

04-1310-CD
CLEARFIELD BANK & TRUST CO. VS THOMAS E. PYKE

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 2004-1310-10
	:	
Plaintiff	:	Filed on behalf of : Plaintiff
	:	
	:	Type of Pleading: Confession of
	:	Judgment For Money Pursuant to PA
	:	RCP 2951
THOMAS E. PYKE	:	
	:	
Defendant	:	Counsel for Plaintiff
	:	Alan F. Kirk, Esquire
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	814.234.2048

CONFESSION OF JUDGMENT FOR MONEY
PURSUANT TO PA RCP 2951

FILED

AUG 23 2004
m 13:00
William A. Shaw
Prothonotary/Clerk of Courts
2004-1310-10

NOW COMES, Alan F. Kirk, counsel for Clearfield Bank and Trust Company, Plaintiff in above captioned matter and represents as follows:

1. Pursuant to the authority contained in the Warrant of Attorney, a copy of which is attached hereto, I, the undersigned, do appear for the Plaintiff and confess Judgment in favor of the Plaintiff and against Defendant in the following amount:

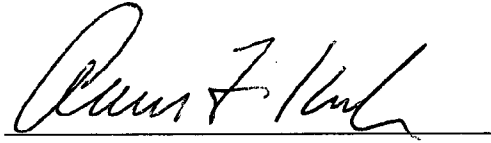
Amount Due:	\$ 152,965.13
Interest due from 2/25/04 - 8/03/04	
@ 8.50%	\$ 4,732.29
Attorney's Commission	\$ <u>22,944.77</u>
Total	\$ 180,642.19

WHEREFORE, Plaintiff demands Judgment in the amount of **\$180,642.19** and is authorized by the Warrant of Attorney contained in the attached instrument to do so.

Attached hereto and marked as Exhibit "A" is a certified copy of Promissory Note.

Attached hereto is an Affidavit that Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction, a copy of which is attached hereto and is marked as Exhibit "B".

Attached hereto and marked as Exhibit "C" is the Certificate of Residence of the Plaintiff and Defendant.

A handwritten signature in black ink, appearing to read "Alan F. Kirk", written over a horizontal line.

Alan F. Kirk, Esquire
Attorney for Plaintiff

Judgment entered as above

THOMAS E PYKE 301 FILBERT ST CURWENSVILLE PA 16833-1225	CLEARFIELD BANK & TRUST COMPANY 407 WALNUT STREET CURWENSVILLE, PA 16833	Loan Number 934054 Date 06/25/03 Maturity Date 06/25/23 Loan Amount \$ 155,000.00 Renewal Of 630020
Borrower's Name and Address "I" includes each borrower above, joint and severally.		Lender's Name and Address "You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of
One hundred fifty five thousand & no/100 Dollars \$ 155,000.00

☒ **Single Advance:** I will receive all of this principal sum on 06/25/03. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____
I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

☒ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from JUNE 25, 2003 at the rate of 8.5000 %
per year until JUNE 25, 2008

☒ **Variable Rate:** This rate may then change as stated below.

☒ **Index Rate:** The future rate will be 2.000% Above the following index rate: CLEARFIELD BANK AND TRUST COMPANY BASE RATE

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ **Frequency and Timing:** The rate on this note may change as often as _____
A change in the interest rate will take effect Daily

☒ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %
The rate may not change more than N/A % each N/A

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

ACCURAL METHOD: Interest will be calculated on a 365/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% OF THE PAYMENT, WITH A \$20.00 MINIMUM CHARGE

☐ **RETURNED CHECK CHARGE:** I agree to pay a fee of \$ _____ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: CREDIT REPORT & DOC PREP FEE \$125.00

PAYMENTS: I agree to pay this note as follows:

☐ **Interest:** I agree to pay accrued interest On Demand, But If No Demand Is Made

☐ **Principal:** I agree to pay the principal On Demand, But If No Demand Is Made

☒ **Installments:** I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 1,357.72 and will be due JULY 25, 2003. A payment of \$1,357.72 will be due Monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due JUNE 25, 2023

☒ **WARRANT OF AUTHORITY TO CONFESS JUDGMENT.** Upon default, in addition to all other remedies and rights available to you, by signing below Borrower irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

ADDITIONAL TERMS: AFTER THE INITIAL 5 YEAR TERM, MONTHLY PRINCIPAL & INTEREST PAYMENTS WILL BE DUE THAT WILL AMORTIZE THE REMAINING LOAN BALANCE OVER THE REMAINING 15 YEAR TERM. INTEREST WILL ACCRUE BASED UPON THE VARIABLE RATE AS DISCLOSED ABOVE.

PURPOSE: The purpose of this loan is REFINANCE LN #S 630020 & 717444

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):

MORTGAGE & SECURITY AGREEMENT 6-25-03
SECURITY AGREEMENT 7-27-99

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

William A. Shiner
WILLIAM A. SHINER
SR VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

THOMAS E PYKE



[illegible]

DEFINITIONS: As used on page 1, "X" means the terms that apply to and supersede any other terms that apply to the note, and such other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the lender and its successors and assigns.

APPLICABLE LAW: The law of the state of Pennsylvania will govern this agreement. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56, Decedents', Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

PAYMENTS: Each payment I make on this note will first reduce the principal amount of the loan. The remaining amount of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different allocation of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we agree to the contrary. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary). Interest accrues on the principal remaining unpaid from time to time, until paid in full. I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced on this note. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to change any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest is sent and is in error, we mutually agree to correct it, and if you actually incur more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1 applies), the term "maturity" means the earliest of the following:

(a) the date of the last scheduled payment indicated on page 1 of this note;

(b) the date you accelerated payment on the note; or

(c) after the entry of judgment on this note by confession or otherwise and applies to or on amounts owed under this note on any such judgment until paid in full.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed and credit, repaying a part of the principal will not entitle me to additional credit.

ADVANCE PROCEDURE AND MEANS: You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree, except that no consummation of the loan and I agree, except that no consummation (if the loan is rescissible pursuant to Regulation Z 12 C.F.R. § 226.9) will occur until after three business days from the date of advance.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may make those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that I may set off any amount due and payable under this note against any right I have to receive money from you.

RIGHTS: I agree to receive money from you by means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nonpurchase obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerated under this note.

If my right to receive money from you is also owed by someone who on his sole request to or endorsement agreement. Your right of set-off does not apply to an account or other obligation where my rights are only as a

EXERCISE OF YOUR RIGHT OF SET-OFF:

If this note is secured by real estate or personal property, I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraph herein.

DEFAULT: I will be in default if any one or more of the following occur:

(1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court pro-ceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I fail to do something which causes you to believe that I will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal first notifying you before making such a change; (10) I fail to plan, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to agricultural command-

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

(1) I may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges). You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.

(2) You may demand and secure this note, or additional parties may be obligated to pay this note as a condition for not using any other remedy.

(3) You may refuse to make advances to me or allow purchases on credit by me.

(4) You may sue.

(5) You may use any remedy you have under state or federal law. By selecting any one or more of these remedies you do not give up your right to later use any other remedy.

(6) You may waive your right to later consider the event as a default if it constitutes or happens again.

(7) You may collect, replevin or any other or similar type of cost I am in default, in addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to the extent permitted by law) to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it by, for example, signing this form or a separate guarantee or endorsement. You may sue me alone, or anyone else who is obligated to pay on this note, or any number of us together, to collect this note. You may do so as or without any notice that it has not been paid (notice of dishonor). You may without notice release any part of this agreement without releasing any other party. If you give any part of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay this note. Any extension of new credit to any of us, or renewal of this note, or any portion of the note or debt, from time to time without limit or notice for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION: I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to you until you have designated a new address on page 1 of this agreement.

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
THOMAS E PYKE	CLEARFIELD BANK & TRUST COMPANY
301 FILBERT ST	407 WALNUT STREET
CURWENSVILLE PA 16833-1225	CURWENSVILLE, PA 16833
Type: <input checked="" type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input type="checkbox"/> _____	
State of organization/registration (if applicable) <u>PA</u>	
<input type="checkbox"/> If checked, refer to addendum for additional debtors and signatures.	

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is JUNE 25, 2003.

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ THOMAS E PYKE (Borrower) owes to Secured Party:

☐ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

☒ **All Debts.** All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

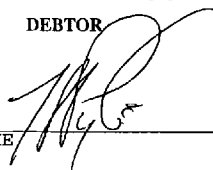
- ☒ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☒ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☒ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☒ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☒ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☐ **Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR

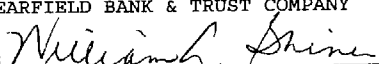
THOMAS E PYKE

By: THOMAS E PYKE 

By: _____

SECURED PARTY

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shtner 

WILLIAM A. SHTNER
SR VICE PRESIDENT

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligation of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

(1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;

(2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;

(3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and

(4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is abated of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in the Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in the season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property. Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts and Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonable, withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform. Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property. Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan. If any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

(1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;

(2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;

(3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;

(4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

(1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;

(2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;

(3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;

(4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which are prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any. By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith. Party's acts or omissions where Secured Party acts in good faith. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

Agreement and to confirm Secured Party's lien status on the Property.

Agreement and to confirm Secured Party's lien status on the Property.

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Agreement and to confirm Secured Party's lien status on the Property.

<u>Thomas E. Pyke</u> <u>RR 1 Box 30</u> <u>Grampian, PA 16838</u>	<u>Clearfield Bank & Trust Company</u> <u>11 N. Second St., PO Box 171</u> <u>Clearfield, PA 16830</u>
DEBTOR'S NAME, ADDRESS AND SSN OR TIN ("I" means each Debtor who signs.)	SECURED PARTY'S NAME AND ADDRESS ("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on July 27, 1999 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☒ I ☐ (name) Thomas E. Pyke

owe(s) to you now or in the future:
 (Check one below):

☐ **Specific Debt(s).** The debt(s), liability or obligations evidenced by (describe): _____ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☐ **All Debt(s).** Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☒ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☒ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ **Farm Products:** All farm products including, but not limited to:
 (a) all poultry and livestock and their young, along with their products, produce and replacements;
 (b) all crops, annual or perennial, and all products of the crops; and
 (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☒ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:
 (a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
 (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
 The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☒ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☐ **The secured property includes, but is not limited by, the following:**

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

I am a(n) ☐ individual ☐ partnership ☐ corporation
☐

☒ If checked, file this agreement in the real estate records.

Record Owner (if not me):

Thomas E. Pyke

The property will be used for ☐ personal ☒ business
☐ agricultural ☐ _____ reasons.

Clearfield Bank & Trust Company
 (Secured Party's Name)

By: Michael C. Sutika
Michael C. Sutika

Title: Assistant Treasurer

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

Thomas E. Pyke
 (Debtor's Name)

By: Thomas E. Pyke

Title: _____

By: _____

Title: _____

GENERAL - "You" means the Secured Party identified on page 1 of this agreement. "I," "me," and "my" means each person who signs this security agreement as Debtor and who agrees to give the property described under this agreement as security for the Secured Debts. All terms and duties under this agreement are joint and individual. No modification of this security agreement is effective unless made in writing and signed by you and me. This security agreement remains in effect, even if the note is paid and I owe no other debt to you, until discharged in writing. Time is of the essence in this agreement.

APPLICABLE LAW - I agree that this security agreement will be governed by the law of the state in which you are located. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the property is located.

To the extent permitted by law, the terms of this agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any provision of this agreement that does not comply with that law will not be effective. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the property, or to the extent this is a purchase money security interest in the property, I will defend it against any other claim. You agree to do whatever you require to protect your security interest and agree to keep your claim in the property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep deep books, records and accounts about the property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the property.

I will keep the property in my possession and will keep it in good repair and use it only for the purposes described on page 1 of this agreement. I will not change this specification without your express written permission. I represent that I am the original owner of the property and, if I am not, that I have provided you with a list of prior owners of the property.

I will keep the property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the property is to be used in another state, I will give you a list of those states. I will not try to sell the property unless it is inventory or I receive your written permission to do so. If I sell the property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent (1) a beneficial interest in the debtor is sold or transferred or (2) there is a change in the identity or number of members of a partnership or voting stock of a corporation.

I will pay all taxes and charges on the property as they become due. You have the right of reasonable access in order to inspect the property. I will immediately inform you of any loss or damage to the property.

LIMITATIONS - This agreement will not secure a debt described in the section entitled "Secured Debts" on page 1:

1) If you fail to make any disclosure of the existence of this security interest required by law for such other debt;

2) If this security interest is in my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing uniform and deceptive credit practices);

4) If this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221 and you do not obtain a statement of purpose if required under these regulations with respect to that debt; or

5) If this security interest is unenforceable by law with respect to that debt.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to that purchase money loan, and (b) payments on the purchase money loan will first be deemed to apply first to the non-purchase money portion of the loan. If any, and then to the purchase money obligations in the order in which the items were acquired by you. No security interest will be terminated by application of this formula. "Purchase money loan" means any loan in the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

AUTHORITY OF SECURED PARTY TO MAKE ADVANCES AND PERFORM FOR DEBTOR - I agree to pay you on demand any sums advanced on or my behalf including, but not limited to, expenses incurred in collecting, insuring, conserving, or protecting the property or in any respect to the property. I fail to pay such sums, you may do so for me, adding the amount paid to the other amounts secured by this agreement. All such sums will be due on demand and will bear interest at the highest rate provided in any agreement, note or other instrument evidencing the Secured Debts and permitted by law at the time of advance.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may, without notice to me, perform the duties or cause them to be performed. I understand that this authorization includes, but is not limited to, permission to report or accountings; (2) notify any account debtor of your interest in this property and sign my name to make the payments to you or someone else you name; (3) place the chattel paper a note indicating your interest in the property; (4) on my name, demand, collect, receive and give a receipt for, compromise, settle, and handle any suits or other proceedings involving the collateral; (5) take any action you feel is necessary in order to realize on the collateral, including performing any part of a contract or endorsing it in my name; and (6) make an entry on my books and records showing the existence of the security agreement and your right to perform for me shall not create an obligation to perform. And your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

INSURANCE - I agree to carry insurance on the property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added named you as agree that insurance proceeds may be used to repair or replace the property. I will buy insurance from a firm licensed to do so in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARNANTS AND REPRESENTATIONS - If this agreement includes warrants, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property or mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retained by myself, I will do so.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the property, or at a minimum price established between you and me.

If this agreement covers farm products, I will provide you, at your request, a written list of the buyers, commission merchants or selling agents, or to or through whom I may sell my farm products, in addition to those parties named on this written list. I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain in violation of all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured; (3) I require; (4) any other any promise, on any debt or agreement I have with you; (5) any creditor or mine attempts to collect any debt I owe him through court proceedings; (6) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) I change my name or assume an additional name without notifying you in writing before making such a change; (9) failure to plant, cultivate and harvest crops in due season; (10) if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to agricultural or agricultural commodity; (11) as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this agreement, you have the following remedies:

1) You may demand immediate payment of all I owe you under any obligation secured by this agreement.

2) You may set off any obligation I have to you against any right I have to the payment of money from you.

3) You may demand more security or new parties obligated to pay any debt I owe you as a condition of giving up any other remedy.

4) You may make use of any remedy you have under state or federal law.

5) If I default by failing to pay taxes or other charges, you may pay them (but you are not required to do so). If you do, I will repay you the amount you paid plus interest at the highest rate.

6) You may require me to gather the property and make it available to you in a reasonable fashion.

7) You may repossess the property and sell it as provided by law. You may repossess the property so long as the repossession does not involve a breach of the peace or an illegal entry onto my property. You may sell the property as provided by law. You may apply what you receive from the sale of the property to: your expenses; your reasonable attorneys' fees and legal expenses (where not prohibited by law); any debt I owe you. If what you receive from the sale of the property does not satisfy the debt, you may take me to court to recover the difference (where permitted by law).

I agree that 10 days written notice sent to my address listed on page 1 by first class mail will be reasonable notice to me under the Uniform Commercial Code.

If any items not otherwise subject to this agreement are contained in the property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

8) In some cases, you may keep the property to satisfy the debt. You may enter upon and take possession of all or any part of my property, so long as you do not breach the peace or illegally enter onto the property, including lands, plants, buildings, machinery, and equipment as may be necessary to permit you to manufacture, produce, store or sell or complete the property and to use and operate the property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

By choosing any one or more of these remedies, you do not waive your right to later use any other remedy. You do not waive a default if you choose not to use any remedy, and, by electing not to use any remedy, you do not waive your right to later consider the event a default and to immediately use any remedies if it continues or occurs again.

FILING - A carbon, photographic or other reproduction of this security agreement or the financing statement covering the property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not contain my signature, covering the property secured by this agreement.

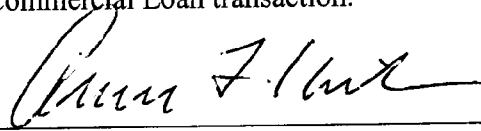
CO-MAKERS - If more than one of us has signed this agreement, we are all obligated equally under the agreement. You may sue any one of us or any of us together if this agreement is violated. You do not have to tell me if any term of the agreement has not been carried out. You may release any co-signer and I will still be obligated under this agreement. You may release any of the security and I will still be obligated under this agreement. Waiver by you of any of your rights will not affect my duties under this agreement. Extending this agreement or new obligations under this agreement, will not affect my duty under the agreement.

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

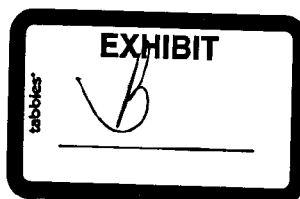
CLEARFIELD BANK AND TRUST	:	No.
COMPANY,	:	
Plaintiff	:	Filed on behalf of : Plaintiff
	:	
	:	AFFIDAVIT
THOMAS E. PYKE	:	
	:	Counsel for Plaintiff
Defendant	:	Alan F. Kirk, Esquire
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	814.234.2048

AFFIDAVIT

I, ALAN F. KIRK, counsel for the Plaintiff, deposes and says that Confession of Judgment for Money pursuant to PA RCP 2951 is not being entered against a natural person in connection with a consumer credit transaction. This was a Commercial Loan transaction.



Alan F. Kirk, Esquire
Attorney for the Plaintiff



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

CLEARFIELD BANK AND TRUST COMPANY,	:	No.
	:	
Plaintiff	:	Filed on behalf of : Plaintiff
	:	
	:	Type of Pleading: Confession of
	:	Judgment For Money Pursuant to PA
	:	RCP 2951
THOMAS E. PYKE	:	
	:	
	:	Counsel for Plaintiff
Defendant	:	Alan F. Kirk, Esquire
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	814.234.2048

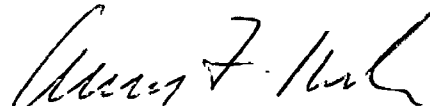
CERTIFICATE OF RESIDENCE

I hereby certify the following is a correct address for the Plaintiff:

**Clearfield Bank & Trust Company
11 North Second Street
P.O. Box 171
Clearfield, PA 16830**

I hereby certify the following is a correct address for the Defendant:

**Thomas E. Pyke
183 Melody Road
Grampian, PA 16838**


Alan F. Kirk, Esquire
Attorney for the Plaintiff



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

CLEARFIELD BANK AND TRUST : No. 2004-01310-CD
COMPANY :
Plaintiff :
vs. : Type of Pleading: WRIT OF EXECUTION
THOMAS E. PYKE :
Defendant : Filed on Behalf of: Plaintiff
Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary of Clearfield County:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against **THOMAS E. PYKE**, Defendant, and
- (3) against N/A, Garnishee;
- (4) and index this writ
- (a) against **THOMAS E. PYKE**, Defendant and
- (b) against N/A, Garnishee;

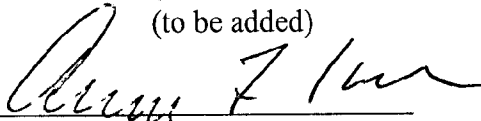
as a lis pendens against real property of the Defendant in the name of garnishee as follows:

N/A

(5) Amount Due \$180,642.19
Interest From _____ \$
Costs \$

(to be added)

(to be added)


Alan F. Kirk, Esquire
Attorney for Plaintiff

FILED

DEC 17 2004 *fm*

m / 3:06
William A. Shaw
Prothonotary

6 units to SHF

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

WRIT OF EXECUTION
NOTICE

TO: Thomas E. Pyke, Defendant
183 Melody Road
Grampian, PA 16838

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 legal 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 which 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 attached claim form and demand for 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.

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.

Clearfield County Courthouse
230 E. Market Street, Clearfield, PA 16830
(814) 765.2641

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

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

CLAIM FOR EXEMPTION

To the Sheriff:

I, **THOMAS E. PYKE**, the above named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

(i) Set aside in kind (specify property to be set aside in kind):

_____;
(ii) Paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption): _____;
_____;

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300 statutory exemption: ____in cash:____ in kind (specify property):_____

- (b) Social Security benefits on deposit in the amount of \$ _____;
- (c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at _____
(address)

(telephone number)

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

Date: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF
THE SHERIFF OF CLEARFIELD COUNTY:
CLEARFIELD COUNTY COURTHOUSE
(814)765.2641

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS.
COUNTY OF CLEARFIELD	:	

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against **THOMAS E. PYKE** ,
Defendant,

(1) You are directed to levy upon the **personal property** of the Defendant located
at **301 Filbert Street, Curwensville, Clearfield County, Pennsylvania, also known as Tax
Map Nos. 6-2-H10-283-19, 6-2-H10-283-18, 6-2-H10-283-17 , and 475 State Street,
Curwensville, Clearfield County, Pennsylvania,** and to sell his interest therein;

(2) You are also directed to attach the property of the Defendant not levied upon in
the possession of Garnishee, N/A

and to notify the Garnishee that


(a) an attachment has been issued; N/A

(B) the Garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof;
N/A

(3) If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated. N/A

Amount Due	\$ 180,642.19
Interest	\$ (to be added)
Costs	\$ (to be added)

PROTHONOTARY COSTS 125.00


William Shaw, Prothonotary

Seal of the Court

Deputy

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

CLEARFIELD BANK AND TRUST : No. 2004-01310-CD
COMPANY :
Plaintiff :
vs. : Type of Pleading: WRIT OF EXECUTION
THOMAS E. PYKE :
Defendant : Filed on Behalf of: Plaintiff
Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary of Clearfield County:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against **THOMAS E. PYKE**, Defendant, and
- (3) against N/A, Garnishee;
- (4) and index this writ
- (a) against **THOMAS E. PYKE**, Defendant and
- (b) against N/A, Garnishee;

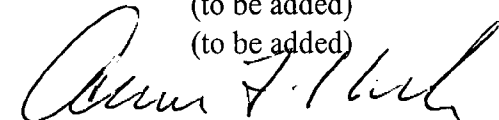
as a lis pendens against **real property** of the Defendant in the name of garnishee as follows:

**301 Filbert Street, Curwensville, Clearfield County, Pennsylvania also known as Tax Map Nos.
6-2-H10-283-19, 6-2-H10-283-18, 6-2-H10-283-17**

(5) Amount Due \$180,642.19
Interest From _____ \$
Costs \$

(to be added)

(to be added)



Alan F. Kirk, Esquire
Attorney for Plaintiff

FILED

DEC 17 2004

my 2:30h
William A. Shaw
Prothonotary

6 units tosher



KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199912383
RECORDED ON
JUL 27, 1999
3:36:02 PM
RECORDING FEES - \$15.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND \$1.00
STATE TRANSFER \$1,800.00
TAX
STATE UNIT TAX \$0.50
CURWENSVILLE \$900.00
BOROUGH
CURWENSVILLE AREA \$900.00
SCHOOLS
TOTAL \$3,617.50
B-K

This Deed

MADE the 27th day of July in the year nineteen hundred and ninety-nine (1999)

BETWEEN STANLEY F. SCHALL and LAURI L. SCHALL, husband and wife, of 301 Filbert Street, Clearfield County, Pennsylvania 16833, parties of the first part, hereinafter referred to as the "GRANTORS,"

AND

THOMAS E. PYKE, single of P.O. Box 204, Curwensville, Clearfield County, Pennsylvania 16833, part of the second part, hereinafter referred to as the "GRANTEE."

WITNESSETH, that in consideration of the sum of One Hundred Eighty Thousand (\$180,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the Grantee, his heirs, executors, administrators, and assigns forever.

ALL those five pieces or parcels of land with improvements thereon erected situate in the Second Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

Bounded on the South by Meadow Street; on the East by an alley; on the West by Filbert Street; and on the North by lot formerly of C. S. Russell, M. C. Porter, and E. C. Blandy, Trustees (now described as the Second hereof) and the Edwards Motor Transit Company, being a lot sixty (60) feet in width by one hundred ninety (190) feet in depth. Having erected thereon a two story brick and office building.

THE SECOND THEREOF:

BEGINNING at a post on the eastern side of Filbert Street, sixty (60) feet North from the line of Meadow Street and at the corner of the lot first herein described; thence by said lot first described on hundred thirty (130) feet to a post and the line of the lot now or formerly of E. R. and J. W. Edwards; thence by the line of the Edwards' lot in a northerly direction fifteen (15) feet to a post and the line of a lot now or formerly of Harry W. Riddle; thence by said Riddle lot in a westerly direction one hundred thirty (130) feet to the line of Filbert Street; thence by the line of Filbert Street in a southerly direction fifteen (15) feet to the place of beginning.

THE THIRD THEREOF:

BEGINNING at a corner on the east line of Filbert Street, being the northwest corner of lot of Clearfield Cheese Co., Inc.; thence by the line of Filbert Street North thirty-two (32) degrees thirty (30) minutes

26-2004 11:30 FROM: ABSTACTOR'S

B14-765-1989

10:16:27 AM

East forty-seven hundredths (0.47) feet to a point on said street and land of Nicholas Araco et ux; thence through the land of said Nicholas Araco for a new line and by the North line of the building South fifty-seven (57) degrees twenty-one (21) minutes twenty (20) seconds East one hundred thirty (130) feet to a corner on the line of lot of Robert Sandri; thence by the lot of said Robert Sandri South thirty-two (32) degrees thirty (30) minutes West fourteen hundredths (0.14) feet to the corner of lot of the aforementioned Clearfield Cheese Co., Inc.; thence by said lot North fifty-seven (57) degrees thirty (30) minutes West one hundred thirty (130) feet to the place of beginning. Containing thirty-nine and sixty-five hundredths (39.65) square feet.

BEING the three parcels which Clearfield Bank & Trust Company by its deed dated November 27, 1991 and recorded in the office of the Recorder of deeds of Clearfield County in Deeds and Records Book 1430, page 556 conveyed to Stanley F. Schall and Lauri L. Schall, Grantors herein.

THE FOURTH THEREOF:

BEGINNING at a post on the northern line of lot of James L. Smith, said post being one hundred thirty (130) feet in an easterly direction from the eastern line of Filbert Street; thence by lot of James L. Smith in an easterly direction by a line parallel with line of Meadow Street, sixty (60) feet to post on an alley; thence by a line parallel with Filbert Street along the West side of said alley in a northerly direction sixty (60) feet to post corner of lot now or formerly of Harry W. Riddle; thence by line of lot now or formerly of Harry W. Riddle in a westerly direction sixty (60) feet to a post; thence by a line parallel with Filbert Street sixty (60) feet in a southerly direction to line of James L. Smith lot and place of beginning.

EXCEPTING and RESERVING from the above described property any and all exceptions or reservations which appear in the chain of title.

BEING the same premises which Richard A. Wilkinson and Rita M. Wilkinson by their deed dated September 21, 1992 and recorded in the office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 1487, page 148 granted and conveyed to Stanley F. Schall and Lauri L. Schall, Grantors herein.

THE FIFTH THEREOF:

BEGINNING at a post on the eastern boundary line of Filbert Street, located seventy-five (75) feet in a northerly direction from the northeast corner of the intersection of Meadow and said Filbert Streets; thence in an easterly direction in a line parallel with said Meadow Street and at right angles with said Filbert Street, one hundred thirty (130) feet to a post on other land of former Grantor, Fred J. Dyer; thence in a northerly direction by line parallel with said Filbert Street, forty-five (45) feet to post; thence in a westerly direction by a line parallel with said Meadow Street, one hundred thirty (130) feet to the eastern boundary line of said Filbert Street; thence in a southerly direction by said eastern boundary of said Filbert Street, forty-five (45) feet to place of beginning.

BEING the same premises which Daniel J. Russell and Cynthia E. Russell by their deed dated August 3, 1995 and recorded in the office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 1694, page 459 granted and conveyed to Stanley F. Schall and Lauri L. Schall, Grantors herein.

6-2004 11:30 FROM: ABSTACTOR'S

B14-165-1989

10:10:25

TOGETHER with all and singular, the improvements, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of the said party/ies of the first part in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof,

TO HAVE AND HOLD the said hereditaments and premises hereby granted or mentioned, and interdeed so to be, with the appurtenances unto the said party of the second part, his heirs, executors, administrators, and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs, executors, administrators, and assigns, **FOREVER**.

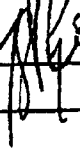
NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/~~we~~, the undersigned grantee/~~grantees~~, hereby certify that I/~~we~~ know and understand that I/~~we~~ may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/~~we~~ further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness: I



Thomas E. Pyke



This 27th day of July, 1999

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in the Borough of Curwensville, County of Clearfield, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

Thomas E. Pyke, Defendant
183 Melody Road
Grampian, PA 16838

2. The name and address of the Defendant in judgment is as follows:

Thomas E. Pyke, Defendant
183 Melody Road
Grampian, PA 16838

3. The name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

Stanley F. Schall and Laurie L. Schall
Box 52
Clarence, PA 16829

5. Name and address of every other person who has any record lien on the property:

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Clearfield County Tax Claim Bureau
Clearfield, PA 16830

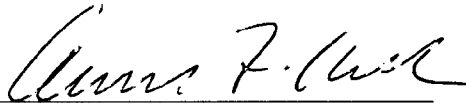
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date:

12/14/17



Alan F. Kirk, Esq.
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the _____
_____ on _____, 2004 at _____ a.m.,
prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other
arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the
expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make
good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid
to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office
the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless
exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

WRIT OF EXECUTION
NOTICE

TO: Thomas E. Pyke, Defendant
183 Melody Road
Grampian, PA 16838

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 legal 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 which 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 attached claim form and demand for 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.

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.

Clearfield County Courthouse
230 E. Market Street, Clearfield, PA 16830
(814) 765.2641

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

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

CLAIM FOR EXEMPTION

To the Sheriff:

I, **THOMAS E. PYKE**, the above named Defendant, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon,
 - (a) I desire that my \$300 statutory exemption be
 - (i) Set aside in kind (specify property to be set aside in kind):
_____;
 - (ii) Paid in cash following the sale of the property levied upon; or
 - (b) I claim the following exemption (specify property and basis of exemption): _____;
_____;
- (2) From my property which is in the possession of a third party, I claim the following exemptions:
 - (a) My \$300 statutory exemption: ____ in cash: ____ in kind (specify property): _____

- (b) Social Security benefits on deposit in the amount of \$ _____;
- (c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at _____
(address)

(telephone number)

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

Date: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF
THE SHERIFF OF CLEARFIELD COUNTY:
CLEARFIELD COUNTY COURTHOUSE
(814)765.2641

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS.
COUNTY OF CLEARFIELD	:	

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against **THOMAS E. PYKE**,
Defendant,

(1) You are directed to levy upon the **real property** of the Defendant located at
301 Filbert Street, Curwensville, Clearfield County, Pennsylvania, also known as Tax
Map Nos. 6-2-H10-283-19, 6-2-H10-283-18, 6-2-H10-283-17, and to sell his interest
therein;

(2) You are also directed to attach the property of the Defendant not levied upon in
the possession of Garnishee, **N/A**

and to notify the Garnishee that

(a) an attachment has been issued; **N/A**

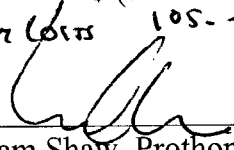
(B) the Garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof;

N/A

(3) If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated. N/A

Amount Due	\$ 180,642.19
Interest	\$ (to be added)
Costs	\$ (to be added)

PROTHONOTARY COSTS 105.-



William Shaw, Prothonotary

Seal of the Court

Deputy

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 04-01310-CD
	:	
Plaintiff	:	
	:	
vs.	:	Type of Pleading: AFFIDAVIT OF SERVICE
	:	
THOMAS E. PYKE	:	Filed on Behalf of: Plaintiff
	:	
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

AFFIDAVIT OF SERVICE

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the **1st day of March, 2005**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

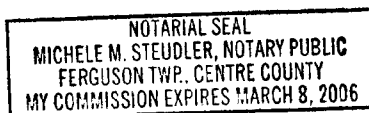
Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".

Alan F. Kirk

Alan F. Kirk, Esquire

Sworn to and subscribed before me this
1st day of March 2005.

Michele M. Steudler
Notary Public



m/1:2005
no cc
10 2005

CERTIFIED MAIL RECEIPT	
(Domestic Mail Only. No Insurance Coverage Provided)	
Postage	\$.40
Certified Fee	3.95
Return Receipt Fee (Endorsement Required)	3.00
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.35
Sent To <u>Mr. Thomas E. Kirk</u>	
Street, Apt. No., or PO Box No. <u>183 N. Liberty Road</u>	
City, State, ZIP+4 <u>Greensburg, PA 16838</u>	
PS Form 3800, April 2002 See Reverse for Instructions	

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>Walter F. Kirk, Esquire</u> <u>1375 Martin Street, Suite 404</u> <u>State College, PA 16808</u>	
One piece of ordinary mail addressed to: <u>Clearfield Bank and Trust Co.</u> <u>Attention: Lori Kurtz</u> <u>11 N. Second Street, PO Box 171</u> <u>Clearfield, PA 16830</u>	

0000
COLLEGE, PA 16808
\$0.90
U.S. POSTAGE
PAID
STATE COLLEGE, PA
16801
MAR 01 05
AMOUNT

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>Walter F. Kirk, Esquire</u> <u>1375 Martin Street, Suite 404</u> <u>State College, PA 16808</u>	
One piece of ordinary mail addressed to: <u>Stanley F. Schall and Laurie L.</u> <u>Box 52</u> <u>Clarance, PA 16839</u>	

0000
COLLEGE, PA 16808
\$0.90
U.S. POSTAGE
PAID
STATE COLLEGE, PA
16801
MAR 01 05
AMOUNT

PS Form 3817, January 2001

U S POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE POSTMASTER

Received From:

WILLIAM F. LARK, ESQUIRE
1575 WILKINSON STREET, SUITE 711
STATE COLLEGE, PA 16803

One piece of ordinary mail addressed to:

WILLIAM F. LARK, ESQUIRE
1575 WILKINSON STREET, SUITE 711
STATE COLLEGE, PA 16803

0000



PAID
STATE COLLEGE, PA
MAR 01 2005
\$0.90
00017132-17

PS Form 3817, January 2001

U S POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE POSTMASTER

Received From:

WILLIAM F. LARK, ESQUIRE
1575 WILKINSON STREET, SUITE 711
STATE COLLEGE, PA 16803

One piece of ordinary mail addressed to:

WILLIAM F. LARK, ESQUIRE
1575 WILKINSON STREET, SUITE 711
STATE COLLEGE, PA 16803

0000



PAID
STATE COLLEGE, PA
MAR 01 2005
\$0.90
00017132-17

PS Form 3817, January 2001

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

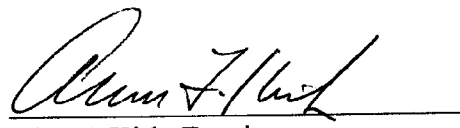
CLEARFIELD BANK AND TRUST	:	No. 04-01310-CD
COMPANY,	:	
Plaintiff	:	
vs.	:	Type of Pleading: AFFIDAVIT PURSUANT
	:	TO RULE 3129
THOMAS E. PYKE	:	
Defendant	:	Filed on Behalf of: Plaintiff
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

AFFIDAVIT PURSUANT TO RULE 3129

I, **ALAN F. KIRK, ESQUIRE**, attorney for Plaintiff in the above action, set forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located in the *Second Ward of the Borough of Curwensville, Clearfield County, Pennsylvania*, a copy of the description of the said five pieces or parcels of said property is attached hereto and marked Exhibit "A".

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: **February 28, 2005**


Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST	:	No. 04-01310-CD
COMPANY,	:	
	:	
Plaintiff	:	
	:	Type of Pleading: NOTICE OF SHERIFF'S
vs.	:	SALE OF REAL PROPERTY
	:	
THOMAS E. PYKE	:	Filed on Behalf of: Plaintiff
	:	
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

DATE: **April 1, 2005**

TO: **All Parties in Interest And Claimants**

OWNER(S): **Thomas E. Pyke**

PROPERTY: **See attached Exhibit "A"**

The above-captioned property is scheduled to be sold at the **Clearfield County Sheriff Sale on April 1, 2005, at 10:00 a.m. in the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania.** Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the CLEARFIELD COUNTY
COURTHOUSE, 1 NORTH SECOND ST., CLFD, PA on FRIDAY, APRIL 1, 2005 at 10:00 a.m.,
prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other
arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the
expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make
good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid
to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office
the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless
exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

EXHIBIT "A"

ALL those five pieces or parcels of land with improvements thereon erected situate in the Second Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Bounded on the South by Meadow Street; on the East by an alley; on the West by Filbert Street, and on the North by lot formerly of C. S. Russell, M. C. Porter, and E. C. Blandy, Trustees (now described as the Second hereof) and the Edwards Motor Transit Company, being a lot sixty (60) feet in width by one hundred twenty (120) feet in depth. Having erected thereon a two story brick and office building.

THE SECOND THEREOF: Beginning at a post on the eastern side of Filbert Street, sixty (60) feet North from the line of Meadow Street and at the corner of the lot first herein described; thence by said lot first described one hundred thirty (130) feet to a post and the line of the lot now or formerly of E. R. and J. W. Edwards; thence by the line of the Edwards' lot in a northerly direction fifteen (15) feet to a post and the line of a lot now or formerly of Harry W. Riddle; thence by said Riddle lot in a westerly direction one hundred thirty (130) feet to the line of Filbert Street; thence by the line of Filbert Street in a southerly direction fifteen (15) feet to the place of beginning.

THE THIRD THEREOF: Beginning at a corner on the East line of Filbert Street, being the northwest corner of lot of Clearfield Cheese Co., Inc.; thence by the line of Filbert Street North thirty-two (32°) degrees thirty (30') minutes East forty-seven hundredths (0.47) feet to a point on said street and land of Nicholas Araco et ux, thence through the land of said Nicholas Araco for a new line and by the North line of the building South fifty-seven (57°) degrees twenty-one (21') minutes twenty (20") seconds East one hundred thirty (130) feet to a corner on the line of lot of Robert Sandri; thence by the lot of said Robert Sandri South thirty-two (32°) degrees thirty (30') minutes West fourteen hundredths (0.14) hundredths feet to the corner of lot of the aforementioned Clearfield Cheese Co., Inc., thence by said lot North fifty-seven (57) degrees thirty (30) minutes West one hundred thirty (130) feet to the place of beginning.

Containing thirty-nine and sixty-five hundredths (39.65) square feet.

THE FOURTH THEREOF: Beginning at a post on the northern line of lot of James L. Smith, said post being one hundred thirty (130) feet in an easterly direction from the eastern line of Filbert Street; thence by lot of James L. Smith in an easterly direction by a line parallel with line of Meadow Street, sixty (60) feet to post on an alley thence by a line parallel with Filbert Street along the West side of said alley in a northerly direction sixty (60) feet to post corner of lot now or formerly of Harry W. Riddle; thence by line of lot now or formerly of Harry W. Riddle in a westerly direction sixty (60) feet to a post; thence by a line parallel with Filbert Street sixty (60) feet in a southerly direction to line of James L. Smith lot and place of beginning.

EXCEPTING AND RESERVING from the above described property any and all exceptions or reservations which appear in the chain of title.

THE FIFTH THEREOF: Beginning at a post on the eastern line of Filbert Street, located seventy-five (75) feet in a northerly direction from the northeast corner of the intersection of Meadow and said Filbert Streets, thence in an easterly direction in a line parallel with said Meadow Street and at right angles with said Filbert Street, one hundred thirty (130) feet to a post on other land of former Grantor, Fred J. Dyer; thence in a northerly direction by line parallel with said Filbert Street, forty-five (45) feet to post; thence in a westerly direction by a line parallel with said Meadow Street, one hundred thirty (130) feet to the eastern boundary line of said Filbert Street; thence in a southerly direction by said eastern boundary of said Filbert Street, forty-five (45) feet to place of beginning.

BEING the same premises conveyed to the Mortgagor herein by deed dated July 27, 1999, recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 199912383.

SEIZED, taken in execution to be sold as the property of THOMAS E. PYKE, at the suit of CLEARFIELD BANK AND TRUST COMPANY. JUDGMENT NO. 04-1310-CD

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in the *Second Ward of the Borough of Curwensville, County of Clearfield, Pennsylvania*, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

Thomas E. Pyke, Defendant
183 Melody Road
Grampian, PA 16838

2. The name and address of the Defendant in judgment is as follows:

Thomas E. Pyke, Defendant
183 Melody Road
Grampian, PA 16838

3. The name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

Stanley F. Schall and Laurie L. Schall
Box 52
Clarence, PA 16829

5. Name and address of every other person who has any record lien on the property:

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

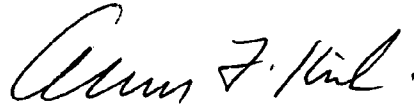
Clearfield County Tax Claim Bureau
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: February 28, 2005



Alan F. Kirk, Esq.
Attorney for Plaintiff

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

FILED
m12-3961
AUG 1 / 2005

William A. Shaw
Prothonotary/Clerk of Courts

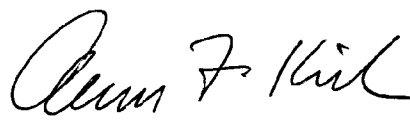
CLEARFIELD BANK AND TRUST COMPANY,
Plaintiff
vs.
THOMAS E. PYKE
Defendant

No. 04-130-CD
Type of Pleading: AFFIDAVIT OF SERVICE
Filed on Behalf of: Plaintiff
Counsel of Record for this Party:
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
1375 Martin Street, Suite 204
State College, PA 16803
(814) 234.2048

AFFIDAVIT OF SERVICE

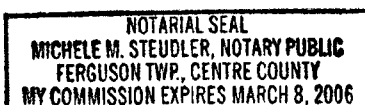
I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the **2nd** day of **August 2005**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".


Alan F. Kirk, Esquire

Sworn to and subscribed before me this
2nd day of August 2005.


Notary Public



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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 04-1130-CD
	:	
Plaintiff	:	
	:	Type of Pleading: AFFIDAVIT
vs.	:	
	:	
THOMAS E. PYKE	:	Filed on Behalf of: Plaintiff
	:	
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

AFFIDAVIT PURSUANT TO RULE 3129

I, ALAN F. KIRK, ESQUIRE, Attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in the Second Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, a copy of the description of said property is attached hereto and marked Exhibit "A".

1. The name and address of the owners of the property are as follows:

Thomas E. Pyke, Defendant
183 Melody Road
Grampian, PA 16838

2. The name and address of the Defendant in judgment is as follows:

Thomas E. Pyke, Defendant
183 Melody Road
Grampian, PA 16838

3. The name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

Clearfield Bank & Trust Company
11 North Second Street, P.O. Box 171
Clearfield, PA 16830

Stanley F. Schall and Laurie L. Schall
Box 52
Clarence, PA 16829

5. Name and address of every other person who has any record lien on the property:

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

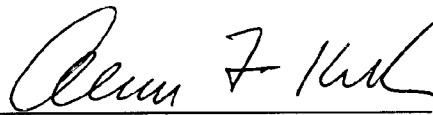
Clearfield County Tax Claim Bureau
Clearfield, PA 16830

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: _____



Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 04-1310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: NOTICE OF SHERIFF'S
vs.	:	SALE OF REAL PROPERTY
	:	
THOMAS E. PYKE	:	Filed on Behalf of: Plaintiff
	:	
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

DATE: **August 2, 2005**

TO: **All Parties in Interest And Claimants**

OWNER(S): **Thomas E. Pyke**

PROPERTY: **See attached Exhibit "A"**

The above-captioned property is scheduled to be sold at the **Clearfield County Sheriff Sale on Friday, September 2, 2005, at 10:00 a.m. in the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania.** Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.





CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

July 19, 2005

ALAN F. KIRK, ESQ.
1375 MARTIN STREET,
SUITE 204
STATE COLLEGE, PA 16803

RE: CLEARFIELD BANK AND TRUST COMPANY

vs.

THOMAS E. PYKE

NO 04-1310-CD

Dear ALAN F. KIRK, ESQ.:

This is notice that a Sheriff Sale that was scheduled for April 17, 2005, has now been rescheduled for Friday, September 2, 2005 at 10:00 A.M. in our office.

You must have a representative present at the sale or it will be returned as abandoned. If you have any questions, please feel free to call me at 814-765-2641, ext. 1361. Thank you.

Sincerely,

Cynthia Butler-Aughenbaugh
Office Manager

Enclosure

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	
Defendant	:	Filed on Behalf of: Plaintiff
	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the CLEARFIELD COUNTY
COURTHOUSE, 1 NORTH SECOND ST., CLEARFIELD, PA on FRIDAY, SEPTEMBER 2, 2005 at 10:00 a.m.,
prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such other
arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the
expense and risk of the person to whom it was struck off and who, in case of deficiency of such resale, shall make
good for the same and in no instance will the deed be presented for confirmation unless the money is actually paid
to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in his office
the first Monday following the date of sale, and distribution will be made in accordance with the schedule unless
exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

EXHIBIT "A"

ALL those five pieces or parcels of land with improvements thereon erected situate in the Second Ward of the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Bounded on the South by Meadow Street; on the East by an alley; on the West by Filbert Street, and on the North by lot formerly of C. S. Russell, M. C. Porter, and E. C. Blandy, Trustees (now described as the Second hereof) and the Edwards Motor Transit Company, being a lot sixty (60) feet in width by one hundred twenty (190) feet in depth. Having erected thereon a two story brick and office building.

THE SECOND THEREOF: Beginning at a post on the eastern side of Filbert Street, sixty (60) feet North from the line of Meadow Street and at the corner of the lot first herein described; thence by said lot first described one hundred thirty (130) feet to a post and the line of the lot now or formerly of E. R. and J. W. Edwards; thence by the line of the Edwards' lot in a northerly direction fifteen (15) feet to a post and the line of a lot now or formerly of Harry W. Riddle; thence by said Riddle lot in a westerly direction one hundred thirty (130) feet to the line of Filbert Street; thence by the line of Filbert Street in a southerly direction fifteen (15) feet to the place of beginning.

THE THIRD THEREOF: Beginning at a corner on the East line of Filbert Street, being the northwest corner of lot of Clearfield Cheese Co., Inc.; thence by the line of Filbert Street North thirty-two (32°) degrees thirty (30') minutes East forty-seven hundredths (0.47) feet to a point on said street and land of Nicholas Araco et ux, thence through the land of said Nicholas Araco for a new line and by the North line of the building South fifty-seven (57°) degrees twenty-one (21') minutes twenty (20") seconds East one hundred thirty (130) feet to a corner on the line of lot of Robert Sandri; thence by the lot of said Robert Sandri South thirty-two (32°) degrees thirty (30') minutes West fourteen hundredths (0.14) hundredths feet to the corner of lot of the aforementioned Clearfield Cheese Co., Inc., thence by said lot North fifty-seven (57) degrees thirty (30) minutes West one hundred thirty (130) feet to the place of beginning.

Containing thirty-nine and sixty-five hundredths (39.65) square feet.

THE FOURTH THEREOF: Beginning at a post on the northern line of lot of James L. Smith, said post being one hundred thirty (130) feet in an easterly direction from the eastern line of Filbert Street; thence by lot of James L. Smith in an easterly direction by a line parallel with line of Meadow Street, sixty (60) feet to post on an alley thence by a line parallel with Filbert Street along the West side of said alley in a northerly direction sixty (60) feet to post corner of lot now or formerly of Harry W. Riddle; thence by line of lot now or formerly of Harry W. Riddle in a westerly direction sixty (60) feet to a post; thence by a line parallel with Filbert Street sixty (60) feet in a southerly direction to line of James L. Smith lot and place of beginning.

EXCEPTING AND RESERVING from the above described property any and all exceptions or reservations which appear in the chain of title.

THE FIFTH THEREOF: Beginning at a post on the eastern line of Filbert Street, located seventy-five (75) feet in a northerly direction from the northeast corner of the intersection of Meadow and said Filbert Streets, thence in an easterly direction in a line parallel with said Meadow Street and at right angles with said Filbert Street, one hundred thirty (130) feet to a post on other land of former Grantor, Fred J. Dyer; thence in a northerly direction by line parallel with said Filbert Street, forty-five (45) feet to post; thence in a westerly direction by a line parallel with said Meadow Street, one hundred thirty (130) feet to the eastern boundary line of said Filbert Street; thence in a southerly direction by said eastern boundary of said Filbert Street, forty-five (45) feet to place of beginning.

BEING the same premises conveyed to the Mortgagor herein by deed dated July 27, 1999, recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 199912383.

SEIZED, taken in execution to be sold as the property of THOMAS E. PYKE, at the suit of CLEARFIELD BANK AND TRUST COMPANY. JUDGMENT NO. 04-1310-CD



THANK YOU FOR SHOPPING

WEIS MARKETS # 51 STATE COLLEGE, PA

	Item	Price
DP	Postal Sales	11.00
****	TAX .00 BAL	11.00
UF	Check	11.00
	CHANGE	.00

8/02/05 5:07 PM 0051 29 0067 131

ASK US HOW OUR WEIS SHOPPERS CLUB
CAN SAVE YOU \$\$'S EVERYDAY ...
WEIS CLUB MEMBERS
HAVE THE POWER TO SAVE MORE

— 11.00
— 11.00

— voided

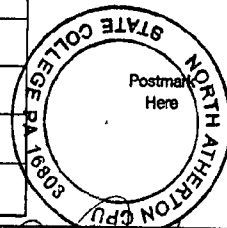
7538 9000 0990 2007

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Sent To Mr. Thomas E. Ryke
Street Apt. No. or PO Box No. 183 Melody Road
City, State, ZIP+4 Brambleton, PA 16838

PS Form 3800, April 2002 See Reverse for Instructions



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<i>Alan F. Kirk, Esq.</i> <i>1375 Martin Street, Ste 204</i> <i>State College, PA 16803</i>	
One piece of ordinary mail addressed to:		<i>John R. Lhota, Esq.</i> <i>116 N. Second Street</i> <i>Clearfield, PA 16830</i>	

Affix fee
or meter
postage
Postmaster
fee.

USPS
POSTAGE
\$00.90

CPU

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<i>Alan F. Kirk, Esq.</i> <i>1375 Martin Street, Ste 204</i> <i>State College, PA 16803</i>	
One piece of ordinary mail addressed to:		<i>Thomas E. Dyke</i> <i>183 Melody Road</i> <i>Granby, PA 16838</i>	

Affix
or meter
postage
Postmaster
fee.

USPS
POSTAGE
\$00.90

PS Form 3817, January 2001

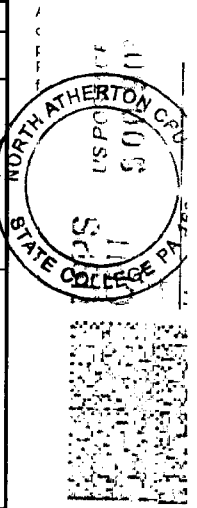
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		<i>Alan F. Kirk, Esq.</i> <i>1375 Martin Street, Ste 204</i> <i>State College, PA 16803</i>	
One piece of ordinary mail addressed to:		<i>Stanley X. Schall + Laurie</i> <i>Box 52</i> <i>Clarence, PA 16829</i>	

USPS
POSTAGE
\$00.90

Mailed From 16801

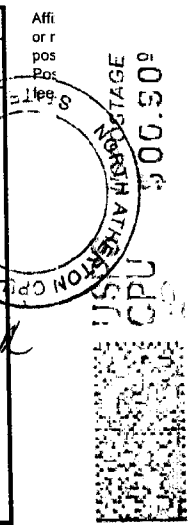
PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>Walter F. Kirk, Esq.</u> <u>1375 Martin Street, Ste. 104</u> <u>State College, PA 16803</u>	
One piece of ordinary mail addressed to:	
<u>Clearfield Bank + Trust Co.</u> <u>10 N. Second Street, PO Box 171</u> <u>Clearfield, PA 16830</u>	



PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
<u>Walter F. Kirk, Esq.</u> <u>1375 Martin Street, Ste. 104</u> <u>State College, PA 16803</u>	
One piece of ordinary mail addressed to:	
<u>Clearfield County Tax Clerk</u> <u>Bureau</u> <u>Clearfield, PA 16830</u>	



PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20071
NO: 04-1310-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: THOMAS E. PYKE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/17/2004

LEVY TAKEN 02/28/2005 @ 1:30 PM

POSTED 02/28/2005 @ 1:30 PM

SALE HELD 09/02/2005

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$50,000.00 PLUS COSTS

WRIT RETURNED 10/13/2005

DATE DEED FILED 10/13/2005

PROPERTY ADDRESS 301 FILBERT STREET CURWENSVILLE , PA 16833

FILED
013:1761
OCT 13 2005
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

03/01/2005 @ 9:31 AM SERVED THOMAS E. PYKE

SERVED THOMAS E. PYKE, DEFENDANT, AT HIS RESIDENCE 183 MELODY ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA,
BY HANDING TO SUE PYKE, WIFE,

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

@ SERVED

NOW, MARCH 31, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE DUE TO
BANKRUPTCY FILING.

@ SERVED

NOW, JUNE 30, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO RESCHEDULE THE SHERIFF SALE ALONG WITH
AN ORDER GRANTING MOTION FOR RELIEF FROM STAY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20071
NO: 04-1310-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: THOMAS E. PYKE

Execution REAL ESTATE

SHERIFF RETURN


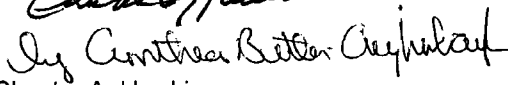
SHERIFF HAWKINS \$1,219.02

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


By 
Chester A. Hawkins
Sheriff

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	
vs.	:	Type of Pleading: WRIT OF EXECUTION
	:	
THOMAS E. PYKE	:	
	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.
:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against **THOMAS E. PYKE** ,
Defendant,

(1) You are directed to levy upon the real property of the Defendant located at
301 Filbert Street, Curwensville, Clearfield County, Pennsylvania, also known as Tax
Map Nos. 6-2-H10-283-19, 6-2-H10-283-18, 6-2-H10-283-17, and to sell his interest
therein;

(2) You are also directed to attach the property of the Defendant not levied upon in
the possession of Garnishee, N/A

and to notify the Garnishee that

(a) an attachment has been issued; N/A

(B) the Garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof;
N/A

(3) If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated. N/A

Amount Due
Interest
Costs

\$ 180,642.19
\$ (to be added)
\$ (to be added)

Prothonotary
105.00

Received December 17, 2004 @ 2:30 P.M.
Chester A. Haukeis
By Cynthia Bitter-Caplan
Seal of the Court

William Shaw, Prothonotary

Deputy

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME THOMAS E. PYKE

NO. 04-1310-CD

NOW, October 13, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on September 02, 2005, I exposed the within described real estate of Thomas E. Pyke to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY he/she being the highest bidder, for the sum of \$50,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	9.72
LEVY	15.00
MILEAGE	4.86
POSTING	15.00
CSDS	10.00
COMMISSION	1,000.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	50,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$1,219.02

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	180,642.19
INTEREST @ %	0.00
FROM TO 09/02/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$180,662.19

COSTS:

ADVERTISING	1,397.24
TAXES - COLLECTOR	2,116.79
TAXES - TAX CLAIM	2,371.61
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	1,219.02
LEGAL JOURNAL COSTS	655.00
PROTHONOTARY	105.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
TOTAL COSTS	\$8,180.16

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

ALAN F. KIRK

Attorney-At-Law

1375 Martin Street, Suite 204
State College, PA 16803

(814) 234-2048

Fax (814) 234-4166

akirk@alanfkirk.com

msteudler@alanfkirk.com

April 1, 2005

VIA FAX #765.5915

Chester A. Hawkins, Sheriff
230 E. Market Street
Clearfield County Courthouse
Clearfield, PA 16830

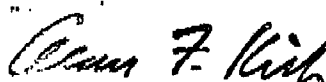
**Re: Clearfield Bank & Trust Company v. Thomas E. Pyke
Docket No. 04-1310-CD**

Dear Mr. Hawkins:

Please stay the Sheriff Sale scheduled for Friday, April 1, 2005 at 10:00 a.m. in the above-referenced matter. Mr. Pyke filed for protection under the United States Bankruptcy Code, Western District of Pennsylvania on March 14, 2005.

Thank you for your cooperation in this matter.

Sincerely,



Alan F. Kirk

AFK/mms

xc: Lori Kurtz, Clearfield Bank & Trust Co.

A Professional Corporation

ALAN F. KIRK
Attorney-At-Law
1375 Martin Street, Suite 204
State College, PA 16803

(814) 234-2048
Fax (814) 234-4166
akirk@alanfkirk.com
msteudler@alanfkirk.com

June 30, 2005

VIA FAX #765.5915

Clearfield County Courthouse
Office of the Sheriff
Attention: Cindy
Clearfield, PA 16830

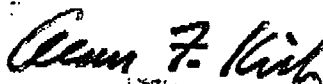
Re: Clearfield Bank and Trust Company v. Thomas E. Pyke
No. 2004-01310-CD

Dear Cindy:

Attache please find the Order of Court granting the Motion for Relief from Stay in the above matter. Please reschedule both the personal property and real property Sales at the next available date.

If you have any questions, please contact me.

Sincerely,



Alan F. Kirk

AFK/mms

xc: Clearfield Bank and Trust Company

A Professional Corporation

DEFAULT O/E - BM**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

THOMAS E. PYKE, a/k/a Provest Development
Services, a/k/a Provest Food Services, a/k/a Mega
Morsels and Building Development Services,

Debtor.

CLEARFIELD BANK AND TRUST
COMPANY,

Movant,

vs.

THOMAS E. PYKE, a/k/a Provest Development,
Services, a/k/a Provest Food Services, a/k/a Mega
Morsels and Building Development Services, AND
LISA M. SWOPE, CHAPTER 7 TRUSTEE,

Respondent.

Case No. 05-70498-BM
Chapter 7Document No. 14
Related to Doc. No. _____Responses Due:
Hearing:**ORDER OF COURT**

AND NOW, this 1st day of June, 2005, upon consideration of the
foregoing *Motion for Relief from the Automatic Stay*, it is hereby

ORDERED, ADJUDGED and DECREED that said Motion is granted, that the
automatic stay as it affects Clearfield Bank and Trust Company is terminated, and that the
Movant may pursue all of its rights under 11 U.S.C. §362 to pursue its interests in the Collateral
(as defined in the annexed Motion), as well as any other Relief which this Court deems to be just
and proper.

BY THE COURT:

FILED**JUN 1 2005**

Bernard Markovitz
United States Bankruptcy Judge
CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20065
NO: 04-1310-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: THOMAS E. PYKE

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 12/20/2004

LEVY TAKEN 02/18/2005 @ 10:50 AM

POSTED 07/22/2005 @ 11:26 AM

SALE HELD 08/19/2005

SOLD TO AND AMOUNT AMY MCCARTNEY

SOLD TOTAL AMOUNT \$1,275.00 PLUS COSTS

WRIT RETURNED 09/14/2005

SERVICES

02/18/2005 @ 11:16 AM SERVED THOMAS E. PYKE

SERVED THOMAS E. PYKE, DEFENDANT, AT HIS RESIDENCE 183 MELODY ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SUE PYKE, WIFE/AAR

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

07/22/2005 @ 11:26 AM SERVED THOMAS E. PYKE

SERVED THOMAS E. PYKE, DEFENDANT, AT HIS RESIDENCE 183 MELODY ROAD, GRAMPAIN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUE PYKE, WIFE/AAR

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

0132587
SEP 14 2005
UP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20065
NO: 04-1310-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: THOMAS E. PYKE



Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$163.28

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

CLEARFIELD BANK AND TRUST COMPANY	:	No. 2004-01310-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
THOMAS E. PYKE	:	
	:	Filed on Behalf of: Plaintiff
Defendant	:	
	:	Counsel of Record for this Party:
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	1375 Martin Street, Suite 204
	:	State College, PA 16803
	:	(814) 234.2048

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against **THOMAS E. PYKE** ,
Defendant,

(1) You are directed to levy upon the **personal property** of the Defendant located
at **301 Filbert Street, Curwensville, Clearfield County, Pennsylvania, also known as Tax**
Map Nos. 6-2-H10-283-19, 6-2-H10-283-18, 6-2-H10-283-17 , and 475 State Street,
Curwensville, Clearfield County, Pennsylvania, and to sell his interest therein;

(2) You are also directed to attach the property of the Defendant not levied upon in
the possession of Garnishee, N/A

and to notify the Garnishee that

(a) an attachment has been issued; N/A


(B) the Garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof;

N/A

(3) If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated. N/A

Amount Due	\$ 180,642.19
Interest	\$ (to be added)
Costs	\$ (to be added)

Prothonotary's Fees 125.00



William Shaw, Prothonotary

Seal of the Court

Received December 29, 2004 @ 3:00 P.M.
Chester A. Hawkins
By Cynthia Botten-Aufdenberg

, Deputy

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME THOMAS E. PYKE

NO. 04-1310-CD

NOW, September 14, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on August 19, 2005, I exposed the within described real estate of Thomas E. Pyke to public venue or outcry at which time and place I sold the same to AMY MCCARTNEY he/she being the highest bidder, for the sum of \$1,289.00 plus costs and made the following appropriations, viz:

\$ 1,275.00 COST \$44.00

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	9.72
LEVY	20.00
MILEAGE	4.86
POSTING	9.00
CSDS	
COMMISSION	25.78
POSTAGE	1.48
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	9.72
ADD'L LEVY	20.00
BID AMOUNT	1,289.00
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	15.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$163.56

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	180,642.19
INTEREST @ %	0.00
FROM TO 08/19/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$180,662.19

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	163.56
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$288.56

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff



Staple

Staple



2004-1311-CD
MUSSETTE LEFORT VS. ROBERT E. LEFORT SR.

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

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

: CIVIL DIVISION

FILED

AUG 25 2004

William A. Shaw
Prothonotary/Clerk of Courts

: No.

: 2004-1311 C.D.

NOTICE OF HEARING AND ORDER

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claim set forth in the following papers, you must appear at the hearing scheduled herein. If you fail to do so, the case may proceed against you and a FINAL Order may be entered against you granting the relief requested in the Petition. In particular, you may be evicted from your residence and lose other important rights. Any protection order granted by a court may be considered in subsequent proceedings under Title 23 (Domestic Relations) of the Pennsylvania Consolidated Statutes, including child custody proceedings under Chapter 53 (relating to custody).

A hearing on the matter is scheduled for the **2nd Day of September, 2004 at 10:00AM**, in Courtroom **3rd Floor, Domestic Relations Department** at **Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830**.

You **MUST** obey the Order that is attached until it is modified or terminated by the court after notice and hearing. If you disobey this Order, the police may arrest you. Violation of this Order may subject you to a charge of indirect criminal contempt which is punishable by a fine of up to \$1,000.00 and/or up to six months in jail under Pa.C.S. § 6114. Violation may also subject you to prosecution and criminal penalties under the Pennsylvania Crimes Code. Under federal law 18 U.S.C. § 2265, this Order is enforceable anywhere in the United States, tribal lands, U.S. Territories and Commonwealth of Puerto Rico. If you travel outside of the state and intentionally violate this Order, you may be subject to federal criminal proceedings under the Violence Against Women Act. 18 U.S.C. § 2262.

Attached you will find a copy of the Temporary Order issued in this case. You must obey this Order until further Order of this Court. Failure to obey the Temporary Order may result in your arrest by the police of Sheriff's Office. You will also be subject to the penalties of Indirect Criminal Contempt.

Absolutely no continuances of the hearing shall be granted unless by Order of Court. The Hearing Officer shall not continue any hearing due to either party's request for counsel as neither party has an absolute right to be represented by counsel in civil Protection From Abuse proceedings.

The Sheriff or his authorized designee is hereby directed to obtain from the Defendant her/his current mailing address, birthdate and social security number.

If the Plaintiff fails to appear for the hearing as set forth above or any subsequent Protection From Abuse hearing, the Plaintiff is advised that filing fee and costs may be assessed against the Plaintiff and that the action may automatically be dismissed.

If the Defendant fails to appear for the hearing as set forth above or any subsequent Protection From Abuse hearing, the Defendant is advised that filing fee and costs may be assessed against the Defendant in addition to the entry of an Order.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. YOU HAVE THE RIGHT TO HAVE A LAWYER REPRESENT YOU AT THE HEARING. THE COURT WILL NOT, HOWEVER, APPOINT A LAWYER FOR YOU. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE. IF YOU CANNOT FIND A LAWYER, YOU MAY HAVE TO PROCEED WITHOUT ONE.

County Lawyer Referral Service
Office of the Court Administrator
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Extension 5982

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

: THE COURT OF COMMON
: PLEAS OF CLEARFIELD
: COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION
:
:
:
:
: No. 2004-1311-C.D.
:

PETITION FOR PROTECTION FROM ABUSE

1. Plaintiff's name is:

Musette Lefort

2. I, (the Plaintiff), am filing this Petition on behalf of:

- myself

3. Name(s) of ALL person(s), including minor children, who seek protection from abuse.

a. Musette Lefort

4. Plaintiff's address is

confidential

5. Defendant's Name is:

Robert E. Lefort Sr.

6. Defendant is believed to live at the following address:

P.O. Box 128 , Eagle Eye Road , West Decatur, PA 16878

7. Defendant's Social Security Number is:

191-56-0921

8. Defendant's Date of Birth is:

January 25, 1964

9. Defendant's Place of employment is:

none

10. Defendant is an **adult**.

11. The relationship between the Plaintiff and the Defendant is:

Spouse

12. The Plaintiff and the Defendant been involved in the following court actions:

a. Support

13. Other details of the court action are:

While defendant was incarcerated file support as per public assistant office

14. The defendant **has been involved in a criminal court action.**

15. The defendant is **not** currently on probation / parole

16. Plaintiff and Defendant are the parents of the following minor child/ren:

a. **Robert Lefort Jr**

Age:11

Child's address is: **Confidential**

b. **Brandon Lefort**

Age:7

Child's address is: **Confidential**

c. **Samantha Lefort**

Age:9

Child's address is: **Confidential**

d. **Logan Lefort**

Age:8

Child's address is: **Confidential**

e. **Bon Lefort**

Age:3

Child's address is: **Confidential**

f. **Dakota Lefort**

Child's address is: **Confidential**

17. Plaintiff is seeking an Order of child custody as part of this petition.

The following is a list of the children and where they have live for the past 5 years:

a. **Robert Lefort Jr**

For the past 5 years, this child has lived with:

both parents in the martial residence

b. **Samantha Lefort**

For the past 5 years, this child has lived with:

both parents in the martial residence

c. **Brandon Lefort**

For the past 5 years, this child has lived with:
both parents in the martial residence

d. **Logan Lefort**

For the past 5 years, this child has lived with:
both parents in the martial residence

e. **Bon Lefort**

For the past 5 years, this child has lived with:
both parents in the martial residence

f. **Dakota Lefort**

For the past 5 years, this child has lived with:
both parents in the martial residence

18. The facts of the most recent incident of abuse are as follows:

On about **Sunday, July 25, 2004** at approximately **6:30PM**

location: **405 Curtain Street, Osceola Mills, Pa 16666**

Approximently 4:30pm Mr. Lefort came home intoxicated, a arguement started about him being drunk all the time in front of the children, he proceeded to say he was going to take the children, cause he legally could. I stood in front of him and said you'll have to go threw me first, I was pushed down to the sidewalk and he started to choking me. I was trying to breath, I ripped Mr. Lefort's shirt trying to get him off of me, the only thing I knew was to hit him so I could breath and get up. After getting off of me, I tired to call the police, however he cut the phone lines before he left.

I am in fear of my life and the life of children.

19. Prior incidents of abuse that the Defendant has committed against Plaintiff or the minor child/ren, (including any threats, injuries, or incidents of stalking) are as follows:

1992- I was beaten so bad that my face was unrecognizable, he would not take me to the hospital

1991- I was beat and lost a baby I was carrying- treated at the Clearield Hospital

1996- my two fingers were broken, he was trying to kick me I put my hand up and he kick my hand instead of my face or head.

1995- he broke a glass coffee table during a fight, pick up a piece of glass an held to my throat.

These are a few that I can remember there are so many. Each week when Friday comes I know that I am going to be abuse, mentally, verbally and some likely beaten.

I need your help.

20. The police department(s) or law enforcement agencies that should be provided with a copy of the protection order are:

PSP WOODLAND

21. There is an immediate and present danger of further abuse from the Defendant.

22. Plaintiff is asking the court to evict and exclude the Defendant from the following residence:

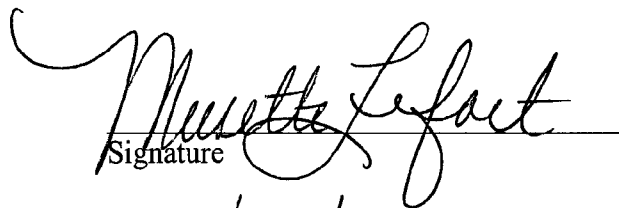
Confidential address.

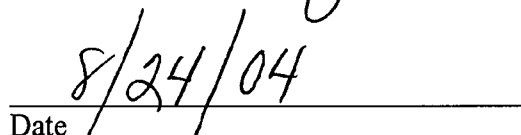
23. **FOR THE REASONS SET FORTH ABOVE, I REQUEST THAT THE COURT ENTER A TEMPORARY ORDER, and AFTER HEARING, A FINAL ORDER THAT WOULD DO THE FOLLOWING:**

- a. Restrain Defendant from abusing, threatening, harassing, or stalking Plaintiff and/or minor child/ren in any place where Plaintiff may be found.
- b. Evict/exclude Defendant from Plaintiff's residence and prohibit Defendant from attempting to enter any temporary or permanent residence of the Plaintiff.
- c. Award Plaintiff temporary custody of the minor child/ren and place the following restrictions on contact between Defendant and child/ren:
- d. Prohibit Defendant from having any contact with Plaintiff and/or minor child/ren, either in person, by telephone, or in writing, personally or through third persons, including but not limited to any contact at Plaintiff's school, business, or place of employment, except as the court may find necessary with respect to partial custody and/or visitation with the minor child/ren.
- e. Prohibit Defendant from having any contact with Plaintiff's relatives and Plaintiff's children listed in this petition, except as the court may find necessary with respect to partial custody and/or visitation with the minor child/ren.
- f. Order Defendant to temporarily turn over weapons to the Sheriff of this County and prohibit Defendant from transferring, acquiring, or possessing any such weapons for the duration of the Order.
- g. Grant such other relief as the court deems appropriate.
- h. Order the police or other law enforcement agency to serve the Defendant with a copy of this Petition, any Order issued, and the Order for Hearing. The petitioner will inform the designated authority of any addresses, other than the Defendant's residence, where Defendant can be served.

VERIFICATION

I verify that I am the petitioner as designated in the present action and that the facts and statements contained in the above Petition are true and correct to the best of my knowledge. I understand that any false statements are made subject to the Penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities


Signature


Date

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

: THE COURT OF COMMON
: PLEAS OF CLEARFIELD
: COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION
:
:
:
:
: No. 2004-1311-C.D.
:

TEMPORARY PROTECTION FROM ABUSE ORDER

Defendant's Name is: **Robert E. Lefort Sr.**

Defendant's Date of Birth is: **January 25, 1964**

Defendant's Social Security Number is: **191-56-0921**

Name(s) of All protected persons, including Plaintiff and minor children:

1. Musette Lefort

AND NOW, on **24th Day of August, 2004** pursuant to 23 Pa.C.S. §6107(b), after conducting an ex parte proceeding and finding that the Plaintiff is in immediate and present danger of abuse, the court hereby enters the following Temporary Order:

Plaintiff's request for a temporary protection order is granted.

1. Defendant shall not abuse, harass, stalk or threaten any of the above persons in any place where they might be found.
2. Defendant shall be evicted and excluded from the residence at:
Confidential address.
or any other permanent or temporary residence where Plaintiff or any other person protected under this Order may live. Plaintiff is granted exclusive possession of the residence. Defendant shall have no right or privilege to enter or be present on the premises of Plaintiff or any other person protected under this Order.
3. Except for such contact with the minor child/ren as may be permitted under paragraph 5 of this Order, Defendant is prohibited from having **ANY CONTACT** with Plaintiff, or any other person protected under this Order, at any location, including but not limited to any contact at Plaintiff's school, business, or place of employment.
4. Except for such contact with the minor child/ren as may be permitted under paragraph 5 of this Order, Defendant shall not contact Plaintiff, or any other

person protected under this Order, by telephone or by any other means, including through third persons.

5. Pending the outcome of the final hearing in this matter, Plaintiff is awarded temporary custody of the following minor child/ren:

1. **Robert Lefort Jr**
2. **Samantha Lefort**
3. **Brandon Lefort**
4. **Logan Lefort**
5. **Bon Lefort**
6. **Dakota Lefort**

Until the final hearing, all contact between Defendant and the child/ren shall be limited to the following:

- **Defendant shall have no partial physical custody/visitation rights.**

The local law enforcement agency in the jurisdiction where the child/ren are located shall ensure that the child/ren are placed in the care and control of the Plaintiff in accordance with the terms of this Order.

6. The following additional relief is granted:

- Defendant is prohibited from having any contact with Plaintiff's relatives and Plaintiff's children listed in this petition, except as the court may find necessary with respect to partial custody and/or visitation with the minor child/ren.

No possession or consumption of alcoholic beverages by the defendant

7. A certified copy of this Order shall be provided to the police department where Plaintiff resides and any other agency specified hereafter:

PSP WOODLAND

8. The sheriff, police or other law enforcement agencies are directed to serve the Defendant with a copy of the Petition, any Order issued, and the Order for Hearing without prepayment of costs. The Petitioner will inform the designated authority of any addresses, other than the Defendant's residence, where Defendant can be served. The Prothonotary is directed to file this Petition and Order without prepayment of costs.

9. **THIS ORDER APPLIES IMMEDIATELY TO DEFENDANT AND SHALL REMAIN IN EFFECT UNTIL SEPTEMBER 30, 2004 OR UNTIL OTHERWISE MODIFIED OR TERMINATED BY THIS COURT AFTER NOTICE AND HEARING.**

NOTICE TO THE DEFENDANT

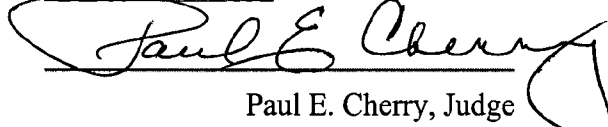
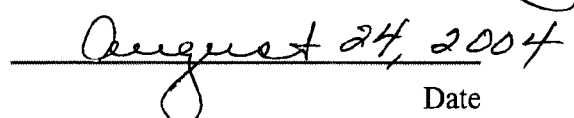
Defendant is hereby notified that violation of this Order may result in arrest for indirect criminal contempt, which is punishable by a fine of up to \$1,000.00 and/or up to six months in jail. 23 Pa.C.S. §6114. Consent of the Plaintiff to Defendant's return to the residence shall **not** invalidate this Order, which can only be changed or modified through the filing of appropriate court papers for that purpose. 23 Pa.C.S. §6113. Defendant is further notified that violation of this Order may subject him/her to state charges and penalties under the Pennsylvania Crimes Code and to federal charges and penalties under the Violence Against Women Act, 18 U.S.C. §§2261-2262.

NOTICE TO LAW ENFORCEMENT OFFICIALS

This Order shall be enforced by the police who have jurisdiction over the plaintiff's residence OR any location where a violation of this order occurs OR where the defendant may be located. If defendant violates Paragraphs 1 through 5 of this Order, defendant shall be arrested on the charge of Indirect Criminal Contempt. An arrest for violation of this Order may be made without warrant, based solely on probable cause, whether or not the violation is committed in the presence of law enforcement.

Subsequent to an arrest, the law enforcement officer shall seize all weapons used or threatened to be used during the violation of this Order OR during prior incidents of abuse. Weapons must forthwith be delivered to the Sheriff's office of the county which issued this Order, which office shall maintain possession of the weapons until further Order of this court, unless the weapon/s are evidence of a crime, in which case, they shall remain with the law enforcement agency whose officer made the arrest.

BY THE COURT:


Paul E. Cherry, Judge

Date

Distribution to:

- ✓ PA State Police-Woodland Barracks, cc
- ✓ Sheriff cc
- ✓ Sheriff for Service on the Defendant cc
- ✓ Plaintiff cc
- ✓ Hearing Officer-Cynthia B. Stewart, Esquire cc
- President Judge Fredric J. Ammerman copy
- Judge Paul E. Cherry copy
- Crossroads Project copy

FILED^{ELK}
0110:35.81
AUG 25 2004

William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

V.

Defendant

: THE COURT OF COMMON
: PLEAS OF CLEARFIELD
: COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION
:
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: No. 2004-1311-C.D.
:

William A. Shaw
Prothonotary-Clerk of Courts

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

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

:
: CIVIL DIVISION

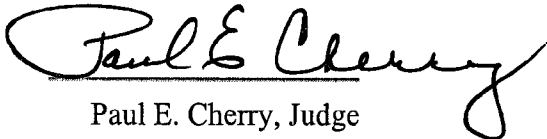
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: No. 2004-1311-C.D.
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CONTINUED TEMPORARY ORDER

AND NOW, this 2nd Day of September, 2004, pursuant to 23 Pa.C.S. §6107(c), the terms and conditions of the Temporary Order issued on 24th Day of August, 2004, in the above-captioned case are hereby continued in full force and effect until further order of the court.

A hearing on this matter is scheduled for the September 9, 2004, at 10:00AM in Courtroom 3rd Floor -Domestic Realtions of the Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830.

BY THE COURT:


Paul E. Cherry, Judge

Distribution To:

PA State Police-Woodland Barracks,

Sheriff

Defendant

Plaintiff

Hearing Officer-Warren B. Mikesell, II, Esquire

President Judge Fredric J. Ammerman

Judge Paul E. Cherry

Crossroads Project

Entered on the docket at
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SEP 02 2004

At:

CLERK OF COURT

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

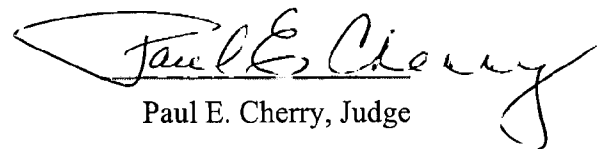
: THE COURT OF COMMON
: PLEAS OF CLEARFIELD
: COUNTY, PENNSYLVANIA
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: CIVIL DIVISION
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: No. 2004-1311-C.D.
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CONTINUED TEMPORARY ORDER

AND NOW, this 9th Day of September, 2004, pursuant to 23 Pa.C.S. §6107(c), the terms and conditions of the Temporary Order issued on 24th Day of August, 2004, continued on the 2nd Day of September, 2004, in the above-captioned case are hereby continued in full force and effect until further order of the court.

The hearing date will be determined once the Clearfield County Sheriff Department advises the Court the service was made on the Defendant. The Clearfield County Sheriff Department will obtain a valid mailing address for the Defendant for the purpose of mailing the hearing notice to the Defendant.

BY THE COURT:


Paul E. Cherry, Judge

Distribution To:

1cc PA State Police-Woodland Barracks,
1cc Sheriff
1cc Defendant
1cc Plaintiff
1cc Hearing Officer-Warren B. Mikesell, II, Esquire
copy President Judge Fredric J. Ammerman
copy Judge Paul E. Cherry
copy Crossroads Project

FILED^{E6K}
01/10:4201
SEP 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

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SEP 19 2004
W. A. SHAW
Prothonotary, Clerk of Courts

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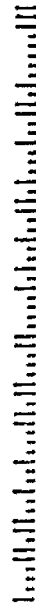
Robert E. Lefort
PO Box 128
Eagle Eye Road
West Decatur, F

A C S

☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT KNOWN
☒ NO SUCH NUMBER/ STREET
☐ NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

☐ OTHER

16830-0343



Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

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

:
: CIVIL DIVISION

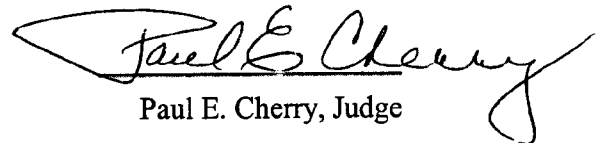
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: No. 2004-1311-C.D.
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CONTINUED TEMPORARY ORDER

AND NOW, this 9th Day of September, 2004, pursuant to 23 Pa.C.S. §6107(c), the terms and conditions of the Temporary Order issued on 24th Day of August, 2004, continued on the 2nd Day of September, 2004, in the above-captioned case are hereby continued in full force and effect until further order of the court.

The hearing date will be determined once the Clearfield County Sheriff Department advises the Court the service was made on the Defendant. The Clearfield County Sheriff Department will obtain a valid mailing address for the Defendant for the purpose of mailing the hearing notice to the Defendant.

BY THE COURT:


Paul E. Cherry, Judge

Distribution To:

PA State Police-Woodland Barracks,
Sheriff

Defendant

Plaintiff

Hearing Officer-Warren B. Mikesell, II, Esquire

President Judge Fredric J. Ammerman

Judge Paul E. Cherry

Crossroads Project

checked and found to be a true
and correct copy of the original
filed in the court records

SEP 19 2004

CLERK
COURTS

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

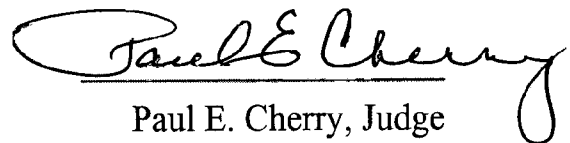
: THE COURT OF
: COMMON PLEAS OF
: CLEARFIELD COUNTY,
: PENNSYLVANIA
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: CIVIL DIVISION
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: No. 2004-1311-C.D.
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CONTINUED TEMPORARY ORDER

AND NOW, this 9th Day of September, 2004, pursuant to 23 Pa.C.S. §6107(c), the terms and conditions of the Temporary Order issued on 24th Day of August, 2004, in the above-captioned case are hereby continued in full force and effect . This order is in effect until September 30, 2005.

The hearing date will be determined once the Clearfield County Sheriff Department advises the Court the service was made on the Defendant. The Clearfield County Sheriff Department will obtain a valid mailing address for the Defendant for the purpose of mailing the hearing notice to the Defendant.

BY THE COURT:


Paul E. Cherry, Judge

Distribution To:

PA State Police-Woodland Barracks, 1cc

Sheriff - 1cc

Defendant - 1cc to Sheriff for Def

Plaintiff - 1cc

Hearing Officer-Warren B. Mikesell, II, Esquire - 1cc

President Judge Fredric J. Ammerman

Judge Paul E. Cherry

Crossroads Project

EBK
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OCT 14 2004

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

: THE COURT OF COMMON
: PLEAS OF CLEARFIELD
: COUNTY, PENNSYLVANIA
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: CIVIL DIVISION
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: No. 2004-1311-C.D.
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CONTINUED TEMPORARY ORDER

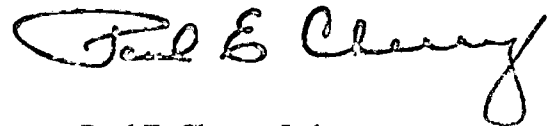
AND NOW, this 19th Day of April, 2005, pursuant to 23 Pa.C.S. §6107(c), the terms and conditions of the Temporary Order issued on 24th Day of August, 2004, in the above-captioned case are hereby continued in full force and effect until further order of the court.

A hearing on this matter is scheduled for the April 26, 2005, at 9:00AM in Courtroom OR HEARING ROOM NUMBER 3, SECOND FLOOR of the Clearfield County Court House, 230 E. Market Street, Clearfield, Pa 16830.

If the Plaintiff fails to appear for the hearing as set forth above or any subsequent Protection From Abuse hearing, the Plaintiff is advised that filing fee and costs may be assessed against the Plaintiff and that the action will automatically be dismissed.

If the Defendant fails to appear for the hearing as set forth above or any subsequent Protection From Abuse hearing, the Defendant is advised that filing fee and costs may be assessed against the Defendant in addition to the entry of an Order.

BY THE COURT:



Paul E. Cherry, Judge

Distribution To:

PA State Police-Woodland Barracks,
Sheriff
Defendant-425 Spring Street, Houtzdale, Pa
Plaintiff - 425 Spring Street, Houtzdale & Mid Penn Legal
Hearing Officer-Warren B. Mikesell, II, Esquire
Judge Paul E. Cherry
Crossroads Project

FILED @
6/9 32.34
APR 19 2005

William A. Shaw
Prothonotary/Clerk of Courts

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

: THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION
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: No. 2004-1311-C.D.
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NOTICE OF HEARING AND ORDER

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claim set forth in the following papers, you must appear at the hearing scheduled herein. If you fail to do so, the case may proceed against you and a FINAL Order may be entered against you granting the relief requested in the Petition. In particular, you may be evicted from your residence and lose other important rights. Any protection order granted by a court may be considered in subsequent proceedings under Title 23 (Domestic Relations) of the Pennsylvania Consolidated Statutes, including child custody proceedings under Chapter 53 (relating to custody).

A hearing on the matter is scheduled for the **26th Day of April, 2005** at **09:00PM**, in Courtroom at **Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830**.

You **MUST** obey the Order that is attached until it is modified or terminated by the court after notice and hearing. If you disobey this Order, the police may arrest you. Violation of this Order may subject you to a charge of indirect criminal contempt which is punishable by a fine of up to \$1,000.00 and/or up to six months in jail under Pa.C.S. § 6114. Violation may also subject you to prosecution and criminal penalties under the Pennsylvania Crimes Code. Under federal law 18 U.S.C. § 2265, this Order is enforceable anywhere in the United States, tribal lands, U.S. Territories and Commonwealth of Puerto Rico. If you travel outside of the state and intentionally violate this Order, you may be subject to federal criminal proceedings under the Violence Against Women Act. 18 U.S.C. § 2262.

Attached you will find a copy of the Temporary Order issued in this case. You must obey this Order until further Order of this Court. Failure to obey the Temporary Order may result in your arrest by the police of Sheriff's Office. You will also be subject to the penalties of Indirect Criminal Contempt.

Absolutely no continuances of the hearing shall be granted unless by Order of Court. The Hearing Officer shall not continue any hearing due to either party's request for counsel as neither party has an absolute right to be represented by counsel in civil Protection From Abuse proceedings.

The Sheriff or his authorized designee is hereby directed to obtain from the Defendant her/his current mailing address, birthdate and social security number.

If the Plaintiff fails to appear for the hearing as set forth above or any subsequent Protection From Abuse hearing, the Plaintiff is advised that filing fee and costs may be assessed against the Plaintiff and that the action may automatically be dismissed.

If the Defendant fails to appear for the hearing as set forth above or any subsequent Protection From Abuse hearing, the Defendant is advised that filing fee and costs may be assessed against the Defendant in addition to the entry of an Order.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. YOU HAVE THE RIGHT TO HAVE A LAWYER REPRESENT YOU AT THE HEARING. THE COURT WILL NOT, HOWEVER, APPOINT A LAWYER FOR YOU. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE. IF YOU CANNOT FIND A LAWYER, YOU MAY HAVE TO PROCEED WITHOUT ONE.

County Lawyer Referral Service
Office of the Court Administrator
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Extension 5982

In The Court of Common Pleas of Clearfield County, Pennsylvania

LEFORT, MUSETTE

VS.

LEFORT, ROBERT E. SR.

PROTECTION FROM ABUSE

Sheriff Docket #

16185

04-1311-CD

SHERIFF RETURNS

NOW APRIL 18, 2005 RETURN THE WITHIN PFA "NOT SERVED" BY CLEARFIELD COUNTY SHERIFF. PFA WAS SERVED BY HOUTZDALE BOROUGH CHIEF RICHTSCHEIT.


Return Costs

Cost	Description
40.00	SHERIFF HAWKINS PAID BY:
10.00	SURCHARGE PAID BY:

Sworn to Before Me This

____ Day Of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

CP FILED
04.15.05
APR 19 2005

William A. Shaw
Prothonotary Clerk of Courts

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

: THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY,
: PENNSYLVANIA
:
: CIVIL DIVISION
:
:
:
: No. 2004-1311-C.D.
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AFFIDAVIT OF SERVICE

I, **CHESTER A. HAWKINS, SHERIFF**, hereby state that I served a copy of **PROTECTION FROM ABUSE** in the above-captioned action upon the Defendant by handing the papers to: **ROBERT E. LEFORT SR.** at the following address: _____ on this **18th Day of April, 2005**.

"PFA WAS SERVED BY CHIEF RICHTSCHEIT, HOUTZDALE BOROUGH POLICE DEPARTMENT"

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.



Signature

SHERIFF

Title

CLEARFIELD
CLEARFIELD, PA. 16830

Address

April 18, 2005

Date

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

: THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY,
: PENNSYLVANIA
:
: CIVIL DIVISION
:
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:
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: No. 2004-1311-C.D.
:

01156871 (64)
MAY 12 2005

William A. Shaw
Prothonotary/Clerk of Courts

FINAL ORDER OF COURT

Defendant's Name: **Robert E. Lefort Sr.**

Defendant's Date of Birth: **January 25, 1964**

Defendant's Social Security Number: **191-56-0921**

Names and Dates of Birth of All Protected Persons, including Plaintiff and minor children:

	Names	Dates of Birth
1.	Musette Lefort	December 21, 1964

Plaintiff or Protected Person(s) is/are:

- ☒ spouse or former spouse of Defendant
- ☒ parent of a common child with Defendant
- ☐ current or former sexual or intimate partner with Defendant
- ☐ child of Plaintiff
- ☐ child of Defendant
- ☐ family member related by blood (consanguinity) to Defendant
- ☐ family member related by marriage or affinity to Defendant
- ☐ sibling (person who shares biological parenthood) of Defendant
- ☐ current or former cohabitant (person who lives with) Defendant.

Defendant was served in accordance with Pa. R.C.P. 1930.4 and provided notice of the time, date and location of the hearing scheduled in this matter.

Appearances by Parties and/or Counsel:

- **Plaintiff having appeared via telephone conference-Mid Penn Legal Services--Robin Foor, Esquire**
- **Defendant, though properly served, failed to appear.**

AND NOW, this **26th Day of April, 2005** the court having jurisdiction over the parties and the subject-matter, it is ORDERED, ADJUDGED and DECREED as follows:

After hearing the testimony and upon finding that the Plaintiff and/or minor child(ren) has/have been abused within the meaning of the Protection From Abuse Act, the following Order is entered.

Testimony being heard by the Hearing Officer, Warren B. Mikesell, II, Esq., via the telephone conference in Hearing Room Number 3 upon motion of counsel of record for Plaintiff, Robin Foor, Esq. The Defendant having failed to appear to object to the same, the hearing officer granted this request by the Plaintiff's attorney, Robin J. Foor, Esq, due to the fact that the Plaintiff, Mrs. Lefort having six (6) children living at home and the youngest being on life support is unable to attend the hearing. Plaintiff was properly sworn in by the Hearing Officer and testimony was taken over no objection. The following Order is thereby issued.

Plaintiff's request for a final protection order is granted.

1. Defendant shall not abuse, stalk, harass, threaten or attempt to use physical force that would reasonably be expected to cause bodily injury to the Plaintiff or any other protected person in any place where they might be found.
2. Defendant is completely evicted and excluded from the residence at:

425 Spring Street, Houtzdale, Pa 16651, except for the visitation of the minor children, see forth in item 5.

or any other residence where Plaintiff or any other person protected under this Order may live. Exclusive possession of the residence is granted to Plaintiff. Defendant shall have no right or privilege to enter or be present on the premises of Plaintiff or any other person protected under this Order.
3. Except as provided in Paragraph 5 of this Order, Defendant is prohibited from having **ANY CONTACT** with the Plaintiff, or any other person protected under this Order, at any location, including but not limited to any contact at Plaintiff's school, business, or place of employment.
4. Except as provided in Paragraph 5 of this Order, Defendant shall not contact the Plaintiff, or any other person protected under this Order, by telephone or by any other means, including through third persons.
5. Custody of the following minor children:

1. **Robert Lefort Jr**
2. **Samantha Lefort**
3. **Brandon Lefort**
4. **Logan Lefort**
5. **Bon Lefort**
6. **Dakota Lefort**

shall be as follows:

- **Primary physical custody of the minor child/ren is awarded to the Plaintiff.**
 - **Defendant shall have the following partial physical custody/visitation rights: as both parties agree.**
 - **The visitation of the minor children, shall take place at Plaintiff's residence, 425 Spring Street, Houtzdale, Pa 16651. The Defendant shall call the Plaintiff twenty-four (24) hours in advance to make arrangements for visitation. The Plaintiff may choose to leave the residence while visitation is taking place. Visitation shall not be more than four(4) consecutive hours at one time. Plaintiff shall also have the option of having a disinterested third party of her choice present during all periods of visitation.**
6. Defendant shall immediately turn over to the Sheriff's Office, or to a local law enforcement agency for delivery to the Sheriff's Office, any firearms license the Defendant may possess, and the following weapons used or threatened to be used by Defendant in an act of abuse against Plaintiff and/or the minor children.
 7. Defendant is prohibited from possessing, transferring or acquiring any other firearms license or weapons for the duration of this Order. Any weapons and/or firearms license delivered to the sheriff pursuant to this order or the Temporary Order shall not be returned until further order of the court.
 8. The following additional relief is granted as authorized by §6108 of the Act:

- Defendant is prohibited from having any contact with Plaintiff's relatives except as the Court may find necessary with respect to partial custody and/or visitation with the minor child/ren.

No possession or consumption of alcoholic beverages by the Defendant

Visitation as agreed upon by the parties.

For purposes of fulfilling the Temporary Visitation as ordered, Defendant shall be permitted limited contact with the Plaintiff.

NOTE: LIMITED CONTACT SHALL MEAN:

Defendant shall be permitted to contact the Plaintiff for the sole purpose of confirming that Temporary Visitation will occur. Any such communication shall occur between the hours of 8 o'clock a.m. and 10:00 o'clock p.m. THERE IS TO BE NO CONVERSATION BETWEEN THE PARTIES AS TO THE REMAINING ISSUES OF PLAINTIFF AND DEFENDANT'S RELATIONSHIP OF ANY TYPE.

The Plaintiff/Defendant shall not consume nor shall she/he have in her/his possession any alcohol during any period of Temporary Visitation.

The Defendant shall be permitted to contact the above listed child(ren) by telephone on no more than 5 days per week between the hours of 10:00 o'clock a.m. and 8:00 o'clock p.m. During such conversation, the Defendant shall not malign or run down the Plaintiff or discuss the reason for the Plaintiff obtaining a Protection From Abuse Order.

Plaintiff or Defendant shall file with the Court a separate action for custody or a divorce action which includes a count for custody wherein an Order of Court in the custody and/or divorce case will determine the matter of custody of the minor child(ren). This action must take place within 60 (sixty) days of the date of the order. If either parties shall fail to file such action, this custody portion of the order shall be voided.

9. The costs of this action are waived as to the Plaintiff and imposed on Defendant, as follows:

SEE ASSESSING ORDER

10. A certified copy of this Order shall be provided to the police department where Plaintiff resides and any other agency specified hereafter:

PSP WOODLAND, Houtzdale Regional Police Department

11. THIS ORDER SUPERSEDES:

1. ANY PRIOR ORDER RELATING TO CHILD CUSTODY

12. All provisions of this order shall expire on: **October 26, 2006**

NOTICE TO THE DEFENDANT

VIOLATION OF THIS ORDER MAY RESULT IN YOUR ARREST ON THE CHARGE OF INDIRECT CRIMINAL CONTEMPT WHICH IS PUNISHABLE BY A FINE OF UP TO \$1,000 AND/OR A JAIL SENTENCE OF UP TO SIX MONTHS. 23 PA.C.S. §6114. VIOLATION MAY ALSO SUBJECT YOU TO PROSECUTION AND CRIMINAL PENALTIES UNDER THE PENNSYLVANIA CRIMES CODE.

THIS ORDER IS ENFORCEABLE IN ALL FIFTY (50) STATES, THE DISTRICT OF COLUMBIA, TRIBAL LANDS, U.S. TERRITORIES AND THE COMMONWEALTH OF PUERTO RICO UNDER THE VIOLENCE AGAINST WOMEN ACT, 18 U.S.C. §2265. IF YOU TRAVEL OUTSIDE OF THE STATE AND INTENTIONALLY VIOLATE THIS ORDER, YOU MAY BE SUBJECT TO FEDERAL CRIMINAL PROCEEDINGS UNDER THAT ACT. 18 U.S.C §§2261-2262. IF YOU POSSESS A FIREARM OR ANY AMMUNITION WHILE THIS ORDER IS IN EFFECT, YOU MAY BE CHARGED WITH A FEDERAL OFFENSE EVEN IF THIS PENNSYLVANIA ORDER DOES NOT EXPRESSLY PROHIBIT YOU FROM POSSESSING FIREARMS OR AMMUNITION. 18 U.S.C. §922(g)(8).

NOTICE TO LAW ENFORCEMENT OFFICIALS

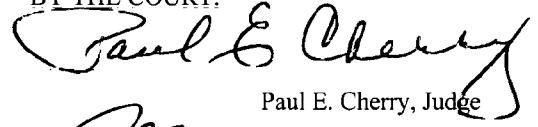
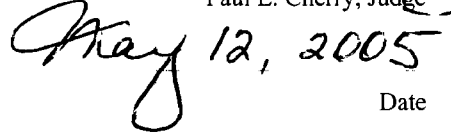
The police who have jurisdiction over the plaintiff's residence OR any location where a violation of this order occurs OR where the defendant may be located, shall enforce this order. An arrest for violation of Paragraphs 1 through 7 of this order may be without warrant, based solely on probable cause, whether or not the violation is committed in the presence of the police. 23 Pa.C.S. §6113.

Subsequent to arrest, the police officer shall seize all weapons used or threatened to be used during the violation of the protection order or during prior incidents of abuse. The **Clearfield County Sheriff** shall maintain possession of the weapons until further order of this Court.

When the defendant is placed under arrest for violation of this order, the defendant shall be taken to the appropriate authority or authorities before whom defendant is to be arraigned. A "Complaint for Indirect Criminal Contempt" shall then be completed and signed by the police officer OR the plaintiff. Plaintiff's presence and signature are not required to file the complaint.

If sufficient grounds for violation of this order are alleged, the defendant shall be arraigned, bond set and both parties given notice of the date of the hearing.

BY THE COURT:


Paul E. Cherry, Judge

Date

Distribution to:

- CPA State Police-Woodland Barracks,
- CSheriff
- CDefendant
- CP Plaintiff/Plaintiff's attorney, Robin J. Foor, Mid Penn Legal Services
- Judge Paul E. Cherry
- CHearing Officer Warren B. Mikese, II ESQ.
- Crossroads Project
- CHoutzdale Regional Police Department

Plaintiff

Robert E. Lefort Sr.

Defendant

Distribution to:

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

MUSETTE LEFORT,
Plaintiff

V.

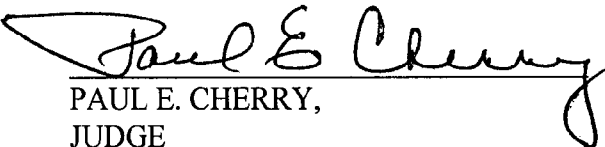
ROBERT E. LEFORT, SR.,
Defendant

NO. 04-1311-CD

ORDER

NOW, this 15th day of June, 2005, the above named Defendant having failed to pay the costs relating to Protection From Abuse, Final Order dated April 26, 2005, unless the above named Defendant pays the costs due the Clearfield County Prothonotary in the amount of Two Hundred Five Dollars (\$205.00); (by **MONEY ORDER ONLY**), it is the ORDER of this Court that a hearing to show cause why said Defendant shall not be held in contempt of Court for failure to comply with said previous Order is scheduled for the 27th day of June, 2005, at 9:00 o'clock A.M. in Court Room No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania at which time the Defendant must be present or a Bench Warrant may be issued for his arrest.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

2cc For
06/30/05 1cc Def.
JUN 15 2005 PO Box 1291
West Decatur, PA 16838

Prothonotary, Clearfield County

(6K)

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

JUN 17 2005
W/421C
FBI - CLEARFIELD

NSN



Robert E. Lefort, Sr.

PO Box 129

West Deca



☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT KNOWN
☐ NO SUCH NUMBER/ STREET
☒ NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

OTHER



16830/0549

Muette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

: THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY,
: PENNSYLVANIA
:
: CIVIL DIVISION
:
:
:
:
: No. 2004-1311-C.D.
:
:

ORDER ASSESSING COSTS

And now, this **26th Day of April, 2005**, Robert E. Lefort, Sr. is hereby ORDERED to pay costs in the above action.

Costs Include:

Prothonotary's Office Filing Fee	\$85.00
Sheriff's Office Service Fee	\$50.00
Hearing Officer Fee	\$40.00
Hearing Officer Costs	\$20.00
Administrative Costs	\$10.00

Total: **\$205.00**

Money Order Payable to:

Prothonotary's Office
230 East Market Street
Clearfield, PA 16830

MAIL PAYMENT (MONEY ORDER ONLY) to Clearfield County, Prothonotary 230 East Market Street, Clearfield, PA 16830 All costs pertaining to this action must be paid within the forty-five (45) days period. Failure to comply with this provision of this "Final Order" will result in the responsible party being in Contempt and in the automatic issuance of a bench warrant for that party's arrest without further notice or hearing. There will be additional costs assigned once the bench warrant had been issued and the responsible party will be obliged to pay any and all additional costs related thereto.

It is further ORDERED that said costs shall be paid by **June 10, 2005**.

BY THE COURT

Paul E. Cherry
Paul E. Cherry, Judge

JUL 14 2005

6-14-05

Date

Respondent

Distribution to:

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

10/10:39/201
JUN 22 2005
©

Robert E Lefort, Sr.

PO Box 1291

West Dec

A ☐ INSUFFICIENT ADDRESS
G ☒ ATTEMPTED NOT KNOWN
S ☐ NO SUCH NUMBER/ STREET
☐ NOT DELIVERABLE AS ADDRESSED
☐ UNABLE TO FORWARD
☐ OTHER

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

MUSETTE LEFORT,
Plaintiff

V.

ROBERT E. LEFORT, SR.,
Defendant

:
:
:
:
:
:
:

NO. 04-1311-CD

ORDER

NOW, this 15th day of June, 2005, the above named Defendant having failed to pay the costs relating to Protection From Abuse, Final Order dated April 26, 2005, unless the above named Defendant pays the costs due the Clearfield County Prothonotary in the amount of Two Hundred Five Dollars (\$205.00); (by **MONEY ORDER ONLY**), it is the ORDER of this Court that a hearing to show cause why said Defendant shall not be held in contempt of Court for failure to comply with said previous Order is scheduled for the 27th day of June, 2005, at 9:00 o'clock A.M. in Court Room No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania at which time the Defendant must be present or a Bench Warrant may be issued for his arrest.

BY THE COURT,

/s/ Paul E. Cherry

PAUL E. CHERRY,
JUDGE

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

FILED
JUN 28 2005
William A. Shaw
Prothonotary/Clerk of Courts
PO Box 1291
West Decatur,
PA 16838
CV

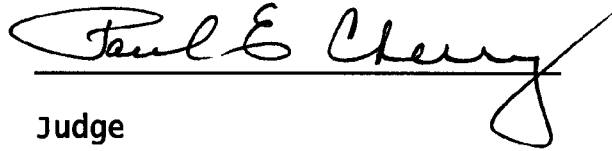
MUSETTE LEFORT :
-VS- : No. 04-1311-CD
ROBERT E. LEFORT, SR. :

O R D E R

NOW, this 27th day of June, 2005, this being the date set for Contempt Hearing; the Defendant having appeared; the Court being satisfied that he is in contempt for failing to comply with the Court's Order of April 26, 2005, it is the ORDER of this Court that he be incarcerated in the Clearfield County Jail for a period of thirty (30) days. Said sentence to be suspended under the terms and conditions of which he pay the sum of Two Hundred Five (\$205.00) Dollars by no later than 4:00 p.m. on Tuesday, July 5, 2005. Said payment to be made directly to the Prothonotary of Clearfield County. Any failure of the Defendant to make payment as noted above shall result in automatic issuance of Bench Warrant and, upon his apprehension, imposition of the period of incarceration set forth above. If incarcerated, he shall be able to purge himself of contempt and be released upon payment of the Two Hundred Five (\$205.00) Dollars. If incarcerated, he shall strictly comply with all job tasks and other

responsibilities assigned to him by officials of the
Clearfield County Jail.

BY THE COURT,



Judge

Date: 06/30/2005
Time: 01:22 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1903909
Page 1 of 1

Received of: Lefort, Robert E. Sr. (defendant) \$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2004-01311-CD	Defendant: Musette Lefort vs. Robert E. L	Amount
Protection From Abuse Petition		85.00
Total:		85.00

PAID
6/30/05

Check: 412800714

Payment Method: Money Order
Amount Tendered: 85.00
Change Returned: 0.00
Clerk: BHUDSON

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

Date: 06/30/2005
Time: 01:20 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1903908
Page 1 of 1

Received of: Lefort, Robert E. Sr. \$ 120.00

P.O. Box 1291
West Decatur, PA 16838
One Hundred Twenty and 00/100 Dollars

Defendant: Musette Lefort vs. Robert E. Lefort Sr.
Case Litigant type

Amount

2004-01311-CD	Defendant	
PFA Sheriff Service Fee		50.00
2004-01311-CD	Defendant	
PFA Hearing Office fee & costs		60.00
2004-01311-CD	Defendant	
Administrative Fee (PFA)		10.00

Total: 120.00

Balance due: 0.00

check: 412800714

Payment Method: Money Order
Amount Tendered: 120.00
Change Returned: 0.00
Clerk: BHUDSON

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

William A Shaw
Prothonotary Clerk of Courts
JUL 05 2005
M 18:30
66

ACSS

☐ INSUFFICIENT ADDRESS
☒ ATTEMPTED NOT KNOWN
☐ NO SUCH NUMBER/ STREET
☐ NOT DELIVERABLE AS ADDRESSED
☐ - UNABLE TO FORWARD
☐ OTHER

History of Mathematics

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MUSETTE LEFORT

:

-VS-

: No. 04-1311-CD

ROBERT E. LEFORT, SR.

:

O R D E R

NOW, this 27th day of June, 2005, this being the date set for Contempt Hearing; the Defendant having appeared; the Court being satisfied that he is in contempt for failing to comply with the Court's Order of April 26, 2005, it is the ORDER of this Court that he be incarcerated in the Clearfield County Jail for a period of thirty (30) days. Said sentence to be suspended under the terms and conditions of which he pay the sum of Two Hundred Five (\$205.00) Dollars by no later than 4:00 p.m. on Tuesday, July 5, 2005. Said payment to be made directly to the Prothonotary of Clearfield County. Any failure of the Defendant to make payment as noted above shall result in automatic issuance of Bench Warrant and, upon his apprehension, imposition of the period of incarceration set forth above. If incarcerated, he shall be able to purge himself of contempt and be released upon payment of the Two Hundred Five (\$205.00) Dollars. If incarcerated, he shall strictly comply with all job tasks and other

responsibilities assigned to him by officials of the
Clearfield County Jail.

BY THE COURT,

/s/ Paul E. Cherry

Judge

I hereby certify this to be a true
and attested copy of the original
statement filed in this case

JUN 28 2005

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

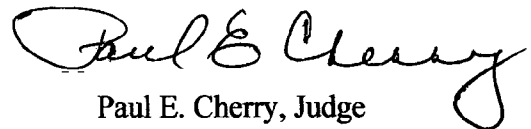
: THE COURT OF COMMON
: PLEAS OF CLEARFIELD
: COUNTY, PENNSYLVANIA
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: CIVIL DIVISION
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: No. 2004-1311-C.D.
:

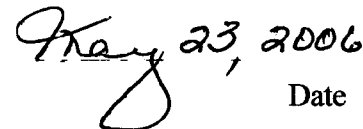
ORDER TO DISMISS

AND NOW, this: 23rd Day of May, 2006, upon Plaintiff's motion to withdraw or discontinue this action,

1. This matter is withdrawn without prejudice.
2. Costs of this proceeding are placed upon: **Robert E. Lefort Sr. (Defendant)**. cost of this proceeding were paid June 30,2005
3. The **Final Order (filed on May 12, 2005)** is hereby dismissed.

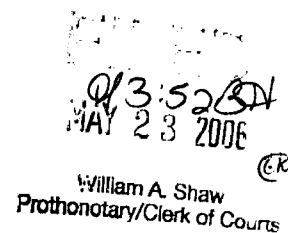
BY THE COURT:


Paul E. Cherry, Judge


Date

Distribution to:

- cc PA State Police-Woodland Barracks,
- cc Sheriff
- cc Defendant
- cc Plaintiff Amy For
- cc Hearing Officer-Warren B. Mikesell, II, Esquire
- Judge Paul E. Cherry
- cc District Justice Mike Rudella
- cc Houtzdale Regional Police Department
- cc Clearfield County Probation Office
- Crossroads Project


William A. Shaw
Prothonotary/Clerk of Courts

07/22/06 Faxed 5/22
2nd time faxed
5/23

Crossroads
Clearfield Cty.

2004-1311. C.D

Paid - June 30, 2005

5/22/06

FAX TO-814 768
9515

To Whom it May Concern,

Last Summer after Off. Piechdike served Robert Lefort with a P.F.A. which was to be dropped before that - was my understanding if I paid the court cost the P.F.A. would be dropped. The court cost was paid, so naturally because I was told I would be responsible of the filing cost if I dropped the P.F.A.

YES FILING FEES WAS PAID PROTHONOTARYS OFFICE SAID THERE SHOULD BE NO PROBLEM WITH IT BEING DROPPED LIKE IT SHOULD OF BEEN! LAST SUMMER - PLEASE DROP THIS SO BOB CAN COME HOME - THEN CALL MAG, RUDELLA SO BAIL CAN BE DROPPED - POLICE - RUDELLA EVERYONE IS CONFUSED THEY EVEN SAID THEY DON'T UNDERSTAND WHY IT'S STILL ACTIVE. AFTER ALL THIS, PLEASE WALK OVER TO COURTHOUSE & DROP THIS - NO I CANNOT AFFORD THE GAS TO COME IN (NO INCOME) AND I SHOULDN'T HAVE TO WHEN IT SHOULD OF BEEN DROPPED LAST SUMMER. NO-ONE SAID ANY DIFFERENT NO-ONE CONTACTED ME SAYING ANY DIFFERENT. ROBERT LEFORT - MUSETTE LEFORT.

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

William A. Shaw
Prothonotary
JUL 14 2006
notarized
en file
m/ll:alm

Robert E. Zefort, Sr.
PO Box 1291

~~PA 16830~~ PA 16838

GRAMMAR
A ☐ INSUFFICIENT ADDRESS
C ☒ ATTEMPTED NOT KNOWN
S ☒ NO SUCH NUMBER/STREET
☐ NOT DELIVERABLE AS ADDRESSED
☐ OTHER

16830/03

16830/03

Musette Lefort

Plaintiff

v.

Robert E. Lefort Sr.

Defendant

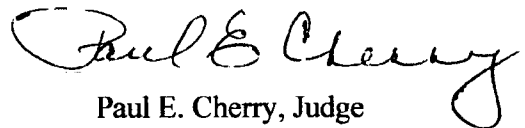
: THE COURT OF COMMON
: PLEAS OF CLEARFIELD
: COUNTY, PENNSYLVANIA
:
: CIVIL DIVISION
:
:
:
:
: No. 2004-1311-C.D.
:

ORDER TO DISMISS

AND NOW, this: 23rd Day of May, 2006, upon Plaintiff's motion to withdraw or discontinue this action,

1. This matter is withdrawn without prejudice.
2. Costs of this proceeding are placed upon: **Robert E. Lefort Sr. (Defendant)**. cost of this proceeding were paid June 30,2005
3. The **Final Order (filed on May 12, 2005)** is hereby dismissed.

BY THE COURT:


Paul E. Cherry, Judge

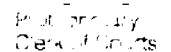
May 23, 2006
Date

Distribution to:
PA State Police-Woodland Barracks,
Sheriff
Defendant
Plaintiff
Hearing Officer-Warren B. Mikesell, II, Esquire
Judge Paul E. Cherry
District Justice Mike Rudella
Houtzdale Regional Police Department
Clearfield County Probation Office
Crossroads Project

I hereby certify this to be a true
and attested copy of the original
stated herein in this case

MAY 23 2006

Attest:


Court Clerk

Faxed 5/22
2nd time faxed
5/23

Crossroads
Clearfield Cty.

2004-1311. C 11

Paid - June 30, 2005

5/22/06

FAX TO - 814 768
9515

To Whom it May Concern,

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ROBERT LEFORT - MUSETTE LEFORT.