

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16485
NO: 04-739-CD

PLAINTIFF: PACCAR FINANCIAL CORP.

vs.

DEFENDANT: BOUCH, JOHN D/B/A JOHN BOUCH LOGGING

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/20/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/13/2005

DATE DEED FILED

PROPERTY ADDRESS , PA

SEE ATTACHED SHEETS FOR SERVICE INFORMATION

FILED
d10:26311
JUN 13 2005 (64)
CLERK OF COURT
CLEARFIELD COUNTY, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16485
NO: 04-739-CD

PLAINTIFF: PACCAR FINANCIAL CORP.

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WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURN

SERVICES

@ SERVED JOHN BOUCH D/B/A JOHN BOUCH LOGGING

10/22/2004 @ 12:00 PM SERVED S & T BANK

SERVED S & T BANK, GARNISHEE, BY HANDING TO JOY JULIETTE, MORTGAGE ORIGINATOR, FOR S & T BANK, AT HER PLACE OF EMPLOYMENT S & T BANK, 614 LIBERTY BOULEVARD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA

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

10/22/2004 @ 12:30 PM SERVED NATIONAL CITY BANK

SERVED NATIONAL CITY BANK, GARNISHEE, BY HANDING TO PAM FARRELL, MANAGER, FOR NATIONAL CITY BANK AT HER PLACE OF EMPLOYMENT NATIONAL CITY BANK, 2000 N. BRADY STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA

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

10/22/2004 @ 9:21 AM SERVED FIRST COMMONWEALTH BANK

SERVED FIRST COMMONWEALTH BANK, GARNISHEE, BY HANDING TO DOROTHY L. HOCKENBERRY, TELLER SERVICE SUPERVISOR, AT HER PLACE OF EMPLOYMENT FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HIGHWAY, CLFD., CLFD COUNTY, PA

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

10/22/2004 @ 9:31 AM SERVED CSB BANK

SERVED CSB BANK, GARNISHEE, BY HANDING TO LISA R. KLINE, OFFICE MANAGER, FOR CSB BANK, AT HER PLACE OF EMPLOYMENT CSB BANK, 900 RIVER ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

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

@ SERVED

NOW, JUNE 13, 2005 RETURN WRIT AS BEING SERVED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16485
NO: 04-739-CD

PLAINTIFF: PACCAR FINANCIAL CORP.

vs.

DEFENDANT: BOUCH, JOHN D/B/A JOHN BOUCH LOGGING

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURN


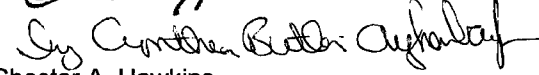
SHERIFF HAWKINS \$75.00

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

PACCAR Financial Corp. v. John Bouch, d/b/a John Bouch Logging
Court of Common Pleas of Clearfield County, Pennsylvania
Civil Action No. 04-739-CD

WRIT OF EXECUTION

The Law Offices of Timothy J. Holman, LLC
8380 Old York Road, Suite 120
Elkins Park, PA 19027
Telephone: (215) 886-8611
Fax: (215) 886-5813

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

Defendant.

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

: Civil Action No. 04-739-CD
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WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY

To satisfy judgment, interest, and costs against:

John Bouch, d/b/a John Bouch Logging, defendant[s],

- (1) You are directed to levy upon the property of the defendant[s] and to sell defendant[s] interest therein.
- (2) You are also directed to attach the property of the defendant[s] not levied upon in the possession of: CSB Bank 900 Rivers Road, Clearfield, PA 16830, S & T Bank 614 Liberty Blvd., DuBois, PA 15801, National City Bank 2000 N. Brady St., PO Box 327 DuBois, PA 15801, and First Commonwealth Bank 14303 Clearfield Shawville Hwy, Clearfield, PA 16830 garnishee[s],

[specifically describe property]

All sums due defendant[s] from garnishee[s]. All property of defendant[s] possessed by garnishee[s]. All accounts including all savings, checking and other accounts, certificates of deposit, notes receivables, collateral, pledges, documents of title, securities, coupons and safe deposit boxes.

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[s], you are directed to notify [him] [her] [them] that [he] [she] [they] has [have] been added as garnishee[s] and are enjoined as above stated.

REAL DEBT \$27,433.15

Prothonotary

INTEREST \$180.40
From 8/6/04

COST PAID:

PROTHONOTARY \$ 125.00

BY William L. [Signature] SH

SHERIFF \$ _____

DATE 9/20/04

STATUTORY \$ _____

COSTS DUE \$ _____

Received September 20, 2004 @ 1:30 P.M.

Chester A. Hawkins

by Cynthia Butler - Aughenbaugh

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms, and equipment
- (3) Most wages and unemployment compensation
- (4) Social security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

Attorneys for Plaintiff

CLAIM FOR EXEMPTION

address

I verify that the statements made in this claim for exemptions 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.

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF *[county name]* COUNTY:

Clearfield County Sheriff
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

SMITH, GIACOMETTI & CHIKOWSKI, LLC
Colleen A. Garrity, Esquire
Attorney ID No. 86392
100 S. Broad St., Suite 1200
Philadelphia, PA 19110
Phone: 215-496-1910
Fax: 215-496-1915

Attorneys for Plaintiff
PACCAR Financial Corp.

PACCAR FINANCIAL CORP.	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY,
Plaintiff,	:	PENNSYLVANIA
v.	:	
	:	Civil Action No. 04-739-CD
JOHN BOUCH,	:	
d/b/a JOHN BOUCH LOGGING	:	
	:	
Defendant.	:	

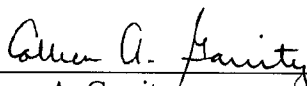
PRAECIPE TO MARK JUDGMENT SATISFIED

TO THE PROTHONOTARY:

Please mark the judgment entered on August 6, 2004 in favor of Plaintiff, PACCAR
Financial Corp. and against Defendant in the amount of \$27,433.15 satisfied.

Respectfully submitted,

SMITH, GIACOMETTI & CHIKOWSKI, LLC



Colleen A. Garrity
Attorneys for Plaintiff,
PACCAR Financial Corp.

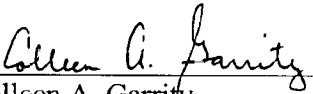
JUN 03 2005
m/11:10
Prothonotary of Courts
1 court w/ 1000
SAT-
To Ann

CERTIFICATE OF SERVICE

I hereby certify that on the below noted date I caused a true and correct copy of the foregoing Praecipe to Mark Judgment Satisfied to be served by first-class mail, postage prepaid, upon the following:

Mark A. Gregg, Esquire
351 Budfield Street, Second Floor
Johnstown, PA 15904

John D. Bouch
9562 Burnside Magee Highway
Mahaffey, PA 15757



Colleen A. Garrity

Dated: June 1, 2005

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

PACCAR Financial Corp.

No.: 2004-00739-CD

Vs.

Debt: \$27,433.15

John Bouch
d/b/a John Bouch Logging

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, June 03, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 3rd day of June, A.D. 2005.

Prothonotary

SMITH, GIACOMETTI & CHIKOWSKI, LLC
Colleen A. Garrity, Esquire
Attorney ID No. 86392
100 S. Broad St., Suite 1200
Philadelphia, PA 19110
Phone: 215-496-1910
Fax: 215-496-1915

Attorneys for Plaintiff
PACCAR Financial Corp.

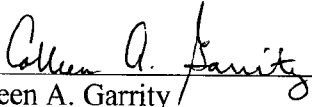
PACCAR FINANCIAL CORP.	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY,
Plaintiff,	:	PENNSYLVANIA
v.	:	
	:	Civil Action No. 04-739-CD
JOHN BOUCH,	:	
d/b/a JOHN BOUCH LOGGING	:	
	:	
Defendant.	:	

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff, PACCAR Financial Corp. in the
above-referenced matter.

SMITH, GIACOMETTI & CHIKOWSKI, LLC



Colleen A. Garrity
Attorneys for Plaintiff,
PACCAR Financial Corp.

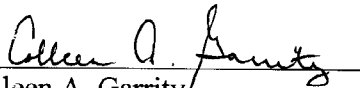
6K
FILED NO
MAY 11 44 01
MAY 02 2005
cc

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I hereby certify that on the below noted date I caused a true and correct copy of the foregoing Praecipe to Withdraw of Appearance and Praecipe for Entry of Appearance on behalf of Plaintiff, PACCAR Financial Corp. to be served by first-class mail, postage prepaid, upon the following:

Mark A. Gregg, Esquire
351 Budfield Street, Second Floor
Johnstown, PA 15904



Colleen A. Garrity

Dated: April 28, 2005

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

Defendant.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Civil Action No. 04-739-CD

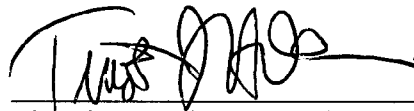
PRAECIPE TO WITHDRAW APPEARANCE

TO THE PROTHONOTARY:

Kindly withdraw my appearance on behalf of Plaintiff, PACCAR Financial Corp., with respect to the above-referenced matter.

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:



Timothy J. Holman, Esquire
Attorneys for Plaintiff

Dated: April 25, 2005

FILED ⁶²NO CC
MAY 11 44 30
MAY 02 2005

William A. Shaw
Prothonotary Clerk of Courts

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

PACCAR FINANCIAL CORP.
Plaintiff,

v.

JOHN BOUCH, d/b/a
JOHN BOUCH LOGGING,
Defendant.

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No. 04-739-CD

CASE NUMBER: 04-739-CD

TYPE OF PLEADING: NOTICE OF DEPOSITION IN AID
OF EXECUTION

FILED ON BEHALF OF: Plaintiff

COUNSEL FOR RECORD FOR THIS PARTY: TIMOTHY J. HOLMAN, ESQUIRE
Supreme Court ID#: 63161
8380 Old York Road, Suite 120
Elkins Park, PA 19027
215-886-8611

CO-COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

6/16
DEC 20 2004
3cc
Atty Gearhart

William A. Shaw,
Prothonotary/Clerk of Courts

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

PACCAR FINANCIAL CORP.
Plaintiff,

v.

JOHN BOUCH, d/b/a
JOHN BOUCH LOGGING,
Defendant.

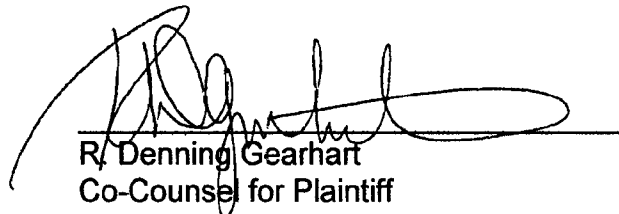
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No. 04-739-CD

NOTICE OF DEPOSITION IN AID OF EXECUTION

TO: JOHN BOUCH, d/b/a JOHN BOUCH LOGGING
9562 Burnside McGee Highway
Mahaffey, PA 15757

Please take notice that pursuant to the Pennsylvania Rules of Civil Procedure, the Plaintiff in the above-captioned action, by its counsel, will take the oral deposition of John Bouch, d/b/a John Bouch Logging, at the Law Office of R. Denning Gearhart, Esquire, 207 East Market Street, Clearfield, Pennsylvania, 16830, on Wednesday, February 2, 2005, at 9:30am, before an officer authorized by law to administer oaths. You are directed to attend the deposition and to produce at the deposition for inspection and copying the documents set forth in paragraphs 1 through 17 of the Exhibit attached hereto, made a part hereof, and identified as Exhibit "A". The deposition will continue from day to day until completed. All counsel are invited to attend and cross-examine.



R. Denning Gearhart
Co-Counsel for Plaintiff

DATE: **December 20, 2004**

EXHIBIT "A"

DOCUMENTS TO BE PRODUCED

Note: All references to the "Defendant" shall mean John Bouch, individually and d/b/a John Bouch Logging.

1. All Federal, State and Local income tax returns which the Defendant filed for the years 1999 through 2003.

2. All statements, registers and deposit slips for the preceding twenty-four (24) months, for any checking account, savings account, money market account, interest bearing account or similar account at any bank, savings institution, credit union or other financial institution held by the Defendant or in the name of any business in which the Defendant is affiliated, or as principal, agent or trustee, or held by the Defendant in trust, by pledge, or otherwise.

3. All statements, canceled checks, deposit slips and checkbook registers for the preceding twenty-four (24) months for any checking account held in the Defendant's name, or in the name of any business which the Defendant operates with any other person or business or partner, as principal, agent or trustee, or held by the Defendant in trust, by pledge, or otherwise.

4. All stocks, bonds or other securities of any kind whatsoever owned by the Defendant, individually or jointly, or held by the Defendant as agent or trustee for others; a list of all securities held by any other persons for the Defendant in trust, by pledge or otherwise; and all statements, invoices and other documents from brokers or brokerage services in connection therewith.

5. A list of all real estate owned by the Defendant, or in which the Defendant has or had any interest of any kind whatsoever, or which someone else held for the Defendant in trust or otherwise, in the last twenty-four (24) months.

6. All deeds, indentures, bonds, mortgages, title insurance policies, public liability insurance policies, tax bills, leases, and all other documents evidencing any legal or equitable interest in real estate owned by the Defendant, or in which the Defendant has or had within the last twenty-four (24) months, any interest of any kind whatsoever, or which someone else holds for the Defendant in trust or otherwise.

7. Any and all certificates of deposit, promissory notes, security agreements, mortgages, mechanics liens, or other evidences of indebtedness of any kind whatsoever owned by the Defendant, owing to the Defendant, or held for the Defendant in trust or otherwise.

8. A list of all motor vehicles owned by the Defendant, individually or jointly.

9. All titles, registrations, insurance policies, and all other documents evidencing any legal or equitable interest in any motor vehicle owned by the Defendant, or in which the Defendant has or had within the last twenty-four (24) months, any interest of any kind whatsoever, or which someone else holds or held for the Defendant in trust or otherwise.

10. All documents reflecting the Defendant's right to receive royalties from any source.

11. The names and locations of all banks or other institutions in which the Defendant rent or rented in the last twenty-four (24) months, a safe deposit box, and the actual keys thereto.

12. The names and locations of all banks, or other financial institution in which the Defendant maintains or has had an account of any kind for the last twenty-four (24) months.

13. All documents or records reflecting the Defendant's income and expenses, including, but not limited to, profit and loss statements, financial statements and balance sheets.

14. A list of the captions of all proceedings to which the Defendant is an interested party.

15. All documents which refer, relate or otherwise pertain to any inventory, machinery, equipment and furnishings used or owned by the Defendant.

16. A current accounts receivable aging, including the name, address and telephone number of any account receivable of the Defendant.

17. The will or any other estate-planning document of the Defendant.

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

PACCAR FINANCIAL CORP.
Plaintiff,

v.

JOHN BOUCH, d/b/a
JOHN BOUCH LOGGING,
Defendant.

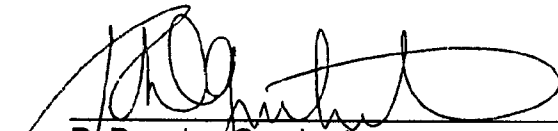
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No. 04-739-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Notice of Deposition in Aid of Execution filed in the above-captioned matter on the Defendant, John Bouch, d/b/a John Bouch Logging, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

John Bouch
d/b/a John Bouch Logging
9562 Burnside McGee Highway
Mahaffey, PA 15757



R/ Denning Gearhart
Co-Counsel for Plaintiff

DATE: December 20, 2004

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

PACCAR FINANCIAL CORP.
Plaintiff,

v.

JOHN BOUCH, d/b/a
JOHN BOUCH LOGGING,
Defendant.

No. 04-739-CD

CASE NUMBER: 04-739-CD

TYPE OF PLEADING: **PRAECIPE FOR ENTRY OF APPEARANCE**

FILED ON BEHALF OF: Plaintiff

COUNSEL FOR RECORD FOR THIS PARTY: TIMOTHY J. HOLMAN, ESQUIRE
Supreme Court ID#: 63161
8380 Old York Road, Suite 120
Elkins Park, PA 19027
215-886-8611

CO-COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

64 01/31/05 300
DEC 20 2004 Atty Gearhart

William A. Shaw
Prothonotary/Clerk of Courts

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

PACCAR FINANCIAL CORP.
Plaintiff,

v.

JOHN BOUCH, d/b/a
JOHN BOUCH LOGGING,
Defendant.

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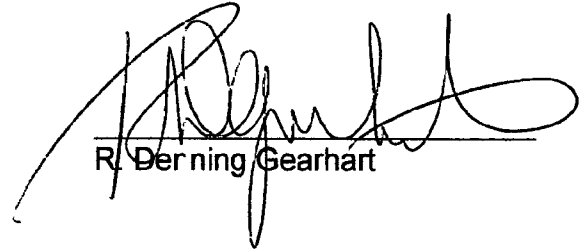
No. 04-739-CD

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance as co-counsel on behalf of the Plaintiff,
PACCAR Financial Corp., in the above-captioned matter.

Respectfully Submitted,



R. Derning Gearhart

DATE: December 20, 2004

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

PACCAR FINANCIAL CORP.
Plaintiff,

v.

JOHN BOUCH, d/b/a
JOHN BOUCH LOGGING,
Defendant.

No. 04-739-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Praecipe for Entry of Appearance filed in the above-captioned matter on the Defendant, John Bouch, d/b/a John Bouch Logging, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

John Bouch
d/b/a John Bouch Logging
9562 Burnside McGee Highway
Mahaffey, PA 15757



R. Denning Gearhart
Co-Counsel for Plaintiff

DATE: **December 20, 2004**

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

Defendant.

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

:
: Civil Action No. 04-739-CD

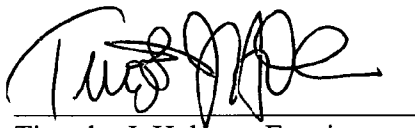
PRAECIPE TO WITHDRAW/DISSOLVE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly withdraw and/or dissolve the Writ of Execution which was issued on September 20, 2004 and which was issued against defendant John Bouch, and against CSB Bank, S&T Bank, First Commonwealth Bank and National City Bank, garnishees.

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:



Timothy J. Holman, Esquire
Attorneys for Plaintiff

Dated: November 17, 2004

FILED
m/11:29:04
DEC 03 2004
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

It is hereby certified that on the 17th day of November, 2004, a copy of the foregoing Praecipe was served, via first class mail, postage prepaid, upon the persons and counsel listed below via first class mail, postage prepaid.

John Bouch
9562 Burnside Magee Highway
Mahaffey, PA 15757

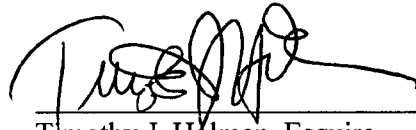
Clearfield County Sheriff
230 East Market Street
Clearfield, PA 16830

Robin Manning
Special Services Department
National City Bank
770 West Broad Street
Columbus, OH 43251

Julia E. Trimarchi, Esquire
Tomb and Tomb
402 Indiana Theatre Building
Indiana, PA 15701
Counsel for First Commonwealth Bank

Laurence B. Seaman, Esquire
Gates & Seaman
Two North Front Street
P.O. Box 846
Clearfield, PA 16830
Counsel for CSB Bank

Peter F. Smith, Esquire
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
Counsel for S&T Bank



Timothy J. Holman, Esquire

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

PACCAR FINANCIAL CORP.,
Plaintiff

No. 04-739-CD

vs.

JOHN BOUCH,
d/b/a JOHN BOUCH LOGGING,
Defendant

CERTIFICATE OF SERVICE

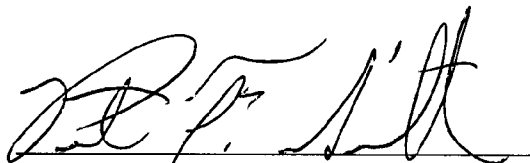
I, Peter F. Smith, attorney for S & T Bank in the above-captioned matter, hereby certify that I served the original Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U.S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail as follows:

Timothy J. Holman, Esquire
The Law Offices of Timothy J. Holman, LLC
8380 Old York Road, Suite 120
Elkins Park, PA 19027

John Bouch
d/b/a John Bouch Logging
9562 Burnside McGee Hwy.
Mahaffey, PA 15757-7821

Date:


11/15/04



Peter F. Smith, Esquire
Attorney for S & T Bank
30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

NOV 15 2004
0/10:10
William A. Shaw
Prothonotary/Clerk of Courts
No. Clearfield

OCT 25 2004


Attorneys for the Plaintiff

Attorneys for Plaintiff

:
: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: Civil Action No. 04-739-CD

V.

Defendant.

NOV 03 2004
 William A Shaw
 Prothonotary/Clerk of Courts
 m. c/c

INTERROGATORIES IN ATTACHMENT

TO: First Commonwealth Bank
14303 Clearfield Shawville Highway
Clearfield, PA 16830

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 a default judgment being entered against you. A copy of said answers must be served on the undersigned.

As used previously, and through these interrogatories, the words “you”, “your” and “yourself” shall refer to First Commonwealth Bank, the garnishee, and all of the agents, representatives, attorneys and all other persons acting or purporting to act on behalf of First

Commonwealth Bank.

The word "Defendant" shall refer to John Bouch and/or John Bouch, d/b/a John Bouch Logging.

The word "accounts" shall include, but not be limited to, First Commonwealth Bank accounts held by John Bouch and/or John Bouch, d/b/a John Bouch Logging.

INTERROGATORIES

1. At the time you were served with the Writ of Execution in the above-captioned matter or at any subsequent time did you owe the Defendant any money or were you liable to him on any negotiable or other written instrument, or did it claim that you owed it any money or were liable to it for any reason? No

2. At the time you were served with the Writ of Execution in the above-captioned matter 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 or more persons or entities, any property of any nature owned solely or in part by the Defendant? If so, state: No

- (a) The names and addresses of any other parties who are, or have been jointly in control with you of any property owned solely or in part by the Defendant;
- (b) A description of any property in the control or custody of you and/or the Defendant.

3. At the time you were served with the Writ of Execution in the above-captioned matter, or at any time 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 held or claimed any interest? If so, please state: No

- (a) The description of any property owned solely by Defendant to which you hold legal title:

- (b) The names and addresses of any individuals who jointly held or claimed any interest in any property with Defendant to which you hold legal title;
- (c) The description of any property in which Defendant held or claimed any interest in which you hold legal title;
- (d) The names and addresses of any individuals who jointly held or claimed any interest in any property with Defendant to which you hold legal title;
- (e) The value of any property owned solely or in part by Defendant or in which Defendant held or claimed any interest.

4. At the time you were served with the Writ of Execution in the above-captioned matter or at any subsequent time, did you hold as fiduciary any property in which the Defendant had any interest? If so, please state: No

- (a) A description of any property you hold as fiduciary in which the Defendant had any interest;
- (b) The value of any property you hold as fiduciary in which the Defendant had any interest;
- (c) The date of your dissolution as fiduciary.

5. At any time before or after you were served with the Writ of Execution in the above-captioned matter, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent, and what was the consideration therefor? If so please state: No

- (a) Specifically describe the property delivered or transferred;
- (b) State the fair market value of such property.

6. At any time after you were served with the Writ of Execution in the above-captioned matter, did you pay, transfer or deliver any money or property to the Defendant or to any person or place pursuant to his direction otherwise discharge any claim of the Defendant against you? If so, please state: No

- (a) A description of any property transferred or delivered to the Defendant;
- (b) The value of any property transferred or delivered to the Defendant;
- (c) The amount of money delivered to the Defendant;
- (d) A description of any property transferred or delivered to any person or place pursuant to the Defendant's direction;
- (e) The names and addresses of any persons or places to which any property was transferred or delivered at the Defendant's direction;
- (f) The value of any property transferred or delivered to any persons or places pursuant to the Defendant's direction;
- (g) The nature of any claim by the Defendant against you and discharged by said Defendant.

7. At the time you were served with the Writ of Execution in the above-captioned matter or at any subsequent time did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax, individual retirement accounts or any other accounts or deposits in which the Defendant has or had an interest? If so, please state: No

- (a) All account numbers, and titles and the balance of each account;
- (b) Whether the account is held individually, or jointly with any other party or parties and is so identify such other party.

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:



Timothy J. Holman, Esquire
Attorneys for Plaintiff

Dated: 9/15/04

Prothonotary

Date:

Deputy

VERIFICATION

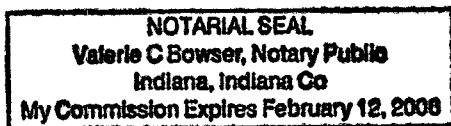
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *Indiana*)

On this 29 day of October 2004 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JOHN E. WALKER, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

John E. Walker, Vice President
First Commonwealth Bank

Sworn and subscribed to before me
this 29 day of October 2004

Valerie C Brewer
Notary Public



FILED

NOV 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

NOTARY PUBLIC
William A. Shaw, Notary Public
Notary Public, State of Ohio
My Commission Expires 12/31/2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

PACCAR FINANCIAL CORP.,
Plaintiff

-VS-

JOHN BOUCH, d/b/a
JOHN BOUCH LOGGING,
Defendant

No. 04 - 739 - CD

Type of Case: Civil

Type of Pleading: ANSWERS OF CSB
BANK TO INTERROGATORIES IN
ATTACHMENT

Filed on behalf of: CSB BANK, Garnishee

Counsel of Record for this Party:
Laurance B. Seaman, Esquire

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

NOV 02 2004
0/3:25/6p
William A. Shaw
Prothonotary Clerk of Courts
Mc C/C

[Handwritten signature]

As used previously, and through these interrogatories, the words “you”, “your” and “yourself” shall refer to CSB Bank, the garnishee, and all of the agents, representatives, attorneys

and all other persons acting or purporting to act on behalf of CSB Bank.

The word "Defendant" shall refer to John Bouch and/or John Bouch d/b/a John Bouch Logging.

The word "accounts" shall include, but not be limited to, CSB Bank accounts held by John Bouch and/or John Bouch, d/b/a John Bouch Logging.

ANSWERS OF CSB BANK TO
INTERROGATORIES

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- (c) The description of any property in which Defendant held or claimed any interest in which you hold legal title;
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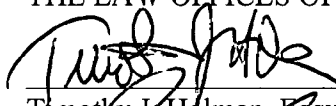
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- (b) The value of any property transferred or delivered to the Defendant;
- (c) The amount of money delivered to the Defendant;
- (d) A description of any property transferred or delivered to any person or place pursuant to the Defendant's direction;
- (e) The names and addresses of any persons or places to which any property was transferred or delivered at the Defendant's direction;
- (f) The value of any property transferred or delivered to any persons or places pursuant to the Defendant's direction;
- (g) The nature of any claim by the Defendant against you and discharged by said Defendant.

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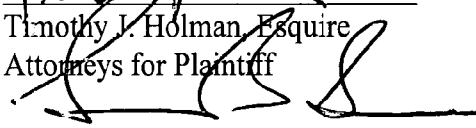
THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:


 Timothy J. Holman, Esquire
 Attorneys for Plaintiff

Dated: 9/15/04

Date: 11/2/2004

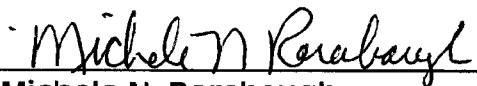

 Laurance B. Seaman, Esquire, Attorney for
 CSB Bank,
 Garnishee Prothonotary

Date:

 Deputy

VERIFICATION

I, Michele N. Rorabaugh, Assistant Vice President of Operations, CSB Bank, verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



Michele N. Rorabaugh,
Assistant Vice President of Operations
CSB BANK

Date: 11-2-04

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

PACCAR FINANCIAL CORP.,

Plaintiff

-VS-

JOHN BOUCH, d/b/a

JOHN BOUCH LOGGING,

Defendant

No. 04-739-CD

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of NOVEMBER,
2004, a true and correct copy of CSB Bank's Answers to Interrogatories in
Attachment was sent by regular U. S. mail to:

Timothy J. Holman, Esquire

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

8380 Old York Road, Suite 120

Elkins Park, PA 19027

John Bouch, d/b/a John Bouch Logging

9562 Burnside Magee Highway

Mahaffey, PA 15757

Gates & Seaman

By: 

Laurance B. Seaman, Esquire
Attorney for Garnishee

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 04 - 739 - CD
CIVIL ACTION - LAW

PACCAR FINANCIAL CORP., Plaintiff

-VS-

JOHN BOUCH, d/b/a JOHN BOUCH
LOGGING, Defendant

ANSWERS OF CSB BANK TO
INTERROGATORIES IN ATTACHMENT

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

Defendant.

:
:
: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: Civil Action No. 04-739-CD
:
: Execution No.
:
:
:
:
:
:

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENT)

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County, Pennsylvania;
- (2) against John Bouch, d/b/a John Bouch Logging, defendant, and
- (3) against CSB Bank, S & T Bank, First Commonwealth Bank, National City Bank
garnishees;
- (4) and index this writ
 - (a) against John Bouch, d/b/a John Bouch Logging, defendant and
 - (b) against _____, as garnishee, as a lis pendens
against real property of the defendant in the name of garnishee as follows:
_____.

FILED 11:35 AM
SEP 20 2004
William A. Shaw
Prothonotary Clerk of Courts
11:35 AM
6:00 PM
packages
to shift
4/10/2004

(5) amount due
Interest from 8/6/04
[Plus Costs]

\$27,433.15

\$180.40

\$

125.00

Prothonotary costs

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:



Timothy J. Holman, Esquire
Attorneys for Plaintiff

Dated: 9/15/04

PACCAR Financial Corp. v. John Bouch, d/b/a John Bouch Logging
Court of Common Pleas of Clearfield County, Pennsylvania
Civil Action No. 04-739-CD

WRIT OF EXECUTION

The Law Offices of Timothy J. Holman, LLC
8380 Old York Road, Suite 120
Elkins Park, PA 19027
Telephone: (215) 886-8611
Fax: (215) 886-5813

(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[s], you are directed to notify [him] [her] [them] that [he] [she] [they] has [have] been added as garnishee[s] and are enjoined as above stated.

REAL DEBT \$27,433.15

INTEREST \$180.40
From 8/6/04

COST PAID:

PROTHONOTARY \$ 125.00

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE \$ _____

Prothonotary

BY [Signature]
DATE 9/20/04

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.	:	
	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
Plaintiff,	:	Civil Action No. 04-739-CD
v.	:	
	:	
JOHN BOUCH,	:	
d/b/a JOHN BOUCH LOGGING	:	
	:	
Defendant.	:	

WRIT OF EXECUTION—NOTICE

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions that may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

This and any future communication from our debt collection firm are attempts to collect a debt, and information obtained will be used for that purpose.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A
LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE
SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 1300

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms, and equipment
- (3) Most wages and unemployment compensation
- (4) Social security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

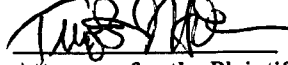
I verify that the statements made in this claim for exemptions are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF *[county name]* COUNTY:

Clearfield County Sheriff
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

You are hereby notified to plead
to the enclosed Interrogatories
within 20 days from service
hereof or default judgment may
be entered against you.


Attorneys for the Plaintiff

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

Defendant.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Civil Action No. 04-739-CD

INTERROGATORIES IN ATTACHMENT

TO: CSB Bank
900 Rivers Rd.
Clearfield, PA 16830

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and all other persons acting or purporting to act on behalf of CSB Bank.

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INTERROGATORIES

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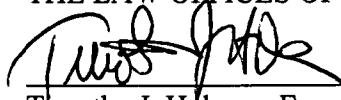
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THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:


 Timothy J. Holman, Esquire
 Attorneys for Plaintiff

Dated: 9/15/04

 Prothonotary

Date:

 Deputy

Matthew J. Holer
Attorneys for the Plaintiff

Attorneys for Plaintiff

Defendant.

:
: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: Civil Action No. 04-739-CD

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- (a) Specifically describe the property delivered or transferred;
- (b) State the fair market value of such property.


6. At any time after you were served with the Writ of Execution in the above-captioned matter, did you pay, transfer or deliver any money or property to the Defendant or to any person or place pursuant to his direction otherwise discharge any claim of the Defendant against you? If so, please state:

- (a) A description of any property transferred or delivered to the Defendant;
- (b) The value of any property transferred or delivered to the Defendant;
- (c) The amount of money delivered to the Defendant;
- (d) A description of any property transferred or delivered to any person or place pursuant to the Defendant's direction;
- (e) The names and addresses of any persons or places to which any property was transferred or delivered at the Defendant's direction;
- (f) The value of any property transferred or delivered to any persons or places pursuant to the Defendant's direction;
- (g) The nature of any claim by the Defendant against you and discharged by said Defendant.

7. At the time you were served with the Writ of Execution in the above-captioned matter or at any subsequent time did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax, individual retirement accounts or any other accounts or deposits in which the Defendant has or had an interest? If so, please state:

- (a) All account numbers, and titles and the balance of each account;
- (b) Whether the account is held individually, or jointly with any other party or parties and is so identify such other party.

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: 
 Timothy J. Holman, Esquire
 Attorneys for Plaintiff

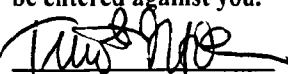
Dated: 9/15/04

 Prothonotary

Date:

 Deputy

You are hereby notified to plead
to the enclosed Interrogatories
within 20 days from service
hereof or default judgment may
be entered against you.


Attorneys for the Plaintiff

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,
d/b/a JOHN BOUCH LOGGING

Defendant.

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

: Civil Action No. 04-739-CD
:
:
:
:
:
:
:

INTERROGATORIES IN ATTACHMENT

TO: First Commonwealth Bank
14303 Clearfield Shawville Highway
Clearfield, PA 16830

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 a default judgment being entered against you. A copy of said answers must be served on the undersigned.

As used previously, and through these interrogatories, the words "you", "your" and "yourself" shall refer to First Commonwealth Bank, the garnishee, and all of the agents, representatives, attorneys and all other persons acting or purporting to act on behalf of First

Commonwealth Bank.

The word "Defendant" shall refer to John Bouch and/or John Bouch, d/b/a John Bouch Logging.

The word "accounts" shall include, but not be limited to, First Commonwealth Bank accounts held by John Bouch and/or John Bouch, d/b/a John Bouch Logging.

INTERROGATORIES

1. At the time you were served with the Writ of Execution in the above-captioned matter or at any subsequent time did you owe the Defendant any money or were you liable to him on any negotiable or other written instrument, or did it claim that you owed it any money or were liable to it for any reason?

2. At the time you were served with the Writ of Execution in the above-captioned matter 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 or more persons or entities, any property of any nature owned solely or in part by the Defendant? If so, state:

- (a) The names and addresses of any other parties who are, or have been jointly in control with you of any property owned solely or in part by the Defendant;
- (b) A description of any property in the control or custody of you and/or the Defendant.

3. At the time you were served with the Writ of Execution in the above-captioned matter, or at any time 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 held or claimed any interest? If so, please state:

- (a) The description of any property owned solely by Defendant to which you hold legal title:

- (b) The names and addresses of any individuals who jointly held or claimed any interest in any property with Defendant to which you hold legal title;
- (c) The description of any property in which Defendant held or claimed any interest in which you hold legal title;
- (d) The names and addresses of any individuals who jointly held or claimed any interest in any property with Defendant to which you hold legal title;
- (e) The value of any property owned solely or in part by Defendant or in which Defendant held or claimed any interest.

4. At the time you were served with the Writ of Execution in the above-captioned matter or at any subsequent time, did you hold as fiduciary any property in which the Defendant had any interest? If so, please state:

- (a) A description of any property you hold as fiduciary in which the Defendant had any interest;
- (b) The value of any property you held as fiduciary in which the Defendant had any interest;
- (c) The date of your dissolution as fiduciary.

5. At any time before or after you were served with the Writ of Execution in the above-captioned matter, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent, and what was the consideration therefor? If so please state:

- (a) Specifically describe the property delivered or transferred;
- (b) State the fair market value of such property.

6. At any time after you were served with the Writ of Execution in the above-captioned matter, did you pay, transfer or deliver any money or property to the Defendant or to any person or place pursuant to his direction otherwise discharge any claim of the Defendant against you? If so, please state:

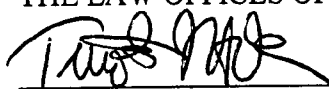
- (a) A description of any property transferred or delivered to the Defendant;
- (b) The value of any property transferred or delivered to the Defendant;
- (c) The amount of money delivered to the Defendant;
- (d) A description of any property transferred or delivered to any person or place pursuant to the Defendant's direction;
- (e) The names and addresses of any persons or places to which any property was transferred or delivered at the Defendant's direction;
- (f) The value of any property transferred or delivered to any persons or places pursuant to the Defendant's direction;
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7. At the time you were served with the Writ of Execution in the above-captioned matter or at any subsequent time did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax, individual retirement accounts or any other accounts or deposits in which the Defendant has or had an interest? If so, please state:

- (a) All account numbers, and titles and the balance of each account;
- (b) Whether the account is held individually, or jointly with any other party or parties and is so identify such other party.

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:



Timothy J. Holman, Esquire
Attorneys for Plaintiff

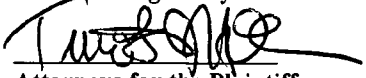
Dated: 9/15/04

Prothonotary

Date:

Deputy

You are hereby notified to plead
to the enclosed Interrogatories
within 20 days from service
hereof or default judgment may
be entered against you.


Attorneys for the Plaintiff

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,
d/b/a JOHN BOUCH LOGGING

Defendant.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Civil Action No. 04-739-CD

INTERROGATORIES IN ATTACHMENT

TO: National City Bank
2000 N. Brady St.
PO Box 327
DuBois, PA 15801

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 a default judgment being entered against you. A copy of said answers must be served on the undersigned.

As used previously, and through these interrogatories, the words "you", "your" and "yourself" shall refer to National City Bank, the garnishee, and all of the agents, representatives,

attorneys and all other persons acting or purporting to act on behalf of National City Bank.

The word "Defendant" shall refer to John Bouch, and/or John Bouch, d/b/a John Bouch Logging.

The word "accounts" shall include, but not be limited to, National City Bank accounts held by John Bouch and/or John Bouch, d/b/a John Bouch Logging.

INTERROGATORIES

1. At the time you were served with the Writ of Execution in the above-captioned matter or at any subsequent time did you owe the Defendant any money or were you liable to him on any negotiable or other written instrument, or did it claim that you owed it any money or were liable to it for any reason?

2. At the time you were served with the Writ of Execution in the above-captioned matter 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 or more persons or entities, any property of any nature owned solely or in part by the Defendant? If so, state:

- (a) The names and addresses of any other parties who are, or have been jointly in control with you of any property owned solely or in part by the Defendant;
- (b) A description of any property in the control or custody of you and/or the Defendant.

3. At the time you were served with the Writ of Execution in the above-captioned matter, or at any time 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 held or claimed any interest? If so, please state:

- (a) The description of any property owned solely by Defendant to which you hold legal title:

- (b) The names and addresses of any individuals who jointly held or claimed any interest in any property with Defendant to which you hold legal title;
- (c) The description of any property in which Defendant held or claimed any interest in which you hold legal title;
- (d) The names and addresses of any individuals who jointly held or claimed any interest in any property with Defendant to which you hold legal title;
- (e) The value of any property owned solely or in part by Defendant or in which Defendant held or claimed any interest.

4. At the time you were served with the Writ of Execution in the above-captioned matter or at any subsequent time, did you hold as fiduciary any property in which the Defendant had any interest? If so, please state:

- (a) A description of any property you hold as fiduciary in which the Defendant had any interest;
- (b) The value of any property you hold as fiduciary in which the Defendant had any interest;
- (c) The date of your dissolution as fiduciary.

5. At any time before or after you were served with the Writ of Execution in the above-captioned matter, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent, and what was the consideration therefor? If so please state:

- (a) Specifically describe the property delivered or transferred;
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6. At any time after you were served with the Writ of Execution in the above-captioned matter, did you pay, transfer or deliver any money or property to the Defendant or to any person or place pursuant to his direction otherwise discharge any claim of the Defendant against you? If so, please state:

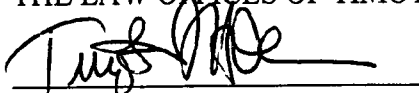
- (a) A description of any property transferred or delivered to the Defendant;
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- (c) The amount of money delivered to the Defendant;
- (d) A description of any property transferred or delivered to any person or place pursuant to the Defendant's direction;
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- (a) All account numbers, and titles and the balance of each account;
- (b) Whether the account is held individually, or jointly with any other party or parties and is so identify such other party.

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:



Timothy J. Holman, Esquire
Attorneys for Plaintiff

Dated: 9/15/04

Prothonotary

Date:

Deputy

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

Defendant.

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

:
:
: Civil Action No. 04-739-CD

To: John Bouch, d/b/a John Bouch Logging
9562 Burnside Magee Highway
Mahaffey, PA 15757

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a judgment by default in the amount of \$27,433.15 has been entered against you in the above-captioned matter. IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL: Timothy J. Holman, Esquire, counsel for the Plaintiff, at telephone number (215) 886-8611.



Prethonotary

FILED

AUG 06 2004

William A. Shaw
Prothonotary

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

Defendant.

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Civil Action No. 04-739-CD

FILED

AUG 06 2004

William A. Shaw
Prothonotary

NOTICE & STATEMENT TO

PARTIES

1 SENT TO ARTT w/notice

PRAECIPE TO ENTER DEFAULT JUDGMENT AND ASSESS DAMAGES

TO THE PROTHONOTARY:

Please enter a default judgment in favor of Plaintiff, PACCAR Financial Corp., and against Defendant John Bouch, d/b/a John Bouch Logging in the amount of \$27,433.15. In support of this request, Plaintiff states as follows:

1. The Complaint was filed on May 24, 2004, and served upon Defendant John Bouch, d/b/a John Bouch Logging on June 21, 2004 by the Sheriff of Clearfield County. A true and correct copy of the Sheriff's Return of Service is attached hereto as Exhibit "A."
2. A Notice of Intention to Enter Default Judgment ("the Notice") was served upon Defendant John Bouch, d/b/a John Bouch Logging by United States first class mail, postage pre-paid, on July 14, 2004, which is more than ten days before this Praecipe was filed.
3. A true and correct copy of the Notice forwarded to the Defendant is attached hereto as

Exhibit "B."

4. Pursuant to the Notice, Defendant had ten (10) days in which to answer the Complaint. The ten (10) days expired on July 24, 2004

5. Count I of the Complaint sought money damages against Defendant John Bouch, d/b/a John Bouch Logging in the amount of \$26,737.34 (which included interest at the rate of \$4.11 per diem from March 25, 2003 through May 20, 2004 and attorney's fees and costs in the amount of \$477.50 as of May 20, 2004), plus interest accruing at the rate of \$4.11 per day since May 20, 2004, plus additional costs and attorney's fees which continued to accrue since May 20, 2004 in an amount to be determined. See Complaint at ¶25 and the ad damnum clause of Count I.

6. The interest which has accrued between May 20, 2004 and August 3, 2004 (the date of this Praeceptum) is \$308.25 (75 days times \$4.11).

7. Since May 20, 2004, PACCAR has incurred attorney's fees and costs in the amount of \$410.56 (including a filing fee of \$20.00 to file this Praeceptum) , which are fair and reasonable and PACCAR is permitted to recover its attorney's fees and costs under its contracts with the Defendant as set forth in the Complaint at ¶ 15 and as detailed above.


8. Since May 20, 2004, the Sheriff of Clearfield County refunded to counsel for PACCAR \$23.00 of the initial service of process fee.

9. Assess damages against Defendant John Bouch, d/b/a John Bouch Logging in the amount of \$27,433.15, being the amount demanded in paragraph 25 of the Complaint (and the ad damnum clause of Count I of the Complaint) (as increased by the additional interest calculations as set forth in paragraph 6 above, which were calculated in accordance with the per diem interest charge set forth in paragraph 25 of the Complaint and the ad damnum clause of Count I of the Complaint, and the attorney's fees and costs incurred since May 20, 2004 as set forth in

paragraph 7 above, and as decreased by the \$23.00 refund received from the Sheriff as set forth in paragraph 8 above).

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:

A handwritten signature in black ink, appearing to read 'Timothy J. Holman', written over a horizontal line.

Timothy J. Holman, Esquire
Attorneys for Plaintiff

Dated: August 3, 2004

EXHIBIT A

In The Court of Common Pleas of Clearfield County, Pennsylvania

PACCAR FINANCIAL CORP.

VS.

BOUCH, JOHN d/b/a JOHN BOUCH LOGGING

COMPLAINT

Sheriff Docket # 15707

04-739-CD

COPY

SHERIFF RETURNS

NOW JUNE 21, 2004 AT 11:41 AM SERVED THE WITHIN COMPLAINT ON JOHN BOUCH D/B/A JOHN BOUCH LOGGING, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN BOUCH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
52.00	SHERIFF HAWKINS PAID BY: ATTY Ck# 1137
10.00	SURCHARGE PAID BY: ATTY CK# 1138

Sworn to Before Me This

_____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT B

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

PACCAR BUILDING

P.O. BOX 1518

BELLEVUE, WA 98009-1518

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

9562 BURNSIDE MAGEE HIGHWAY

MAHAFFEY, PA 15757

Defendant.

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Civil Action No. 04-739-CD

TO: JOHN BOUCH, d/b/a JOHN BOUCH LOGGING

9562 Burnside Magee Highway

Mahaffey, PA 15757

DATE OF NOTICE: JULY 14, 2004

IMPORTANT NOTICE

Pursuant to Pa. R. C. P. No. 237.1(a)(2) and 237.5

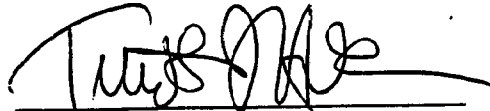
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE

THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 1300

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:

A handwritten signature in black ink, appearing to read "Timothy J. Holman", written over a horizontal line.

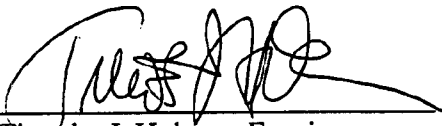
Timothy J. Holman, Esquire
8380 Old York Road, Suite 120
Elkins Park, PA 19027
Tel: (215) 886-8611
Fax: (215) 886-5813
Attorneys for Plaintiff
PACCAR Financial Corp.

Dated: July 14, 2004

CERTIFICATE OF SERVICE

It is hereby certified that on the 14th day of July, 2004, a copy of the foregoing Important Notice Pursuant to Pa. R. C. P. No. 237.1(a)(2) and 237.5 was served, via first class mail, postage prepaid, upon the unrepresented party listed below via first class mail, postage prepaid.

John Bouch, d/b/a John Bouch Logging
9562 Burnside Magee Highway
Mahaffey, PA 15757


Timothy J. Holman, Esquire

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

Defendant.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Civil Action No. 04-739-CD

AFFIDAVIT OF NON-MILITARY SERVICE


COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

:

: ss.

Timothy J. Holman, being duly sworn according to law, deposes and says that he is authorized to make this affidavit on behalf of the plaintiff and that to the best of his knowledge, information and belief, Defendant John Bouch, d/b/a John Bouch Logging is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

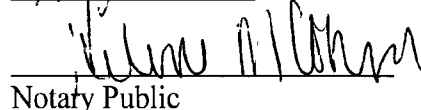


Timothy J. Holman

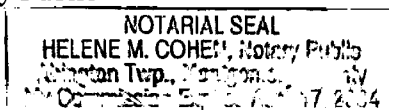
Attorney for Plaintiff

Sworn to and subscribed
before me this 3rd day of

August, 2004.



Notary Public



THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

Defendant.

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

:
:
: Civil Action No. 04-739-CD

**CERTIFICATION OF MAILING OF NOTICE
OF INTENTION TO TAKE DEFAULT JUDGMENT**

I hereby certify that the Notice of Intention to Take Default Judgment, pursuant to Rule 237.1(a)(2) of the Pennsylvania Rules of Civil Procedure, was mailed on July 14, 2004, by United States first-class mail, postage pre-paid, to the following:

John Bouch, d/b/a John Bouch Logging
9562 Burnside Magee Highway
Mahaffey, PA 15757

A true and correct copy of the Notice sent to the Defendant John Bouch, d/b/a John Bouch Logging is attached as Exhibit "B" to the Praecipe For Judgment which is being filed simultaneously with this Certification.


THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By:



Timothy J. Holman, Esquire
Attorneys for Plaintiff

Dated: August 3, 2004


Timothy J. Holman, Esquire

FILED

AUG 06 2004

William A. Shaw
Prothonotary

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

PACCAR Financial Corp.
Plaintiff(s)

No.: 2004-00739-CD

Real Debt: \$27,433.15

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John Bouch
John Bouch Logging
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: Aug. 6, 2004

Expires: Aug. 5, 2009

Certified from the record this August 6, 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

PACCAR FINANCIAL CORP.

VS.

BOUCH, JOHN d/b/a JOHN BOUCH LOGGING

COMPLAINT

Sheriff Docket #

15707

04-739-CD

SHERIFF RETURNS

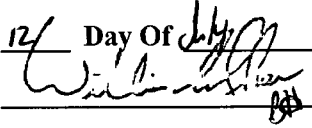
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SERVED BY: DAVIS/MORGILLO

Return Costs


Cost	Description
52.00	SHERIFF HAWKINS PAID BY: ATTY Ck# 1137
10.00	SURCHARGE PAID BY: ATTY CK# 1138

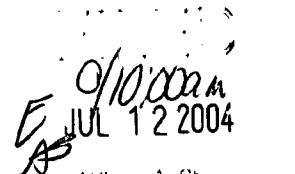
Sworn to Before Me This

12 Day Of July 2004


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

So Answers,


Chester A. Hawkins
Sheriff


JUL 12 2004
William A. Shaw
Prothonotary/Clerk of Courts

THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: Timothy J. Holman, Esquire

Attorney I.D. # 63161

8380 Old York Road, Suite 120

Elkins Park, PA 19027

Phone: (215) 886-8611

Fax: (215) 886-5813

Attorneys for Plaintiff

PACCAR FINANCIAL CORP.

PACCAR BUILDING

P.O. BOX 1518

BELLEVUE, WA 98009-1518

Plaintiff,

v.

JOHN BOUCH,

d/b/a JOHN BOUCH LOGGING

9562 BURNSIDE MAGEE HIGHWAY

MAHAFFEY, PA 15757

Defendant.

COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

Civil Action No. 04-739 CD

FILED

MAY 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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 and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 1300

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Attorneys for Plaintiff

PACCAR FINANCIAL CORP.	:	
PACCAR BUILDING	:	COURT OF COMMON PLEAS
P.O. BOX 1518	:	CLEARFIELD COUNTY, PENNSYLVANIA
BELLEVUE, WA 98009-1518	:	
	:	
	:	
	:	
Plaintiff,	:	Civil Action No.
v.	:	
	:	
	:	
JOHN BOUCH, d/b/a	:	
JOHN BOUCH LOGGING	:	
9562 BURNSIDE MAGEE HIGHWAY	:	
MAHAFFEY, PA 15757	:	
	:	
	:	
Defendant.	:	

COMPLAINT - BREACH OF CONTRACT

PACCAR Financial Corp., by and through its counsel, The Law Offices of Timothy J. Holman, LLC, files this Complaint against the above named defendant, and in support hereof, avers as follows:

1. Plaintiff, PACCAR Financial Corp. ("PACCAR"), is a corporation duly organized under the laws of the State of Washington, with a principal place of business at the PACCAR Building, P.O. Box 1518, Bellevue, WA 98009-1518.
2. At all times relevant hereto, Plaintiff, PACCAR, is and has been licensed to transact commercial financing business in the Commonwealth of Pennsylvania.

3. Defendant, John Bouch, d/b/b John Bouch Logging (hereinafter “Bouch” or “Defendant”) is, upon information and belief, an adult individual who resides at 9562 Burnside Highway, Mahaffey, PA 15757.

JURISDICTION AND VENUE

4. Jurisdiction is proper in the Court of Common Pleas of Clearfield County, Pennsylvania, as the Defendant resides in Mahaffey, Pennsylvania.

5. Venue is also proper in the Court of Common Pleas of Clearfield County, Pennsylvania as the Defendant resides in Mahaffey, Pennsylvania, and a substantial portion of the events complained of occurred in Mahaffey, Pennsylvania.

BACKGROUND

6. On or about January 31, 2000, plaintiff’s assignor, Hunter’s Truck Sales & Service, Inc. (hereinafter “Hunter’s”), entered into and executed a Security Agreement Retail Installment Contract (the “Contract”) with Bouch for the purchase by Bouch of a 1998 International Model 9300 truck, Vehicle Identification Number 2HTFBAST5WC040872 with a 1995 Prentace Model 120C Log Loader, serial number 204107 (collectively the “1998 International”). A true and correct copy of the Contract (with the tax i.d. number of John Bouch Logging redacted) is attached hereto and incorporated by reference as Exhibit “A”.

7. Pursuant to the terms of the Contract, Bouch agreed to purchase the 1998 International and agreed to pay to PACCAR sixty (60) monthly installments in the amount of two thousand-two- hundred-ninety-six dollars and eighteen cents (\$2,296.18). See Exhibit “A”.

8. As an additional condition of the Contract, Bouch pledged as collateral the 1998 International and granted plaintiff a security interest in the 1998 International. See Exhibit A.

9. Hunter's assigned its rights and obligations under the Contract to PACCAR on or about February 23, 2000. See Exhibit "A".

10. Bouch defaulted on his payment obligations under the Contract.

11. Pursuant to paragraph 11 of the Terms and Conditions of the Contract, PACCAR retook possession of the 1998 International prior to March 6, 2003.

12. On March 6, 2003, plaintiff notified Bouch by certified mail and first-class mail through the United States Postal Service of plaintiff's intention to hold a public sale of the 1998 International that had been purchased by Bouch and repossessed by plaintiff.

13. On or about March 25, 2003, plaintiff conducted a public sale of the 1998 International.

14. On the date of the public sale, the contract payoff balance was \$63,007.03. As the result of the sale, the 1998 International was purchased for \$38,000.00, which resulted in a deficiency after the sale in the amount of \$25,007.03.

15. In accordance with paragraphs 6 and 11 of the Terms and Conditions of the Contract, plaintiff is entitled to recover from Bouch, among other things, its expenses of retaking, holding, preparing for sale or selling the collateral, the attorney's fees incurred by plaintiff, any other legal expenses incurred by plaintiff, and the deficiency resulting from the sale of the collateral. See Exhibit "A."

16. Payment has been demanded of Bouch by plaintiff, but Bouch has failed and continues to fail and refuses to pay the deficiency balance of the Contract, which totals \$25,007.03 plus interest at the legal rate of six percent per year/per diem amount of \$4.11 from March 25, 2003, plus attorney's fees and costs.

17. As of May 20, 2004, the interest that has accrued on the deficiency balance of the Contract is \$1,730.31

18. Additional interest accrues from May 20, 2004 at the legal rate of six percent per year/per diem amount of \$4.11.

19. As of May 20, 2004, plaintiff has incurred \$477.50 in attorney's fees and costs (including a filing fee of \$85.00 and a Sheriff's service of process fee of \$85.00), which it is entitled to recover from Bouch.

20. Costs and attorneys fees continue to accrue in accordance with the terms of the Contract.

COUNT I - BREACH OF CONTRACT

21. Plaintiff hereby incorporates paragraphs 1 through 20 above, as though fully set forth herein at length.

22. The Contract constitutes a binding contract between plaintiff PACCAR and defendant Bouch.

23. By failing and/or refusing to make payments when due, Bouch has breached his obligations under the Contract.

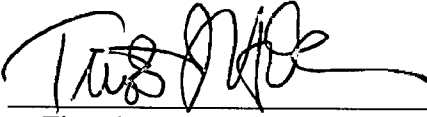
24. Plaintiff PACCAR has fulfilled its obligations under the Contract and applicable law.

25. As a direct and proximate result of the breach of contract by defendant Bouch, plaintiff PACCAR has incurred damages totaling in excess of \$25,007.03, plus interest at the legal rate of six percent per year accruing since March 25, 2003 (which totals \$1,730.31 as of May 20, 2004 and which continues to accrue at the legal rate of six percent per year/\$4.11 per diem), plus attorney's fees and costs in the amount of \$477.50 as of May 20, 2004, and additional

costs and attorney's fees in an amount to be determined and which continue to accrue.

WHEREFORE, Plaintiff, PACCAR Financial Corp., respectfully requests that this Court enter judgment in its favor and against Defendant John Bouch, d/b/a John Bouch Logging on Count I of its Complaint: (a) in the amount of \$26,737.34 (including interest at the legal rate of six percent per year/\$4.11 per diem from March 25, 2003) and for interest accruing since May 20, 2004 at the legal rate of six percent per year/\$4.11 per diem; (b) for PACCAR's attorney's fees and costs of \$477.50 as of May 20, 2004 and for reasonable attorneys' fees and expenses to be incurred after May 20, 2004; and (c) for such other and further relief as this Court deems just and proper.

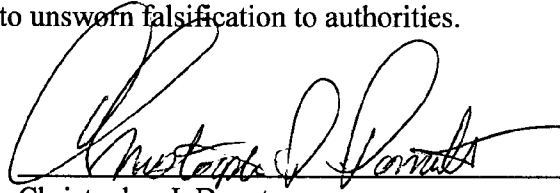
THE LAW OFFICES OF TIMOTHY J. HOLMAN, LLC

By: 
Timothy J. Holman, Esquire
Attorneys for Plaintiff
PACCAR Financial Corp.

Dated: May 20, 2004

VERIFICATION

I, Christopher J. Donato, am a Deficiency Collection Specialist for PACCAR Financial Corp., Plaintiff herein. As such, I am authorized to and do, hereby verify that the factual statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Christopher J. Donato", is written over a horizontal line.

Christopher J. Donato
Deficiency Collection Specialist
PACCAR Financial Corp.

Dated: May 20, 2004

EXHIBIT A

SELLER	
NAME	HUNTER'S TRUCK SALES & SERVICE INC
PLACE OF BUSINESS	519 PITTSBURGH RD BUTLER, PA 16002-
MAILING ADDRESS	519 PITTSBURGH RD BUTLER, PA 16002-

BUYER	
NAME	JOHN BOUCH LOGGING
STREET ADDRESS	R D 1 BOX 181 MAHAFFEY, PA 15757-
MAILING ADDRESS	R D 1 BOX 181 MAHAFFEY, PA 15757-

Seller hereby sells, and Buyer (meaning all undersigned buyers, jointly and severally) hereby purchases, subject to the terms set forth below and on any attachments hereto, the following described vehicle (the "Vehicle"), delivery and acceptance of which in good order Buyer hereby acknowledges.

Buyer hereby grants a security interest in the vehicle below and any additional collateral (collectively the "Collateral"), and any Additions and Accessions thereto (as defined below), to Seller and its assigns to secure prompt payment of the indebtedness herein and performance of Buyer's other obligations, including any additional indebtedness incurred as provided by this Contract and any extensions and renewals of the obligations and future advances and is subject to paragraph 16 "Cross Collateral" and the other provisions below. The security interest extends to the proceeds of the Collateral and the proceeds of any insurance policy.

Buyer also acknowledges that Seller has offered to sell the vehicle for the cash price indicated, but that the Buyer has chosen to purchase on the terms and conditions of this contract.

DESCRIPTION OF VEHICLE - COLLATERAL (for security purposes only)				
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	NEW/USED
1998	INTERNATIONAL	9300	2HTFBAST5WC040872	Used
1995 PRENTACE 120C LOG LOADER SER#204107				
Total:				\$104,595.50

DESCRIPTION OF TRADE-IN EQUIPMENT				
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	ALLOWANCE
Total:				\$0.00

ITEMIZATION OF AMOUNT FINANCED			
TOTAL CASH PRICE:		Cash Price	\$104,595.50
		Sales Tax	\$0.00
		Title Fee	\$27.50
1.	TOTAL CASH PRICE		\$104,623.00
DOWN PAYMENT:		Net Trade-in	\$0.00
		Cash	\$1,318.50
2.	TOTAL DOWN PAYMENT		\$1,318.50
3.	UNPAID CASH PRICE (1 - 2)		\$103,304.50
4.	TOTAL AMOUNT OF INSURANCE PREMIUMS (4A+4B)		\$0.00
FEES: (Itemize)		5A. Official Fee(s)	\$0.00
		5B. Document Preparation Fee	\$40.00
		5C. PLATE	\$1,251.00
5.	TOTAL FEES (5A+5B+5C)		\$1,291.00
6.	PRINCIPAL BALANCE (Basic Time Price) (3+4+5)		\$104,595.50
7.	FINANCE CHARGE (Time Price Differential)		\$33,175.30
8.	CONTRACT BALANCE (Time Balance) (6+7)		\$137,770.80
9.	TOTAL TIME SALE PRICE (1+4+5+7)		\$139,089.30

PAYMENT SCHEDULE

The Contract Balance (Item 8) is payable to the Seller or his assignee based on the following schedule:

First Installment	No. of Installments	Amount Each	First Installment	No. of Installments	Amount Each
1. March 14, 2000	60	\$2,296.18			

INSURANCE

4A. **PHYSICAL DAMAGE INSURANCE** is required. Buyer may provide such insurance through any insurance company authorized to do business in this state, although Seller, as to dual interest insurance, may reject any insurer for reasonable cause.

Physical damage insurance is not financed in this contract.

4B. **CREDIT LIFE, CREDIT ACCIDENT AND HEALTH** are not required by Seller, are not a factor in approval of credit and are not included.

I DESIRE:	INSURANCE COMPANY	TERM	PREMIUM
N/A CREDIT LIFE INSURANCE	N/A	N/A	\$0.00
N/A CREDIT ACCIDENT & HEALTH INSURANCE	N/A	N/A	\$0.00

Buyer acknowledges disclosure of insurance charges above and requests and authorizes Seller to obtain insurance coverage checked and include the cost in item 4.

AGGREGATE AMOUNT OF INSURANCE PREMIUM(4A+4B) \$0.00

BUYER REPRESENTS AND WARRANTIES

The Collateral is to be used for business and commercial purposes, and not for agricultural purposes or for personal, family or household use. The Collateral will be titled in the state of PA.

Buyer's chief place of business is located at

STREET R D 1 BOX 181
CITY MAHAFFEY
COJNTY CLEARFIELD
STATE PA
ZIP CODE 15757-

Buyer will immediately notify Seller in writing of any change in the above address or location. This contract is entered into in the State of Pennsylvania and is governed by its laws.

DELINQUENCY CHARGE

For each installment not paid within 10 days of the date due, Buyer agrees to pay Seller a delinquency charge of 4% of the amount of the payment or payments in arrears, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect.

1. CERTIFICATE OF TITLE - LIENS.

Buyer agrees that any Certificate of Title on the Collateral will show Seller's security interest (lien) and will be delivered promptly to Seller. Seller has the right to hold the Certificate of Title until Buyer pays all indebtedness and performs all other obligations under this Contract. Buyer promises not to give any other party a lien or security interest in the Collateral without Seller's written consent. Buyer promises not to part with possession of, sell or lease the Collateral without Seller's written approval. Buyer hereby

(a) agrees that from time to time, at the expense of the Buyer, Buyer will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable, or that Seller may request, in order to perfect or protect any security interest granted or purported to be granted hereby or to enable Seller to exercise and enforce its rights and remedies hereunder with respect to any Collateral, and (b) grants to Seller the power to sign Buyer's name and on behalf of Buyer to execute and file applications for title, transfers of title, financing statements, notices of lien and other documents pertaining to any or all of the Collateral.

2. ASSIGNMENT.

Seller has the right to assign this Contract to PACCAR Financial Corp. If Seller does assign it, PACCAR Financial Corp. will take all of the Seller's right, title and interest under this Contract (including Seller's interest in the Collateral). Thereafter, the term "Seller" in this contract shall mean PACCAR Financial Corp. This means, among other things, that Buyer will be required to make the payments under this Contract directly to PACCAR Financial Corp. Buyer agrees that if Seller assigns this Contract, and PACCAR Financial Corp. sues Buyer to collect any amount Buyer owes to PACCAR Financial Corp. or to enforce any of Buyer's other obligations to PACCAR Financial Corp., Buyer will not assert any claim or defense Buyer has against Seller as a claim, defense, or setoff against PACCAR Financial Corp.

3. INSURANCE.

Buyer agrees to keep the collateral continuously insured against fire, theft, collision, and any other hazard Seller specifies by an insurance company Seller has approved. The amount of insurance shall be the full insurable value of the Collateral or the full amount of all obligations this Contract secures, whichever is greater. The insurance policy shall provide, in a form acceptable to Seller, for payment of any loss to Seller. Buyer shall deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a loss-payable endorsement naming Seller or its assigns as loss-payee as their interests may appear. The insurance policy shall provide that it can be canceled only after written notice of intention to cancel has been delivered to Seller at least ten (10) days before the cancellation date. If the Collateral is lost or damaged, Seller shall have full power to collect any or all insurance proceeds and to apply them as Seller chooses either to satisfy any obligation secured by this Contract (whether or not due or otherwise matured), or to repair the Collateral. If Buyer obtains insurance from a company Seller has not approved, or fails to obtain any insurance, Seller may (but does not have to) obtain any insurance Seller desires to protect its interests. If Seller does so, Buyer shall reimburse Seller upon demand for its expenses. Seller shall have no liability at all for any losses which occur because no insurance has been obtained or the coverage of the insurance which has been obtained is incomplete.

4. TAXES.

Buyer agrees to pay before delinquency all sales and other taxes, license fees and other governmental charges imposed on the Collateral or its sale or use.

5. USE OF COLLATERAL.

Buyer agrees to keep the Collateral in good repair; to prevent any waste, loss, damage, or destruction of or to the Collateral; to prevent any unlawful use of the Collateral; and not to make or allow to be made any significant change in the Collateral or in its chassis, body or special equipment, without Seller's written consent. Buyer assumes all risk of damage, loss or destruction of or to the Collateral, whether or not insured against. Seller may examine the collateral wherever located at any time, and Buyer will inform Seller of the Collateral's location upon Seller's request.

6. EXPENSES PAID BY SELLER.

Buyer agrees to reimburse Seller upon demand for any expenses paid by Seller such as taxes, insurance premiums, repair bills, title fees, or any expenses incurred under Section 11. Buyer's obligation to pay the expenses shall be secured by this Contract.

7. TRADE-INS.

If Buyer has traded in any property, Buyer represents and warrants that the description of it on the front of this Contract is accurate, that the title conveyed is good and its transfer rightful, and that the property is delivered free from any security interest or other lien or encumbrance.

8. NO WARRANTY.

If the Vehicle is new, there is no warranty other than that of the manufacturer. If the Vehicle is used, it is sold "AS IS" and "WITH ALL FAULTS".

SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SET OUT IN WRITING AND SIGNED BY THE SELLER, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED.

9. ADDITIONS TO COLLATERAL.

Anything added to the Collateral, including but not limited to engines, transmissions, tires, wheels, fifth wheels, radios and electrical equipment, tanks and any other body or structure that becomes part of the Collateral, shall constitute "Additions & Accessions" and shall be subject to Seller's security interest. All Additions & Accessions must stay with the Collateral if it is repossessed or returned to Seller.

10. DEFAULT.

Time is of the essence in this Contract. The due dates for payments and the performance of the other obligations under this contract are among its most crucial provisions. Buyer shall be in default under this Contract upon the occurrence of any of the following:

- (a) Buyer fails to pay on or before the due date the full amount of any scheduled payment, taxes, insurance premium, or other obligation secured by this Contract or under any other instrument or agreement;
- (b) Buyer fails to perform any of Buyer's obligations under this Contract;
- (c) Any representation Buyer has made in this Contract or in any credit application or financial statement Buyer has given in connection with the credit secured by the Contract turns out to be false;
- (d) Any check, note or other instrument given for a payment is dishonored when presented for payment;
- (e) The Collateral is seized or levied upon under any legal or governmental process or proceeding against Buyer or the Collateral;
- (f) Buyer becomes insolvent or subject to insolvency proceedings as defined in the Uniform Commercial Code or becomes subject to bankruptcy;
- (g) Buyer defaults in the payment or performance of any other agreement in connection with any other obligation owed to PACCAR Financial Corp. or for borrowed money; or
- (h) Seller reasonably deems the Collateral in danger of misuse, confiscation, damage, or destruction.

11. REMEDIES.

If Buyer defaults under this Contract, Seller may, at its option, with or without notice to Buyer:

- (a) Declare this Contract to be in default;
- (b) Declare all unpaid installments to be due in accordance with the applicable state law, and other charges and indebtedness secured by this Contract immediately due and payable, without protest, presentment demand or notice (including but not limited to notice of intent to accelerate and notice of acceleration), all of which Buyer waives; and
- (c) Exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws.

In addition to the foregoing and any other rights Seller has under the law in effect at the time of default, the following provisions shall apply:

- (a) On Seller's demand, Buyer shall deliver possession of the Collateral to Seller at a place Seller designates reasonably convenient to both parties.
- (b) Seller may enter any premises, where the Collateral may be found and take possession of it without notice, demand, or legal proceedings, provided such entry is in compliance with law.
- (c) Seller shall give Buyer at least fifteen (15) days written notice of any sale of the Collateral, which Buyer agrees to be reasonable notice. Notice shall be given at the address specified in this Contract or other such address as Buyer may specify in writing to Seller. Notice shall be effective when deposited in the mails, postage prepaid, addressed as provided above.
- (d) If buyer is in default more than 15 days when Seller retakes possession, Seller may collect expense of retaking, holding, preparing for sale, selling and the like shall include, to the fullest extent permitted by law, (i) the fees of any attorneys retained by Seller, and (ii) all other legal expenses incurred by Seller.
- (e) Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of the Collateral after default.

12. NO WRONGFUL POSSESSION.

Buyer agrees that if Seller repossesses the Collateral or otherwise obtains possession of it, Seller will not be in wrongful possession of any property contained in the Collateral or attached to it in which Seller does not have a security interest. Seller agrees to make any such property available for Buyer to take back at a place reasonably convenient to both parties.

13. VARIATIONS OF CONTRACT.

No provision of this Contract may be changed or amended unless by a written contract signed by Seller. Seller's acceptance of late payments does not mean that Seller is obligated to accept any late payments in the future. No waiver of any default shall operate as a waiver of any other default.

14. ENTIRE AGREEMENT: SEVERABILITY.

This Contract and the attached Exhibits and Addenda is the complete and exclusive statement of rights and duties between Seller and Buyer. If any provision is held unenforceable, it shall be deemed omitted without affecting the enforceability of the remaining provisions.

15. BAD CHECKS.

Whenever a check, draft or order given by or on behalf of Buyer for the purpose of payment of any obligation arising under this Contract has been dishonored for lack of funds or credit to pay the same or because the maker, issuer or drawer has no account with the drawee, Seller may collect from Buyer a reasonable handling fee, not to exceed the maximum amount allowed by law in the state chosen by the parties to govern this transaction.

16. CROSS COLLATERAL.

Buyer grants to Seller and any assignee of Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller or to such assignee of Seller, now existing or hereafter arising, whether under this Contract or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of the Contract by Seller, the assignee shall be deemed, for the purpose of this paragraph, the only party with a security interest in the Collateral.

17. FINANCIAL INFORMATION.

Buyer agrees to furnish Seller promptly with any financial statements or other information which Seller may reasonably request from time to time. Any and all financial statements will be prepared on a basis of generally accepted accounting principles, and will be complete and correct and fairly present Buyer's financial condition as of the date thereof. Seller may at any reasonable time examine the books and records of Buyer and make copies thereof.

18. MISCELLANEOUS.

(a) This Contract shall be binding, jointly and severally, upon all parties described as the "Buyer" and their respective heirs, executors, representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

(b) This Contract and any other evidence of the indebtedness given in connection herewith may be assigned by Seller to a third party without notice to Buyer and Buyer hereby waives

any defense, counterclaim or cross-complaint by Buyer against any assignee, agreeing that Seller shall be solely responsible therefor.

(c) Buyer waives all homestead and other property exemption laws.

(d) Buyer acknowledges receipt of a true copy of this contract, and waives acceptance hereof.

(e) This Contract shall continue in full force and effect for so long as there shall remain in existence obligations or liabilities from Buyer to Seller or any assignee of Seller and for so long after the payment of all outstanding obligations and liabilities as it is reasonably contemplated that there may be future obligations and liabilities between Buyer and Seller and any assignee of Seller, which future obligations and liabilities shall be secured by the security interest granted in this Contract.

19. CHATTEL PAPER.

This specific Security Agreement is to be sold only to PACCAR Financial Corp. and is subject to the security interest of PACCAR Financial Corp. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR PACCAR FINANCIAL CORP." which is delivered to and held by PACCAR Financial Corp. Any change in the name of the assignee of this Security Agreement from PACCAR Financial Corp. shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than PACCAR Financial Corp. will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due hereunder, except that PACCAR Financial Corp. may, by a separate written assignment signed by PACCAR Financial Corp., assign its interest received hereunder.

20. PREPAYMENT AND NSF FEES.

In the event Buyer pays off this Contract in advance of its full term, Seller or its assigns will charge a prepayment processing fee of \$50. or the maximum amount allowed by state law, if lower. In addition, if a check issued by Buyer and payable to Seller or its assigns is dishonored, the holder of the check will assess a fee of \$50 per dishonored check, or the maximum amount allowed by state law, if lower.

NOTICE - SEE ALL PAGES FOR IMPORTANT TERMS WHICH ARE PART OF THIS CONTRACT.

WARNING: LIABILITY INSURANCE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS NOT INCLUDED UNDER THIS CONTRACT.

1. DO NOT SIGN THIS CONTRACT IN BLANK.

2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

3. YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND MAY OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

SELLER: HUNTER'S TRUCK SALES & SERVICE INC

BUYER: JOHN BOUCH LOGGING

BY:

Chuck Miller

CHUCK MILLER, BUSINESS MANAGER

DATE:

January 31, 2000

TAX ID:

reduced
John

BY:

JOHN BOUCH, SOLE PROPRIETOR

DATE:

January 31, 2000

BY:

TITLE:

DATE:

January 31, 2000

Buyer acknowledges receipt of a true copy of this security agreement, and has read it and knows its contents, including the insurance notice; and this agreement was completely filled in before being signed.

To: PACCAR Financial Corp.

You have purchased one or more Security Agreement - Retail Installment Contracts and/or Equipment Lease Agreements (herein designated "Accounts") arising from the sale or lease to us, by various vendors or lessors, of equipment and/or inventory (herein designated "Collateral"), and/or you have made direct loans to us and/or leased Collateral to us and/or otherwise extended credit to us evidenced by Accounts creating security interests in Collateral.

In order to induce you to extend our time of payment on one or more Accounts and/or to make additional loans to us and/or to lease Collateral to us and/or to purchase additional Accounts, and in consideration of you so doing, and for other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, we agree as follows:

1. All presently existing and hereafter acquired Collateral (the description of which is incorporated herein by reference) in which you have or shall have a security interest shall secure the payment and performance of all of our liabilities and obligations to you of every kind and character, whether joint or several, direct or indirect, absolute or contingent, due or to become due, and whether under presently existing or hereafter created Accounts or agreements or otherwise (herein individually and collectively designated "Obligations").
2. We further agree that your security interest in the Collateral covered by any Account now held or hereafter acquired by you shall not be terminated in whole or part until and unless all of our Obligations to you are fully paid and satisfied and the terms of every Account now owned or hereafter acquired by you have been fully performed by us. It is further agreed that you are to retain your security interest in all Collateral covered by all Accounts now owned or hereafter acquired by you, as security for payment and performance under every Account, notwithstanding the fact that one or more of such Accounts have been or may become fully paid.
3. A default under any Account or other agreement between us shall be deemed to be a default under all other Accounts and agreements.
4. Upon our default, any and all Accounts and agreements shall, at your option, become immediately due and payable without notice or demand to us or any other party obligated thereon, and you shall have and may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction(s) and as otherwise granted or accorded to you under any Account, other agreement, rule of law, judicial decision or statute. We hereby waive, to the maximum extent permitted by law, notices of default, notices of repossession and sale or other disposition of collateral, and all other notices, and in the event any such notice cannot be waived, we agree that if such notice is mailed to us postage prepaid at the address shown below at least ten (10) days prior to the exercise by you of any of your rights or remedies, such notice shall be deemed to be reasonable and shall fully satisfy any requirement for giving notice.
5. All rights and remedies granted to you hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect your rights and remedies under any existing Account, agreement, statute, judicial decision or rule of law.

This instrument is intended to create cross-default and cross-security between and among all Accounts now owned or hereafter acquired by you.

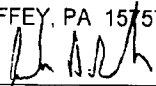
This agreement may not be varied or altered nor its provisions waived except by your duly executed written agreement. This agreement shall inure to the benefit of your successors and assigns and shall be binding upon our heirs, administrators, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, we have executed this Agreement this 31ST day of January, 1999.

Business

JOHN BOUCH LOGGING
R D 1 BOX 181

MAHAFFEY, PA 15757-



JOHN BOUCH, SOLE PROPRIETOR

Individual

SELLER'S ASSIGNMENT

FOR VALUE RECEIVED, Seller identified on the face of this Security Agreement — Retail Installment Contract (the "Contract") hereby sells, transfers, and assigns to PACCAR Financial Corp., its successors and assigns (collectively "Assignee") all of Seller's right, title and interest under, in and to the Contract (including collateral therein described), guaranties of Buyer's obligations, and insurance policies and proceeds thereunder. This Assignment is subject to acceptance by Assignee at its offices, as indicated, and is further subject to the provisions of any underlying agreement between Seller and Assignee respecting acquisition of installment paper (the "Limited Liability Agreement").

In any event, if any of the following representations or warranties is untrue, Seller unconditionally agrees to repurchase from Assignee, upon demand, the Contract, and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and attorney's fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. In addition, Seller agrees to indemnify Assignee for any loss or expense sustained by reason of any claim or defense Buyer may have against Seller.

Seller represents and warrants to Assignee that:

- (1) The property or services described in the Contract are accurately described therein, have been delivered to and accepted by Buyer under a bona fide deferred payment transaction as indicated in the Contract, and that all obligations of Seller to Buyer respecting sale and delivery of property or services have been fully performed;
- (2) Any down payment reflected in the Contract has been received, and that the Time Balance is absolutely owing and payment thereof is not subject to any Buyer defense, counterclaim, setoff or deduction known to Seller;

In addition to any liability of Seller under the foregoing Assignment, Seller shall have the following liability to Assignee under the Limited Liability Agreement:

- ____ Non-Recourse
- ____ Limited Liability — Percentage of Contract Payoff _____ %
- ____ Limited Liability, as defined in the Limited Liability Agreement
- 15% Limited Liability, Other Fixed Full Term
- ____ Full Recourse: If Buyer fails to pay any payment on the Contract when due, or if Buyer is otherwise in default under the terms of the Contract, or if Buyer or Seller becomes insolvent or makes assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Seller, then in any of such events Seller will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Contract on demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorney's fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. Seller waives all rights arising under the Limited Liability Agreement relating to any failure on the part of Assignee to obtain possession within 180 days.

ASSIGNMENT: The foregoing contract is hereby assigned under the terms of the "Seller's Assignment" above.

HUNTER'S TRUCK SALES & SERVICE INC

SELLER

Charles Miller

BY:

ACCEPTANCE: The foregoing assignment is hereby accepted.

PACCAR Financial Corp.

James R. Carlson

BY:

SR CA

TITLE:

2/3/00

DATE:

Seller's Assignment for the Security Agreement dated on or about January 31, 2000 between JOHN BOUCH LOGGING (Buyer) and HUNTER'S TRUCK SALES & SERVICE INC (Seller) which includes, without limitation, an item of Collateral with the following Vehicle Identification Number: 2HTFBAST5WC040872

Know all people by these presents, that **JOHN BOUCH LOGGING** ("Buyer") of the following described equipment ("the Equipment"):

YEAR	MAKE	MODEL	DESCRIPTION OF EQUIPMENT VEHICLE IDENTIFICATION NUMBER
1998	INTERNATIONAL	9300	2HTFBAST5WC040872

does hereby irrevocably authorize and appoint PACCAR Financial Corp. as true and lawful Attorney to sign in the name, place and stead of the undersigned, any certificate of title covering the Equipment in whatever manner necessary to effect the transfer of such title, application for duplicate of such title, application for a new certificate of title of the Equipment or instructions for the disposition of such title as said Attorney may deem fit and proper and/or necessary for related credit installment transactions, hereby ratifying and confirming whatever action said Attorney shall or may take by virtue hereof in the premises.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney,

this _____ day of _____, _____.

JOHN BOUCH LOGGING



SIGNATURE

John D. Bouch

PRINT NAME

TITLE

Subscribed and sworn to before me, in and for the State of _____, County of _____

this _____ day of _____, _____.

NOTARY PUBLIC NAME

ADDRESS

My Commission Expires: _____

FILED
MAY 11 11 44 AM
MAY 24 2004
dec
Atty Holman

William A. Shaw
Prothonotary/Clerk of Courts
Atty pd 85.00

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

PACCAR FINANCIAL CORP.

Plaintiff,

v.

JOHN BOUCH, d/b/a
JOHN BOUCH LOGGING,
Defendant.

No. 04-739-CD

CASE NUMBER: 04-739-CD

TYPE OF PLEADING: **CERTIFICATE OF SERVICE**

FILED ON BEHALF OF: Plaintiff

COUNSEL FOR RECORD FOR THIS PARTY: TIMOTHY J. HOLMAN, ESQUIRE
Supreme Court ID#: 63161
8380 Old York Road, Suite 120
Elkins Park, PA 19027
215-886-8611

CO-COUNSEL FOR RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED ^{GP}
013 38 01 ^{nc}
APR 20 2005 ^{cc}

William A. Shaw
Prothonotary/Clerk of Courts

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

PACCAR FINANCIAL CORP.
Plaintiff,

v.

JOHN BOUCH, d/b/a
JOHN BOUCH LOGGING,
Defendant.

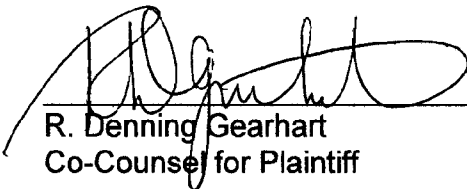
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No. 04-739-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Notice of Rescheduled Deposition in Aid of Execution filed in the above-captioned matter on the Defendant, John Bouch, d/b/a John Bouch Logging, through his attorney, Mark A. Gregg, Esquire, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Mark A. Gregg, Esquire
351 Budfield Street, Second Floor
Johnstown, PA 15904


R. Denning Gearhart
Co-Counsel for Plaintiff

DATE: April 20, 2005