our \$50.00 fee. Account was frozen as of service date 9/7/4. Account is in the name of Jacqueline Hepburn, Individual. Balance as of 9/27/4 is \$4195.00

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 one (1) or more other persons and/or entities, any property of any nature owned solely or in part by the Defendant(s)? If yes, please describe.

ANSWER:

See #1

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 or in which Defendant(s) held or claimed any interest? If yes, please describe.

ANSWER:

See #1

4. At the time you were served, or at any subsequent time, did you hold, as fiduciary, any property in which the Defendant(s) had an interest?

ANSWER:

See #1

5. At any time before or after you were served, did the Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

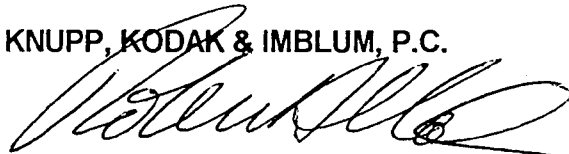
ANSWER: Normal activity prior to date of service 9/7/4

6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to direction or otherwise discharge any claim of the Defendant(s) against you? If yes, please describe.

ANSWER:

See #5

KNUPP, KODAK & IMBLUM, P.C.

A handwritten signature in black ink, appearing to read 'Robert D. Kodak', written over a horizontal line.

Robert D. Kodak
Attorney for Plaintiff
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7151
Supreme Court ID No. 18041

VERIFICATION

I verify that the statements made in these Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date 9/27/4

Laura Noll

Laura Noll
Attachment Team Leader

Interrogatories submitted by:

Robin Manning

Robin Manning
Attachment Verification Specialist

Robin Manning
Attachment/Verification Specialist
National City Bank
770 West Broad Street
Columbus, OH 43251-0325
614-463-7425
For Quality Issues Call 614-463-7844

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, INDIVIDUALLY AND
TRADING AS COW PATTY'S
Defendant

v.

NATIONAL CITY BANK
Garnishee

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2004-00317-CD

: CIVIL DIVISION - LAW

To NATIONAL CITY BANK, Garnishee(s)

You are hereby notified that on _____, 20__, the following (Judgment)
has been entered against you in the above-captioned case.

Judgment entered in the amount of \$4,145.94.

DATE: 10/7/04

Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

ATTN ROBIN MANNING - SPECIAL SERVICE DEPT
NATIONAL CITY BANK , GARNISHEE
770 WEST BROAD STREET
COLUMBUS OH 43251-0325

A/ NATIONAL CITY BANK, Garnishee/a /as

Por este medio se le esta notificando que el _____ de _____ del 20__, el/la
siguiente (Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: _____

Protonotario

Certificao que la siguiente direccion es la del defendido/asegun indicada en el cetificado de residencia

ATTN ROBIN MANNING - SPECIAL SERVICE DEPT
NATIONAL CITY BANK , GARNISHEE
770 WEST BROAD STREET
COLUMBUS OH 43251-0325

Abogado del Demandante

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

Leasecomm Corporation
Plaintiff(s)

No.: 2004-00317-CD

Real Debt: \$4,145.94

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Judgment

National City Bank, Garnishee

Date of Entry: October 7, 2004

Expires: October 7, 2009

Certified from the record this 7th day of October, 2004

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

LEASECOMM CORPORATION	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 2004-00317-CD
	:	
JACQUELINE HEPBURN, Individually and Trading	:	CIVIL DIVISION - LAW
As COW PATTY'S	:	
Defendant	:	
	:	
v.	:	
	:	
NATIONAL CITY BANK	:	
Garnishee	:	

INTERROGATORIES IN ATTACHMENT

TO: GARNISHMENT ADMINISTRATOR/LEGAL DEPT, NATIONAL CITY BANK, 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(s), JACQUELINE HEPBURN, Individually and Trading As COW PATTY'S, (Social Security #205-60-3664), any money or were you liable to on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason? If yes, please describe.

ANSWER: Yes, checking account number 25614148 with a balance of \$110.70 less our \$50.00 fee. Account was frozen as of service date 9/7/4. Account is in the name of Jacqueline Hepburn, Individual. Balance as of 9/27/4 is \$4195.00

EGK
NO
CC
m/10:39 BH
OCT 18 2004

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 one (1) or more other persons and/or entities, any property of any nature owned solely or in part by the Defendant(s)? If yes, please describe.

ANSWER:

See #1

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 or in which Defendant(s) held or claimed any interest? If yes, please describe.

ANSWER:

See #1

4. At the time you were served, or at any subsequent time, did you hold, as fiduciary, any property in which the Defendant(s) had an interest?

ANSWER:

See #1

5. At any time before or after you were served, did the Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

ANSWER:

Normal activity prior to date of service 9/7/4

6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to direction or otherwise discharge any claim of the Defendant(s) against you? If yes, please describe.

ANSWER:

See #5

KNUPP, KODAK & IMBLUM, P.C.

A handwritten signature in black ink, appearing to read 'Robert D. Kodak', written over a horizontal line.

Robert D. Kodak
Attorney for Plaintiff
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7151
Supreme Court ID No. 18041

VERIFICATION

I verify that the statements made in these Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date 9/27/4

Laura Noll Laura Noll

Laura Noll
Attachment Team Leader

Interrogatories submitted by:

Robin Manning Robin Manning

Robin Manning
Attachment Verification Specialist

Robin Manning
Attachment/Verification Specialist
National City Bank
770 West Broad Street
Columbus, OH 43251-0325
614-762-7425
For Country Issues Call 614-463-7844

VERIFICATION

I verify that the statements made in these Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date 9/27/4

Laura Noll

Laura Noll
Attachment Team Leader

Interrogatories submitted by:

Robin Manning

Robin Manning
Attachment Verification Specialist

Robin Manning
Attachment/Verification Specialist
National City Bank
770 West Broad Street
Columbus, OH 43251-0325
614-463-7425
For Quality Issues Call 614-463-7844

LEASECOMM CORPORATION	:	In the Court of COMMON PLEAS of
	:	CLEARFIELD County, Pennsylvania
Plaintiff	:	
v.	:	NO. 2004-00317D
	:	
JACQUELINE HEPBURN, Individually	:	CIVIL DIVISION - LAW
and Trading as COW PATTY'S	:	
Defendants	:	
	:	
v.	:	
	:	
NATIONAL CITY BANK	:	
Garnishee	:	


P R A E C I P E

TO THE PROTHONOTARY:

Please mark the above-captioned Judgment as settled and satisfied in full **AS TO**
GARNISHEE, NATIONAL CITY BANK, ONLY.

TO CLEARFIELD County
Prothonotary

Dated: October 22, 2004



Robert D. Kodak Attorney for Plaintiff
Attorney I.D. No. 18041

FILED
m 10:46 PM
ICC + Cert. to Atty.
OCT 25 2004

WILLIAM J. ...
PRO...

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Leasecomm Corporation

No.: 2004-00317-CD

Vs.

Debt: \$4,145.94

Jacqueline M. Hepburn
Cow Patty's

Atty's Comm.:

Interest From:

Cost: \$7.00

National City Bank

NOW, Monday, October 25, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION as to GARNISHEE, NATIONAL CITY BANK was entered of record.

Certified from the record this 25th day of October, A.D. 2004.

Prothonotary

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

LEASECOMM CORPORATION

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Writ No. _____ Term 20

Plaintiff

No. 2004-00317-CD Term 2004

VS

Amount due _____ \$ 868.21

JACQUELINE HEPBURN, INDIV. &
Trading As COW PATTY'S

Interest N/A

Atty's Cmm. _____ \$ _____

Defendant(s)

VS

and Costs TO BE DETERMINED \$ _____

NATIONAL CITY BANK
Garnishee

Prothonotary costs 172.00

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against JACQUELINE HEPBURN, INDIV. & T/A COW PATTY'S

Defendant(s),

(3) and against NATIONAL CITY BANK

Garnishee(s),

(4) and index this writ

(a) against JACQUELINE HEPBURN, INDIV. & T/A COW PATTY'S Defendant(s)

and

(b) against NATIONAL CITY BANK Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy)

LEVY UPON ALL PERSONAL PROPERTY OF ABOVE-LISTED DEFENDANT(S) AT ADDRESS OF 12 OVERDORF AVENUE, DU BOIS PA 15801, INCLUDING BUT NOT LIMITED TO FURNITURE, ELECTRONICS, EQUIPMENT, ETC. AND PLEASE NATIONAL CITY BANK, 200 N. BRADY STREET, DUBOIS, PA 15801, ANY ACCOUNTS UNDER DEFENDANTS NAMES AND /OR SOC. SEC. # 205-60-3664.

(5) Exemption has (not) been waived.

FILED
m/1104584 to Shff
JUN 06 2005
Atty pd.

William A. Shaw
Prothonotary/Clerk of Courts



Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151
Attorney For Plaintiff(s)

Dated 06/02/05

FILED
JUN 06 2005
Walter A. Crow
Prothonotary, County of Courts

Writ No. _____ Term 20 -

No. 2004-00317-CD _____ Term 2004

LEASECOMM CORPORATION

VS

JACQUELINE HEPBURN, INDIV. &
T/A COW PATTY'S

PRAECIPE FOR EXECUTION

Robert D. Kodak
Attorney for Plaintiff(s)

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 in a named garnishee is to be included in the writ.

Paragraph (4) (a) should be completed only if indexing of the executions in the county of issuance, is desired as authorized by Rule 3104(a). When 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 the garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

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

Leasecomm Corporation,

Vs.

NO.: 2004-00317-CD

Jacqueline M. Hepburn, ~~indiv.~~ trading as
Cow Patty's,

National City Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:


To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from JACQUELINE M. HEPBURN, COW PATTY'S, Defendant(s):
~~indiv. and trading as~~

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: ALL PERSONAL PROPERTY OF ABOVE LIST DEFENDANT(S) AT ADDRESS OF 12 OVERDORF AVE. DUBOIS, PA, 15801, INCLUDING BUT NOT LIMITED TO FURNITURE, ELECTRONICS, EQUIPMENT, ETC. AND PLEASE NATIONAL CITY BANK, 200 N. BRADY STREET. DUBOIS, PA. 15801, ANY ACCOUNTS UNDER DEFENDANTS NAME AND/OR SOC. SEC. # 205-60-3664
- (0) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
National City Bank
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;
- (2) 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: \$868.21
INTEREST: \$
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 06/06/2005

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

Prothonotary costs \$172.00



William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Robert D. Kodak, Esq.
P. O. Box 11848
Harrisburg, PA 17108
717-238-7151

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16218
NO: 04-317-CD

PLAINTIFF: LEASECOMM CORPORATION

vs.

DEFENDANT: HEPBURN, JACQUELINE M. INDIV. AND TRADING AS COW PATTY'S

WRIT OF EXECUTION PERSONAL PROPERTY/INTERROGATORIES TO GARNISHEE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/26/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/14/2005

DATE DEED FILED **NOT SOLD**

FILED
019:3801
JUN 14 2005 (6K)
William A. Shaw
Prothonotary Clerk of Courts

DETAILS

@ SERVED JACQUELINE HEPBURN, INDIV.& TRADING AS COW PATTY'S
DEPUTIES UNABLE TO LEVY PROPERTY OR SERVE DEFENDANT.

09/03/2004 @ 9:57 AM SERVED NATIONAL CITY BANK

SERVED NATIONAL CITY BANK, GARNISHEE, BY HANDING TO BILL KURTZ, BRANCH MANAGER OF NATIONAL CITY BANK, AT HIS PLACE OF EMPLOYMENT NATIONAL CITY BANK, 200 N. BRADY STREET, DUBOIS,

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

@ SERVED

NOW, JUNE 13, 2005 RETURN WRIT AS GARNISHEE BEING SERVED AND THE PERSONAL PROPERTY WRIT TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16218
NO: 04-317-CD

PLAINTIFF: LEASECOMM CORPORATION

vs.

DEFENDANT: HEPBURN, JACQUELINE M. INDIV. AND TRADING AS COW PATTY'S

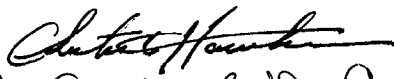
WRIT OF EXECUTION PERSONAL PROPERTY/INTERROGATORIES TO GARNISHEE

SHERIFF RETURN

SHERIFF HAWKINS \$302.40

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

Leasecomm Corporation

Vs.

NO.: 2004-00317-CD

Jacqueline M. Hepburn, indiv. and
trading as Cow Patty's

National City Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from JACQUELINE M. HEPBURN, indiv. and trading as COW PATTY'S, 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:
National City Bank 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: \$4,145.94
INTEREST from date of Judgment (6/7/04)
PROTH. COSTS: \$
ATTY'S COMM: \$207.29
DATE: 07/26/2004

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



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 26th day
of July A.D. 2004
At 3:30 A.M. PM

Chester A. Hankins
Sheriff Sgt Cynthia Ketchum-Coughenlaugh

Requesting Party: Robert D. Kodak, Esq.
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME JACQUELINE HEPBURN, INDIV.& TRADING AS COW PATTY'S

NO.

04-317-CD

NOW, June 13, 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 Hepburn, Jacqueline M. Indiv. And Trading As Cow Patty'S 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 \$4,145.94 and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	14.25
LEVY	20.00
MILEAGE	14.25
POSTING	9.00
HANDBILLS	
COMMISSION	82.92
POSTAGE	1.48
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	71.25
ADD'L LEVY	
BID AMOUNT	4,145.94
RETURNS/DEPUTIZE	32.25
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	9.00
TOTAL SHERIFF COSTS	\$302.40

DEBT-AMOUNT DUE	4,145.94
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	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$4,593.34
--------------------------------	-------------------

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	302.40
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$427.40
--------------------	-----------------

TOTAL COSTS	\$4,593.34
--------------------	-------------------

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 OF
KNUPP, KODAK & IMBLUM, P.C.

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki.law@verizon.net

Robert Ewing Knupp
(1908-1976)
Robert H. Maurer
(1923-1988)

October 20, 2004

FACSIMILE COVER SHEET

TOTAL PAGES: 1 (INCLUDING COVER)

TO: CINDY, CLEARFIELD COUNTY SHERIFF'S OFFICE, CIVIL DIVISION
FAX NO.: (814) 765-5915

FROM: Kathy for Robert D. Kodak, Esquire
Facsimile No. (717) 238-7158
Telephone No. (717) 238-7151

RE: Leascomm Corporation
VS: Jacqueline Hepburn/Cow Patty's
VS: National City Bank, Garnishee

OUR FILE NO.: 29859

CIVIL NO.: 2004-00317-CD, Clearfield Cty. WRIT OF EXEC./ PERSONAL PROPERTY

MESSAGE:

PER OUR CONVERSATION, PLEASE STAY THE WRIT AND RETURN IT TO THE PROTHONOTARY AS WELL AS ANY UNUSED COSTS. WE HAVE RECEIVED FULL SETTLEMENT FUNDS IN THE AMOUNT OF \$4,145.94 FROM THE ABOVE GARNISHEE. WE HAVE DISSOLVED THE GARNISHMENT AND WILL SATISFY THE JUDGMENT IN DUE COURSE. FEEL FREE TO CONTACT US IF YOU HAVE ANY QUESTIONS AND THANK YOU VERY MUCH FOR YOUR FINE SERVICE.

KNUPP, KODAK & IMBLUM, P.C.

ROBERT D. KODAK, ESQ.

cc: ATTN CHRIS MARINO
LEASECOMM CORPORATION
POST OFFICE BOX 4136
WOBURN MA 01888

#24707861

THIS FACSIMILE AND ANY DOCUMENTS ACCOMPANYING THIS TRANSMISSION CONTAIN INFORMATION FROM THE LAW OFFICES OF KNUPP, KODAK & IMBLUM, P.C., WHICH IS CONSIDERED CONFIDENTIAL AND/OR LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ON THIS TRANSMISSION SHEET. IF YOU ARE NOT THE DESIGNATED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED.

IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (COLLECT IF LONG DISTANCE), AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE AND WE WILL REIMBURSE POSTAGE IF YOU INCLUDE A REQUEST FOR SAME. THANK YOU.

IF YOU HAVE ANY PROBLEMS RECEIVING THIS MESSAGE OR DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL THE ABOVE NUMBER.

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki.law@verizon.net

Robert Ewing Knupp
(1909-1976)
Robert H. Maurer
(1923-1998)

November 10, 2004

OFFICE OF THE SHERIFF
CLEARFIELD COUNTY COURTHOUSE
POST OFFICE BOX 549
CLEARFIELD PA 16830

RE: Leasecomm Corporation
VS: Jacqueline Hepburn i/a/t/a Cow Patty's
VS: National City Bank, Garnishee
No. 2004-00317-CD, Court of Common Pleas
Clearfield County, Pennsylvania
Our File No. 29859

Dear Sheriff:

Under separate cover you should be receiving our check in the amount of \$102.40 for additional Sheriff's costs. At this point in time, according to our calculations, the debtor still owes \$868.21 on principal, interest, court costs and sheriff's costs. Please advise if a levy has been made on debtor's assets. If not, please make a levy on debtor's assets for this final balance.

As always, we thank you for your fine service.

Very truly yours,

KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak, Esquire
robert.kodak@verizon.net

RDK/ble

cc: LEASECOMM CORPORATION
POST OFFICE BOX 4136
WOBBURN MA 01888

#24707861

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, Individually and Trading
As COW PATTY'S
Defendant

v.

NATIONAL CITY BANK
Garnishee

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2004-00317-CD

: CIVIL DIVISION - LAW

INTERROGATORIES IN ATTACHMENT

TO: GARNISHMENT ADMINISTRATOR/LEGAL DEPT, NATIONAL CITY BANK, 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(s), JACQUELINE HEPBURN, Individually and Trading As COW PATTY'S, (Social Security #205-60-3664), any money or were you liable to on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason? If yes, please describe.

ANSWER:

Checking account 25614148 in the name of the defendant with a balance of \$0.18, as of, 7-18-05.

FILED *lm*

m/12:00 km
AUG 11 2005 *Noce.*

William A. Shaw
Prothonotary

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 one (1) or more other persons and/or entities, any property of any nature owned solely or in part by the Defendant(s)? If yes, please describe.

ANSWER:

See #1.

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 or in which Defendant(s) held or claimed any interest? If yes, please describe.

ANSWER:

See #1.

4. At the time you were served, or at any subsequent time, did you hold, as fiduciary, any property in which the Defendant(s) had an interest?

ANSWER:

No.

5. At any time before or after you were served, did the Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

ANSWER:

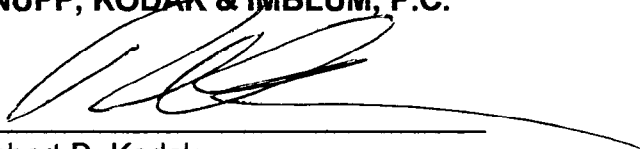
Normal activity prior to service of Writ of Execution.
Account was frozen for judgment amount on 7-18-05.

6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to direction or otherwise discharge any claim of the Defendant(s) against you? If yes, please describe.

ANSWER:

Deposits bring account balance to \$250.17, as of, 8-8-05.

KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak
Attorney for Plaintiff
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7151
Supreme Court ID No. 18041

VERIFICATION

I, Shela Russell, of NATIONAL CITY BANK, Gamishee herein, verify that the statements made in these Interrogatories in Attachment are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

BY: _____

ADDRESS: _____

Dated: 8-8-05

08/08/05

PAGE 1

CLEARFIELD COUNTY COMMON PLEAS COURT
PROTHONOTARY
COURTHOUSE
2ND & MARKET STREETS
PO BOX 549
CLEARFIED, PENNSYLVANIA 16830

ITEM NUMBER
325-01-4603170000-004

TO WHOM IT MAY CONCERN

PLEASE FIND ENCLOSED THE ANSWERS TO INTERROGATORIES FROM NATIONAL CITY.

SINCERELY,

SHEILA RUSSELL
SPECIAL SERVICES DEPARTMENT
614-887-7640

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, INDIVIDUALLY
AND TRADING AS COW PATTY'S
Defendant (s)

v.

NATIONAL CITY BANK
Garnishee

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY PENNSYLVANIA

:

: NO. 2004-00317-CD

:

:

:

: CIVIL DIVISION - LAW

:

:

:

:

:

PRAECIPE for ENTRY of JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Please enter Judgment in favor of the Plaintiff and against NATIONAL CITY BANK,
Garnishee, in the amount of \$250.17, being an amount that the Garnishee admits in the **attached**
Answers to the Interrogatories in Attachment to be the property of Defendant in its' possession, i.e. -
the amount of TWO HUNDRED FIFTY DOLLARS AND SEVENTEEN CENTS (\$250.17).

TO CLEARFIELD COUNTY

Prothonotary

Dated: August 23, 2005



Robert D. Kodak,
Attorney for Plaintiff
Attorney I.D. No. 18041

FILED[®] Att'y pd 20.00
m/2:15:01 1cc Notice to Def.
AUG 25 2005
Statement to
William A. Shaw
Prothonotary/Clerk of Courts
Att'y

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, Individually and Trading
As COW PATTY'S
Defendant

v.

NATIONAL CITY BANK
Garnishee

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2004-00317-CD

: CIVIL DIVISION - LAW

INTERROGATORIES IN ATTACHMENT

TO: GARNISHMENT ADMINISTRATOR/LEGAL DEPT, NATIONAL CITY BANK, 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(s), JACQUELINE HEPBURN, Individually and Trading As COW PATTY'S, (Social Security #205-60-3664), any money or were you liable to on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason? If yes, please describe.

ANSWER:

Checking account 25614148 in the name of the defendant with a balance of \$0.18, as of, 7-18-05.

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 one (1) or more other persons and/or entities, any property of any nature owned solely or in part by the Defendant(s)? If yes, please describe.

ANSWER:

See #1.

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 or in which Defendant(s) held or claimed any interest? If yes, please describe.

ANSWER:

See #1.

4. At the time you were served, or at any subsequent time, did you hold, as fiduciary, any property in which the Defendant(s) had an interest?

ANSWER:

No.

5. At any time before or after you were served, did the Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

ANSWER:

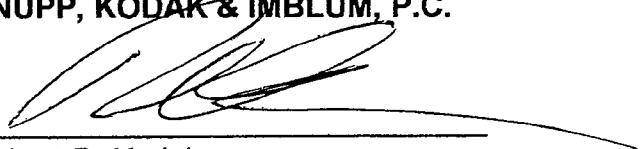
Normal activity prior to service of Writ of Execution.
Account was frozen for judgment amount on 7-18-05.

6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to direction or otherwise discharge any claim of the Defendant(s) against you? If yes, please describe.

ANSWER:

Deposits bring account balance to \$250.17, as of, 8-8-05.

KNUPP, KODAK & IMBLUM, P.C.

A handwritten signature in black ink, appearing to read 'R. Kodak', is written over a horizontal line.

Robert D. Kodak
Attorney for Plaintiff
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7151
Supreme Court ID No. 18041

VERIFICATION

I, Sheila Russell, of NATIONAL CITY BANK, Garnishee herein, verify that the statements made in these Interrogatories in Attachment are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Sheila Russell
Attachment/Verification Specialist
National City Bank
770 West Broad St.
Columbus, OH 43261-0325
614-887-7640
For quality issues call 614-887-7044

BY: _____

ADDRESS: _____

Dated: 8-8-05

LEASECOMM CORPORATION
Plaintiff

v.

JACQUELINE HEPBURN, INDIVIDUALLY
AND TRADING AS COW PATTY'S
Defendant (s)

v.

NATIONAL CITY BANK
Garnishee

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY PENNSYLVANIA

: NO. 2004-00317-CD

: CIVIL DIVISION - LAW

To NATIONAL CITY BANK, Garnishee(s)

You are hereby notified that on August 25, 2005 the following (Judgment) has
been entered against you in the above-captioned case.

Judgment entered in the amount of \$250.17

DATE: 8/25/05

Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

ATTN SHEILA RUSSELL - SPECIAL SERVICES DEPT
NATIONAL CITY BANK , GARNISHEE
770 WEST BROAD STREET
COLUMBUS OH 43251-0325

A/ NATIONAL CITY BANK, Garnishee/a /as

Por este medio se le esta notificando que el _____ de _____ del 20__, el/la siguiente
(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.


FECHA: _____

Protonotario

Certificao que la siguiente direccion es la del defendido/asegun indicada en el cetificado de residencia

ATTN SHEILA RUSSELL - SPECIAL SERVICES DEPT
NATIONAL CITY BANK , GARNISHEE
770 WEST BROAD STREET
COLUMBUS OH 43251-0325
Abogado del Demandante

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

 COPY

Leasecomm Corporation
Plaintiff(s)

No.: 2004-00317-CD

Real Debt: \$250.17

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jacqueline M. Hepburn
Cow Patty's
Defendant(s)

Entry: \$20.00

Instrument: Judgment on Garnishee National
City Bank ONLY

National City
Garnishee

Date of Entry: August 25, 2005

Expires: August 25, 2010

Certified from the record this 25th day of August, 2005.

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

LEASECOMM CORPORATION	:	IN THE COURT OF COMMON PLEAS OF
	:	CLEARFIELD COUNTY, PENNSYLVANIA
PLAINTIFF	:	
V.	:	
JACQUELINE HEPBURN i/a/t/a	:	NO. 2004-00317-CD
COW PATTY'S	:	
DEFENDANT:	:	
V.	:	CIVIL DIVISION - LAW
NATIONAL CITY BANK	:	
GARNISHEE :	:	


P R A E C I P E

TO THE PROTHONOTARY:

Please mark the above-captioned Judgment as settled and satisfied in full **AS TO**
GARNISHEE, NATIONAL CITY BANK, ONLY.

TO: Clearfield County
Prothonotary

Dated: September 6, 2005



Robert D. Kodak Attorney for Plaintiff
Attorney I.D. No. 18041

FILED *no cc*
m/11:59/30/
SEP 08 2005 *Atty pd.*
@ 7.00
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20162
NO: 04-317-CD

PLAINTIFF: LEASECOMM CORPORATION

VS.

DEFENDANT: JACQUELINE HEPBURN, INDIV. & TRADING AS COW PATTY'S

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 6/6/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 9/27/2011

DATE DEED FILED

PROPERTY ADDRESS 12 OVERDORF AVENUE DUBOIS , PA 15801

FILED
9/27/11
4 SEP 27 2011
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

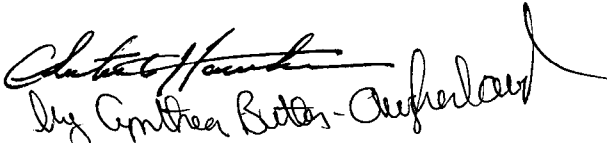
SHERIFF HAWKINS \$84.26

SURCHARGE \$50.00 PAID BY ATTORNEY

Sworn to Before Me This

. ____ Day of ____ 2011

So Answers,


Chester A. Hawkins
Sheriff

LEASECOMM CORPORATION

vs JACQUELINE HEPBURN, INDIV. & TRADING AS COW PATTY'S

1 7/22/2005 @ 12:20 PM SERVED JACQUELINE HEPBURN, INDIV. & TRADING AS COW PATTY

SERVED JACQUELINE HEPBURN INDIV & TRADING AS COW PATTY'S AT 12 OVERDORF AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JACQUELINE HEPBURN

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

2 7/15/2005 @ 12:00 PM SERVED NATIONAL CITY BANK

SERVED NATIONAL CITY BANK, GARNISHEE, BY HANDING TO WILLIAM KURTZ, MANAGER OF NATIONAL CITY BANK AT HIS EMPLOYMENT NATIONAL CITY BANK, 200 N. BRADY STREET, DUBOIS, CLEARFIELD COUNTY,

A TURE AND ATTESTED COPY OF THE ORIGINAL WIRT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

3 7/22/2005 @ 12:20 PM SERVED COW PATTY'S

SERVED COW PATTY'S, DEFENDANT, AT 12 OVERDORD AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JACQUELINE HEPBURN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTON AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, AUGUST 4, 2005 RECEIVED A FAX LETTER FROM PLAINTIFF'S ATTORNEY TO CONTINUE THE WRIT GENERALLY AND DO NOT LEVY.

@ SERVED

NOW, SEPTEMBER 15, 205 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE GENERALLY THE WRIT OF EXECUTIONAND MAKE NO LEVY AT THIS TIME, AND DO NOT STAY THE WRIT.

@ SERVED

NOW, SEPTEMBER 27, 2011 RETURN WRIT AS TIME EXPIRED.

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

Leasecomm Corporation,

Vs.

NO.: 2004-00317-CD

Jacqueline M. Hepburn, ~~indiv.~~ trading as
Cow Patty's,

National City Bank
Garnishee

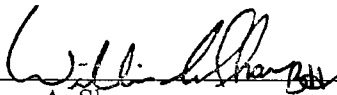
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due LEASECOMM CORPORATION, Plaintiff(s) from JACQUELINE M. HEPBURN, COW PATTY'S, Defendant(s):
indiv. and trading as

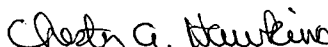
- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: ALL PERSONAL PROPERTY OF ABOVE LIST DEFENDANT(S) AT ADDRESS OF 12 OVERDORF AVE. DUBOIS, PA, 15801, INCLUDING BUT NOT LIMITED TO FURNITURE, ELECTRONICS, EQUIPMENT, ETC. AND PLEASE NATIONAL CITY BANK, 200 N. BRADY STREET. DUBOIS, PA. 15801, ANY ACCOUNTS UNDER DEFENDANTS NAME AND/OR SOC. SEC. # 205-60-3664
- (0) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
National City Bank
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;
- (2) 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: \$868.21
INTEREST: \$
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 06/06/2005

PAID: \$
SHERIFF: \$
OTHER COSTS: \$
Prothonotary costs \$172.00


William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 6th day
of JUNE A.D. 2005
At 11:55 AM/P.M.


Sheriff *By Charles Bitter*

Requesting Party: Robert D. Kodak, Esq.
P. O. Box 11848
Harrisburg, PA 17108
717-238-7151

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME JACQUELINE HEPBURN, INDIV. & TRADING AS COW PATTY

NO. 04-317-CD

NOW, September 27, 2011, 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 Jacqueline Hepburn, Indiv. & Trading As Cow Patty'S 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 \$250.17 and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	15.39
LEVY	
MILEAGE	15.39
POSTING	
HANDBILLS	
COMMISSION	5.00
POSTAGE	1.48
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	250.17
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$84.26

DEBT-AMOUNT DUE	868.21
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	50.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$1,174.47

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	84.26
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	172.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS \$256.26

TOTAL COSTS \$1,174.47

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

KNUPP, KODAK & IMBLUM, P.C.Robert L. Knupp
Robert D. Kodak
Gary J. ImblumCAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7151
Facsimile: 717/238-7158
email: kkl.law@verizon.netRobert Ewing Knupp
(1909-1976)
Robert H. Maurer
(1923-1998)

August 3, 2005

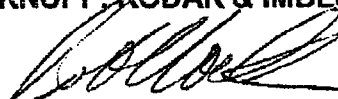
VIA FACSIMILE ONLY @ 1-814-765-5915OFFICE OF THE SHERIFF
CLEARFIELD COUNTY COURTHOUSE
POST OFFICE BOX 549
CLEARFIELD PA 16830
ATTN: CINDYRE: Leasecomm
VS: Hepburn i/a/t/a Cow Patty's
VS: National City Bank, Garnishee
No. 2004-00317-CD, Court of Common Pleas
Clearfield County, PA
Our File No. 29859

Dear Cindy:

This letter will confirm our telephone conversation of August 2, 2005. I have asked you to instruct the Deputy to take no further steps on our Writ of Execution, including making no levy at this time. Apparently we have garnished enough money to cover Debtor's first payment on the payment plan she made with our office in order to settle this case. I am asking that the Writ be continued generally and no further action be taken unless instructed further by this office.

Thank you for your fine assistance in this matter.

Very truly yours,

KNUPP, KODAK & IMBLUM, P.C.Robert D. Kodak, Esquire
robert.kodak@verizon.net

RDK/rzs

cc: CHRIS MARINO LITIGATION COOR
LEASECOMM CORPORATION
POST OFFICE BOX 4136
WOBURN MA 01888

#24707861

JAQUELINE HEPBURN
12 OVERDORF AVENUE
DU BOIS PA 15801

KNUPP, KODAK & IMBLUM, P.C.

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7151
Facsimile: 717/238-7158
email: kki.law@verizon.net

Robert Ewing Knupp
(1909-1976)
Robert H. Majurer
(1923-1998)

September 14, 2005

VIA FACSIMILE ONLY @ 1-814-765-5915

ATTENTION CINDY
OFFICE OF THE SHERIFF
CLEARFIELD COUNTY COURTHOUSE
POST OFFICE BOX 549
CLEARFIELD PA 16830

RE: Leasecomm Corporation
VS: Jacqueline Hepburn I/a/t/a Cow Patty's
Our File No. 29859
No. 2004-00317-CD, Court of Common Pleas
Clearfield County, Pennsylvania

Dear Cindy:

As per our telephone conversation of September 2, 2005, we did, in fact, receive Two Hundred Fifty Dollars and Seventeen Cents (\$250.17) from our garnishment. Ms. Hepburn is going to pay the balance of Two Hundred Fifty Dollars (\$250.00) a month directly to my office. For that reason, I am requesting that you continue generally the Writ of Execution and make no levy at this time. I do want to make it clear, however, that I do not wish to Stay the Writ at this time pending completion of the payment plan by Ms. Hepburn.

I do thank you for your cooperation in this matter and I will advise you when this debt has finally been paid.

Very truly yours,
KNUPP, KODAK & IMBLUM, P.C.


Robert D. Kodak, Esquire
robert.kodak@verizon.net

RDK/ble

cc: CHRIS MARINO LITIGATION COOR
LEASECOMM CORPORATION
POST OFFICE BOX 4136
WOBURN MA 01888

JACQUELINE HEPBURN
12 OVERDORF AVENUE
DUBOIS PA 15801

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED
FOR THAT PURPOSE. THIS COMMUNICATION
IS FROM A DEBT COLLECTOR.**

#24707861