

04-1584-CD
SAFECO INSURANCE COMPANY vs. TRI-WOODS, INC.

Safeco Insurance Co vs Tri-Woods
2004-1584-CD

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

SAFECO INSURANCE COMPANY

Plaintiff,

vs.

TRI-WOODS, INC.,

Defendant.

CIVIL ACTION - LAW

No. 04-1584-LD

COMPLAINT IN CIVIL ACTION

Filed on Behalf of Plaintiff,
SAFECO INSURANCE COMPANY

COUNSEL OF RECORD FOR THIS
PARTY:

John R. Keating, Esquire
PA I.D. No. 52779

VOLLMER RULONG & KEATING, P.C.
Suite 1212, Grant Building
330 Grant Street
Pittsburgh, PA 15219
(412) 391-2121
(412) 391-3578 Fax
Firm I.D. No. 916

FILED ^{26K}

*u 1:54 pm pd 85.00
100 to left*

OCT 12 2004

William A. Shaw
Prothonotary

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

SAFECO INSURANCE COMPANY	)	CIVIL ACTION - LAW
)	
Plaintiff,	)	No.
)	
vs.)	
)	
TRI-WOODS, INC.,)	
)	
Defendant.)	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

NOTICE TO DEFEND:
David S. Meholick, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641 Ext. 32

LAWYER REFERRAL SERVICE:
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

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

SAFECO INSURANCE COMPANY	)	CIVIL ACTION - LAW
)	
Plaintiff,)	
	)	No.
vs.)	
)	
TRI-WOODS, INC.,)	
)	
Defendant.)	

COMPLAINT IN CIVIL ACTION

1. Plaintiff, SAFECO INSURANCE COMPANY (hereinafter "Plaintiff") is an insurance company licensed with the Department of Insurance to sell insurance in this Commonwealth with offices at 500 N. Meridian Street, Indianapolis, IN 46204.

2. Defendant, TRI-WOODS, INC. (hereinafter "Defendant") is a corporation organized and doing business under the laws of the Commonwealth of Pennsylvania with its registered office address at 305 Aspen Way, Du Bois, Clearfield County, Pennsylvania 15801 and a mailing address of P.O. Box 275, Du Bois, PA 15801.

3. Before on or about December 4, 2001, upon an application submitted to Plaintiff by Defendant or it's agent, Service Unlimited, a request was made for the issuance of insurance coverage for the Policy period of September 4, 2001 to September 4, 2002.

4. Plaintiff accepted the application and issued Workers Compensation Insurance to the Defendant for the policy period of September 4, 2001 to September 4, 2002 through policy number 02-WC-513925-20.

5. A true and correct copy the Workers Compensation Policy, declarations pages and endorsements thereto were provided to the Defendant when issued and have not been reproduced here because of its volume.

6. The Workers Compensation policy was issued based on an estimated premium subject to an end term audit to be completed by Plaintiff.

7. Where the estimate premium is based on projected payroll, the end term audit is the means by which the policy premium is adjusted in accordance with the actual payroll records of the insured/Defendant to reflect the actual risk exposure during the policy period.

8. On or about December 4, 2002, Plaintiff cancelled the Defendant's insurance coverage for reasons of non-payment of the scheduled premium.

9. The total earned premium for the policy period of September 4, 2001 to September 4, 2002, based on the Workers Compensation policy was \$19,488.92.

10. The premium charged was the fair, reasonable and market price for type of coverage provided at the time it was sold to the Defendant, and further are the prices that it agreed to pay.

11. Plaintiff applied the premium balance on the Workers Compensation coverage to the Defendant's account number 026-5579-345-02.

12. In addition to the Worker's Compensation Coverage referenced above, Defendant also secured its Commercial Liability coverage from Plaintiff for the policy period of December 4, 2001 to December 4, 2002.

13. A true and correct copy the Commercial Liability Policy, declarations pages and endorsements thereto were provided to the Defendant when issued and have not been reproduced here because of its volume.

14. Defendant agreed to pay a premium for the Commercial Liability policy when it made application for the coverage.

15. On or about December 4, 2002, Plaintiff cancelled the Defendant's insurance coverage for reasons of non-payment of the scheduled premium.

16. The total earned premium for the policy period of December 4, 2001 to December 4, 2002, based on the Commercial Liability policy was \$4,902.58.

17. The premium charged was the fair, reasonable and market price for type of coverage provided at the time it was sold to the Defendant, and further are the prices that it agreed to pay.

18. Plaintiff applied the premium balance on the Commercial Liability coverage to the Defendant's account number 026-5579-345-02.

19. Plaintiff has demanded payment of the combined premium balance due on the policies of \$24,391.50, but the Defendant has failed or refused to pay the same or any part thereof.

20. Plaintiff demands interest at the legal rate of 6% from an average due date of January 4, 2003.

WHEREFORE, Plaintiff requests judgment in its favor and against the Defendant, TRI-WOODS, INC. in the amount of \$24,391.50 plus interest at a rate of 6%, thereon from an average due date of January 4, 2003 plus costs.

VOLLMER RULONG & KEATING, P.C.

BY: 

Attorney for Plaintiff
Suite 1212, Grant Building
330 Grant Building
Pittsburgh, PA 15219
(412) 391-2121
(412) 391-3578 Fax

UNSWORN VERIFICATION

S

I, Sheila Cain, state that I am the
Collections Coordinator of **SAFECO INSURANCE COMPANY** the Plaintiff
herein. I have reviewed the annexed pleading and believe the facts contained therein
are true and correct to the best of my knowledge, information and belief. I believe that
the corporation will be able to prove these facts at trial. This declaration is made by me
with the knowledge that it is subject to the penalties of 18 Pa. C.S. § 4904, relating to
unsworn falsification to authorities.

SAFECO INSURANCE COMPANY

BY: Sheila Cain
TITLE: Collections Coordinator

In The Court of Common Pleas of Clearfield County, Pennsylvania

SAFECO INSURANCE COMPANY

VS.

TRI-WOODS, INC.

COMPLAINT

Sheriff Docket #

16425

04-1584-CD

SHERIFF RETURNS

NOW OCTOBER 18, 2004 AT 10:20 AM SERVED THE WITHIN COMPLAINT ON TRI-WOODS, INC., DEFENDANT AT EMPLOYMENT, 30 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DUSTIN HORCHEN, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/DEHAVEN

Return Costs

Cost	Description
32.25	SHERIFF HAWKINS PAID BY: ATTY CK# 31342
10.00	SURCHARGE PAID BY: ATTY CK# 31343

Sworn to Before Me This

2 Day Of November 2004

William A. Shaw

So Answers,

Chester A. Hawkins
by Maile Harn
Chester A. Hawkins

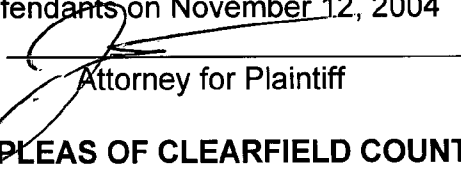
Sheriff

FILED

NOV 02 2004

William A. Shaw
Prothonotary

I hereby certify that Rule 237.1 has been complied with and that notice of intention to file Praecipe for Default Judgment was mailed to Defendants on November 12, 2004


Attorney for Plaintiff

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

SAFECO INSURANCE COMPANY

Plaintiff,

vs.

TRI-WOODS INC.

Defendant

CIVIL ACTION - LAW

No: 2004-1584 CD

**PRAECIPE FOR DEFAULT
JUDGMENT**

Filed on behalf of plaintiff

CERTIFICATE OF ADDRESS

I hereby certify that the last known address of the Plaintiff and the Defendant are as follows:

Plaintiff:

500 N. Meridan Street
Indianapolis, IN 46204

Defendant

30 Aspen Way
DuBois, PA 15801

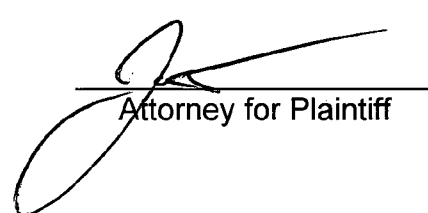
SAFECO INSURANCE COMPANY

COUNSEL OF RECORD FOR
THIS PARTY:

John R. Keating, Esquire

PA ID No. 52779

VOLLMER RULONG & KEATING, P.C.
Suite 1212, Grant Building
330 Grant Street
Pittsburgh, PA 15219
(412) 391-2121
(412)391-3578 fax
Firm I.D. No. 916


Attorney for Plaintiff

FILED

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DEC 08 2004

William A. Shaw
Prothonotary

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

SAFECO INSURANCE COMPANY	)	CIVIL ACTION - LAW
)	
Plaintiff,)	
	)	No: 2004-1584 CD
vs.)	
)	
TRI-WOODS INC.)	
)	
Defendant)	

PRAECIPE FOR DEFAULT JUDGMENT

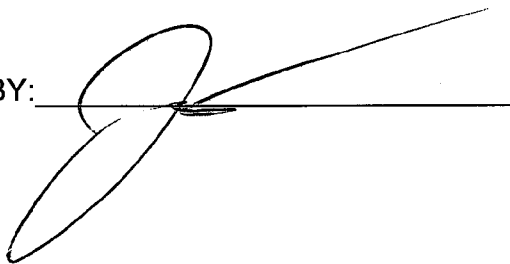
TO THE PROTHONOTARY:

Please enter judgment in favor of the plaintiff and against the defendant for failure of the defendant to file an Answer within the prescribed period time.

Amount	\$24,391.50
6% Interest from 1/4/03	<u>\$ 2,762.59</u>
TOTAL	\$27,154.09 plus costs

VOLLMER RULONG & KEATING, P.C.

BY: _____



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

SAFECO INSURANCE COMPANY	)	CIVIL ACTION - LAW
)	
Plaintiff,	)	No. 2004-1584 CD
)	
vs.)	
)	
TRI-WOODS, INC.)	
)	
Defendant.)	

NOTICE OF PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO: TRI-WOODS INC.
30 ASPEN WAY
DUBOIS, PA 15801
DATE: NOVEMBER 12, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM
THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU
WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER
IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET
LEGAL HELP.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814)765-2641 EXT. 32

VOLLMER RULONG & KEATING, P.C.

BY: 

Suite 1212 - Grant Building
330 Grant Street
Pittsburgh, PA 15219
(412)391-2121
(412)391-3578 fax

SAFECO INSURANCE COMPANY)	CIVIL ACTION - LAW
)	
Plaintiff,)	
)	No: 2004-1584 CD
vs.)	
)	
TRI-WOODS, INC.)	
)	
Defendant)	

Willi Ashurst
Deputy

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

Safeco Insurance Company
Plaintiff(s)

No.: 2004-01584-CD

Real Debt: \$27,154.09

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tri-Woods, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 8, 2004

Expires: December 8, 2009

Certified from the record this 8th day of December, 2004

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

SAFECO INSURANCE COMPANY

Plaintiff,

vs.

TRI-WOODS, INC.

Defendant

CIVIL ACTION - LAW

No. 2004-1584 CD
MONEY JUDGMENT
**PRAECIPE FOR
WRIT OF EXECUTION**

Filed on Behalf of Plaintiff
SAFECO INSURANCE COMPANY

COUNSEL OF RECORD FOR THIS
PARTY

John R. Keating, Esquire
PA I.D. No. 52779

VOLLMER RULONG & KEATING, P.C.
Suite 1212, Grant Building
330 Grant Street
Pittsburgh, PA 15219
(412) 391-2121

Firm I.D. No. 916

FILED

1008
11:31 BTL
FEB 14 2005
Le writes to Shff
Appd.
2000

William A. Shaw
Prothonotary/Clerk of Courts

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

SAFECO INSURANCE COMPANY	)	CIVIL ACTION - LAW
)	
Plaintiff,	)	No. 2004-1584 CD
vs.)	
)	
TRI-WOODS INC.)	
)	
Defendant)	

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

(1) Directed to the Sheriff of CLEARFIELD County

(2) Against Defendant TRI-WOODS INC.

(3) Amount due:	\$27,154.09
6% Interest from 12/8/04	<u>\$ 229.31</u>

TOTAL	\$27,383.40 PLUS COSTS
-------	------------------------

125.00 **Prothonotary costs**

Respectfully submitted,
VOLLMER RULONG & KEATING, P.C.

BY: 
Attorney for Plaintiff

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

Safeco Insurance Company

Vs.

NO.: 2004-01584-CD

Tri-Woods, Inc.

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due SAFECO INSURANCE COMPANY, Plaintiff(s) from TRI-WOODS, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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

AMOUNT DUE: \$27,383.40
6% Interest from 12/8/04: \$229.31
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 02/14/2005

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

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: John R. Keating, Esq.
Ste. 1212 Grant Building
330 Grant Building
Pittsburgh, PA 15219
(412) 391-2121

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20109
NO: 04-1584-CD

PLAINTIFF: SAFECO INSURANCE COMPANY
vs.
DEFENDANT: TRI-WOODS, INC.

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 2/14/2005

LEVY TAKEN 4/22/2005 @ 11:25 AM

POSTED 5/2/2005 @ 12:00 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 9/27/2011

DATE DEED FILED

PROPERTY ADDRESS 30 ASPEN WAY DUBOIS , PA 15801

FILED
01/10:40 AM
SEP 27 2011
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$134.65

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

_____ Day of _____ 2011

Chester A. Hawkins
Joy Ann B. Betsworth
Chester A. Hawkins
Sheriff

SAFECO INSURANCE COMPANY

vs

TRI-WOODS, INC.

1 4/22/2005 @ 11:25 AM SERVED TRI-WOODS, INC.

SERVED TRI-WOODS, INC. DEFENDANT, BY SERVING DUSTIN HORCHEN, DEFENDANT/OWNER AT HIS PLACE OF EMPLOYMENT 30 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DUSTIN HORCHEN A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

2 5/2/2005 @ 12:00 PM SERVED TRI-WOODS, INC.

SERVED TRI-WOODS, INC. DEFENDANT, BY SERVING DUSTIN HORCHEN, DEFENDANT/OWNER AT HIS PLACE OF EMPLOYMENT 30 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DUSTIN HORCHEN THE NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, MAY 25, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR MAY 27, 2005 FOR 30 DAYS TO ALLOW TIME FOR A SETTLEMENT.

@ SERVED

NOW, JULY 15, 2005 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO RESCHEDULE THE SHERIFF SALE THE DEFENDANT HAS NOT MADE SETTLEMENT ARRAINGMENTS.

3 7/19/2005 @ 3:10 PM SERVED TRI-WOODS, INC.

SERVED TRI-WOODS, INC., DEFENDNT, AT 30 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DUSTIN HORCHEN, DEFENDANT/OWNER A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTE THEREOF.

7/19/2005 @ 3:10 PM SERVED

POSTED NOTICE OF SALE.

@ SERVED

NOW, AUGUST 17, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCELL THE SHERIFF SALE SCHEDULED FOR AUGUST 19, 2005 TO CHECK ON ASSETS.

20109

04-1584-CD

SAFECO INSURANCE COMPANY

VS

TRI-WOODS, INC.

@

SERVED

NOW, SEPTEMBER 2011 RETURN WRIT AS TIME EXPIRED.

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

Safeco Insurance Company

Vs.

NO.: 2004-01584-CD

Tri-Woods, Inc.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due SAFECO INSURANCE COMPANY, Plaintiff(s) from TRI-WOODS, INC., Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property

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

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

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

AMOUNT DUE: \$27,383.40

6% Interest from 12/8/04: \$229.31

PROTH. COSTS: \$

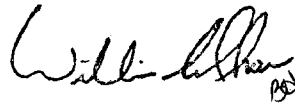
ATTY'S COMM: \$

DATE: 02/14/2005

PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 14th day
of February A.D. 2005
At 3:30 A.M./P.M.

Charles A. Kunkin
Sheriff by Cynthia Butler-Deighenbaugh

Requesting Party: John R. Keating, Esq.
Ste. 1212 Grant Building
330 Grant Building
Pittsburgh, PA 15219
(412) 391-2121

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME TRI-WOODS, INC.

NO. 04-1584-CD

NOW, September 27, 2011, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Tri-Woods, Inc. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	15.39
LEVY	15.00
MILEAGE	15.39
POSTING	9.00
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.48
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	15.39
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$134.65

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	27,154.09
INTEREST @ 4.4600 %	1,132.84
FROM 12/08/2004 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	\$28,566.58

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	134.65
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$259.65
TOTAL COSTS	\$28,566.58

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

Telephone: (412) 391-2121
Facsimile: (412) 391-3578
www.vollmerlaw.com

Charles J. Vollmer
Roger G. Rulong, Jr.
John R. Keating *
Pamela J. Wilson

* Also admitted in West Virginia

May 25, 2005

VIA FAX 814-765-5915
Office of the Sheriff
Attn: Cindy
CLEARFIELD COUNTY COURTHOUSE
One North Second Street
Clearfield, PA 16830

In re: **Safeco Insurance Company**
Vs: **Tri Wood, Inc.**
No: **2004-1584 CD**

Dear Cindy:

Per our conversation of this morning, the Defendant has contacted me reporting that it will need until next week to come up with a settlement proposal for our client's consideration. Assuming that an offer is received, it will take some time for the parties to document the settlement it is hoped that we will be able to reach. I respectfully request that you postpone the May 27, 2005 Sheriff's sale scheduled in the above matter for a period of thirty days to allow us time to try to coordinate and perhaps negotiate a settlement. If we are not able to do so within that amount of time, we will want to move forward with the Sheriff's sale proceeding. Thank you for your time and cooperation.

Yours very truly,
VOLLMER RULONG & KEATING, P.C.

John R. Keating
jkeating@vollmerlaw.com

JRK/lb

VOLLMER KEATING, P.C.

Attorneys at Law

Fort Pitt Commons, Suite LL300
445 Fort Pitt Boulevard
Pittsburgh, PA 15219
Telephone: (412) 391-2121
Facsimile: (412) 391-3578
www.vollmerlaw.com

Charles J. Vollmer
*John R. Keating **
Pamela J. Wilson

** Also admitted in West Virginia*

July 15, 2005

Office of the Sheriff
Attn: Cindy
CLEARFIELD COUNTY COURTHOUSE
One North Second Street
Clearfield, PA 16830

In re: **Safeco Insurance Company**
Vs: **Tri Wood, Inc.**
No: **2004-1584 CD**

Dear Cindy:

On May 25, 2005 I had written you asking that a May 27, 2005 Sheriff's sale in the above matter be postponed to allow the defendant an opportunity to satisfy our client's judgment on an amicable basis. Unfortunately I have had no further contact from the defendant's representative and have concluded it will be necessary for the Sheriff's sale proceeding to take place. Please reschedule the sale on the next available date. I have advanced my file awaiting your reply.

Yours very truly,
VOLLMER KEATING, P.C.

John R. Keating
jkeating@vollmerlaw.com

JRK/lb