

04-2039-CN  
RICHARD T. HUGHES vs. KRISTI K. GREGORY, et al.

Date: 08/29/2005

## Clearfield County Court of Common Pleas

User: LBENDER

Time: 02:34 PM

ROA Report

Page 1 of 1

Case: 2004-02039-CD

Current Judge: Paul E. Cherry

Richard T. Hughes vs. Kristi K. Gregory, Russell Gregory

## Judgment

| Date       |   | Judge          |
|------------|---|----------------|
| 12/30/2004 | New Case Filed.   | No Judge       |
|            | ✓ Filing: Civil Complaint Paid by: Smith, Peter F. (attorney for Hughes, Richard T.) Receipt number: 1892877 Dated: 12/30/2004 Amount: \$85.00 (Check) 2 CC to Shff. 1 CC to Atty.  | No Judge       |
|            | ✓ Confession of Judgment filed by Atty. Smith. Stmt. of Judg. to Atty. No cc.   | No Judge       |
|            | ✓ Certificate of Address filed by Atty. Smith. No cc.   | No Judge       |
| 03/17/2005 | ✓ Sheriff Return, Complaint To Confess Judgment served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm   | No Judge       |
| 04/22/2005 | ✓ Filing: Praecipe For Writ of Execution upon a Confessed Judgment, Against Kristi K. Gregory a/k/a Kristi Gregory Paid by: Smith, Peter F. (attorney for Hughes, Richard T.) Receipt number: 1899930 Dated: 04/22/2005 Amount: \$20.00 (Check) Judgment Amount: \$12,750.00 1CC & 6 Writs to Shff  | No Judge       |
|            | ✓ Affidavit Pursuant to Rule 3129, filed by s/ Peter F. Smith, Esquire. No CC   | No Judge       |
|            | ✓ Certificate Of Address, filed by s/ Peter F. Smith, Esquire. No CC  | No Judge       |
| 06/22/2005 | ✓ Notice Under Rule 2958.2 of Judgment and Execution Thereon, filed by s/ Peter F. Smith, Esquire. 1CC Atty. P. Smith   | No Judge       |
| 07/27/2005 | ✓ Praecipe, Please issue 2 additional Writs of Execution in this matter and deliver them to the Clfd. Co. Sheriff for service on these individuals (Mr & Mrs. Quick, with mailing address of R.R. 1 Box 169D Laurel Run Road, Penfield) filed by s/ Peter F. Smith, Esquire. 2 Writs to Shff (dated 7/27/2005)  | No Judge       |
|            | ✓ Amended Affidavit Pursuant To Rule 3129, filed by s/ Peter F. Smith, Esquire. No CC   | No Judge       |
| 08/09/2005 | ✓ Certificate of Service, filed. Sent by certified mail and by first class mail on July 29, 2005 upon Kristi K. Gregory a/k/a Kristi Gregory, Richard T. Hughes and Mr and Mrs Quick filed by s/ Peter F. Smith. No CC.   | No Judge       |
| 08/11/2005 | ✓ Supplement to 3129 Affidavit, filed by s/ Peter F. Smith, Esquire. No CC  | No Judge       |
| 08/16/2005 | ✓ Praecipe for Appearance, filed. Enter my apperance on behalf of only Kristi K. Gregory, a/k/a Krist Gregory, defendant in the above-captioned matter. Direct all pleadings and matters concerning the foregoing to the undersigned, filed by s/ John Sughrue Esquire. 1CC Atty Sughrue.   | No Judge       |
| 08/23/2005 | ✓ Petition for Stay of Execution and to Release Property from Levy Pursuant to Pa.R.Civ.P. 3119 and 3121, filed by s/John Sughrue, Esq. Two CC Attorney Sughrue   | No Judge       |
| 08/25/2005 | ✓ Order, this 25th day of August, 2005, argument/hearing on the request for an emergency stay is scheduled for the 29th day of August, 2005 at 9:30 a.m. at Courtroom 2. Defense counsel shall give immediate notice by hand delivery of this Scheduling Order to Plaintiff's counsel. By The Court: /s/ Paul E. Cherry, Judge. 2CC Atty. Sughrue, 1CC Shff | Paul E. Cherry |

Date

Civil Other

Judge

06/20/2005 X Order, NOW, this 20th day of June, 2005, following status conference, it is Paul E. Cherry

the Order of this Court that this Court's Order of May 18, 2005, be and is hereby vacated. Preliminary Injunction issued in this matter be and is hereby dissolved. All money presently being held in escrow shall be returned to Plaintiffs forthwith. Hearing scheduled for Sept. 7 and 8, 2005 is not longer necessary and is hereby cancelled. BY THE COURT: /s/ Paul E. Cherry, Judge. 2CC Attys: Hopkins, Brew, Mutzabaugh, Def. Advanced

06/27/2005 X Motion For Jury Trial, filed by s/ Richard W. Mutzabaugh, Esquire. No CC Paul E. Cherry  
X Motion For Reconsideration, filed by s/ Richard W. Mutzabaugh, Esquire. Paul E. Cherry  
X No CC

06/29/2005 X Mail Returned, Order dated June 20, 2005, mailed to Advanced Industrial Controls, Inc., 536 E. Main St, Bradford Pa, Not Deliverable as Addressed Paul E. Cherry  
X Order, And Now, this 28th day of June, 2005, upon consideration of the Motion from Precision Fabrication and Controls, Inc. for Reconsideration of this Court's Order consolidating the above cases, it is the ORDER of this Court that said Motion be and is hereby DENIED. By The Court: /s/ Paul E. Cherry, Judge. 1CC Attys: Hopkins, Brew, Mutzabaugh; 1CC Advanced

07/01/2005 X Motion For Discovery Deadline, filed by s/Richard W. Mutzabaugh, Esquire. No CC Paul E. Cherry  
X Order, this 6th day of July, 2005, upon consideration of Motion by Precision for the establishment of a discovery deadline, it is ordered that discovery will close 90 days from the date of this order, after which discovery may not be sought without agreement of the parties or special leave of court. By The Court, /s/ Paul E. Cherry, Judge. 3CC Atty. Mutzabaugh

07/07/2005 X Order, this 6th day of July, 2005, upon consideration of Motion by Precision for the establishment of a discovery deadline, it is ordered that discovery will close 90 days from the date of this order, after which discovery may not be sought without agreement of the parties or special leave of court. By The Court, /s/ Paul E. Cherry, Judge. 3CC Atty. Mutzabaugh

07/08/2005 X Withdrawal of Appearance, on behalf of Precision Fabrication & Controls, Inc, in all 3 of the above pending actions, filed by s/ Eugene J. Brew, Esquire. no CC Copy to C/A Paul E. Cherry  
X Order of June 28, 2005 Returned, moved no forwarding address, addressed to Advanced Industrial Controls, Inc, 536 E. Main St. Bradford, PA 16701 Paul E. Cherry

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

RICHARD T. HUGHES, Individually  
Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY  
Defendants

No. 2004-2039-CD

Type of Case:  
**CIVIL**

Type of Pleading:  
**COMPLAINT TO CONFESS  
JUDGMENT**

Filed on Behalf of:  
**PLAINTIFF**

Attorney for this party:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
P.O. Box 130  
30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

**FILED** 2004 Shff

DEC 30 2004 10:21 AM 100 Atty

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

(No notice -  
Shff serve)

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

RICHARD T. HUGHES, Individually,  
Plaintiff

vs.

No. 2004- -CD

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,  
Defendants

***COMPLAINT TO CONFESS JUDGMENT***

COMES NOW, RICHARD T. HUGHES, by his attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 2952 pleads:

1. The name of the Plaintiff is **RICHARD T. HUGHES**, with principal business office at 606 Krebs Avenue, Clearfield, Pennsylvania 16830.
2. The name of the Defendant is **KRISTI K. GREGORY a/k/a KRISTI GREGORY**, whose last known address is 104 N. Findlay Street, York, Pennsylvania 17402-2303.
3. The name of the second Defendant is **RUSSELL GREGORY a/k/a RUSSELL L. GREGORY**, whose last known address is 169 Campbelltown Road, Luthersburg, Pennsylvania 15848.
4. Defendants executed a Guaranty Agreement on July 13, 1998 by which they guaranteed \$12,750 of a total debt of \$85,000 owed by Clearfield Dental Arts, Ltd. to the Plaintiff. A true and correct copy of said Guaranty is attached hereto and incorporated herein by reference as Exhibit A.
5. A true and copy of the Promissory Note between Clearfield Dental Arts, Ltd. and Plaintiff guaranteed by the Defendants to the Plaintiff dated July 6, 1998 in a principal amount of \$85,000 is attached hereto and incorporated herein by reference as Exhibit B.
6. The second recital of the Guaranty between the parties makes reference to a Note

between the Plaintiff and Mid State Bank and states that Defendants guaranteed Clearfield Dental Arts Ltd. according to the same terms. A true and correct copy of said Note is attached to the Guaranty Agreement which is part of this complaint as Exhibit A.

7. The Mid State Note charges interest of 9.450% per annum, therefore the debt which Defendants guaranteed also must charge interest at the rate of 9.450% per annum on the balance due.

8. The Note evidencing the guaranteed debt provides that, "Interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note ..." which is specified to be 9.450%.

9. Clearfield Dental Arts, Ltd. is in default of its obligation to make payments to Plaintiff.

10. No judgment has been entered in any jurisdiction on this Guaranty Agreement.

11. Plaintiff has not assigned his rights under the Guaranty Agreement.

12. Paragraph 8 of the Guaranty Agreement authorizes Plaintiff to confess judgment against the Guarantors.

13. Paragraph 8 further authorizes the Plaintiff to collect attorney fees and court costs in conjunction with this confession of judgment.

14. Under Paragraph 2 of the guarantee the Guarantor Defendants waived presentment, notice, protest and other defenses to the enforcement of this guarantee.

15. An itemization under the amounts due under this guarantee and owed by the Defendants to Plaintiff follows as:

|    |                                  |             |
|----|----------------------------------|-------------|
| a) | Portion of debt guaranteed       | \$12,750.00 |
| b) | Attorney fees                    | \$_____     |
| c) | Court costs                      | \$_____     |
| d) | Post Judgment Statutory Interest | \$_____     |

PRELIMINARY TOTAL           \$  
FINAL TOTAL                 \$

16. The Guaranty specifies that the Guarantor Defendants are jointly and severally liable.

17. This Guaranty was extended by the Guarantor Defendants to the Plaintiff in conjunction with a commercial transaction and does not represent consumer debt.

WHEREFORE, Plaintiff confesses judgment against the Defendants in the amounts specified in paragraph 15 above and as authorized by the warrant permitting Confession of Judgment contained in the Guaranty Agreement attached hereto as Exhibit A.

Respectfully submitted,

Dated:

12/29/04

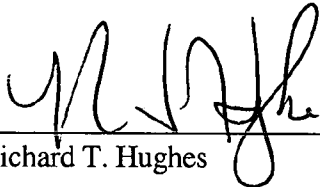


Peter F. Smith  
Attorney for Plaintiff


AFFIDAVIT

STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

RICHARD T. HUGHES, being duly sworn according to law, deposes and says that he is the Guarantee and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint to Confess Judgment are true and correct to the best of his knowledge, information and belief.

  
Richard T. Hughes

SWORN TO AND SUBSCRIBED  
before me this 29<sup>th</sup> day of  
December, 2004.

  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2006



GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT made this 13 day of July, 1998, by and between KRISTI K. GREGORY and RUSSELL GREGORY, her husband, whose address is R.D. #1, Box 205C, Rochester Mills, Pennsylvania 15771 ("GUARANTORS") and RICHARD HUGHES, an individual whose address is 506 Krebs Street, Clearfield, Pennsylvania 16830 ("HUGHES" or PAYEE).

WHEREAS, Hughes has loaned to Clearfield Dental Arts Ltd. ("CDA") the sum of Eighty-Five Thousand Dollars and no/100 (\$85,000.00) ("the debt") which is to be repaid by CDA according to the terms of the Promissory Note and Security Agreement executed by CDA ("the note"); and

WHEREAS, the Guarantors, in consideration for said loan, have agreed to guarantee to Hughes the repayment of the CDA note on the same terms as Hughes has borrowed the monies from Mid-State Bank which note is hereto attached and marked Exhibit "A"; and

WHEREAS, one of the Guarantors is a shareholder in CDA and as a part of the consideration for the loan has promised to guarantee said loan and to secure his or her spouse to join in this guaranty agreement;

AND WHEREAS, this guaranty agreement is to be limited to the percentage of ownership of the shareholder which is fifteen (15%) per cent.

NOW THEREFORE, intending to be legally bound, the Guarantors hereby jointly and severally guarantee to Hughes the repayment of the principal and interest of the CDA loan on the same terms and conditions as Hughes has borrowed the monies from Mid-State Bank as set forth on Exhibit "A."

1. Guarantors hereby:

(a) unconditionally guarantee the prompt, punctual and full payment of the principal and interest on the Note in accordance with the terms and tenor set forth on Exhibit "A," all as completely and effectually as if such guaranty had been made by the Guarantors in writing and signed by them on the face of the Note;

(b) agree that if a default under the Note shall occur, then Guarantors will promptly make or cause payment to be made under the Note and will perform or cause to be performed all such terms, covenants and conditions of the Note.

2. Guarantors further waive presentment for payment, notice of nonpayment or dishonor, protest, notice of acceptance

of this guaranty, diligence in collection and all formalities legally required to charge them with liability hereunder, and generally indulgences, extensions and notices of every kind.

3. Guarantors agree that their liability hereunder as Guarantor shall not be impaired or affected by

(a) any renewal or extension which may be made (with or without their knowledge or consent) of the time of payment of the Note, or of the time for performance by any party obligated thereto of any of the terms and provisions of the Note;

(b) by any forbearance or delay in enforcing payment of the Note or enforcing the obligations of any party or person to the Note, in accordance with the terms thereof; or

(c) by any modification of the terms, tenor or provisions of the Note.

4. Guarantors agree that they may be joined in any action against the CDA; and that recovery may be had against Guarantors either in such action or any independent action without exhausting any remedy or claim against CDA, including specifically but without limitation of any kind, the collection of rentals if a default under the Note shall occur or any

proceeding with respect to realization of the security afforded by the said debt.

5. This Guaranty shall inure to the benefit of and may be enforced by Hughes, his executors, administrators, successors and assigns and by any subsequent holder of the Note.

6. The obligations and liabilities imposed on the Guarantors by this Guaranty shall be binding upon their distributees, heirs, successors and assigns and Guarantors hereby expressly waive any acceptance hereof.


7. Notwithstanding the foregoing promises, the limit of this Guaranty shall be Twelve Thousand Seven Hundred Fifty and no/100 Dollars (\$12,750.00).

8. GUARANTORS HEREBY AUTHORIZE AND EMPOWER ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR MAKER, AND WITH OR WITHOUT COMPLAINT FILED, CONFESS JUDGMENT AGAINST THEM IN FAVOR OF HUGHES OR ANY SUBSEQUENT HOLDER FOR THE PRINCIPAL SUM HEREOF AND INTEREST DUE THEREON, TOGETHER WITH THE COSTS OF SUIT AND ATTORNEY'S FEES FOR COLLECTION HEREINAFTER PROVIDED FOR, WITH RELEASE OF ERRORS, WITHOUT ANY STAY OF EXECUTION OF RIGHT OF APPEAL. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS

JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE, OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISE FROM TIME TO TIME AS OFTEN AS THE HOLDER HEREOF SHALL HAVE RECEIVED PAYMENT IN FULL OF ALL AMOUNTS OWING HEREUNDER, TOGETHER WITH COSTS. IT IS HEREBY ACKNOWLEDGED THAT THE CONFESSION OF JUDGMENT PROVISIONS HEREIN CONTAINED WHICH AFFECT AND WAIVE CERTAIN LEGAL RIGHTS OF GUARANTORS HAVE BEEN READ, UNDERSTOOD AND VOLUNTARILY AGREED TO BY GUARANTORS.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and date first above written.

 (SEAL)  
Kristi K. Gregory

 (SEAL)  
Russell Gregory

| Principal   | Loan Date  | Maturity   | Loan No | Call | Collateral | Account | Officer | Initial |
|-------------|------------|------------|---------|------|------------|---------|---------|---------|
| \$85,000.00 | 06-15-1998 | 06-15-2008 | 30015   | COMM | SEC        | 301526  | JP45    |         |

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** Richard T. Hughes (SSN: 164-54-0895)  
506 Krebs Avenue  
Clearfield, PA 16830

**Lender:** MID-STATE BANK AND TRUST COMPANY  
Phillipsburg Office  
17 North Front Street  
P.O. Box 211  
Phillipsburg, PA 16866

**Principal Amount:** \$85,000.00

**Date of Note:** June 15, 1998

**PROMISE TO PAY.** Richard T. Hughes ("Borrower") promises to pay to MID-STATE BANK AND TRUST COMPANY ("Lender"), or order, lawful money of the United States of America, the principal amount of Eighty Five Thousand & 00/100 Dollars (\$85,000.00), together with interest on the unpaid principal balance from June 15, 1998, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

60 consecutive monthly principal and interest payments of \$1,104.06 each, beginning July 15, 1998, with interest calculated on the unpaid principal balances at an interest rate of 9.450% per annum; 59 consecutive monthly principal and interest payments in the initial amount of \$1,107.46 each, beginning July 15, 2003, with interest calculated on the unpaid principal balances at an interest rate of 4.000 percentage points over the Index described below; and 1 principal and interest payment in the initial amount of \$1,107.63 on June 15, 2008, with interest calculated on the unpaid principal balances at an interest rate of 4.000 percentage points over the Index described below. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 day multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each five years on the anniversary date of the note. The Index currently is 5.580% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT PENALTY.** Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: There will be prepayment penalty of three percent (3%) of the remaining loan balance in the first year, two percent (2%) in year two, one percent (1%) in year three, one percent (1%) in year four and one percent (1%) in year five. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, Borrower will be charged 4.000% of the regularly scheduled payment.

**DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (h) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon

Exhibit "A"

Lender's request to submit to the jurisdiction of the courts of Centre County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keog accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by, in addition to any other collateral, a Mortgage dated June 15, 1998, to Lender on real property located in Centre County, Commonwealth of Pennsylvania, and a Mortgage dated June 15, 1998, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**ORIGINATION FEE.** The Bank, in its discretion, may charge the Undersigned an origination fee. The amount of the origination fee is \$300.00.

**ADDITIONAL DEFAULT PROVISION.** Borrower will be in default if ownership of Borrower changes for any reason.

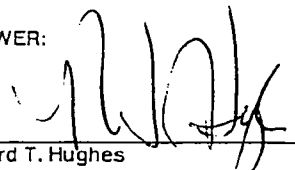
**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

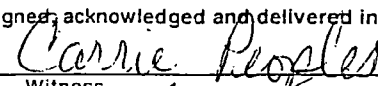
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

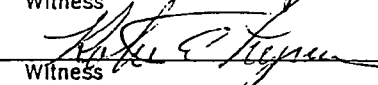
THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

x  (SEAL)  
Richard T. Hughes

Signed, acknowledged and delivered in the presence of:

x   
Witness

x   
Witness

**PROMISSORY NOTE AND SECURITY AGREEMENT**

**Amount: \$85,000.00**

**July 6, 1998**

**FOR VALUE RECEIVED, CLEARFIELD DENTAL ARTS, LTD. ("Maker")**  
promises to pay to the order of **RCHARD HUGHES ("Hughes" or "Payee")**, without  
defalcation or setoff, the principal sum of Eighty-Five Thousand and no/100 (\$85,000.00)  
Dollars lawful money of the United States of America, together with interest on the unpaid  
principal balance at the rate of seven percent (7%) per annum.

1. The principal of this Note and Security Agreement shall be paid by Maker in  
monthly installments of principal and interest as set forth in a loan from Mid-  
State Bank to Hughes hereto attached as Exhibit "A."
2. Security Interest. To secure the payment of the indebtedness evidenced by this  
Note and Security Agreement and the performance and payment of all other  
obligations, liabilities and indebtedness of Maker to Payee howsoever created or  
incurred, presently existing and hereafter arising or acquired, Maker hereby  
assigns to Payee, and grants to it a security interest in, all of Maker's property  
hereinafter described, whether or not such property is in possession of Maker  
and wheresoever situated or located (collectively, the "Collateral"): all stock in  
trade, work in process, machinery, instruments, equipment, furniture, and  
accounts receivable of the Dental laboratory known as Beres & Hughes Dental  
Laboratory which is presently located at 508 Krebs Avenue, Clearfield,  
Pennsylvania.



3. Obligations of Maker. Maker hereby covenants, represents, warrants, and agrees that:
- 3.1 The Collateral will be solely used for and in connection with the operation and maintenance of Maker's business;
  - 3.2 The Collateral will not be misused, abused, wasted or allowed to deteriorate, but shall be kept in good working order and condition and repair, reasonable wear and tear excepted;
  - 3.3 The Collateral shall be insured at all times in the amount of its full insurable value and against all expected risks to which it may be exposed, including fire and extended coverage.
4. Events of Default. The occurrence of any of the following events with respect to Maker or any of them shall, without notice or demand, constitute a default on the part of Maker hereunder ("Event of Default");
- 4.1 If Maker shall fail to make any payment of principal or interest under this Note and Security Agreement when due, and such failure shall continue uncorrected for a period of thirty (30) days;
  - 4.2 If there shall occur any other breach, failure or violation by maker in the payment or performance of any of its obligations, covenants or warranties under this Note and Security Agreement, and such breach, failure or violation shall continue uncorrected for a period of thirty (30) days after written notice thereof from Payee to Maker;

5. Payee's Rights and Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies provided hereunder, Payee shall have and may exercise all of the rights and remedies provided by the Uniform Commercial Code in effect in the Commonwealth of Pennsylvania at the date of the execution of this Note and Security Agreement, and any other applicable law. In conjunction with , in addition to, or in substitution therefor, Payee shall have and may exercise the following rights and remedies:

5.1 The entire unpaid indebtedness of Maker to Payee secured hereby, together with all interest accrued thereon, shall become immediately due and payable, without notice or demand;

5.2 Payee may enter upon Maker's business premises to take possession of, assemble and collect the Collateral or to render it unusable;

5.3 MAKER HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES TO APPEAR FOR MAKER, AND WITH OR WITHOUT COMPLAINT FILED, CONFESS JUDGMENT AGAINST IT IN FAVOR OF PAYEE OR ANY SUBSEQUENT HOLDER FOR THE PRINCIPAL SUM HEREOF AND INTEREST DUE THEREON, TOGETHER WITH THE COSTS OF SUIT AND ATTORNEY'S FEES FOR COLLECTION HEREINAFTER PROVIDED FOR, WITH RELEASE OF ERRORS, WITHOUT ANY STAY OF EXECUTION OF RIGHT OF APPEAL. NO SINGLE EXERCISE OF THE FOREGOING POWER TO

CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER  
WHETHER OF NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY  
COURT TO BE VALID, VOIDABLE, OR VOID, BUT THE POWER SHALL  
CONTINUE UNDIMINISHED AND IT MAY BE EXERCISE FROM TIME  
TO TIME AS OFTEN AS THE HOLDER HEREOF SHALL HAVE  
RECEIVED PAYMENT IN FULL OF ALL AMOUNTS OWING  
HEREUNDER, TOGETHER WITH COSTS. IT IS HEREBY  
ACKNOWLEDGED THAT THE CONFESSION OF JUDGMENT  
PROVISIONS HEREIN CONTAINED WHICH AFFECT AND WAIVE  
CERTAIN LEGAL RIGHTS OF MAKER HAVE BEEN READ,  
UNDERSTOOD AND VOLUNTARILY AGREED TO BY MAKER.

6. Other Provisions.

6.1 Payee may waive any default, or remedy any default in any reasonable manner, without waiving such default remedies and without waiving any other prior or subsequent default; and Payee may waive of delay the exercise of any right or remedy under this Note and Security Agreement without waiving that right or remedy or any other right or remedy hereunder;

6.2 This Note and Security Agreement shall be binding upon, and shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties hereto;

6.3 This Note and Security Agreement may not be amended, modified or terminated except in a writing executed by all the parties hereto; and no waiver of any

provision or consent hereunder shall be effected unless executed in a writing by the waiving or consenting party;

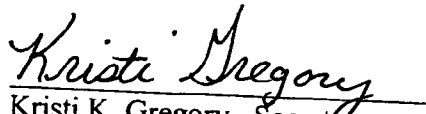
6.4 The provisions of this Note and Security Agreement shall be deemed severable, so that if any provision hereof is declared invalid under the laws of any state where it is in effect or of the United States, all other provisions of this Note and Security Agreement shall continue in full force and effect;

6.5 This Note and Security Agreement shall be construed in accordance with governed by the laws of the Commonwealth of Pennsylvania.

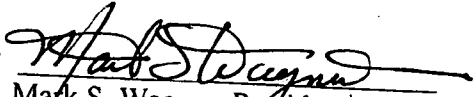
IN WITNESS WHEREOF, the Maker, intending to be legally bound hereby, has executed, sealed and delivered this Note and Security Agreement as of the day and year first above written.

CLEARFIELD DENTAL ARTS LTD.

ATTEST:

  
Kristi K. Gregory, Secretary

BY:

  
Mark S. Wagner, President

| Principal   | Loan Date  | Maturity   | Loan No. | Call | Collateral | Account | Officer | Initial |
|-------------|------------|------------|----------|------|------------|---------|---------|---------|
| \$85,000.00 | 06-15-1998 | 06-15-2008 | 30015    | COMM | SEC        | 301526  | JP45    |         |

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** Richard T. Hughes (SSN: 164-54-0895)  
506 Krebs Avenue  
Clearfield, PA 16830

**Lender:** MID-STATE BANK AND TRUST COMPANY  
Phillipsburg Office  
17 North Front Street  
P.O. Box 211  
Phillipsburg, PA 16866

**Principal Amount:** \$85,000.00

**Date of Note:** June 15, 1998

**PROMISE TO PAY.** Richard T. Hughes ("Borrower") promises to pay to MID-STATE BANK AND TRUST COMPANY ("Lender"), or order lawful money of the United States of America, the principal amount of Eighty Five Thousand & 00/100 Dollars (\$85,000.00), together with interest on the unpaid principal balance from June 15, 1998, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

60 consecutive monthly principal and interest payments of \$1,104.06 each, beginning July 15, 1998, with interest calculated on the unpaid principal balances at an interest rate of 9.450% per annum; 59 consecutive monthly principal and interest payments in the initial amount of \$1,107.46 each, beginning July 15, 2003, with interest calculated on the unpaid principal balances at an interest rate of 4.000 percentage points over the Index described below; and, 1 principal and interest payment in the initial amount of \$1,107.63 on June 15, 2008, with interest calculated on the unpaid principal balances at an interest rate of 4.000 percentage points over the Index described below. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charge.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each five years on the anniversary date of the note. The Index currently is 5.580% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT PENALTY.** Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: There will be prepayment penalty of three percent (3%) of the remaining loan balance in the first year, two percent (2%) in year two, one percent (1%) in year three, or one percent (1%) in year four and one percent (1%) in year five. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, Borrower will be charged 4.000% of the regularly scheduled payment.

**DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (h) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon

Exhibit "A"

Lap over margin

**FILED**

**DEC 30 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

**PETER F. SMITH**  
ATTORNEY  
30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PA. 16830

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

RICHARD T. HUGHES, Individually  
Plaintiff

vs.

No. 2004-2039-CD

KRISTI K. GREGORY a/k/a KRIST  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY  
Defendants

CONFESSION OF JUDGMENT

Pursuant to the Warrant of Authority to Confess Judgment contained in the Guaranty Agreement sued upon, a copy of which is attached to the Complaint in this action, I appear to Confess Judgment in favor of Plaintiff and against the Defendants as follows:

|    |                                  |             |
|----|----------------------------------|-------------|
| a) | Portion of debt guarantee        | \$12,750.00 |
| b) | Attorney's fees                  | \$ _____    |
| c) | Court costs                      | \$ _____    |
| d) | Post Judgment Statutory Interest | \$ _____    |

|                   |    |
|-------------------|----|
| PRELIMINARY TOTAL | \$ |
| FINAL TOTAL       | \$ |

Dated: 12/29/04



Peter F. Smith  
Attorney for Plaintiff

FILED No CC  
01/10/2005 Statement  
DEC 30 2004 to Ally  
William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**DEC 30 2004**

William A. Shaw  
Prothonotary/Clerk of Courts



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

Richard T. Hughes  
Plaintiff(s)

No.: 2004-02039-CD

Real Debt: \$12,750.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kristi K. Gregory  
Russell Gregory  
Defendant(s)

Entry: \$85.00

Instrument: Confession of Judgment

Date of Entry: December 30, 2004

Expires: December 30, 2009

Certified from the record this 30th 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

RICHARD T. HUGHES,

Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,

Defendants

No. 2004-2039-CD

**CERTIFICATE OF ADDRESS**

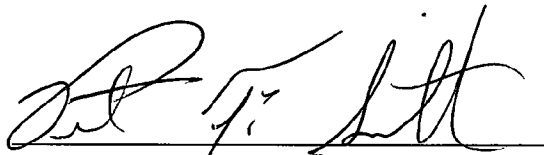
I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendants are:

Plaintiff: Richard T. Hughes  
606 Krebs Avenue  
Clearfield, PA 16830

Defendants: Kristi K. Gregory a/k/a  
Kristi Gregory  
104 N. Findlay Street  
York, PA 17402-2303

Russell Gregory a/k/a  
Russell L. Gregory  
169 Campbelltown Road  
Luthersburg, PA 15848

Date: 12/29/04

  
Peter F. Smith  
Attorney for Plaintiff

**FILED** NO CC  
DEC 30 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100098  
NO: 04-2039-CD  
SERVICE # 1 OF 2  
COMPLAINT TO CONFESS JUDGMENT

PLAINTIFF: RICHARD T. HUGHES, Ind.

vs.

DEFENDANT: KRISTI K. GREGORY a/k/a FRISTI GREGORY and RUSSELL GREGORY a/k/a RUSSELL L. GREGORY

SHERIFF RETURN

---

NOW, January 10, 2005, SHERIFF OF YORK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT TO CONFESS JUDGMENT ON KRISTI K. GREGORY a/k/a KRISTI GREGORY.

NOW, January 20, 2005 AT 12:20 PM SERVED THE WITHIN COMPLAINT TO CONFESS JUDGMENT ON KRISTI K. GREGORY a/k/a KRISTI GREGORY, DEFENDANT. THE RETURN OF YORK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

MAR 17 2005

6/32306  
William A. Shaw

Prothonotary/Clerk of Courts

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

DOCKET # 100098  
NO: 04-2039-CD  
SERVICE # 2 OF 2  
COMPLAINT TO CONFESS JUDGMENT

PLAINTIFF: RICHARD T. HUGHES, Ind.

vs.

DEFENDANT: KRISTI K. GREGORY a/k/a FRISTI GREGORY and RUSSELL GREGORY a/k/a RUSSELL L. GREGORY

**SHERIFF RETURN**

---

NOW, January 25, 2005 AT 11:00 AM SERVED THE WITHIN COMPLAINT TO CONFESS JUDGMENT ON RUSSELL GREGORY a/k/a RUSSELL L. GREGORY DEFENDANT AT 654 CARSON HILL ROAD, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RUSSELL GREGORY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO CONFESS JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100098  
NO: 04-2039-CD  
SERVICES 2  
COMPLAINT TO CONFESS JUDGMENT

PLAINTIFF: RICHARD T. HUGHES, Ind.

vs.

DEFENDANT: KRISTI K. GREGORY a/k/a FRISTI GREGORY and RUSSELL GREGORY a/k/a RUSSELL L. GREGORY

SHERIFF RETURN

RETURN COSTS

| Description     | Paid By  | CHECK # | AMOUNT |
|-----------------|----------|---------|--------|
| SURCHARGE       | R.HUGHES | 3884    | 20.00  |
| SHERIFF HAWKINS | R.HUGHES | 3884    | 55.00  |
| YORK CO. ADV.   | SMITH    | 8380    | 24.86  |
| SHERIFF HAWKINS | R.HUGHES | 3885    | 22.31  |

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,



Chester A. Hawkins  
Sheriff

# COUNTY OF YORK OFFICE OF THE SHERIFF

45 N. GEORGE ST., YORK, PA 17401

SERVICE CALL  
(717) 771-9601

## SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

## INSTRUCTIONS PLEASE TYPE ONLY LINE 1 THRU 12 DO NOT DETACH ANY COPIES

|  |   |
|--|---|
| 1. PLAINTIFF/S/<br><div style="text-align: center;">RICHARD T. HUGHES ETAL</div> | 2. COURT NUMBER<br><div style="text-align: center;">2004-2039-CD</div>      |
| 3. DEFENDANT/S/<br><div style="text-align: center;">KRISTI K. GREGORY ETAL</div> | 4. TYPE OF WRIT OR COMPLAINT<br><div style="text-align: center;">CICA</div> |

**SERVE**



5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED, OR SOLD  

KRISTI K. GREGORY

6. ADDRESS (STREET OR RFO WITH BOX NUMBER, APT. NO., CITY, BORO, TWP., STATE AND ZIP CODE)  

104 N. FINDLAY ST. YORK, PA 17402

7. INDICATE SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☐ DEPUTIZE ☐ CERT. MAIL ☐ 1ST CLASS MAIL ☐ POSTED ☐ OTHER

NOW \_\_\_\_\_, 20\_\_\_\_ I, SHERIFF OF YORK COUNTY, PA, do hereby deputize the sheriff of \_\_\_\_\_ COUNTY to execute this Writ and make return thereof according to law. This deputization being made at the request and risk of the plaintiff.

SHERIFF OF YORK COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

OUT OF COUNTY  
CLEARFIELD

ADVANCE FEE PD BY ATTY

**NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction, or removal of any property before sheriff's sale thereof.

|  |   |   |
|--|---|---|
| 9. TYPE NAME and ADDRESS of ATTORNEY / ORIGINATOR and SIGNATURE<br><div style="text-align: center;">PETER F. SMITH PO BOX 130 30 S. 2nd ST. CLEARFIELD, PA 16830</div> | 10. TELEPHONE NUMBER<br><div style="text-align: center;">814-765-5595</div> | 11. DATE FILED<br><div style="text-align: center;">12-30-04</div> |
|--|---|---|

12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed).

CLEARFIELD CO SHERIFF

### SPACE BELOW FOR USE OF THE SHERIFF - DO NOT WRITE BELOW THIS LINE

|   |  |  |  |  |  |   |  |   |  |  |  |
|---|--|--|--|--|--|---|--|---|--|--|--|
| 13. I acknowledge receipt of the writ or complaint as indicated above.<br><div style="text-align: center;">R. AHRENS</div>  |  |  |  |  |  | 14. DATE RECEIVED<br><div style="text-align: center;">1-12-05</div> |  | 15. Expiration/Hearing Date<br><div style="text-align: center;">1-29-05</div> |  |  |  |
| 16. HOW SERVED: PERSONAL (X) RESIDENCE ( ) POSTED ( ) POE ( ) SHERIFF'S OFFICE (X) OTHER ( ) SEE REMARKS BELOW  |  |  |  |  |  |   |  |   |  |  |  |
| 17. <input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, etc. named above. (See remarks below.)  |  |  |  |  |  |   |  |   |  |  |  |
| 18. NAME AND TITLE OF INDIVIDUAL SERVED / LIST ADDRESS HERE IF NOT SHOWN ABOVE (Relationship to Defendant)<br><div style="text-align: center;">KRISTI GREGORY</div> |  |  |  |  |  |   |  | 19. Date of Service<br><div style="text-align: center;">1/20/05</div>         |  | 20. Time of Service<br><div style="text-align: center;">12:20 PM</div> |  |
| 21. ATTEMPTS  |  |  |  |  |  |   |  |   |  | 22. REMARKS:   |  |

|                            |                            |                   |                     |                  |                               |                 |                    |                         |                         |                                  |                    |
|----------------------------|----------------------------|-------------------|---------------------|------------------|-------------------------------|-----------------|--------------------|-------------------------|-------------------------|----------------------------------|--------------------|
| 23. Advance Costs<br>40.00 | 24. Service Costs<br>18.00 | 25. N/F           | 26. Mileage<br>4.86 | 27. Postage      | 28. Sub Total<br>22.86        | 29. Pound       | 30. Notary<br>2.00 | 31. Surchg.             | 32. Tot. Costs<br>24.86 | 33. Costs Due or Refund<br>15.14 | Check No.<br>17345 |
| 34. Foreign County Costs   |                            | 35. Advance Costs | 36. Service Costs   | 37. Notary Cert. | 38. Mileage/Postage/Not Found | 39. Total Costs |                    | 40. Costs Due or Refund |                         |                                  |                    |

|   |  |  |  |   |  |  |  |  |  |  |  |
|---|--|--|--|---|--|--|--|--|--|--|--|
| 41. AFFIRMED and subscribed to before me this<br><div style="text-align: center;">Feb.</div>  |  |  |  | SO ANSWERS  |  |  |  | 45. DATE<br><div style="text-align: center;">2-14-05</div> |  |  |  |
| 42. day of 14 2005<br><div style="text-align: center;">James V. Vangreen, Notary Public<br/>City of York, York County, PA<br/>My Commission Expires Mar. 21, 2005</div> |  |  |  | 44. Signature of Dep. Sheriff<br><div style="text-align: center;">WILLIAM M. HOSE</div> |  |  |  | 47. DATE<br><div style="text-align: center;">2-14-05</div> |  |  |  |
|   |  |  |  | 48. Signature of Foreign County Sheriff   |  |  |  | 49. DATE   |  |  |  |

|   |  |  |  |  |  |  |  |                   |  |
|---|--|--|--|--|--|--|--|-------------------|--|
| 50. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE |  |  |  |  |  |  |  | 51. DATE RECEIVED |  |
|---|--|--|--|--|--|--|--|-------------------|--|

1. WHITE - Issuing Authority 2. PINK - Attorney 3. CANARY - Sheriff's Office 4. BLUE - Sheriff's Office



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  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 100098

TERM & NO. 04-2039-CD

RICHARD T. HUGHES, Ind.

COMPLAINT TO CONFESS JUDGMENT

vs.

KRISTI K. GREGORY a/k/a FRISTI GREGORY and RUSSELL GREGORY a/k/a RUSSELL L. GREGORY

**SERVE BY: 01/29/05**

### MAKE REFUND PAYABLE TO PETER F SMITH, ESQ.

**SERVE:** KRISTI K. GREGORY a/k/a KRISTI GREGORY

**ADDRESS:** 104 N. FINDLAY ST., YORK, PA 17402-2303

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF YORK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 10, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

2005 JAN 12 PM 3:04  
CITY OF CLEARFIELD  
SHERIFF'S OFFICE

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

RICHARD T. HUGHES, Individually,  
Plaintiff

No. 2004-2039-CD

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,  
Defendants

**PRAECIPE FOR WRIT OF EXECUTION  
UPON A CONFESSED JUDGMENT**

**FILED** <sup>62</sup>  
mld/bl  
APR 22 2005  
writs to shff  
Any pd.  
20.00  
William A. Shaw  
Prothonotary/Clerk of Courts

To the Prothonotary:

Issue a writ of execution upon a judgment entered by confession in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against **KRISTI K. GREGORY a/k/a KRISTI GREGORY**, Defendant;
- (3) and index this writ
  - (a) against **KRISTI K. GREGORY a/k/a KRISTI GREGORY**.

(4)

|    |                                  |             |
|----|----------------------------------|-------------|
| a) | Debt                             | \$12,750.00 |
| b) | Attorney fees                    | \$ _____    |
| c) | Court costs                      | \$ _____    |
| d) | Post judgment statutory interest | \$ _____    |
|    |                                  | 125.00      |

**Prothonotary costs**

|                   |             |
|-------------------|-------------|
| PRELIMINARY TOTAL | \$12,750.00 |
| FINAL TOTAL       | \$ _____    |



CERTIFICATION

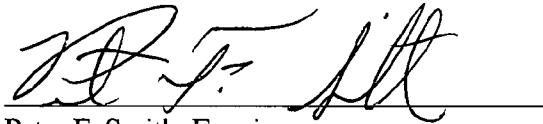
I certify that

- (a) This praecipe is based upon a judgment entered by confession, and
- (b) Notice will be served with the writ of execution pursuant to Rule 2958.2

Respectfully submitted,

Date:

6/20/05

A handwritten signature in dark ink, appearing to read 'P.F. Smith', written over a horizontal line.

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

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

|                                   |   |                  |
|-----------------------------------|---|------------------|
| RICHARD T. HUGHES,                | : |                  |
|                                   | : |                  |
| Plaintiff                         | : |                  |
|                                   | : | No. 2004-2039-CD |
| vs.                               | : |                  |
|                                   | : |                  |
| KRISTI K. GREGORY a/k/a KRISTI    | : |                  |
| GREGORY and RUSSELL GREGORY a/k/a | : |                  |
| RUSSELL L. GREGORY,               | : |                  |
| Defendants                        | : |                  |

**WRIT OF EXECUTION  
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also 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; and, (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 to prove your exemptions, you may lose some of your property.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

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

|                                   |   |                  |
|-----------------------------------|---|------------------|
| RICHARD T. HUGHES,                | : |                  |
|                                   | : |                  |
| Plaintiff                         | : |                  |
|                                   | : | No. 2004-2039-CD |
| vs.                               | : |                  |
|                                   | : |                  |
| KRISTI K. GREGORY a/k/a KRISTI    | : |                  |
| GREGORY and RUSSELL GREGORY a/k/a | : |                  |
| RUSSELL L. GREGORY,               | : |                  |
|                                   | : |                  |
| Defendants                        | : |                  |
|                                   | : |                  |

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against **KRISTI K. GREGORY a/k/a KRISTI GREGORY**, Defendant:

1. You are directed to levy upon the real estate owned by **KRISTI K. GREGORY a/k/a KRISTI GREGORY**, Defendant, as follows and sell her interest therein:

**FIRST PARCEL**

This parcel of real estate consists of a one story house and garage on 1.25 acres, known as R.R. 1 Box 169D, Laurel Run Road, Penfield, Clearfield County Pennsylvania 15849, also identified by Clearfield County Tax Map No. 119-H03-71 and is more particularly described as follows:

**ALL** that certain parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at southeast corner of Leo P. Wise 25.45 acre tract in center of Laurel Run Road; thence along center of Laurel Run Road the following: South 73° 19' West 111.7 feet, South 79° 05' West 203.3 feet, and South 80° 36' West 74 feet; thence by residue of Wise tract North 9° 24' West 133 feet; thence along lot now or formerly of John Stefano North 79° 05' East 217.0 feet and North 8° 46' East 100.0 feet; thence along lot now or formerly of William Call North 75° 57' East 212.6 feet; thence along state land South 7° 56' West 243.2 feet to the place of beginning. Believed to contain 1.25 acres.

**SECOND PARCEL**

This parcel of real estate consists of one acre unimproved real estate located on Laurel Run Road, Penfield, Clearfield County, Pennsylvania 15849, also identified by Clearfield County

Tax Map No. 119-H03-58 and is more particularly described as follows:

ALL that certain parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stake, said stake being approximately three hundred feet in a northerly direction from Laurel Run Road, along line of land of the Commonwealth of Pennsylvania, said stake also being the southeast corner of the land hereby conveyed; thence in a northeasterly direction along line of land of the Commonwealth of Pennsylvania two hundred fifteen (215) feet to a stake; thence along residue of land of prior grantors herein and in a northwesterly direction two hundred five (205) feet to a stake; thence continuing by land of prior grantors and in a southwesterly direction two hundred fifteen (215) feet to a stake; thence in a southeasterly direction two hundred five (205) feet to a stake at the place of beginning and being a rectangular parcel of land.

ALSO granting and conveying to the said Grantee, her heirs and assigns, the free and uninterrupted use, liberty, and privilege of passage in and along a certain strip of land ten (10) feet wide and approximately three hundred (300) feet in length, the eastern boundary of which is the line of land of the Commonwealth of Pennsylvania, said strip of land extending from Laurel Run Road to land herein above conveyed. TOGETHER with free ingress, egress, and regress to and for the said Grantors, their heirs and assigns, their tenants, occupiers or possessors of the above described ground contiguous to the said strip of land at all times and seasons forever hereafter in common with the said Grantors, their heirs and assigns, tenants, or occupiers of Grantors' land adjacent to the said strip of land.

BEING the same premises conveyed to Kristi K. Gregory by deed dated February 14, 2000 and recorded at Clearfield County Instrument Number 200002016.

2. Amounts due:

|    |                                  |             |
|----|----------------------------------|-------------|
| a) | Debt                             | \$12,750.00 |
| b) | Attorney fees                    | \$ _____    |
| c) | Court costs                      | \$ _____    |
| d) | Post judgment statutory interest | \$ _____    |

PRELIMINARY TOTAL

\$12,750.00

FINAL TOTAL

\$

125.00

~~Prothonotary costs~~

Prothonotary costs

\_\_\_\_\_  
Prothonotary

By: \_\_\_\_\_  
Deputy

4/22/05

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

RICHARD T. HUGHES,

Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,  
Defendants

No. 2004-2039-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

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

(a) I desire that my \$300.00 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 \$300.00 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 hearing should be given to me at:

---

Address

---

Phone Number

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendant

**THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

## **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 retirements 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

RICHARD T. HUGHES,

Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,

Defendants

No. 2004-2039-CD

**FILED** <sup>No</sup> <sub>CC</sub>  
m/12:55/1  
APR 22 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT PURSUANT TO RULE 3129**

1. Name and address of Plaintiff in the judgment:

Richard T. Hughes  
107 N. Front Street  
Clearfield, PA 16830

2. Name and address of Defendant **KRISTI K. GREGORY a/k/a KRISTI GREGORY** in the judgment:

Kristi K. Gregory  
a/k/a Kristi Gregory  
104 N. Findlay Street  
York, PA 17402-2303

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real estate to be sold:

Richard T. Hughes  
107 N. Front Street  
Clearfield, PA 16830

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

Clearfield Bank & Trust Company  
11 North Second Street  
Clearfield, PA 16830



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

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse Annex  
Market Street  
Clearfield, PA 16830

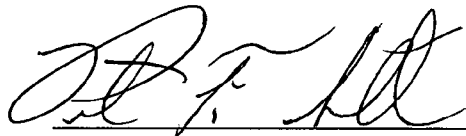
6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

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

Dated:

4/20/05



Peter F. Smith, Esquire  
Attorney for Plaintiff  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

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

RICHARD T. HUGHES,

Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,

Defendants

No. 2004-2039-CD

**FILED** <sup>GR</sup> NO CC  
01/12:55 PM  
APR 22 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF ADDRESS**

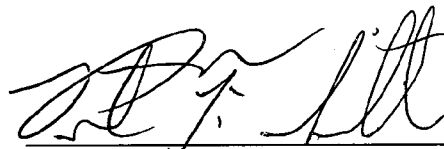
I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendant **KRISTI K. GREGORY a/k/a KRISTI GREGORY**, are:

Plaintiff: Richard T. Hughes  
107 N. Front Street  
Clearfield, PA 16830

Defendants: Kristi K. Gregory a/k/a  
Kristi Gregory  
104 N. Findlay Street  
York, PA 17402-2303

Date:

4/12/05



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

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

RICHARD T. HUGHES, Individually  
Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY  
Defendants

No. 2004-2039-CD

Type of Case:  
**CIVIL**

**NOTICE UNDER RULE 2958.2  
OF JUDGMENT AND EXECUTION  
THEREON**

Filed on Behalf of:  
**PLAINTIFF**

Attorney for this party:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
P.O. Box 130  
30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

06/10:50 PM  
JUN 22 2005

William A. Shaw  
Prothonotary, Clerk of Courts

icc  
Atty P. Smith  
(62)

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

|                                     |   |                  |
|-------------------------------------|---|------------------|
| RICHARD T. HUGHES, Individually,    | : |                  |
| Plaintiff                           | : | No. 2004-2039-CD |
|                                     | : |                  |
| vs.                                 | : |                  |
|                                     | : |                  |
| KRISTI K. GREGORY a/k/a KRISTI      | : |                  |
| GREGORY and RUSSELL GREGORY a/k/a : | : |                  |
| RUSSELL L. GREGORY,                 | : |                  |
| Defendants                          | : |                  |

NOTICE UNDER RULE 2958.2  
OF JUDGMENT AND EXECUTION THEREON

Notice of Defendant's Rights

To: **Kristi K. Gregory a/k/a Kristi Gregory**

A judgment in the amount of \$12,750.00 has been entered against you and in favor of the Plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The court has issued a writ of execution which directs the sheriff to levy upon and sell certain real property owned by you to pay the judgment. The Sheriff's Sale has been scheduled for September 2, 2005, at 10:00 A.M.

You may have legal rights to defeat the judgment or to prevent or delay the sheriff's sale.

I. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT OR DELAY OF THE SHERIFF'S SALE PRIOR TO THE SHERIFF'S SALE OR YOU MAY LOSE YOUR RIGHTS.

II. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Clearfield County Court Administrator  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

Respectfully submitted,

Date:

4/20/05

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

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

FILED

JUN 22 2005

William A. Straw  
Prothonotary/Clerk of Courts

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

RICHARD T. HUGHES, Individually,  
Plaintiff

No. 2004-2039-CD

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,  
Defendants

**FILED** <sup>OK</sup>  
2 Writs  
19:02/01 to Shff  
JUL 27 2005 dated  
7/27/05

William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE**

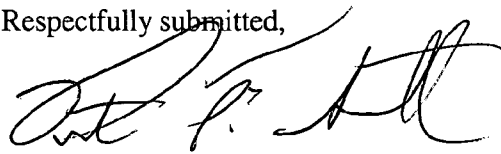
To: Prothonotary of Clearfield County:

Dear Sir:

Deputy Mark Coudriet of the Clearfield County Sheriff's office has advised Plaintiff's counsel that he found two individuals occupying the Defendant Kristi K. Gregory's real estate which is the subject of execution in this matter. Plaintiff's counsel believes and therefore avers that their names are Mr. Quick and Mrs. Quick, with mailing address of R.R. #1 Box 169D Laurel Run Road, Penfield, Pennsylvania 15849. Plaintiff's counsel has been unable to discover the Christian names of Mr. and Mrs. Quick. Therefore, they are designated only by their surnames and as the terra tenants of the subject real estate.

Please issue two additional Writs of Execution in this matter and deliver them to the Clearfield County Sheriff for service on these individuals.

Respectfully submitted,



Date: July 27, 2005

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

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

RICHARD T. HUGHES,

Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a :  
RUSSELL L. GREGORY,

Defendants

No. 2004-2039-CD

FILED No cc  
09:02 AM @K  
JUL 27 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**AMENDED AFFIDAVIT  
PURSUANT TO RULE 3129**

1. Name and address of Plaintiff in the judgment:

Richard T. Hughes  
107 N. Front Street  
Clearfield, PA 16830

2. Name and address of Defendant **KRISTI K. GREGORY a/k/a KRISTI GREGORY** in the judgment:

Kristi K. Gregory  
a/k/a Kristi Gregory  
104 N. Findlay Street  
York, PA 17402-2303

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real estate to be sold:

Richard T. Hughes  
107 N. Front Street  
Clearfield, PA 16830

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

NONE



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

NONE

6. 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:

Mr. Quick and Mrs. Quick  
R.R. #1 Box 169D  
Laurel Run Road  
Penfield, PA 15849

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

Dated: July 27, 2005

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

Peter F. Smith, Esquire  
Attorney for Plaintiff  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

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

RICHARD T. HUGHES,

Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI

GREGORY and RUSSELL GREGORY a/k/a

RUSSELL L. GREGORY,

Defendants

No. 2004-2039-CD

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by Certified Mail and by First Class Mail, Postage Prepaid, a true and correct copy of the Rule 3129 Notice & Sheriff's Handbill on the following parties at the following addresses on July 29, 2005:

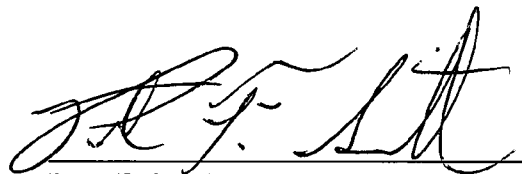
The U.S. Postal Forms 3800, 3811 and 3817 certifying this mailing are attached hereto and incorporated herein.

**CERTIFIED MAIL**

Kristi K Gregory  
a/k/a Kristi Gregory  
104 N. Findlay Street  
York, PA 17402

Richard T. Hughes  
107 N. Front Street  
Clearfield, PA 16830

Mr. and Mrs. Quick  
R.R.1 Box 169D  
Laurel Run Road  
Penfield, PA 15849



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

**SWORN AND SUBSCRIBED**

before me this 29th day of July, 2005

  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2006

**FILED** *no cc*  
0110:3801  
AUG 09 2005 *sm*

William A. Shaw  
Prothonotary/Clerk of Courts

# ATTACHMENT TO CERTIFICATE OF SERVICE

RICHARD T. HUGHES vs. KRISTI K. GREGORY a/k/a KRISTI GREGORY and  
RUSSELL GREGORY a/k/a RUSSELL L. GREGORY

DOCKET NO. 2004-2039-CD

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

YORK PA 17402

|  |         |
|--|---------|
| Postage  | \$ 0.37 |
| Certified Fee                                  | \$2.30  |
| Return Receipt Fee (Endorsement Required)      | \$1.75  |
| Restricted Delivery Fee (Endorsement Required) | \$0.00  |
| Total Postage & Fees                           | \$ 4.42 |

Sent To: Kristi K. Gregory a/k/a Kristi Gregory  
Street, Apt. No., or PO Box No. 104 N. Findlay Street  
City, State, ZIP+4 York, PA 17402

PS Form 3800, June 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:  
PETER F SMITH  
ATTORNEY AT LAW  
P O BOX 130  
CLEARFIELD PA 16830

One piece of ordinary mail addressed to:  
RICHARD T HUGHES  
107 N FRONT STREET  
CLEARFIELD PA 16830

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:  
PETER F SMITH  
ATTORNEY AT LAW  
P O BOX 130  
CLEARFIELD PA 16830

One piece of ordinary mail addressed to:  
MR. AND MRS. QUICK  
R R 1 BOX 169D  
LAUREL RUN ROAD  
PENFIELD PA 15849

PS Form 3817, January 2001

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent ☐ Addressee  
B. Received by (Printed Name) ☒ Date of Delivery  
C. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. ☐ Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
Kristi K. Gregory  
a/k/a Kristi Gregory  
104 N. Findlay Street  
York, PA 17402

2. Article Number (Transfer from)  
7003 1680 0005 6732 1313

PS Form 3811, February 2004 Domestic Return Receipt

FILED

AUG 09 2005

Florida State  
Probation/Clerk of Courts

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

RICHARD T. HUGHES,

Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,

Defendants

No. 2004-2039-CD

**SUPPLEMENT TO 3129 AFFIDAVIT**

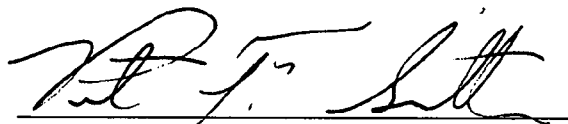
I, Peter F. Smith, attorney for Plaintiff in the above captioned matter, being duly sworn according to law, depose and say that the full names and complete addresses of the individuals referred to in item 6 of the original 3129 Affidavit filed in this case and to whom notices were sent on the date certified as required by this rule, are Karen Quick and Glenn Quick who reside at the subject property known as R.R. #1 Box 169D, Laurel Run Road, DuBois, PA 15801 which has a "911" address of 589 Laurel Run Road, DuBois, PA 15801.

I further depose and say that the Notices originally sent to Mr. & Mrs. Quick had my return address on the exterior of the envelopes and that they have not been returned by the U.S. Postal Service.

Respectfully submitted,

Date:

8/10/05



Peter F. Smith, Esquire  
Attorney for Plaintiff  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

AUG 11 2005  
07:10:36  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. C/C

FILED 122  
01/17/01  
AUG 16 2005  
William A. Shaw  
Notary Public  
Notary Public/Clerk of Courts

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

RICHARD T. HUGHES, Individually,  
Plaintiff,

vs.

No. 2004-2039-CD

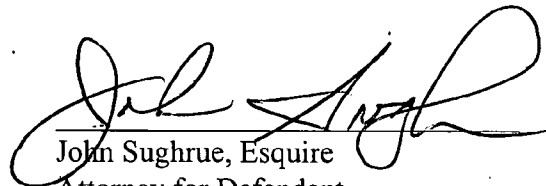
KRISTI K. GREGORY a/k/a KRIST  
GREGORY and RUSSELL GREGORY  
a/k/a RUSSELL L. GREGORY,  
Defendants

**PRAECIPE FOR APPEARANCE**

TO WILLIAM A. SHAW, PROTHONOTARY.

Kindly enter my appearance on behalf of only Kristi K. Gregory, a/k/a Krist Gregory,  
Defendant in the above-captioned matter. Direct all pleadings and matters concerning the foregoing  
to the undersigned.

Date: August 16, 2005



John Sughrue, Esquire  
Attorney for Defendant  
Attorney I. D. #01037  
23 North Second Street  
Clearfield, PA 16830  
Phone: (814) 765-1704  
Fax: (814) 765-6959

**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on August 16, 2005, I caused a true and correct copy of  
PRAECIPE FOR APPEARANCE to be served on the following and in the manner indicated below:

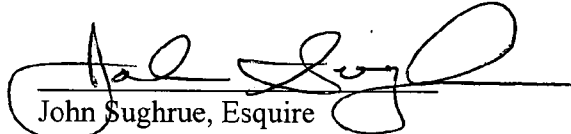
**By Personal Service to the following location:**

Peter F. Smith, Esq.  
30 S. 2nd St.  
Clearfield, PA 16830

David S. Meholick, Ct. Admin  
Clearfield County Courthouse  
1 N. 2nd St.  
Clearfield, PA 16830

Chester C. Hawkins, Sheriff  
Clearfield County  
Clearfield County Courthouse  
1 N. 2nd St.  
Clearfield, PA 16830

Date: August 16, 2005

  
John Sughrue, Esquire  
Attorney for Defendant



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

RICHARD T. HUGHES,

Plaintiff

No. 2004-2039-CD

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,

Defendants

**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 Clearfield, Pennsylvania, on FRIDAY, SEPT. 23, 2005 at 10:00 a.m.

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

**FIRST PARCEL**

This parcel of real estate consists of a one story house and garage on 1.25 acres, known as R.R. 1 Box 169D, Laurel Run Road, Penfield, Clearfield County Pennsylvania 15849, also identified by Clearfield County Tax Map No. 119-H03-71 and is more particularly described as follows:

ALL that certain parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at southeast corner of Leo P. Wise 25.45 acre tract in center of Laurel Run Road; thence along center of Laurel Run Road the following: South 73° 19' West 111.7 feet, South 79° 05' West 203.3 feet, and South 80° 36' West 74 feet; thence by residue of Wise tract North 9° 24' West 133 feet; thence along lot now or formerly of John Stefano North 79° 05' East 217.0 feet and North 8° 46' East 100.0 feet; thence along lot now or formerly of William Call North 75° 57' East 212.6 feet; thence along state land South 7° 56' West 243.2 feet to the place of beginning. Believed to contain 1.25 acres.

**SECOND PARCEL**

This parcel of real estate consists of one acre unimproved real estate located on Laurel Run Road, Penfield, Clearfield County, Pennsylvania 15849, also identified by Clearfield County Tax Map No. 119-H03-58 and is more particularly described as follows:

ALL that certain parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a stake, said stake being approximately three hundred feet in a northerly direction from Laurel Run Road, along line of land of the Commonwealth of Pennsylvania, said stake also being the southeast corner of the land hereby conveyed; thence in a northeasterly direction along line of land of the Commonwealth of Pennsylvania two hundred fifteen (215) feet to a stake; thence along residue of land of prior grantors herein and in a northwesterly direction two hundred five (205) feet to a stake; thence continuing by land of prior grantors and in a southwesterly direction two hundred fifteen (215) feet to a stake; thence in a southeasterly direction two hundred five (205) feet to a stake at the place of beginning and being a rectangular parcel of land.

**ALSO** granting and conveying to the said Grantee, her heirs and assigns, the free and uninterrupted use, liberty, and privilege of passage in and along a certain strip of land ten (10) feet wide and approximately three hundred (300) feet in length, the eastern boundary of which is the line of land of the Commonwealth of Pennsylvania, said strip of land extending from Laurel Run Road to land herein above conveyed. **TOGETHER** with free ingress, egress, and regress to and for the said Grantors, their heirs and assigns, their tenants, occupiers or possessors of the above described ground contiguous to the said strip of land at all times and seasons forever hereafter in common with the said Grantors, their heirs and assigns, tenants, or occupiers of Grantors' land adjacent to the said strip of land.

**BEING** the same premises conveyed to Kristi K. Gregory by deed dated February 14, 2000 and recorded at Clearfield County Instrument Number 200002016.

#### **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 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.

#### **SHERIFF**

SEIZED, taken in execution to be sold as the property of KRISTI K. GREGORY A/K/A KRISTI GREGORY AND RUSSELL GREGORY A/K/A RUSSELL L. GREGORY, at the suit of RICHARD T. HUGHES. JUDGMENT NO. 04-2039-CD

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

RICHARD T. HUGHES, Individually,  
Plaintiff,

vs.

KRISTI K. GREGORY a/k/a KRIST  
GREGORY and RUSSELL GREGORY  
a/k/a RUSSELL L. GREGORY,  
Defendants

No. 2004-2039-CD

Type of Pleading: PETITION FOR STAY  
OF EXECUTION AND TO RELEASE  
PROPERTY FROM LEVY PURSUANT TO  
PA.R.Civ.P. 3119 and 3121

Filed on Behalf of:  
Defendant Kristi K. Gregory

Filed by Counsel for Defendant:

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830  
PA Supreme Court ID #01037  
(814) 765-1704

Counsel of Record for Plaintiff:

Peter F. Smith, Esquire  
P.O. Box 130  
30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595  
PA Supreme Court ID #34291

FILED *dec*  
01:39 *Atty*  
AUG 23 2005 *Sughrue*  
*WAS* William A. Shaw  
Prothonotary/Clerk of Courts

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

RICHARD T. HUGHES, Individually, :  
Plaintiff, :  
vs. : No. 2004-2039-CD  
KRISTI K. GREGORY a/k/a KRIST :  
GREGORY and RUSSELL GREGORY :  
a/k/a RUSSELL L. GREGORY, :  
Defendants :

**PETITION FOR STAY OF EXECUTION AND RELEASE**  
**PROPERTY FROM LEVY PURSUANT TO PA.R.Civ.P. 3119 AND 3121**

TO THE HONORABLE JUDGES OF SAID COURT:

AND NOW, comes Defendant Kristi K. Gregory by her attorney, John Sughrue and requests the Court to forthwith enter an emergency Order and subsequently a permanent Order staying, pursuant to Pa.R.Civ.P. 3121, execution of real estate in the above-captioned matter and in support thereof represents the following:

1. The Defendant, Kristi K. Gregory, is an adult individual who presently resides at 301 South Franklin Street, Red Lion, PA 17356.
2. The Plaintiff, Richard T. Hughes is an adult individual who resides at Clearfield, Clearfield County, Pennsylvania and is represented in this matter by his attorney, Peter F. Smith.
3. A true and correct copy of the docket entries entered in this matter as of the filing of this Petition are attached hereto and incorporated herein by reference.
4. On or about December 30, 2004, Plaintiff confessed judgment against Defendant in the amount of \$12,750.00.

5. On April 22, 2005, Plaintiff filed a Praecipe for Writ of Execution upon the confessed judgment causing the Prothonotary to issue a Writ of Execution against the Defendant and her real property located in Huston Township, Clearfield County, Pennsylvania.

6. In accordance with said Writ, the Sheriff of Clearfield County, Pennsylvania, levied upon real property of the Defendant located on Laurel Run Road, Huston Township, Clearfield County, Pennsylvania consisting of approximately 1.3 acres improved with a modern residential dwelling and having a value of no less than \$100,000.00. Said property is hereinafter referred to as, "property".

7. The Sheriff has scheduled the property to be sold on September 2, 2005.

8. Defendant desires to avoid having her property sold and to eliminate the incurring of any additional Sheriff costs or other costs of sale.

9. The Plaintiff and the Defendant are unable to agree as to the proper amount due Plaintiff.

10. To that end, Defendant is ready, willing and able to pay such sums as are properly due the Plaintiff in this matter and to secure the same, Defendant has deposited with her attorney certified funds in an amount of \$18,000.00.

11. In particular, Plaintiff has indicated a satisfaction figure of \$16,747.93 as of July 12, 2005, plus an additional per diem of \$2.10 until payment plus any costs assessed or expended by the Court and/or the Sheriff since that date which were not included in that original computation. Accordingly, Plaintiff's computation requires approximately \$17,255.00 to satisfy this judgment.

12. In contrast, Defendant believes that no more is due to satisfy the judgment than the amount of the judgment, \$12,750.00 plus six (6%) percent interest from December 30, 2004, to date

of payment plus costs currently estimated at about \$1,000.00. Accordingly, Defendant estimates the costs of satisfying said judgment at no more than \$14,260.00, as of the filing of this Petition.

13. It is impossible to reconcile Plaintiff's computation of amount due from documents of record.

14. The Sheriff provides an estimate to satisfy said judgment as of the filing of this Petition at \$971.00.

15. After discussion, the Plaintiff, Defendant and the Sheriff are unable to agree as to the amount that is properly due to satisfy judgment, interest and costs in the above-captioned matter.

16. With the filing of this Petition, John Sughrue, Defendant's lawyer, hereby certifies to the Plaintiff and this Court that certified collected funds of \$18,000.00 are on deposit in his IOLTA Trust Account at Clearfield Bank & Trust Company, Clearfield, Pennsylvania.

17. Defendant suggests to the Court that in view of the funds provided to secure the amount ultimately determined to be due:

a) the Sheriff's Sale scheduled for September 2, 2005, should be stayed pursuant to Rule 3121 in order to avoid the incurring of needless additional costs and unnecessary additional work for the Sheriff; and,

b) that the property should be released from levy pursuant to Rule 3119.

18. Defendant is willing to direct her attorney to deposit the aforesaid funds with the Prothonotary or Sheriff of Clearfield County, as the Court directs to secure payment of the funds ultimately determined to be due Plaintiff.

19. Staying or terminating the Sheriff's Sale of the property and releasing the property from levy will not prejudice the Plaintiff for the reason that his debt is secured as aforesaid.

20. Under the facts and circumstances of this case, it is appropriate and proper that the Court determine the amount due to satisfy Plaintiff's lien.

21. On August 19, 2005, by phone and letter, Defendant's attorney advised Plaintiff's counsel of the receipt of said funds and requested an agreement to stay the sale pending determination by the Court of the amount due. Plaintiff's counsel was not in his office on August 19, 2005. Plaintiff's counsel is expected to return to his office and be available on August 22, 2005.

22. On August 23 2005, defense counsel gave written notice to Plaintiff's counsel of his intention to file this Petition and the attached Preliminary Order and to present it to the Court on August 23, 2005, and hereby certifies the same pursuant to local rules.

23. After discussion on August 22, 2005, counsel for the parties have been unable to reach an agreement on the issues raised herein.

24. Defense counsel has given Plaintiff's counsel a copy of this Petition and written notice that he would seek an immediate Order from the Court staying the Sheriff's Sale pending consideration of this Petition or, in the alternative, seek an immediate hearing on the Petition prior to the scheduled September 2, 2005, sale.

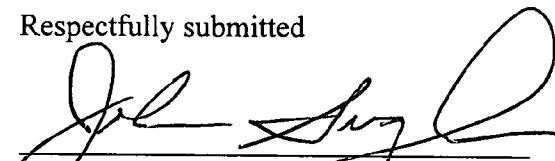
25. Defendant requests an immediate temporary Order staying the September 2, 2005, Sheriff's Sale of the property in order to avoid unnecessarily incurring additional costs and because the Sale is not necessary to assure Plaintiff payment of his judgment.

26. Failure to issue an immediate temporary Order or to hold a hearing on the within issues immediately and prior to September 2, 2005, will cause irreparable harm to the Defendant; in particular, the sale and possible loss of a \$100,000.00 residential property for a lien that is no greater than \$18,000.00.

WHEREFORE, Defendant by her attorney respectfully moves this Honorable Court to do the following:

- a) Immediately enter a temporary Order staying the sale of the property in the above-captioned matter scheduled for September 2, 2005 pending further order of this Court and to direct the Sheriff to provide to the Court, Sheriff's costs and court costs due as of said stay;
- b) Enter an immediate Order scheduling an emergency hearing on the issues raised herein for a date and time prior to September 2, 2005;
- c) Release the property from the Writ of Execution and levy;
- d) Issue a Rule directed to the Plaintiff to show cause why the prayer of this Petition should not be granted;
- e) Schedule a hearing on the merits of the issues raised in the foregoing Petition;
- f) Determine the amount due the Plaintiff in satisfaction of his judgment lien, direct that the Defendant pay the same forthwith and direct the Plaintiff upon receipt of said sum to mark the judgment satisfied; and
- g) Enter such other Orders and relief as the Court may deem appropriate under the facts and circumstances of this case.

Respectfully submitted



John Sughrue, Attorney for Defendant



Date: 8/22/2005

Time: 01:51 PM

Page 1 of 2

Clearfield County Court of Common Pleas

Complete Case History

Case: 2004-02039-CD

User: BILLSHAW

Richard T. Hughes vs. Kristi K. Gregory, etal.

Filed: 12/30/2004

Subtype: Judgment

Physical File: Y

Appealed: N

Comment:

Register of Actions

|            |   |           |
|------------|---|-----------|
| 12/30/2004 | New Case Filed.   | No Judge, |
|            | Filing: Civil Complaint Paid by: Smith,<br>Peter F. (attorney for Hughes, Richard T.)<br>Receipt number: 1892877 Dated:<br>12/30/2004 Amount: \$85.00 (Check) 2<br>CC to Shff. 1 CC to Atty.  | No Judge, |
|            | Confession of Judgment filed by Atty.<br>Smith. Stmt. of Judg. to Atty. No cc.  | No Judge, |
|            | Certificate of Address filed by Atty. Smith.<br>No cc.  | No Judge, |
| 3/17/2005  | Sheriff Return, Complaint To Confess<br>Judgment served on Defendant(s). So<br>Answers, Chester A. Hawkins, Sheriff by<br>s/Marilyn Hamm  | No Judge, |
| 4/22/2005  | Filing: Praecipe For Writ of Execution<br>upon a Confessed Judgment, Against<br>Kristi K. Gregory a/k/a Kristi Gregory Paid<br>by: Smith, Peter F. (attorney for Hughes,<br>Richard T.) Receipt number: 1899930<br>Dated: 04/22/2005 Amount: \$20.00<br>(Check)<br>Judgment Amount: \$12,750.00<br>1CC & 6 Writs to Shff          | No Judge, |
|            | Affidavit Pursuant to Rule 3129, filed by s/<br>Peter F. Smith, Esquire. No CC  | No Judge, |
|            | Certificate Of Address, filed by s/ Peter F.<br>Smith, Esquire. No CC   | No Judge, |
| 6/22/2005  | Notice Under Rule 2958.2 of Judgment<br>and Execution Thereon, filed by s/ Peter F.<br>Smith, Esquire. 1CC Atty. P. Smith   | No Judge, |
| 7/27/2005  | Praecipe, Please issue 2 additional Writs<br>of Execution in this matter and deliver<br>them to the Clfd. Co. Sheriff for service on<br>these individuals (Mr & Mrs. Quick, with<br>mailing address of R.R. 1 Box 169D Laurel<br>Run Road, Penfield) filed by s/ Peter F.<br>Smith, Esquire. 2 Writs to Shff (dated<br>7/27/2005) | No Judge, |
|            | Amended Affidavit Pursuant To Rule 3129,<br>filed by s/ Peter F. Smith, Esquire. No CC  | No Judge, |
| 8/9/2005   | Certificate of Service, filed. Sent by<br>certified mail and by first class mail on July<br>29, 2005 upon Kristi K. Gregory a/k/a Kristi<br>Gregory, Richard T. Hughes and Mr and<br>Mrs Quick filed by s/ Peter F. Smith. No<br>CC.  | No Judge, |
| 8/11/2005  | Supplement to 3129 Affidavit, filed by s/<br>Peter F. Smith, Esquire. No CC   | No Judge, |

Date: 8/22/2005

Time: 01:51 PM

Page 2 of 2

**Clearfield County Court of Common Pleas**

Complete Case History

Case: 2004-02039-CD

User: BILLSHAW

**Richard T. Hughes vs. Kristi K. Gregory, etal.**

**Register of Actions**

|           |  |           |
|-----------|--|-----------|
| 8/16/2005 | Praecipe for Appearance, filed. Enter my<br>apperance on behalf of only Kristi K.<br>Gregory, a/k/a Krist Gregory, defendant in<br>the above-captioned matter. Direct all<br>pleadings and matters concerning the<br>foregoing to the undersigned, filed by s/<br>John Sughrue Esquire. 1CC Atty<br>Sughrue. | No Judge, |
|-----------|--|-----------|

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

A handwritten signature in black ink, appearing to be 'W. All' or similar, written in a cursive style.

VERIFICATION

I, KRISTI K. GREGORY Defendant, verify that the statements made in the foregoing Petition are true and correct to the best of my knowledge, information 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.

Date: 8/22

Kristi K. Gregory  
Kristi K. Gregory

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

RICHARD T. HUGHES, Individually, :  
Plaintiff, :

vs. :

No. 2004-2039-CD

KRISTI K. GREGORY a/k/a KRIST :  
GREGORY and RUSSELL GREGORY :  
a/k/a RUSSELL L. GREGORY, :  
Defendants :

**CERTIFICATE OF SERVICE**

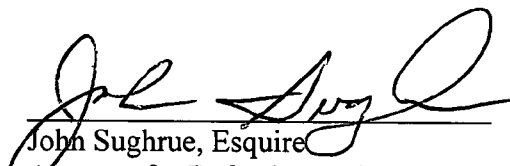
I, John Sughrue, attorney for Defendant Kristi K. Gregory, hereby certify that I caused a copy of the Petition for Stay of Execution and Release Property From Levy Pursuant to PA.R.Civ.P. 3119 and 3121, to be served on the following parties by personal hand delivery:

Peter F. Smith, Esquire  
Attorney for Plaintiff Richard T. Hughes  
30 South Second Street  
Clearfield, PA 16830

Chester Hawkins, Sheriff  
Clearfield County Courthouse  
Clearfield, PA 16830

David Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830

Said service was made this 23rd day of August, 2005.

  
John Sughrue, Esquire  
Attorney for Defendant Kristi K. Gregory  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1704

CA

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

RICHARD T. HUGHES, Individually, :  
Plaintiff, :

vs. :

No. 2004-2039-CD

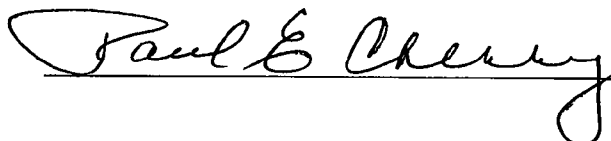
KRISTI K. GREGORY a/k/a KRIST :  
GREGORY and RUSSELL GREGORY :  
a/k/a RUSSELL L. GREGORY, :  
Defendants :

**SCHEDULING ORDER**

AND NOW this 25<sup>th</sup> day of August, 2005, upon consideration of Petition filed by Defendant Kristi K. Gregory for an Emergency Order staying Sheriff's Sale of real property on September 2, 2005, in satisfaction of an outstanding Writ of Execution, it appearing to the Court that Plaintiff is represented by Peter F. Smith, Esquire, and Petitioner by John Sughrue, Esquire, and that the request for an Emergency Order should be considered forthwith.

NOW, THEREFORE, argument/hearing on the request for an emergency stay is hereby scheduled for the 29 day of August, 2005, at 9:30 o'clock A.m. at Courtroom # 2. Defense counsel shall give immediate notice by hand delivery of this Scheduling Order to Plaintiff's counsel.

BY THE COURT:



**FILED**

01 1:00 PM  
AUG 25 2005

William A. Shaw  
Prothonotary/Clerk of Courts

2cc  
Atty Sughrue

1cc Shff

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

RICHARD T. HUGHES, Individually, :  
Plaintiff, :

vs. :

No. 2004-2039-CD

KRISTI K. GREGORY a/k/a KRIST :  
GREGORY and RUSSELL GREGORY :  
a/k/a RUSSELL L. GREGORY, :  
Defendants :

**PRELIMINARY ORDER**

AND NOW this \_\_\_\_ day of August, 2005, upon consideration of the Petition to Stay Execution of Sheriff's Sale scheduled for September 2, 2005, in the above-captioned matter, filed by Defendant Kristi K. Gregory, it appearing to the Court that there are legal and/or equitable grounds for granting said relief, that such sums as are due the Plaintiff are otherwise secured and the certification of Defense Counsel that notice of the filing and presentation of this Petition was given to Plaintiff's counsel by delivery of the same to Plaintiff's counsel prior to the filing thereof.

NOW, THEREFORE, it is Ordered as follows:

1. Execution and sale of real property located in Huston Township, Clearfield County, Pennsylvania, owned by Defendant Kristi K. Gregory presently scheduled for September 2, 2005, on Writ of Execution to satisfy judgment entered in the above-captioned matter shall be and is hereby temporarily stayed until further Order of Court;

2. The Sheriff of Clearfield County is directed to cancel the Sale of said property scheduled for September 2, 2005, forthwith and to provide the court and counsel in this case with an accounting of all costs and expenses due as of the date of the stay and including such additional costs as may be assessed by the Sheriff to return the Writ to the Prothonotary;

3. John Sughrue, attorney for Defendant, is directed to hold Defendant's funds in the amount of Eighteen Thousand (\$18,000.00) Dollars to secure the amount due Plaintiff until further Order of Court;

4. This Order of stay is temporary pending further argument and consideration by the Court;

5. Argument on the prayer of this Petition as to whether or not said stay should be permanent and the property released from levy shall be held on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, at \_\_\_\_\_ o'clock \_\_\_\_\_ m. in Courtroom # \_\_\_\_\_, Clearfield County Courthouse;

6. A Rule shall be and is hereby issued directed to the Plaintiff to show cause, if any, why the prayer of this Petition should not be granted and hearing on the merits conducted. This Rule is returnable for answer 20 days from the date of service of the Rule.

**NOTICE**

A petition or motion has been filed against you in Court. If you wish to defend against the claims set forth in the following petition, you must do so by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so, the case may proceed without you and an order for relief requested by the Petitioner or Movant. You may lose rights important to you.

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

Court Administrator's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 32

BY THE COURT:

---

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

RICHARD T. HUGHES, Individually, :  
Plaintiff, :

vs. :

No. 2004-2039-CD

KRISTI K. GREGORY a/k/a KRIST :  
GREGORY and RUSSELL GREGORY :  
a/k/a RUSSELL L. GREGORY, :  
Defendants :

**EMERGENCY ORDER**

AND NOW this \_\_\_\_ day of August, 2005, upon consideration of the Petition to Stay Execution of Sheriff's Sale scheduled for September 2, 2005, in the above-captioned matter, filed by Defendant Kristi K. Gregory, it appearing to the Court that there may be legal and/or equitable grounds for granting said relief, that such sums as are due the Plaintiff are otherwise secured and the certification of Defense Counsel that notice of the filing and presentation of this Petition was given to Plaintiff's counsel by delivery of the same to Plaintiff's counsel prior to the filing thereof.

NOW, THEREFORE, it is Ordered as follows:

1. Execution and sale of real property located in Huston Township, Clearfield County, Pennsylvania, owned by Defendant Kristi K. Gregory presently scheduled for September 2, 2005, on Writ of Execution to satisfy judgment entered in the above-captioned matter shall be and is hereby temporarily stayed until further Order of Court;

2. The Sheriff of Clearfield County is directed to cancel the Sale of said property scheduled for September 2, 2005, forthwith and to provide the court and counsel in this case with an accounting of all costs and expenses due as of the date of the stay and including such additional costs as may be assessed by the Sheriff to return the Writ to the Prothonotary; and,



3. John Sughrue, attorney for Defendant, is directed to hold Defendant's funds in the amount of Eighteen Thousand (\$18,000.00) Dollars to secure the amount due Plaintiff until further Order of Court.

BY THE COURT:

---

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

RICHARD T. HUGHES, Individually,  
Plaintiff,

vs.

KRISTI K. GREGORY a/k/a KRIST  
GREGORY and RUSSELL GREGORY  
a/k/a RUSSELL L. GREGORY,  
Defendants

No. 2004-2039-CD

SCHEDULING ORDER

AND NOW this \_\_\_\_ day of August, 2005, upon consideration of Petition filed by Defendant Kristi K. Gregory for an Emergency Order staying Sheriff's Sale of real property on September 2, 2005, in satisfaction of an outstanding Writ of Execution, it appearing to the Court that Plaintiff is represented by Peter F. Smith, Esquire, and Petitioner by John Sughrue, Esquire, and that the request for an Emergency Order should be considered forthwith.

NOW, THEREFORE, argument/hearing on the request for an emergency stay is hereby scheduled for the \_\_\_\_ day of August, 2005, at \_\_\_\_ o'clock \_\_\_\_ m. at Courtroom # \_\_\_\_.

Defense counsel shall give immediate notice by hand delivery of this Scheduling Order to Plaintiff's counsel.

BY THE COURT:

3 proposed  
orders.  
1150.37  
+ 290 am

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

RICHARD T. HUGHES, Individually, :  
Plaintiff, :

vs. :

No. 2004-2039-CD

KRISTI K. GREGORY a/k/a KRIST :  
GREGORY and RUSSELL GREGORY :  
a/k/a RUSSELL L. GREGORY, :  
Defendants :

**EMERGENCY ORDER**

AND NOW this \_\_\_\_ day of August, 2005, upon consideration of the Petition to Stay Execution of Sheriff's Sale scheduled for September 2, 2005, in the above-captioned matter, filed by Defendant Kristi K. Gregory, it appearing to the Court that there may be legal and/or equitable grounds for granting said relief, that such sums as are due the Plaintiff are otherwise secured and the certification of Defense Counsel that notice of the filing and presentation of this Petition was given to Plaintiff's counsel by delivery of the same to Plaintiff's counsel prior to the filing thereof.

NOW, THEREFORE, it is Ordered as follows:

1. Execution and sale of real property located in Huston Township, Clearfield County, Pennsylvania, owned by Defendant Kristi K. Gregory presently scheduled for September 2, 2005, on Writ of Execution to satisfy judgment entered in the above-captioned matter shall be and is hereby temporarily stayed until further Order of Court;

2. The Sheriff of Clearfield County is directed to cancel the Sale of said property scheduled for September 2, 2005, forthwith and to provide the court and counsel in this case with an accounting of all costs and expenses due as of the date of the stay and including such additional costs as may be assessed by the Sheriff to return the Writ to the Prothonotary; and,

3. John Sughrue, attorney for Defendant, is directed to hold Defendant's funds in the amount of Eighteen Thousand (\$18,000.00) Dollars to secure the amount due Plaintiff until further Order of Court.

BY THE COURT:

---

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

RICHARD T. HUGHES, Individually, :  
Plaintiff, :

vs. :

No. 2004-2039-CD

KRISTI K. GREGORY a/k/a KRIST :  
GREGORY and RUSSELL GREGORY :  
a/k/a RUSSELL L. GREGORY, :  
Defendants :

**PRELIMINARY ORDER**

AND NOW this \_\_\_\_ day of August, 2005, upon consideration of the Petition to Stay Execution of Sheriff's Sale scheduled for September 2, 2005, in the above-captioned matter, filed by Defendant Kristi K. Gregory, it appearing to the Court that there are legal and/or equitable grounds for granting said relief, that such sums as are due the Plaintiff are otherwise secured and the certification of Defense Counsel that notice of the filing and presentation of this Petition was given to Plaintiff's counsel by delivery of the same to Plaintiff's counsel prior to the filing thereof.

NOW, THEREFORE, it is Ordered as follows:

1. Execution and sale of real property located in Huston Township, Clearfield County, Pennsylvania, owned by Defendant Kristi K. Gregory presently scheduled for September 2, 2005, on Writ of Execution to satisfy judgment entered in the above-captioned matter shall be and is hereby temporarily stayed until further Order of Court;

2. The Sheriff of Clearfield County is directed to cancel the Sale of said property scheduled for September 2, 2005, forthwith and to provide the court and counsel in this case with an accounting of all costs and expenses due as of the date of the stay and including such additional costs as may be assessed by the Sheriff to return the Writ to the Prothonotary;

3. John Sughrue, attorney for Defendant, is directed to hold Defendant's funds in the amount of Eighteen Thousand (\$18,000.00) Dollars to secure the amount due Plaintiff until further Order of Court;

4. This Order of stay is temporary pending further argument and consideration by the Court;

5. Argument on the prayer of this Petition as to whether or not said stay should be permanent and the property released from levy shall be held on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, at \_\_\_\_\_ o'clock \_\_\_\_\_.m. in Courtroom #\_\_\_\_\_, Clearfield County Courthouse;

6. A Rule shall be and is hereby issued directed to the Plaintiff to show cause, if any, why the prayer of this Petition should not be granted and hearing on the merits conducted. This Rule is returnable for answer 20 days from the date of service of the Rule.

#### **NOTICE**

A petition or motion has been filed against you in Court. If you wish to defend against the claims set forth in the following petition, you must do so by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so, the case may proceed without you and an order for relief requested by the Petitioner or Movant. You may lose rights important to you.

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

Court Administrator's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 32

BY THE COURT:

---

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

RICHARD T. HUGHES,  
Individually,

Plaintiff

vs.

KRISTI K. GREGORY, a/k/a  
KRIST GREGORY and RUSSELL  
GREGORY, a/k/a RUSSELL L.  
GREGORY,

No. 2004-2039 - C.D.

Type of Pleading:

**ENTRY OF APPEARANCE**

Filed on Behalf of:  
RUSSELL GREGORY

Counsel of Record for  
This Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
PO Box 487  
DuBois, PA 15801  
814-371-7768

FILED <sup>no cc</sup>  
m/10:27/01  
AUG 30 2005  
William A. Shaw (m) <sup>Copy to CIA</sup>  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

RICHARD T. HUGHES,  
Individually,  
Plaintiff

vs.

No. 2004 - 2039 - C.D.


KRISTI K. GREGORY, a/k/a KRIST  
GREGORY and RUSSELL  
GREGORY, a/k/a RUSSELL L.  
GREGORY,  
Defendants

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendant,  
RUSSELL GREGORY, a/k/a RUSSELL L. GREGORY.

HANAK, GUIDO & TALADAY, by:

  
\_\_\_\_\_  
S. Casey Bowers  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801



**CERTIFICATE OF SERVICE**

I do hereby certify that on the 29<sup>th</sup> day of August, 2005, I mailed a copy of the within Entry of Appearance by first class mail, postage prepaid, to the following:

John Sughrue, Esq.  
23 North Second Street  
Clearfield, PA 16801



---

S. Casey Bowers

FILED

01:33 PM  
AUG 30 2005

William A. Shaw  
Prothonotary/Clerk of Courts

ice @  
Atty's  
Sughrue  
P. Smith  
Bowers

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

RICHARD T. HUGHES :  
VS. : NO. 04-2039-CD  
KRISTI K. GREGORY, et al :

O R D E R

NOW, this 29th day of August, 2005, this being the date set for hearing on Petition for Stay of Execution of Sheriff's Sale scheduled for September 2, 2005; upon presentation of the issues before the Court and agreement of the parties through their counsel, it is the ORDER of this Court that said sale be and is hereby cancelled.

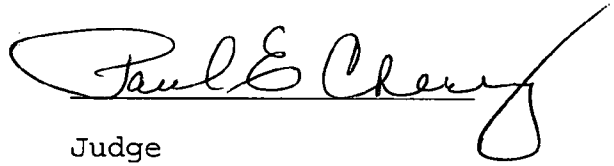
It is the further Order of this Court that John Sughrue, Esquire, shall pay, this date, on behalf of Defendant Kristi K. Gregory, the sum of Fourteen Thousand Five Hundred Five Dollars and Eleven (\$14,505.11) Cents to Peter Smith, Esquire, counsel for Plaintiff.

It is the further Order of this Court that John Sughrue, Esquire, shall pay, this date, on behalf of Defendant Kristi K. Gregory, sheriff's costs in the amount of One Thousand Four Hundred Fifteen Dollars and Forty-seven (\$1,415.47) Cents to the Clearfield County Sheriff's Department.

Upon receipt of all monies paid, Peter Smith,

Esquire, shall file appropriate discontinuance with the Prothonotary of Clearfield County and the Prothonotary shall mark the judgment satisfied.

BY THE COURT,

  
Judge

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

RICHARD T. HUGHES, Individually,  
Plaintiff,

vs.

No. 2004-2039-CD

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY  
a/k/a RUSSELL L. GREGORY,  
Defendants

**FILED**

013:4481  
OCT 28 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**RELEASE OF LIEN OF JUDGMENT**

KNOW ALL MEN BY THOSE PRESENTS, that Richard T. Hughes, the Plaintiff named in the above captioned judgment, at the request of the Defendant, Kristi Gregory, above named and for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, lawful money of the United States, to him paid by said Defendant, the receipt of which is hereby acknowledged, does by these presents forever acquit, exonerate, discharge and release from the lien and obligation of the above entitled judgment and from all suits, actions, executions, costs, damages and demands whatsoever, on account or by reason of said judgment, the property bounded and described as follows, to-wit:

ALL that certain parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF:**

BEGINNING at southeast corner of Leo P. Wise 25.45 acre tract in center of Laurel Run Road; thence along center of Laurel Run Road the following: South 73° 19' West 111.7 feet, South 79° 05' West 203.3 feet, and South 80° 36' W 74 feet; thence by residue of Wise tract North 9° 24' West 133 feet; thence along lot now or formerly of John Stefano North 79° 05' East 217.0 feet and North 8° 46' East 100.00 feet; thence along lot now or formerly of William Call North 75° 57' East 212.6 feet; thence along state land South 7° 56' West 243.2 feet to the place of beginning.

More particularly set forth in survey dated October 2005 prepared for Grantees by Bernard D. Houllion, Professional Land Surveyor, which is incorporated herein by reference.

**THE SECOND THEREOF:**

BEGINNING at a stake, said stake being approximately three hundred feet in a northerly direction from Laurel Run Road, along line of land of the Commonwealth of Pennsylvania, said stake also being the southeast corner of the land hereby conveyed; thence in a northeasterly direction along line of land of the Commonwealth of Pennsylvania two hundred fifteen (215) feet to a stake; thence along residue of land of prior grantors herein and in a northwesterly direction two hundred five (205) feet to a stake; thence continuing by land of prior grantors and in a southwesterly direction two hundred fifteen (215) feet to a stake; thence

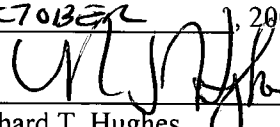
in a southeasterly direction two hundred five (205) feet to a stake at the place of beginning and being a rectangular parcel of land.

ALSO granting and conveying to the said Grantees, their heirs and assigns, the free and uninterrupted use, liberty, and privilege of passage in and along a certain strip of land ten (10) feet wide and approximately three hundred (300) feet in length, the eastern boundary of which is the line of land of the Commonwealth of Pennsylvania, said strip of land extending from Laurel Run Road to land herein above conveyed. TOGETHER with free ingress, egress, and regress to and for the said Grantors, their heirs and assigns, their tenants, occupiers or possessors of the above described ground contiguous to the said strip of land at all times and seasons forever hereafter in common with the said Grantors, their heirs and assigns, tenants, or occupiers of Grantors' land adjacent to the said strip of land.

BEING the same premises, which Russell L. Gregory, et ux by his deed dated February 14, 2000 and recorded in the Recorder's Office of Clearfield County, Pennsylvania on February 15, 2000 as Instrument No. 200002016, granted and conveyed unto Kristi K. Gregory, one of the Defendants herein.

AND IT IS FURTHER AGREED that the Plaintiff, above named, will not look to the above described premises, or any part thereof, for payment of any part of the principal and interest of said above captioned judgment, now or hereafter to become due, or in any way disturb or damage, the present, or any future owner or owners, occupier or occupiers of the said above described premises or any part or portion thereof, for or by reason of the said judgment or any matter, cause or thing, thence accruing or to arise; provided that nothing herein contained shall affect the said judgment or its legal validity so far as respects all other lands and tenements of the said Defendant which are not herein expressly released therefrom, or the Defendants', obligation to pay the underlying debt.

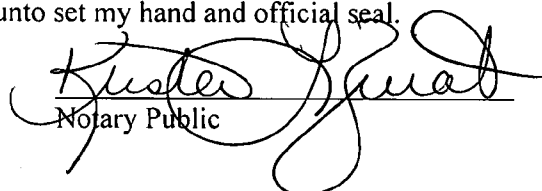
IN WITNESS WHEREOF, the Plaintiff, Richard T. Hughes, has set his hand and seal and duly acknowledged this instrument the 27 day of OCTOBER, 2005.

  
Richard T. Hughes, (SEAL)

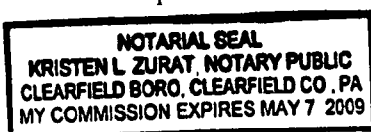
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

On this, the 27<sup>th</sup> day of October, 2005, before me, the undersigned authority, personally appeared Richard T. Hughes, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My commission expires:



FILED

OCT 28 2005

William A. Shaw  
Prothonotary/Clerk of Courts

NOTARIAL SEAL  
KRISTEN L. SURAT, NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD CO., PA  
MY COMMISSION EXPIRES MAY 7, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20151  
NO: 04-2039-CD

PLAINTIFF: RICHARD T. HUGHES

vs.  
DEFENDANT: KRISTI L. GREGORY A/K/A KRISTI GREGORY AND RUSSELL GREGORY A/K/A RUSSELL L. GREGORY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/22/2005

LEVY TAKEN 06/30/2005 @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/19/2006

DATE DEED FILED NOT SOLD

**FILED**  
01/19/2006  
JAN 20 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

08/02/2005 @ 9:15 AM SERVED RUSSELL GREGORY A/K/A RUSSELL L. GREGORY

SERVED RUSSELL GREGORY A/K/A RUSSELL L. GREGORY, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE 1 NORTH SECOND ST. SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RUSSELL GREGORY A/K/A RUSSELL L.

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

08/08/2005 @ 12:40 PM SERVED KRISTI K. GREGORY A/K/A KRISTI GREGORY

YORK COUNTY SHERIFF SERVED KRISTI K. GREGORY AT THE YORK COUNTY SHERIFF'S OFFICE BY HANDING TO KRISTI K. GREGORY A/K/A KRISTI GREGORY

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

08/02/2005 @ 3:00 PM SERVED GLENN QUICK

SERVED GLENN QUICK, DEFENDANT, AT HIS RESIDENCE RR #1, BOX 169D, LAUREL RUN ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KAREN QUICK, WIFE/DEFENDANT.

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

08/02/2005 @ 3:00 PM SERVED KAREN QUICK

SERVED KAREN QUICK, DEFENDANT, AT HER RESIDENCE RR#1, BOX 169D, LAUREL RUN ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KAREN QUICK

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

@ SERVED

NOW, AUGUST 29, 2005 I RECEIVED A PRACIPE TO DISCONTINUE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 2, 2005 AND RETURN THE WRIT TO THE PROTHONOTARY'S OFFICE. THERE WAS A SETTLEMENT OF \$13,255.11.

@ SERVED

NOW, JANUARY 19, 2006 RETURN THE WRIT TO SHERIFF'S OFFICE AS DISCONTINUED. NO SALE HELD.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20151  
NO: 04-2039-CD

PLAINTIFF: RICHARD T. HUGHES

vs.  
DEFENDANT: KRISTI L. GREGORY A/K/A KRISTI GREGORY AND RUSSELL GREGORY A/K/A RUSSELL L. GREGORY

Execution REAL ESTATE


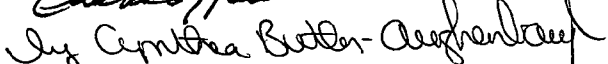
SHERIFF RETURN

---

SHERIFF HAWKINS \$528.23

SURCHARGE \$80.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff



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

|                                   |   |                  |
|-----------------------------------|---|------------------|
| RICHARD T. HUGHES,                | : |                  |
|                                   | : |                  |
| Plaintiff                         | : |                  |
|                                   | : | No. 2004-2039-CD |
| vs.                               | : |                  |
|                                   | : |                  |
| KRISTI K. GREGORY a/k/a KRISTI    | : |                  |
| GREGORY and RUSSELL GREGORY a/k/a | : |                  |
| RUSSELL L. GREGORY,               | : |                  |
| Defendants                        | : |                  |

**WRIT OF EXECUTION  
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also 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; and, (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 to prove your exemptions, you may lose some of your property.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

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

RICHARD T. HUGHES, :  
Plaintiff :  
 : No. 2004-2039-CD  
vs. :  
 :  
KRISTI K. GREGORY a/k/a KRISTI :  
GREGORY and RUSSELL GREGORY a/k/a :  
RUSSELL L. GREGORY, :  
Defendants :  
 :

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against **KRISTI K. GREGORY a/k/a KRISTI GREGORY**, Defendant:

1. You are directed to levy upon the real estate owned by **KRISTI K. GREGORY a/k/a KRISTI GREGORY**, Defendant, as follows and sell her interest therein:

**FIRST PARCEL**

This parcel of real estate consists of a one story house and garage on 1.25 acres, known as R.R. 1 Box 169D, Laurel Run Road, Penfield, Clearfield County Pennsylvania 15849, also identified by Clearfield County Tax Map No. 119-H03-71 and is more particularly described as follows:

**ALL** that certain parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at southeast corner of Leo P. Wise 25.45 acre tract in center of Laurel Run Road; thence along center of Laurel Run Road the following: South 73° 19' West 111.7 feet, South 79° 05' West 203.3 feet, and South 80° 36' West 74 feet; thence by residue of Wise tract North 9° 24' West 133 feet; thence along lot now or formerly of John Stefano North 79° 05' East 217.0 feet and North 8° 46' East 100.0 feet; thence along lot now or formerly of William Call North 75° 57' East 212.6 feet; thence along state land South 7° 56' West 243.2 feet to the place of beginning. Believed to contain 1.25 acres.

**SECOND PARCEL**

This parcel of real estate consists of one acre unimproved real estate located on Laurel Run Road, Penfield, Clearfield County, Pennsylvania 15849, also identified by Clearfield County

Tax Map No. 119-H03-58 and is more particularly described as follows:  
ALL that certain parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stake, said stake being approximately three hundred feet in a northerly direction from Laurel Run Road, along line of land of the Commonwealth of Pennsylvania, said stake also being the southeast corner of the land hereby conveyed; thence in a northeasterly direction along line of land of the Commonwealth of Pennsylvania two hundred fifteen (215) feet to a stake; thence along residue of land of prior grantors herein and in a northwesterly direction two hundred five (205) feet to a stake; thence continuing by land of prior grantors and in a southwesterly direction two hundred fifteen (215) feet to a stake; thence in a southeasterly direction two hundred five (205) feet to a stake at the place of beginning and being a rectangular parcel of land.

ALSO granting and conveying to the said Grantee, her heirs and assigns, the free and uninterrupted use, liberty, and privilege of passage in and along a certain strip of land ten (10) feet wide and approximately three hundred (300) feet in length, the eastern boundary of which is the line of land of the Commonwealth of Pennsylvania, said strip of land extending from Laurel Run Road to land herein above conveyed. TOGETHER with free ingress, egress, and regress to and for the said Grantors, their heirs and assigns, their tenants, occupiers or possessors of the above described ground contiguous to the said strip of land at all times and seasons forever hereafter in common with the said Grantors, their heirs and assigns, tenants, or occupiers of Grantors' land adjacent to the said strip of land.

BEING the same premises conveyed to Kristi K. Gregory by deed dated February 14, 2000 and recorded at Clearfield County Instrument Number 200002016.

2. Amounts due:

|    |                                  |             |
|----|----------------------------------|-------------|
| a) | Debt                             | \$12,750.00 |
| b) | Attorney fees                    | \$ _____    |
| c) | Court costs                      | \$ _____    |
| d) | Post judgment statutory interest | \$ _____    |

PRELIMINARY TOTAL \$12,750.00

FINAL TOTAL \$

125.00 Prothonotary costs

\_\_\_\_\_  
Prothonotary

By: \_\_\_\_\_

Deputy

Received April 22, 2005 @ 3:00 P.M.  
Chester A. Hunkins  
by Cynthia Butler-Stephen

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

RICHARD T. HUGHES,

Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,

Defendants

No. 2004-2039-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

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

(a) I desire that my \$300.00 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 \$300.00 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 hearing should be given to me at:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendant

**THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

## **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 retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law



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

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20151

TERM & NO. 04-2039-CD

RICHARD T. HUGHES

VS.

KRISTI L. GREGORY A/K/A KRISTI GREGORY AND RUSSELL GREGORY A/K/A RUSSELL L. GREGORY

DOCUMENTS TO BE SERVED:

NOTICE OF SALE

WRIT OF EXECUTION

COPY OF LEVY

NOTICE UNDER RULE 2958.2

**SERVE BY: ASAP**

**MAKE REFUND PAYABLE TO ATTY OFFICE PETER R. SMITH, ESQ.  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** KRISTI K. GREGORY A/K/A KRISTI GREGORY

**ADDRESS:** 104 N. FINDLAY STREET  
YORK, PA 17402-2303

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF YORK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, July 27, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

RECEIVED  
OFFICE OF THE SHERIFF  
CLEARFIELD, PA  
2005 JUL 29 P 1:29


COUNTY OF YORK  
**OFFICE OF THE SHERIFF**

45 N. GEORGE ST., YORK, PA 17401

SERVICE CALL  
(717) 771-9601

**SHERIFF SERVICE**  
**PROCESS RECEIPT and AFFIDAVIT OF RETURN**

**INSTRUCTIONS**  
**PLEASE TYPE ONLY LINE 1 THRU 12**  
**DO NOT DETACH ANY COPIES**

|   |   |   |
|---|---|---|
| 1. PLAINTIFF/S/<br>RICHARD T. HUGHES  |   | 2. COURT NUMBER<br>2004-2039-CD         |
| 3. DEFENDANT/S/<br>KRISTI K. GREGORY & RUSSELL GREGORY ETAL   |   | 4. TYPE OF WRIT OR COMPLAINT<br>R/E nos |
| <b>SERVE</b><br><br><b>AT</b>  | 5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED, OR SOLD<br>KRISTI GREGORY   |   |
|   | 6. ADDRESS (STREET OR RFO WITH BOX NUMBER, APT NO., CITY, BORO, TWP., STATE AND ZIP CODE)<br><del>104 N. FINDLAY ST. YORK, PA 17402</del> Moved to: 301 S. Franklin St. Red Lion PA |   |
| 7. INDICATE SERVICE: <input type="checkbox"/> PERSONAL <input type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> 1ST CLASS MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER |   |   |
| NOW _____, 20____, I, SHERIFF OF YORK COUNTY, PA, do hereby deputize the sheriff of _____ COUNTY to execute this Writ and make return thereof according to law. This deputization being made at the request and risk of the plaintiff, _____ SHERIFF OF YORK COUNTY           |   |   |
| 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.<br><br>OUT OF COUNTY<br>CLEARFIELD   |   |   |

ADVANCE FEE PD BY ATTY

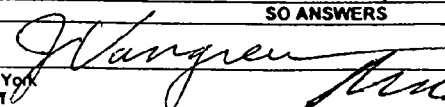
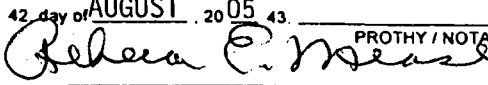
NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction, or removal of any property before sheriff's sale thereof.

|  |  |                                      |                           |
|--|--|--------------------------------------|---------------------------|
| 9. TYPE NAME and ADDRESS of ATTORNEY / ORIGINATOR and SIGNATURE<br>PETER F. SMITH, ESQ, 30 S. 2nd ST. PO BOX 130 CLEARFIELD, PA 16830        |  | 10. TELEPHONE NUMBER<br>814-765-5595 | 11. DATE FILED<br>4-22-05 |
| 12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed).<br>CLEARFIELD CO SHERIFF |  |                                      |                           |

**SPACE BELOW FOR USE OF THE SHERIFF - DO NOT WRITE BELOW THIS LINE**

|  |      |                               |  |
|--|------|-------------------------------|--|
| 13. I acknowledge receipt of the writ or complaint as indicated above.<br>R.A HRENS  |      | 14. DATE RECEIVED<br>7-29-05  | 15. Expiration/Hearing Date<br>8-12-05 |
| 16. HOW SERVED: PERSONAL <input checked="" type="checkbox"/> RESIDENCE ( ) POSTED ( ) POE ( ) SHERIFF'S OFFICE <input checked="" type="checkbox"/> OTHER ( ) SEE REMARKS BELOW |      |                               |  |
| 17. <input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, etc. named above. (See remarks below.)             |      |                               |  |
| 18. NAME AND TITLE OF INDIVIDUAL SERVED / LIST ADDRESS HERE IF NOT SHOWN ABOVE (Relationship to Defendant)<br>X <u>Y. Just Gregory</u>   |      | 19. Date of Service<br>8-8-05 | 20. Time of Service<br>1740 PM         |
| 21. ATTEMPTS   |      |                               |  |
| Date   | Time | Miles                         | Int.                                   |
| 8/5  | 1039 | 10                            | BS                                     |
| 22. REMARKS:   |      |                               |  |

|                             |                            |         |                     |             |                        |           |                    |             |                         |                                   |                          |                   |                   |                  |                               |                 |                                 |
|-----------------------------|----------------------------|---------|---------------------|-------------|------------------------|-----------|--------------------|-------------|-------------------------|-----------------------------------|--------------------------|-------------------|-------------------|------------------|-------------------------------|-----------------|---------------------------------|
| 23. Advance Costs<br>100.00 | 24. Service Costs<br>18.00 | 25. N/F | 26. Mileage<br>4.05 | 27. Postage | 28. Sub Total<br>22.05 | 29. Pound | 30. Notary<br>2.00 | 31. Surchg. | 32. Tot. Costs<br>24.05 | 33. Costs Over or Refund<br>75.95 | 34. Foreign County Costs | 35. Advance Costs | 36. Service Costs | 37. Notary Cert. | 38. Mileage/Postage/Not Found | 39. Total Costs | 40. Costs Due or Refund<br>1956 |
|-----------------------------|----------------------------|---------|---------------------|-------------|------------------------|-----------|--------------------|-------------|-------------------------|-----------------------------------|--------------------------|-------------------|-------------------|------------------|-------------------------------|-----------------|---------------------------------|

|   |  |   |                     |
|---|--|---|---------------------|
| 41. AFFIRMED and subscribed to before me this <u>19TH</u>   |  | <b>50 ANSWERS</b>   |                     |
| 42. day of <u>AUGUST</u> , 20 <u>05</u>   |  | 44. Signature of Dep. Sheriff<br> | 45. DATE<br>8-8-05  |
| PROTHY / NOTARY<br> |  | 46. Signature of York County Sheriff<br>WILLIAM M. HOSE, SHERIFF  | 47. DATE<br>8/19/05 |
| 48. Signature of Foreign County Sheriff   |  | 49. DATE  |                     |
| 50. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE |  | 51. DATE RECEIVED   |                     |

Member Pennsylvania Association of Notaries

PANARY - Sheriff's Office 4. BLUE - Sheriff's Office



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RUSSELL GREGORY A/K/A RUSSELL L. GREGORY

NO. 04-2039-CD

NOW, November 07, 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 Kristi L. Gregory A/K/A Kristi Gregory And Russell Gregory A/K/A Russell L. Gregory 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 \$13,255.11 and made the following appropriations, viz:

**SHERIFF COSTS:**

|                            |                 |
|----------------------------|-----------------|
| RDR                        | 15.00           |
| SERVICE                    | 15.00           |
| MILEAGE                    | 13.77           |
| LEVY                       | 15.00           |
| MILEAGE                    | 12.96           |
| POSTING                    | 15.00           |
| CSDS                       | 10.00           |
| COMMISSION                 | 265.10          |
| POSTAGE                    | 4.44            |
| HANDBILLS                  | 15.00           |
| DISTRIBUTION               | 25.00           |
| ADVERTISING                | 15.00           |
| ADD'L SERVICE              | 45.00           |
| DEED                       |                 |
| ADD'L POSTING              |                 |
| ADD'L MILEAGE              | 12.96           |
| ADD'L LEVY                 | 15.00           |
| BID AMOUNT                 | 13,255.11       |
| RETURNS/DEPUTIZE           | 9.00            |
| COPIES                     | 15.00           |
|                            | 5.00            |
| BILLING/PHONE/FAX          | 5.00            |
| CONTINUED SALES            |                 |
| MISCELLANEOUS              |                 |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$528.23</b> |

**DEED COSTS:**

|                         |               |
|-------------------------|---------------|
| ACKNOWLEDGEMENT         |               |
| REGISTER & RECORDER     |               |
| TRANSFER TAX 2%         | 0.00          |
| <b>TOTAL DEED COSTS</b> | <b>\$0.00</b> |

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                    |           |
|--------------------|-----------|
| DEBT-AMOUNT DUE    | 12,750.00 |
| 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      | 80.00  |
| SATISFACTION FEE         |        |
| ESCROW DEFICIENCY        |        |
| PROPERTY INSPECTIONS     |        |
| INTEREST                 | 505.11 |
| MISCELLANEOUS            |        |

|                                |                    |
|--------------------------------|--------------------|
| <b>TOTAL DEBT AND INTEREST</b> | <b>\$13,335.11</b> |
|--------------------------------|--------------------|

**COSTS:**

|                     |        |
|---------------------|--------|
| ADVERTISING         | 538.24 |
| TAXES - COLLECTOR   |        |
| TAXES - TAX CLAIM   |        |
| DUE                 |        |
| LIEN SEARCH         |        |
| ACKNOWLEDGEMENT     |        |
| DEED COSTS          | 0.00   |
| SHERIFF COSTS       | 528.23 |
| LEGAL JOURNAL COSTS | 144.00 |
| PROTHONOTARY        | 125.00 |
| MORTGAGE SEARCH     |        |
| MUNICIPAL LIEN      |        |

|                    |                   |
|--------------------|-------------------|
| <b>TOTAL COSTS</b> | <b>\$1,335.47</b> |
|--------------------|-------------------|

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

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

RICHARD T. HUGHES,

Plaintiff

vs.

KRISTI K. GREGORY a/k/a KRISTI  
GREGORY and RUSSELL GREGORY a/k/a  
RUSSELL L. GREGORY,

Defendants

No. 2004-2039-CD

**PRAECIPE TO DISCONTINUE**

To: Chester A. Hawkins, Clearfield County Sheriff

Dear Sir:

As counsel for Plaintiff in the above-captioned matter, I direct that the Sheriff Sale scheduled for September 2, 2005 be discontinued and that the Writ of Execution be returned to the Prothonotary's office. Please direct the Prothonotary to mark the judgment settled and discontinued.

Date: August 29, 2005



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

cc: John Sughrue, Attorney for Defendant