

06-371-CD

William Statterlee & Sons vs Larry A.
Kitchen al

2006-371-CD

William Statterlee vs Larry Kitchen et al

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

WILLIAM G. SATTERLEE :
& SONS, INC. :
Plaintiff :
vs. : NO. 06-371-CD
LARRY A. KITCHEN, t/a :
LARRY KITCHEN TRUCKING, :
Defendant :
TYPE OF PLEADING: Complaint
FILED ON BEHALF OF: Plaintiff
COUNSEL OF RECORD FOR
THIS PARTY:
Stanley P. DeGory
PA I.D. #34440
Bonya Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701
Ph. (724) 465-5535
Fax (724) 465-9685
e-mail: spd@bgdlawfirm.com

FILED pd \$85.00
m/2/12 am J ICC Shff
MAR 09 2006 No CC

William A. Shaw
Prothonotary

WILLIAM G. SATTERLEE & SONS, INC.,	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY PENNSYLVANIA
Plaintiff	:	:
vs.	:	NO. C.D. 2006
LARRY A. KITCHEN, t/a LARRY KITCHEN TRUCKING,	:	:
Defendant	:	

NOTICE

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER, 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.**

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

WILLIAM G. SATTERLEE & SONS, INC.,	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY PENNSYLVANIA
Plaintiff	:	:
vs.	:	NO. C.D. 2006
LARRY A. KITCHEN, t/a LARRY KITCHEN TRUCKING,	:	:
Defendant	:	

COMPLAINT

AND NOW, comes the Plaintiff, William G. Satterlee & Sons, Inc. ("Satterlee"), by and through its attorneys, Bonya Gazza & DeGory, LLP and Stanley P. DeGory, and files this Complaint for specific performance and money damages and avers as follows:

COUNT I – SPECIFIC PERFORMANCE

1. William G. Satterlee & Sons, Inc. is a Pennsylvania corporation with an address of 12475 Route 119 Highway North, Rochester Mills, Pennsylvania 15771.
2. Larry A. Kitchen is an individual with an address of 150 Westover Road, Westover, Pennsylvania 16692 ("Kitchen").
3. At all times relevant hereto Kitchen owned and operated a trucking business in Clearfield County, Pennsylvania.
4. Jurisdiction and venue in this court are proper.

5. Satterlee sold and delivered to Kitchen petroleum products.

6. The prices charged by Satterlee were the prices that Kitchen agreed to pay.

7. The balance due Satterlee as of February 28, 2006 on Kitchen's trade account was \$83,862.00, as set forth on Kitchen's Statement of Account, a true and correct copy of which is attached hereto as Exhibit "A."

8. Although repeatedly requested to do so by Satterlee, Kitchen has willfully failed and refused to pay the amount due to Satterlee.

9. As security for the debt owed by Kitchen to Satterlee, Kitchen granted to Satterlee a security interest in Collateral as set forth with particularity in a Security Agreement, dated November 18, 2005, a true and correct copy of which is attached hereto as Exhibit "B." The Collateral consists of one used Caterpillar 951 loader, VIN# 951 86J05396; one used Case 850 backhoe, VIN# JJG0007864; one used New Holland skid steer, VIN# 728772 and one used Tonko twenty-ton trailer, VIN# A20HS1180704.

10. Paragraph 9(e) of the Security Agreement provides that "upon the occurrence of any event of default, the debtor shall promptly upon demand by Satterlee, assemble the Collateral and make it available to Satterlee at a place or places to be designated by Satterlee. The right of Satterlee under this paragraph to have the Collateral assembled and made available to it is of the essence of this Security Agreement and Satterlee may at its election, enforce such right by an action in equity for injunctive relief or specific performance."

12. On February 6, 2006, counsel for Satterlee sent to Kitchen written notice of his default and a demand was made to assemble the Collateral for sale by Satterlee as set forth with particularity in a letter dated February 6, 2006, a true and correct copy of which is attached hereto as Exhibit "C."

13. Kitchen received the notice of default as set forth in the service return, a true and correct copy of which is attached hereto as Exhibit "D."

14. Kitchen failed to perform as required by the Security Agreement or to respond in any manner.

15. By letter dated February 15, 2006, Satterlee provided to Kitchen yet another notice of default and demand for performance under the Security Agreement, a true and correct copy of which is attached hereto as Exhibit "E."

16. Kitchen again failed to perform and/or respond to the letter, dated February 15, 2006.

17. Satterlee has the right to demand specific performance pursuant to the Security Agreement and 13 Pa.C.S.A. §9609.

WHEREFORE, Satterlee requests this Court to order specific performance of Kitchen's obligations as set forth in Paragraph 9(e) of the Security Agreement, requiring Kitchen to assemble the Collateral at his place of business for pick-up by Satterlee for

disposal at private sale and that all related documents of title, if any, be included therewith and executed in favor of Satterlee.

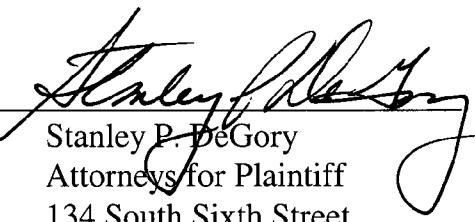
COUNT II – MONEY DAMAGES

18. Paragraphs 1 through 17 are incorporated by reference.
19. The balance due Satterlee as of February 28, 2006, on Kitchen's trade account was \$83,862.00 and financing charges continue to accrue.

WHEREFORE, Satterlee demands judgment against Kitchen in the amount of \$83,862.00 plus interest, plus costs and such other relief as the Court deems just and proper.

BONYA GAZZA & DeGORY, LLP

By


Stanley P. DeGory
Attorneys for Plaintiff
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

Date: March 7, 2006

CUST MAINTENANCE
SHOW MODE

RAKACU 2.0
2/28/2006

WGS CARDLOCK
Tuesday

Cust-Number.....	4154	KITCHENLARRY
1-NAME.....	KITCHEN, LARRY	
2-NAME TOO.....		
3-NAME BUS.....	LARRY KITCHEN TRUCKING	
4-NAME IND.....	1 name	
5-ADDRESS L1...	P O BOX 97	
6-ADDRESS L2...		
7-CITY-STATE...	WESTOVER, PA	
8-ZIP-CODE....	16692	
9-TELEPHONE#...	814-247-6368	
10-PHONE-WORK...		
11-PHONE-MOBILE	814-421-2231	
12-PHONE-FAX....		
13-LAST-BILLED..	02/15/2006	*OLD BALANCE* 83862.00
14-LAST-PAYMENT.	11/18/2005	34-CURRENT BAL..
15-Notes.....		35-OVER-30-BAL..
16-CREDIT CARD#.		36-OVER-60-BAL.. 2838.20
17- TYPE....		37-OVER-90-BAL.. 13726.07
18- EXP DATE.		38-OVER-120-BAL.. 64188.34
19- NAME.....		*BALANCE-DUE* 83862.00

{ENTER} next page (C) to change:
(PgUp) prev cust (PgDn) next cust (Esc) exit (Ctrl-N) Notes

TOTAL P.02

SECURITY AGREEMENT

Agreement, dated as of the 18TH day of NOVEMBER, 2005, by and between Larry Kitchen, t/a Larry Kitchen Trucking, of PO Box 97, Westover, Pennsylvania 16692, (the "Debtor"),

A
N
D

W.G. Satterlee & Sons, Inc., a Pennsylvania corporation, having an office at 12475 Route 119 Highway North, Rochester Mills, Pennsylvania 15771, ("Satterlee").

WITNESSETH:

WHEREAS, the Debtor and Satterlee have entered into an oral business agreement (the "Agreement"), pursuant to which Satterlee extended credit to the Debtor as set forth therein; and

WHEREAS, Satterlee may continue, but is not obligated, to extend credit to Debtor, (the "Debt") subject to the condition, among others, that Debtor grant to and create in favor of Satterlee a security interest which, is a first priority security interest in the Collateral (as hereinafter defined) pursuant to the terms and conditions as hereinafter provided except as otherwise specifically set forth herein.

NOW, THEREFORE, in consideration of the Debt, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, and in order to induce Satterlee to extend credit, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

Section 1. Definitions. In addition to the words and terms defined elsewhere in this Security Agreement:

(a) words and terms defined in the Agreement shall, unless the context hereof clearly requires otherwise, have the same meaning herein as therein provided; and

(b) the following words and terms shall have the following meanings, respectively, unless the context hereof clearly requires otherwise:

(i) "Code" shall mean the Uniform Commercial Code as in effect on the date of this Security Agreement and as amended from time to time, of the state or states having jurisdiction with respect to all or any portion of the Collateral from time to time.

(ii) "Collateral" shall mean one used Caterpillar 951 loader, VIN 951 86J05369, one used Case 580 backhoe, VIN JJG0007864, and one used New Holland skid steer, VIN 728772. One used Tonko twenty ton trailer, VIN A20HS1180704.

(iii) "Event of Default" shall mean (i) failure to pay Satterlee on demand that amount due on Debtor's account, or (ii) any default by the Debtor in the performance of its obligations under this Security Agreement.

(iv) "Liens" shall mean that as set forth in the Agreement.

(v) "Proceeds" shall have the meaning given to that term in the Code and shall include, without limitation, whatever is received when Collateral is sold, exchanged, collected or otherwise disposed of, whether cash or non-cash, and includes, without limitation, proceeds of insurance payable by reason of loss of or damage to Collateral.

(vi) "Security Agreement" shall mean this Security Agreement and all documents or annexes attached hereto or referred to herein, as any or all of the foregoing may be supplemented or amended from time to time.

Section 2. Security Interest. As security for the full and timely payment of the Debt and the performance of the obligations of the Debtor under this Security Agreement the Debtor agrees that Satterlee shall have, and the Debtor grants to and creates in favor of Satterlee, a Prior Security Interest in and to the Collateral as is now owned or acquired in replacement after the date of this Security Agreement by the Debtor. The security interest granted to Satterlee in this Security Agreement shall be a first priority security interest in the Collateral, prior and superior to the rights of all third parties in the Collateral existing on the date of this Security Agreement or arising after the date of this Security Agreement.

Section 3. Rights and Remedies of a Secured Party. In addition to all rights and remedies given to Satterlee by this Security Agreement, Satterlee shall have all of the rights and remedies of a secured party under the Code.

Section 4. Provisions Applicable to the Collateral. The parties agree that the following provisions shall be applicable to the Collateral:

(a) The Debtor covenants and agrees that, at all times during the term of this Security Agreement, the Debtor shall keep accurate and complete books and records concerning the Collateral that is now owned or acquired after the date of this Security Agreement by the Debtor, in accordance with generally accepted accounting principles (as such principles may change from time to time) applied on a consistent basis (except for changes in which any of Debtor's certified public accountants concur) at Debtor's principal business office.

(b) Satterlee or its representatives shall have the right at all times during regular business hours of the Debtor (or at any time if an Event of Default shall have occurred and shall be continuing) to examine and inspect the Collateral and to review the books and records of the Debtor concerning the Collateral that is now owned or acquired after the date of this Security Agreement by the Debtor and to copy the same and make excerpts therefrom.

(c) Except as may otherwise be provided in the Agreement, without the prior written consent of Satterlee, the Debtor shall not sell, lease or otherwise dispose of any Collateral owned by the Debtor.

(d) Promptly upon request of Satterlee from time to time, the Debtor shall furnish Satterlee with such information and documents regarding the Collateral at such times and in such form and detail as Satterlee may request.

(e) Debtor shall take such action, satisfactory to Satterlee including, without limitation, all action required by Section 6 hereof, as may be necessary to maintain at all times the priority of the security interest of Satterlee in the Collateral hereunder.

Section 5. [Reserved]

Section 6. Preservation and Protection of Security Interest. The Debtor represents and warrants that it has, and covenants and agrees that at all times during the term of this Security Agreement it will have, good and marketable title to the Collateral from time to time owned or acquired by it free and clear of all mortgages, pledges, liens, security interests, charges or other encumbrances, except those in favor of Satterlee, and shall defend the Collateral from time to time owned or acquired by it against the claims and demands of all persons, firms and entities whomsoever. The Debtor covenants and agrees that it shall not, without the prior written consent of Satterlee, (i) borrow against the Collateral or any portion of the Collateral from time to time owned or acquired by it from any other person, firm or entity except as may be otherwise permitted under the Agreement, (ii) grant or create or permit to attach or exist any mortgage, pledge, lien, charge or other encumbrances, or security interest on, of or in any of the Collateral or any portion of the Collateral from time to time owned or acquired by it except those in favor

of Satterlee, (iii) permit any levy or attachment to be made against the Collateral or any portion of the Collateral or (iv) permit any financing statements to be on file with respect to any of the Collateral, except financing statements in favor of Satterlee. The Debtor shall faithfully preserve and protect Satterlee's security interest in the Collateral and shall, at its own cost and expense, cause or assist Satterlee to cause that security interest to be perfected and continue perfected so long as the Debt or any portion of the Debt is outstanding, unpaid or executory. For purposes of the perfection of Satterlee's security interest in the Collateral in accordance with the requirements of this Security Agreement, the Debtor shall from time to time at the request of Satterlee file or record, or cause to be filed or recorded, such instruments, documents and notices, including assignments, financing statements and continuation statements, as Satterlee may deem necessary or advisable from time to time in order to perfect and continue perfected such security interest. The Debtor shall do all such other acts and things and shall execute and deliver all such other instruments and documents, including further security agreements, pledges, endorsements, assignments and notices, as Satterlee, in its discretion, may deem necessary or advisable from time to time in order to perfect and preserve the priority of such security interest as a first lien security interest in the Collateral prior to the rights of all third persons, firms and entities, except as may be otherwise provided in the Agreement. The Debtor irrevocably appoints Satterlee (and any of Satterlee's designated officers, employees and/or agents) as the attorney-in-fact of the Debtor to take such action as Satterlee may reasonably deem necessary from time to time to preserve, perfect and continue perfected Satterlee's security interest in the Collateral in accordance with the requirements of this Security Agreement including, but not limited to, signing or filing any financing statements or amendments to financing statements evidencing Satterlee's security interest in the Collateral for and on behalf of the Debtor. The Debtor agrees that a carbon, photographic or other reproduction of this Security Agreement or financing statement is sufficient as a financing statement and may be filed instead of the original.

Section 7. Insurance. Debtor shall maintain insurance on the Collateral as requested by Satterlee.

Section 8. Maintenance and Repair; Control. The Debtor shall maintain the Collateral, and every portion thereof, in good condition, repair and working order, reasonable wear and tear alone excepted, and shall pay and discharge all taxes, levies and other impositions assessed or levied thereon as well as the cost of repairs to or maintenance of the same.

Section 9. Events of Default and Remedies.

(a) If any one or more of the Events of Default shall occur or shall exist, Satterlee may then, or at any time thereafter, so long as such default shall continue, foreclose its lien or security interest in the Collateral in any way permitted by law, or upon ten (10) days prior written notice to the Debtor, sell any or all Collateral at private

sale at any time or place in one or more sales, at such price or prices and upon such terms, either for cash or on credit, as Satterlee, in its sole discretion, may elect, or sell any or all Collateral at public auction, either for cash or on credit, as Satterlee, in its sole discretion, may elect, and at any such sale, Satterlee may bid for and become the purchaser of any or all such Collateral. Pending any such action, Satterlee may liquidate the Collateral.

(b) If any one or more of the Events of Default shall occur or shall exist, Satterlee may then, or at any time thereafter, so long as such default shall continue, grant extensions to or adjust claims of, or make compromises or settlements with, debtors, guarantors or any other parties with respect to Collateral or any securities, guarantees or insurance applying thereon, without notice to or the consent of the Debtor, without affecting the Debtor's liability under this Security Agreement.

(c) If any one or more of the Events of Default shall occur or shall exist and be continuing, then in any such event, Satterlee shall have such additional rights and remedies in respect of the Collateral or any portion thereof as are provided by the Code and such other rights and remedies in respect thereof which it may have at law or in equity including, without limitation, the right to enter any premises where the Collateral is located and take possession and control thereof without demand or notice and without prior judicial hearing or legal proceedings, which the Debtor expressly waive.

(d) Satterlee shall apply the Proceeds of any sale or liquidation of the Collateral and, subject to Section 7, any Proceeds received by Satterlee from insurance, first to the payment of the reasonable costs and expenses incurred by Satterlee in connection with such sale or collection including, without limitation, reasonable attorneys' fees and legal expenses, second to the payment of the Debt, whether on account of principal or interest or otherwise as Satterlee in its sole discretion may elect, and then to pay the balance, if any, to the Debtor or as otherwise required by law. If such Proceeds are insufficient to pay the amounts required by law, the Debtor shall be liable for any deficiency.

(e) Upon the occurrence of any Event of Default, the Debtor shall promptly upon demand by Satterlee assemble the Collateral and make it available to Satterlee at a place or places to be designated by Satterlee. The right of Satterlee under this paragraph to have the Collateral assembled and made available to it is of the essence of this Security Agreement and Satterlee may, at its election, enforce such right by an action in equity for injunctive relief or specific performance.

Section 10. Continuing Validity of Obligations. The agreements and obligations of the Debtor hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of any Note or any other instrument or instruments now or hereafter evidencing the Debt or

any part thereof or any other agreement or agreements now or hereafter entered into by Satterlee and the Debtor pursuant to which the Debt or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations; without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Debt or any part thereof remains outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Debt in whole or in part, (ii) any extension of the time of payment of any Note or other instrument or instruments now or hereafter evidencing the Debt, or any part thereof, (iii) any compromise or settlement with respect to the Debt or any part thereof, or any forbearance or indulgence extended to the Debtor, (iv) any amendment to or modification of the terms of any Note or other instrument or instruments now or hereafter evidencing the Debt or any part thereof or of the Agreement or any other agreement or agreements now or hereafter entered into by the Satterlee and the Debtor or any Debtor pursuant to which the Debt or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Collateral or any other property or any security for the payment of the Debt or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against the Debtor, (vii) any dissolution, liquidation or termination of the Debtor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of the Debtor hereunder, would or might otherwise be released or discharged. The Debtor hereby waives notice of the acceptance of this Security Agreement by Satterlee.

Section 11. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment and performance in full of the Debt and notice that no further credit will be requested by Debtor, this Security Agreement shall terminate and be of no further force and effect and Satterlee shall thereupon terminate its security interest in the Collateral. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that, without the prior written consent of Satterlee, the Debtor may not assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate Satterlee to take any action whatsoever with respect to the Collateral or to incur expenses or perform or discharge any obligation, duty or disability of the Debtor.

Section 12. Miscellaneous.

(a) The provisions of this Security Agreement are intended to be severable. If any provision of this Security Agreement shall for any reason be held

invalid or unenforceable, in whole or in part, in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or unenforceability of such provision in any other jurisdiction or any other provision of this Security Agreement in any jurisdiction.

(b) No failure or delay on the part of Satterlee in exercising any right, remedy, power or privilege under this Security Agreement, shall operate as a waiver thereof or of any other right, remedy, power or privilege of Satterlee under this Security Agreement, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other right, remedy, power or privilege or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges of Satterlee under this Security Agreement, are cumulative and not exclusive of any rights or remedies which it may otherwise have.

(c) All notices, statements, requests and demands given to or made upon either party in accordance with the provisions of this Security Agreement shall be deemed to have been given or made when given or made as provided in the Agreement.

(d) The section headings contained in this Security Agreement are for reference purposes only and shall not control or affect its construction or interpretation in any respect.

(e) Unless the context otherwise requires, all terms used in this Security Agreement which are defined by the Code shall have the meanings stated in the Code.

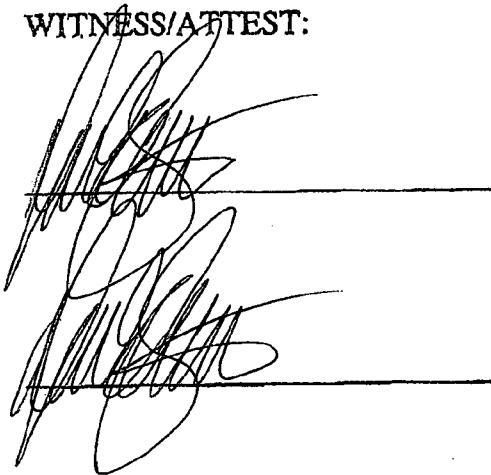
(f) The Code shall govern the settlement, perfection and the effect of attachment and perfection of Satterlee's security interest in the Collateral, and the rights, duties and obligations of Satterlee and the Debtor with respect to the Collateral. This Security Agreement shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and the execution and delivery of this Security Agreement and, to the extent not inconsistent with the preceding sentence, the terms and provisions of this Security Agreement shall be governed by and construed in accordance with the laws of that Commonwealth without regard to the principles of the conflicts of laws thereof.

(g) The Debtor consents to the exclusive jurisdiction and venue of the Court of Common Pleas of Indiana County, Pennsylvania in any action on, relating to or mentioning this Security Agreement.

[Signature Page Follows]

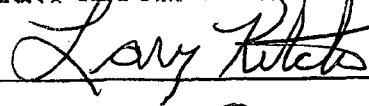
IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed and delivered this Security Agreement as of the day and year set forth at the beginning of this Security Agreement.

WITNESS/ATTEST:

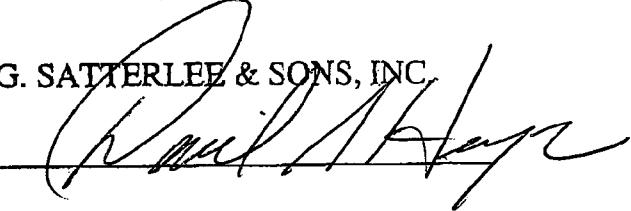


DEBTOR:

LARRY KITCHEN, t/a
LARRY KITCHEN TRUCKING

By 

W.G. SATTERLEE & SONS, INC.

By 

FILE COPY

BONYA GAZZA & DEGORY, LLP
ATTORNEYS AT LAW
134 SOUTH SIXTH STREET
INDIANA, PENNSYLVANIA 15701

JOHN A. BONYA
BEVERLY A. GAZZA
STANLEY P. DEGORY
NICHOLAS J. MIKESIC
DAVID M. ZIMMERMAN

February 6, 2006

TELEPHONE
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E-MAIL
cd@bgdlawfirm.com

Mr. Larry Kitchen
PO Box 97
Westover, PA 16692

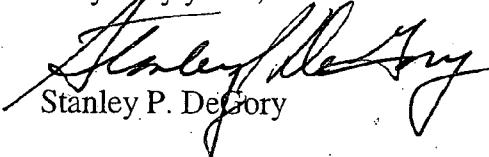
RE: W.G. Satterlee & Sons, Inc.

Dear Mr. Kitchen:

This letter is notice of an event of default due to your repeated failure to make payments as required to W.G. Satterlee & Sons, Inc. ("Satterlee") on your trade account. This letter is also Satterlee's demand pursuant to the Security Agreement, dated November 18, 2005, Paragraph 9 (e) that you assemble the Collateral, being (i) one Caterpillar 951 loader, VIN 951 86J05369, (ii) one used Case 580 backhoe, VIN JJG0007864, (iii) one used New Holland skid steer VIN 728772 and (iv) one used Tonko twenty-ton trailer VIN A20HS1180704 and make it available to Satterlee for sale pursuant to Paragraph 9(a). Satterlee designates its place of business at 12475 Route 119 Highway North, Rochester Mills, Pennsylvania 15771 as the place for the Collateral to be assembled. If you need assistance in moving the Collateral, please call Daniel Hauger.

Satterlee reserves all other remedies against you as set forth in the Security Agreement and intends to proceed as necessary to collect the entire amount of its debt and to exercise all of its available remedies under the Uniform Commercial Code.

Very truly yours,


Stanley P. DeGory

SPD:csd

cc: W.G. Satterlee & Sons, Inc.
certified mail #7003 1680 0000 3850 3224

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

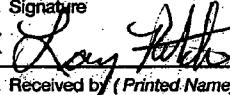
4	3224	3850	0000	1680	7003	3850	0000	3224	4
Postage \$.39									
Certified Fee 2.40									
Return Receipt Fee (Endorsement Required) 1.85									
Restricted Delivery Fee (Endorsement Required)									
Total Postage & Fees \$ 4.64									

PA Postmark
Help
FEB
8
2006

7003 Mr. Harry Kitchen
Street, Apt. No.;
or PO Box No. PO Box 97
City, State, ZIP+4 Westover, PA 16692

PS Form 3800, June 2002 See Reverse for Instructions

05-168(a)

<p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p>Mr. Harry Kitchen PO Box 97 Westover, PA 16692</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery 2-10-06</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7003 1680 0000 3850 3224</p>	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

BONYA GAZZA & DEGORY, LLP
ATTORNEYS AT LAW
134 SOUTH SIXTH STREET
INDIANA, PENNSYLVANIA 15701

FILE COPY

JOHN A. BONYA
BEVERLY A. GAZZA
STANLEY P. DEGORY
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DAVID M. ZIMMERMAN

February 15, 2006

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E-MAIL
cd@bgdlawfirm.com

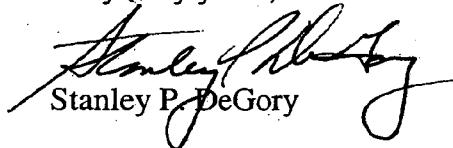
Mr. Larry Kitchen
PO Box 97
Westover, PA 16692

RE: W.G. Satterlee & Sons, Inc.

Dear Mr. Kitchen:

I am in receipt of the certified mail receipt indicating that you have received notice of the demand that you assemble the collateral on the Security Agreement for Sale by W.G. Satterlee & Sons, Inc. If you have not made arrangements to do this by the end of the business day on February 22, 2006, Satterlee will seek court intervention to require you to perform under the Security Agreement and will do so without further notice to you, except for service of the Complaint.

Very truly yours,


Stanley P. DeGory

SPD:csd
cc: W.G. Satterlee & Sons, Inc.

VERIFICATION

I, DANIEL R. HAUGER, *Assistant Sec* of William G. Satterlee & Sons, Inc., verify that the facts set forth in the foregoing Complaint 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.A. §4904 relating to unsworn falsification to authorities.



Daniel R. Hauger, *Assistant Sec*
William G. Satterlee & Sons, Inc.

Date: March 6, 2006

BONYA GAZZA & DEGORY, LLP
ATTORNEYS AT LAW
134 SOUTH SIXTH STREET
INDIANA, PENNSYLVANIA 15701

JOHN A. BONYA
BEVERLY A. GAZZA
STANLEY P. DEGORY
NICHOLAS J. MIKESIC
DAVID M. ZIMMERMAN

March 7, 2006

TELEPHONE
(724) 465-5535
TELECOPIER
(724) 465-9685
E-MAIL
cd@bgdlawfirm.com

William A. Shaw, Sr., Prothonotary
Prothonotary's Office
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

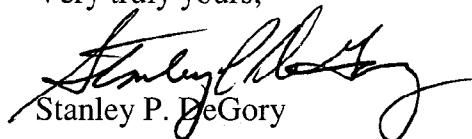
RE: *William G. Satterlee & Sons, Inc. v. Larry Kitchen*

Dear Mr. Shaw:

Enclosed for immediate filing are an original and one copy of a Complaint, along with a check in the amount of \$85.00 for the filing fee. Also enclosed is a check for the Sheriff in the amount of \$100 for the service fee. Please stamp the copy and deliver it and the check to the Sheriff for service.

Please call me if you have any questions.

Very truly yours,



Stanley P. DeGory

SPD:csd
Enclosures
cc: William G. Satterlee & Sons, Inc. (w/enc.)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101323
NO: 06-371-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: WILLIAM G. SATTERLEE & SONS, INC.
vs.
DEFENDANT: LARRY A. KITCHEN t/a LARRY KITCHEN TRUCKING

SHERIFF RETURN

NOW, March 22, 2006 AT 9:44 AM SERVED THE WITHIN COMPLAINT ON LARRY A. KITCHEN t/a LARRY KITCHEN TRUCKING DEFENDANT AT Mother's Residence: EAST BRIDGE ST., WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BERTHA KITCHEN, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
01/24/06
APR 20 2006
CS
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BONYA	49861	10.00
SHERIFF HAWKINS	BONYA	49861	77.13

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

*Chester A. Hawkins
by Marilyn Hamer*
Chester A. Hawkins
Sheriff

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

WILLIAM G. SATTERLEE,
& SONS, INC.,

Plaintiff

VS.

LARRY A. KITCHEN, t/a
LARRY KITCHEN TRUCKING,

Defendant

: NO. 06-371-CD
:
:
: Type of Case: Civil Action
:
:
: Type of Pleading:
:
: PRAECIPE FOR APPEARANCE
:
:
:
: Filed on Behalf of:
: Larry A. Kitchen, t/a Larry Kitchen
: Trucking, Defendant
:
: Counsel of Record for this
: Party:
:
: Ann B. Wood, Esquire
:
: Supreme Court No. 23364
:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
:
: (814) 765-5537
:
:
:
:

FILED 1cc
04/13/2006 Atty Wood
APR 27 2006
GR

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM G. SATTERLEE :
& SONS, INC., : No.06-371-CD

Plaintiff :

vs. :

LARRY A. KITCHEN, t/a :
LARRY KITCHEN TRUCKING, :

Defendant :

PRAECIPE FOR APPEARANCE

TO: William A. Shaw, Prothonotary, Clerk of Courts,

Please enter my appearance on behalf of the Defendant, LARRY A.
KITCHEN, t/a LARRY KITCHEN TRUCKING , in the above captioned case.

BELL, SILBERBLATT & WOOD
By

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendant

Date: 4-27-06

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

WILLIAM G. SATTERLEE,
& SONS, INC.,

Plaintiff

: NO. 06-371-CD

VS.

: Type of Case: Civil Action

LARRY A. KITCHEN, t/a
LARRY KITCHEN TRUCKING,

Defendant

: Type of Pleading:

: ANSWER AND NEW MATTER TO
COMPLAINT

: Filed on Behalf of:

: Larry A. Kitchen, t/a Larry Kitchen
Trucking, Defendant

: Counsel of Record for this
Party:

: Ann B. Wood, Esquire

: Supreme Court No. 23364

: Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

: (814) 765-5537

FILED
0352754
APR 27 2006
william A. Shaw
Prothonotary/Clerk of Courts

APR 27 2006
william A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM G. SATTERLEE & SONS, INC.,	:	No.06-371-CD
Plaintiff	:	
vs.	:	
LARRY A. KITCHEN, t/a LARRY KITCHEN TRUCKING,	:	
Defendant	:	

NOTICE TO PLEAD

TO: WILLIAM G. SATTERLEE, PLAINTIFF:

You are hereby notified to file a written response to the enclosed
New Matter within twenty (20) days from service hereof or a judgment may be
entered against you.

BELL, SILBERBLATT & WOOD
BY:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendant

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

WILLIAM G. SATTERLEE :
& SONS, INC., : No.06-371-CD
Plaintiff :
vs. :
LARRY A. KITCHEN, t/a :
LARRY KITCHEN TRUCKING, :
Defendant :

ANSWER AND NEW MATTER TO COMPLAINT

AND NOW comes the Defendant, Larry A. Kitchen, t/a/ Larry Kitchen
Trucking, by and through his attorney, Ann B. Wood, Esquire, and sets forth his
Answer to the Plaintiff's Complaint as follows:

COUNT I -SPECIFIC PERFORMANCE

1. Paragraph 1 of the Complaint is admitted.

2. Paragraph 2 of the Complaint is admitted.

3. Paragraph 3 of the Complaint is admitted.

4. Paragraph 4 of the Complaint is admitted.

5. Paragraph 5 of the Complaint is admitted.

6. Paragraph 6 of the Complaint is admitted.

7. Paragraph 7 of the Complaint is admitted.

8. Paragraph 8 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant has been in contact with the Plaintiff in relation to payment of the amount due.

9. Paragraph 9 of the Complaint is admitted.

10. Paragraph 10 of the Complaint is admitted insofar as the reference to Paragraph 9(e). The balance of the Paragraph being a legal conclusion, no further response is required.

11. There is no Paragraph 11 in the Complaint.

12. Paragraph 12 of the Complaint is admitted.

13. Paragraph 13 of the Complaint is admitted.

14. Paragraph 14 of the Complaint is admitted.

15. Paragraph 15 of the Complaint is admitted.

16. Paragraph 16 of the Complaint is admitted.

17. Paragraph 17 of the Complaint being a legal conclusion, no further response is required thereto.

WHEREFORE, Defendant requests the Honorable Court to refuse to order specific performance.

COUNT II - MONEY DAMAGES

18. The answers to Paragraphs 1 through 17 are incorporated herein by reference.

19. Paragraph 19 of the Complaint is admitted.

WHEREFORE, Defendant requests the Honorable Court to deny judgment to the Plaintiff at this time.

NEW MATTER

NOW COMES the Defendant, Larry A. Kitchen, t/a, Larry Kitchen Trucking, and sets forth his New Matter as follows:

20. On December 23, 2005, the Plaintiff entered a Consent Judgment in the Court of Common Pleas of Clearfield County to No.2005-1997-CD in the amount of Forty-Eight Thousand (\$48,000.00) Dollars.

21. That the amount represented by this Consent Judgment is included in the claim of the Plaintiff in this cause of action.

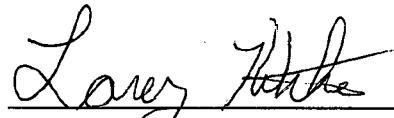
WHEREFORE, the Defendant would request the Honorable Court to set off any moneys owed under the existing Judgment from the claim of the Plaintiff herein.

BELL, SILBERBLATT & WOOD
BY:

Ann B. Wood
Ann B. Wood, Esquire
Attorney For Defendant

VERIFICATION

I, LARRY A. KITCHEN, t/a LARRY KITCHEN TRUCKING, state that the within statements in the foregoing ANSWER AND NEW MATTER TO COMPLAINT are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsifications to authorities.



LARRY A. KITCHEN, t/a LARRY KITCHEN
TRUCKING

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

WILLIAM G. SATTERLEE,
& SONS, INC.,

Plaintiff

VS.

LARRY A. KITCHEN, t/a
LARRY KITCHEN TRUCKING,

Defendant

: NO. 06-371-CD
:
:
: Type of Case: Civil Action
:
:
: Type of Pleading:
:
: CERTIFICATE OF SERVICE
:
:
:
: Filed on Behalf of:
: Larry A. Kitchen, t/a Larry Kitchen
: Trucking, Defendant
:
: Counsel of Record for this
: Party:
:
: Ann B. Wood, Esquire
:
: Supreme Court No. 23364
:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
:
: (814) 765-5537

FILED

APR 28 2006
6/11:25 AM
William A. Shaw
Prothonotary/Clerk of Courts

no 4c

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

WILLIAM G. SATTERLEE :
& SONS, INC., : No.06-371-CD

Plaintiff :

vs. :

LARRY A. KITCHEN, t/a :
LARRY KITCHEN TRUCKING, :

Defendant :

CERTIFICATE OF SERVICE

I hereby certify that Certified Copy of PRAECIPE FOR APPEARANCE and ANSWER AND NEW MATTER TO COMPLAINT with reference to the above captioned matter has been served upon the attorney for Plaintiff by mailing a true and correct copy of same to him by United States First Class Mail, postage prepaid, addressed as follows on April 28, 2006 :

Stanley P. DeGory, Esquire
BONYA GAZZA & DeGORY, LLP
134 South Sixth Street
Indiana, PA 15701

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendant

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

WILLIAM G. SATTERLEE :
& SONS, INC. :
Plaintiff :
vs. : NO. 2006 - 00371 CD
LARRY A. KITCHEN, t/a :
LARRY KITCHEN TRUCKING, :
Defendant :
: TYPE OF PLEADING: Reply to
: New Matter
: :
: FILED ON BEHALF OF: Plaintiff
: :
: COUNSEL OF RECORD FOR
: THIS PARTY:
: :
: Stanley P. DeGory
: PA I.D. #34440
: Bonya Gazza & DeGory, LLP
: 134 South Sixth Street
: Indiana, PA 15701
: Ph. (724) 465-5535
: Fax (724) 465-9685
: e-mail: spd@bgdlawfirm.com
: :
: COUNSEL OF RECORD FOR
: ADVERSE PARTY:
: :
: Ann B. Wood, Esquire

FILED *No CC*
11:06 AM
MAY 05 2006 *JF*

William A. Shaw
Prothonotary/Clerk of Courts

WILLIAM G. SATTERLEE & SONS, INC.,	: IN THE COURT OF COMMON PLEAS
	: CLEARFIELD COUNTY
	: PENNSYLVANIA
Plaintiff	:
	:
vs.	: NO. 2006 - 00371-CD
LARRY A. KITCHEN, t/a	:
LARRY KITCHEN TRUCKING,	:
	:
Defendant	:

REPLY TO NEW MATTER

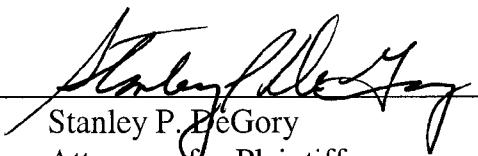
The Plaintiff, William G. Satterlee & Sons, Inc. replies to the Defendant's New Matter as follows:

20. Admitted.

21. Admitted. In further reply, the Plaintiff was uncertain as to whether the Defendant would somehow disallow the referenced Consent Judgment and therefore, included it in its Complaint. The Plaintiff agrees that the amounts owed under the existing judgment can be setoff against the judgment requested herein.

WHEREFORE, the Plaintiff demands judgment as set forth in the Complaint, setoff by the \$48,000 at No. 2005-1997 CD.

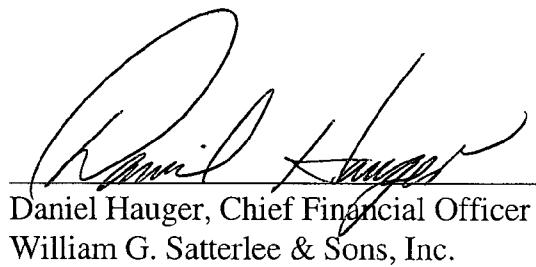
BONYA GAZZA & DeGORY, LLP

By 
Stanley P. DeGory
Attorneys for Plaintiff

Date: May 4, 2006

VERIFICATION

I, DANIEL HAUGER, Chief Financial Officer of William G. Satterlee & Sons, Inc. verify that the facts set forth in the foregoing Reply to New Matter 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.A. §4904 relating to unsworn falsification to authorities.



Daniel Hauger, Chief Financial Officer
William G. Satterlee & Sons, Inc.

Date: 5/3/06

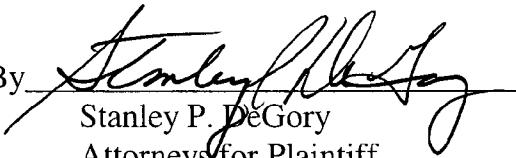
CERTIFICATE OF SERVICE

I hereby certify that on the 4/2 day of May, 2006, I served a copy of Plaintiff's Reply to New Matter on the following counsel by United States first-class mail, postage prepaid, addressed as follows:

Ann B. Wood, Esquire
Bell Silberblatt & Wood
318 East Locust Street
Clearfield, PA 16830

BONYA GAZZA & DeGORY, LLP

By


Stanley P. DeGory
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE
& SONS, INC.,

Plaintiff,

vs.

LARRY A. KITCHEN, t/a
LARRY KITCHEN TRUCKING,

Defendant.

ORIGINAL

TYPE OF PLEADING:

**Motion for Judgment on the Pleadings
and Proposed Order of Court**

FILED ON BEHALF OF:

Plaintiff

**COUNSEL OF RECORD FOR THIS
PARTY:**

**Stanley P. DeGory, Esquire
PA ID # 34440
Bonya Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535**

**COUNSEL OF RECORD FOR
ADVERSE PARTY:**

Ann B. Wood, Esquire

FILED ^{ICC}
AUG 27 2007 Atty
William A. Shaw
Prothonotary/Clerk of Courts
(6K)

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE	:
& SONS, INC.,	:
	:
	:
Plaintiff,	:
	:
vs.	: NO. 2006 – 00371-CD
	:
LARRY A. KITCHEN, t/a	:
LARRY KITCHEN TRUCKING,	:
	:
Defendant.	:

MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW, comes Plaintiff William G. Satterlee & Sons, Inc. ("Plaintiff" or "Satterlee"), which by and through its attorneys, Stanley P. DeGory and Bonya Gazza & DeGory, LLP, moves the Court for judgment on the pleadings pursuant to Pa.R.C.P. 1034, and in support of its motion, sets forth the following:

1. On or about March 7, 2006, Plaintiff commenced this action by filing a complaint, alleging that Defendant Larry A. Kitchen, t/a Larry Kitchen Trucking ("Defendant" or "Kitchen") owes Satterlee \$83,862.00 for petroleum products Satterlee sold to Kitchen, plus financing charges that continue to accrue.

2. The complaint further alleges that because of Kitchen's failure to pay the amount owed, Kitchen is in default of a security agreement the parties entered into on or about November 18, 2005.

3. On or about April 28, 2006, Defendant filed an answer and new matter to the complaint, admitting all averments of fact contained in the complaint with the exception of the averment contained in paragraph 8 of the complaint which pertains to Kitchen's willfulness in failing and refusing to pay Satterlee the amount due.

4. Specifically, Kitchen admits that the balance due to Satterlee as of February 28, 2006, on Kitchen's trade account was \$83,862.00, plus financing charges that continue to accrue.

5. In his new matter, Kitchen requests that the amount he owes to Satterlee be set off by the judgment that was entered against Kitchen in Clearfield County at docket number 2005-1997-CD in the amount of \$48,000.00.

6. On or about May 4, 2006, Satterlee filed a reply to Kitchen's new matter, in which Satterlee admits that such a judgment was entered against Kitchen and agrees to set off the amount requested in its complaint by the amount of the previously entered judgment.

7. Based on the above, Satterlee is entitled to judgment on the pleadings as a matter of law.

WHEREFORE, Plaintiff William G. Satterlee & Sons, Inc. respectfully moves this Honorable Court to enter judgment on the pleadings in its favor pursuant to Pa.R.C.P. 1034, entering judgment in its favor in the amount of \$35,862.00 plus interest that has accrued as of the date of the entry of this judgment.

Respectfully submitted,

BONYA GAZZA & DEGORY, LLP

By

Stanley P. DeGory
PA ID# 34440

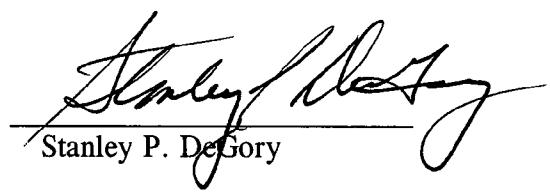
134 South Sixth Street
Indiana, PA 15701

724-465-5535

Attorneys for Plaintiff William G. Satterlee & Sons, Inc.

VERIFICATION

I, Stanley P. DeGory, attorney for Plaintiff William G. Satterlee & Sons, Inc., verify that the averments set forth in the foregoing pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



Stanley P. DeGory

Date August 24, 2007

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE :
& SONS, INC., :
: :
Plaintiff, :
: :
vs. : NO. 2006 - 00371-CD
: :
LARRY A. KITCHEN, t/a :
LARRY KITCHEN TRUCKING, :
: :
Defendant. :
:

ORDER OF COURT

AND NOW, this ____ day of _____ 2007, upon consideration of Plaintiff's Motion for Judgment on the Pleadings, and after oral argument on the motion and the Court's review of the record, it is hereby ordered that:

(1) Judgment is entered in favor of Plaintiff William G. Satterlee & Sons, Inc. and against Defendant Larry A. Kitchen, t/a Larry Kitchen Trucking and

(2) The judgment, as calculated from the complaint and subsequent pleadings, shall be entered in the amount of \$_____.

The Prothonotary is directed to enter on the record judgment on Plaintiff's complaint in favor of Plaintiff against Defendant in that amount.

BY THE COURT,

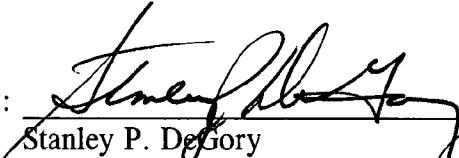
J.

CERTIFICATE OF SERVICE

I, Stanley P. DeGory, hereby certify that a true and correct copy of the above Motion for Judgment on the Pleadings and Proposed Order of Court was mailed by United States First Class Mail, postage prepaid, to the following this 24th day of August 2007:

Ann B. Woods
Bell Silberblatt & Wood
318 East Locust Street
Clearfield, PA 16830

BONYA GAZZA & DEGORY, LLP

By: 

Stanley P. DeGory
Attorneys for Plaintiff William G. Satterlee & Sons,
Inc.

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE
& SONS, INC.,

Plaintiff,

vs.

LARRY A. KITCHEN, t/a
LARRY KITCHEN TRUCKING,

Defendant.

NO. 2006-00371-CD

ORIGINAL

TYPE OF PLEADING:

Praecipe for Oral Argument

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Stanley P. DeGory, Esquire
PA ID # 34440
Bonya Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

COUNSEL OF RECORD FOR
ADVERSE PARTY:

Ann B. Wood, Esquire

FILED ^{1cc}
M. W. O'ROURKE Atty
AUG 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE :
& SONS, INC., :
: Plaintiff, :
: :
vs. : NO. 2006-00371-CD
: :
LARRY A. KITCHEN, t/a :
LARRY KITCHEN TRUCKING, :
: Defendant. :
:

PRAECIPE FOR ORAL ARGUMENT

TO THE COURT ADMINISTRATOR:

Kindly assign the above-captioned matter to a judge and schedule a date for argument on the Motion for Judgment on the Pleadings filed by Plaintiff William G. Satterlee & Sons, Inc.

Respectfully submitted,

BONYA GAZZA & DEGORY, LLP

By


Stanley P. Degory
PA ID# 34440

134 South Sixth Street
Indiana, PA 15701

724-465-5535

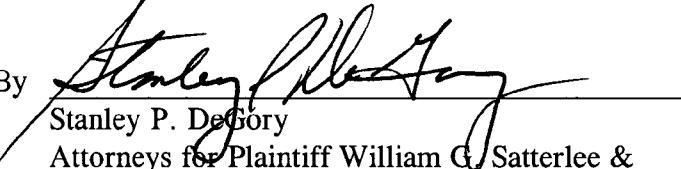
Attorneys for Plaintiff William G. Satterlee & Sons, Inc.

CERTIFICATE OF SERVICE

I, Stanley P. DeGory, hereby certify that a true and correct copy of the above Praeclipe was mailed by United States First Class Mail, postage prepaid, to the following this 24th day of August 2007:

Ann B. Woods
Bell Silberblatt & Wood
318 East Locust Street
Clearfield, PA 16830

BONYA GAZZA & DEGORY, LLP

By 
Stanley P. DeGory
Attorneys for Plaintiff William G. Satterlee & Sons, Inc.

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE
& SONS, INC.,

Plaintiff,

vs.

LARRY A. KITCHEN, t/a
LARRY KITCHEN TRUCKING,

Defendant.

ORIGINAL

: TYPE OF PLEADING:

: Proposed Preliminary Order of Court

: FILED ON BEHALF OF:

: Plaintiff

: COUNSEL OF RECORD FOR THIS
: PARTY:

: Stanley P. DeGory, Esquire
: PA ID # 34440
: Bonya Gazza & DeGory, LLP
: 134 South Sixth Street
: Indiana, PA 15701
: (724) 465-5535

: COUNSEL OF RECORD FOR
: ADVERSE PARTY:

: Ann B. Wood, Esquire

FILED ICC ATT
0/11:30 AM De Gory
SEP 04 2007
GR

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE :
& SONS, INC., :
: Plaintiff, :
: :
vs. : NO. 2006 - 00371-CD
: :
LARRY A. KITCHEN, t/a :
LARRY KITCHEN TRUCKING, :
: Defendant. :
:

ORDER OF COURT

AND NOW, this 4 day of September 2007, upon consideration of the foregoing motion, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
- (2) the respondent shall file an answer to the motion within ____ days of this date;
- (3) the motion shall be decided under Pa. R.C.P. 206.7;
- (4) depositions and all other discovery shall be completed within ____ days of this date;
- (5) an evidentiary hearing on disputed issues of material fact shall be held on _____ 2007 in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. ____;
- (6) argument shall be held on October 16, 2007 in Courtroom No. 1 of the Clearfield County Courthouse; and ⑥ 11:00 AM.
- (7) notice of the entry of this order shall be provided to all parties by the moving party.

BY THE COURT,



J.

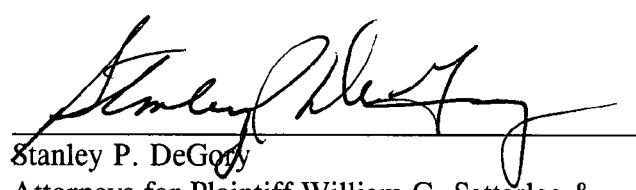
CERTIFICATE OF SERVICE

I, Stanley P. DeGory, hereby certify that a true and correct copy of the above Proposed Preliminary Order of Court was mailed by United States First Class Mail, postage prepaid, to the following this 24th day of August 2007:

Ann B. Woods
Bell Silberblatt & Wood
318 East Locust Street
Clearfield, PA 16830

BONYA GAZZA & DEGORY, LLP

By


Stanley P. DeGory
Attorneys for Plaintiff William G. Satterlee &
Sons, Inc.

DATE: 9-4-2007

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

SEP 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM G. SATTERLEE & SONS, INC.	:	
-VS-	:	No. 06-371-CD
LARRY A. KITCHEN, t/a LARRY KITCHEN TRUCKING	:	

ORDER

AND NOW, this 16th day of October, 2007, this being the date set for argument on the Plaintiff's Motion for Judgment on the Pleadings; counsel for both parties being present, and upon agreement of the parties, it is the ORDER of this Court that the Motion for Judgment on the Pleadings be and is hereby granted. The Prothonotary is hereby directed to enter judgment in favor of the Plaintiff and against the Defendant in the amount of Twenty-Eight Thousand Two Hundred Two Dollars and Thirty-Four (\$28,202.34) Cents.

BY THE COURT.

BY THE COURT,

President Judge

William A. Shaw
Prothonotary/Clerk of Courts

FILED

OCT 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/17/07

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE
& SONS, INC.,

Plaintiff

vs.

LARRY A. KITCHEN, t/a
LARRY KITCHEN TRUCKING,

Defendant.

ORIGINAL

TYPE OF PLEADING:

Praecipe for Writ of Execution on
Money Judgment

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

Stanley P. DeGory

PA ID. # 34440

Bonya Gazza & DeGory, LLP

134 South Sixth Street

Indiana, PA 15701

Ph. (724) 465-5535

COUNSEL OF RECORD FOR
ADVERSE PARTY:

Ann B. Wood, Esquire

Atty pd. 20.00
11/3/07
NOV 05 2007
FILED
ICC deewnts
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

(GK)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE :
& SONS, INC., :
Plaintiff : NO. 2006 - 00371 - CD
vs. :
PRAECIPE FOR WRIT OF
LARRY A. KITCHEN, t/a EXECUTION ON MONEY
LARRY KITCHEN TRUCKING, :
JUDGMENT
Defendant. :

PRAECIPE FOR WRIT OF EXECUTION ON MONEY JUDGMENT

TO THE PROTHONOTARY:

Please issue a Writ of Execution in the above matter

- (1) Directed to the Sheriff of Clearfield County, Pennsylvania;
- (2) Against LARRY A. KITCHEN t/a LARRY KITCHEN TRUCKING;
- (3) And index this Writ
 - a. Against LARRY A KITCHEN t/a LARRY KITCHEN TRUCKING

as a levy against all personal property of the defendant including but not limited to that described in "Exhibit A."

(4) Judgment amount due \$ 28,202.34

Interest on \$28,202.34
at 6% from 10/16/07 through
11/2/07 \$ 78.82

Costs incurred up to
and including 11/2/07:

Prothonotary filing fee
for complaint \$ 85.00

Fee for service of
complaint by Clearfield
County Sheriff \$ 100.00

Prothonotary filing fee
for writ \$ 20.00

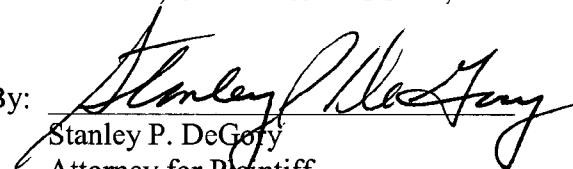
Fee for service of writ
by Clearfield County
Sheriff and levy of
property \$ 250.00

Total amount due on judgment \$ 28,736.16

Plus interest from 11/3/07 at
\$4.64 per day and additional
costs \$ _____

TOTAL: \$ _____

11/2/07
Date

BONYA, GAZZA & DeGORY, LLP
By: 
Stanley P. DeGory
Attorney for Plaintiff

“EXHIBIT A”

**LIST OF SPECIFIC PERSONAL PROPERTY TO BE LEVIED IN ADDITION TO ALL
OTHER PERSONAL PROPERTY OF THE DEFENDANT**

1. One used 1998 (2000) Case backhoe, serial number: JJG0269383
2. One used 1969 Chevrolet Camero, VIN: 124379N600887
3. One used 1979 Chevrolet Camero, VIN: 1Q87L6N584785
4. One used 1967 Pontiac Firebird, VIN: 223677V123315

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE	:	
& SONS, INC.,	:	
Plaintiff	:	NO. 2006 - 00371 - CD
vs.	:	
LARRY A. KITCHEN, t/a	:	PRAECLipe FOR WRIT OF
LARRY KITCHEN TRUCKING,	:	EXECUTION ON MONEY
Defendant.	:	JUDGMENT

WRIT OF EXECUTION NOTICE

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

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

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

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

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

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

(_____) (1) set aside in kind (specific property to be set aside in kind):

(_____) (2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specific property and basis for exemption):

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

(a) My \$300 statutory exemption: (_____) in cash; (_____) in kind (specific property):

(b) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to be at: _____

(Address)

_____ (Telephone Number)

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

Date: _____

Defendant: _____

THIS CLAIM TO BE FILED WITH:

The Office of the Sheriff of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield PA 16830

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

William G. Satterlee & Sons, Inc.

Vs.

NO.: 2006-00371-CD

Larry A. Kitchen, t/a Larry Kitchen Trucking

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against WILLIAM G. SATTERLEE & SONS, INC., Plaintiff(s) from LARRY A. KITCHEN, t/a LARRY KITCHEN TRUCKING, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
All personal property, including but not limited to that described in "Exhibit A"
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

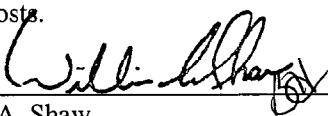
as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL:.....\$28,202.34
INTEREST on \$28,202.34 at 6% from
10/16/07 through 11/2/07:.....\$78.82
ATTY'S COMM: \$
DATE: 11/05/2007

PROTH. COSTS PAID:.....\$105.00
FEE FOR SHERIFF SERVICE:.....\$100.00
FEE FOR SHERIFF SERVICE-WRIT:..\$250.00
OTHER COSTS: \$
PLUS interest from 11/3/07 at \$4.64 per day and
additional costs.



William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Stanley P. DeGory
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

“EXHIBIT A”

**LIST OF SPECIFIC PERSONAL PROPERTY TO BE LEVIED IN ADDITION TO ALL
OTHER PERSONAL PROPERTY OF THE DEFENDANT**

1. One used 1998 (2000) Case backhoe, serial number: JJG0269383
2. One used 1969 Chevrolet Camero, VIN: 124379N600887
3. One used 1979 Chevrolet Camero, VIN: 1Q87L6N584785
4. One used 1967 Pontiac Firebird, VIN: 223677V123315

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE :
& SONS, INC., :
Plaintiff : NO. 2006 - 00371 - CD

vs. :

LARRY A. KITCHEN, t/a :
LARRY KITCHEN TRUCKING, :

Defendant. :

TYPE OF PLEADING:

Praecipe to Reissue Writ of Execution
on Money Judgment

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

Stanley P. DeGory
PA ID. # 34440
Bonya Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701
Ph. (724) 465-5535

COUNSEL OF RECORD FOR
ADVERSE PARTY:

Ann B. Wood, Esquire

FILED

FEB 05 2008

WILLIAM A. SHAW
Prothonotary/Clerk of Courts

1 CENT. W/REISSUE
WRT TO ATT

2 CENT. W/6

REISSUE WRTS
TO SHAW

ORIGINAL

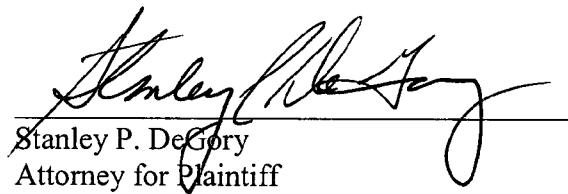
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE	:	
& SONS, INC.,	:	
Plaintiff	:	NO. 2006 - 00371 - CD
vs.	:	
	:	PRAECIPE TO REISSUE WRIT
LARRY A. KITCHEN, t/a	:	OF EXECUTION ON MONEY
LARRY KITCHEN TRUCKING,	:	JUDGMENT
Defendant.	:	

PRAECIPE TO REISSUE WRIT OF EXECUTION ON MONEY JUDGMENT

TO THE PROTHONOTARY:

Please reissue the Writ of Execution in the above-referenced matter. The Sheriff's Office has the original Writ.



Stanley P. DeGory
Attorney for Plaintiff

Date: February 4, 2008

CERTIFICATE OF SERVICE

I, Stanley P. DeGory, hereby certify that a true and correct copy of the within Praecipe was mailed by United States First Class Mail, postage prepaid, to the following this 4th day of February 2008:

Ann B. Wood, Esquire
Bell Silberblatt & Wood
318 East Locust Street
Clearfield, PA 16830

BONYA GAZZA & DeGORY, LLP

By


Stanley P. DeGory
Attorneys for Plaintiff

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

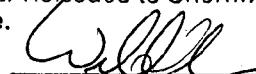
William G. Satterlee & Sons, Inc.

Vs.

NO.: 2006-00371-CD

Larry A. Kitchen, t/a Larry Kitchen Trucking

FEB. 5, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against WILLIAM G. SATTERLEE & SONS, INC., Plaintiff(s) from LARRY A. KITCHEN, t/a LARRY KITCHEN TRUCKING, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
All personal property, including but not limited to that described in "Exhibit A"
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

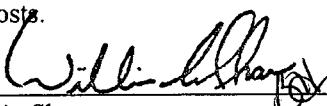
as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL:.....\$28,202.34
INTEREST on \$28,202.34 at 6% from
10/16/07 through 11/2/07:.....\$78.82
ATTY'S COMM: \$
DATE: 11/05/2007

PROTH. COSTS PAID:.....\$105.00 + 7.00
FEE FOR SHERIFF SERVICE:.....\$100.00
FEE FOR SHERIFF SERVICE-WRIT:...\$250.00
OTHER COSTS: \$
PLUS interest from 11/3/07 at \$4.64 per day and
additional costs.


William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Stanley P. DeGory
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

“EXHIBIT A”

**LIST OF SPECIFIC PERSONAL PROPERTY TO BE LEVIED IN ADDITION TO ALL
OTHER PERSONAL PROPERTY OF THE DEFENDANT**

1. One used 1998 (2000) Case backhoe, serial number: JJG0269383
2. One used 1969 Chevrolet Camero, VIN: 124379N600887
3. One used 1979 Chevrolet Camero, VIN: 1Q87L6N584785
4. One used 1967 Pontiac Firebird, VIN: 223677V123315

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20692
NO: 06-371-CD

PLAINTIFF: WILLIAM G. SATTERLEE & SONS, INC.

vs.

DEFENDANT: LARRY A. KITCHEN, T/A LARRY KITCHEN TRUCKING

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 11/6/2007

LEVY TAKEN 1/23/2008 @ 2:24 PM

POSTED 4/1/2008 @ 3:53 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/8/2009

DATE DEED FILED

PROPERTY ADDRESS 113 EAST BRIDGE STREET, 491 EAST BRIDGE STREET & 150 WESTOVER ROAD
WESTOVER, PA 16692

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$857.99

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2009

Chester A. Hawkins
By *Antonia Bittner-Alphalac*
Chester A. Hawkins
Sheriff

WILLIAM G. SATTERLEE & SONS, INC.
vs
LARRY A. KITCHEN, T/A LARRY KITCHEN TRUCKING

1. @ SERVED LARRY A. KITCHEN, T/A LARRY KITCHEN TRUCKING

NOW, FEBRUARY 23, 2009 RETURN THE WRIT ISSUED ON NOVEMBER 6, 2007 AS TIME EXPIRED.

2 2/26/2008 @ 11:18 AM SERVED LARRY A. KITCHEN T/A LARRY KITCHEN TRUCKING

SERVED LARRY A. KITCHEN T/A LARRY KITCHEN TRUCKING, DEFENDANT, AT CLEARFIELD COUNTY COURTHOUSE, 1 N. SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY A. A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM/HER THE CONTENTS THEREOF.

3 4/1/2008 @ 3:53 PM SERVED LARRY A. KITCHEN T/A LARRY KITCHEN TRUCKING

SERVED LARRY A. KITCHEN T/A LARRY KITCHEN TRUCKING, AT HIS RESIDENCE 491 EAST BRIDGE STREET, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY KITCHEN
A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

5/29/2008 @ 1:32 PM SERVED LARRY A. KITCHEN T/A LARRY KITCHEN TRUCKING

SERVED LARRY A. KITCHEN T/A LARRY KITCHEN TRUCKING AT THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, COURT ROOM 2, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA IN THE PRESENCE OF HIS
A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

5/29/2008 @ 1:32 PM SERVED

NOW, MAY 29, 2008 POSTED THE PROPERTY WITH THE NOTICE OF SALE FOR THE NEW SALE DATE.

@ SERVED

THE SHERIFF SALE SCHEDULED FOR MAY 23, 2008 WAS NOT HELD THE BACKHOE WAS NOT AVAILABLE FOR SALE.
A NEW SALE DATE OF JUEN 20, 2008 WAS SET.

@ SERVED

NOW, JUNE 17, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF TO CANCEL THE SHERIFF SALE SCHEDULED FOR JUNE 20, 2008 THE DEBT WAS PAID.

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

William G. Satterlee & Sons, Inc.

VS.

NO.: 2006-00371-CD

Larry A. Kitchen, t/a Larry Kitchen Trucking

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against WILLIAM G. SATTERLEE & SONS, INC., Plaintiff(s) from LARRY A. KITCHEN, t/a LARRY KITCHEN TRUCKING, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
All personal property, including but not limited to that described in "Exhibit A"

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

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

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

(4) If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

AMOUNT DUE/PRINCIPAL:.....\$28,202.34
INTEREST on \$28,202.34 at 6% from
10/16/07 through 11/2/07:.....\$78.82
ATTY'S COMM: \$
DATE: 11/05/2007

PROTH. COSTS PAID:.....\$105.00
FEE FOR SHERIFF SERVICE:.....\$100.00
FEE FOR SHERIFF SERVICE-WRIT:..\$250.00
OTHER COSTS: \$
PLUS interest from 11/3/07 at \$4.64 per day and
additional costs.

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 6th day
of November A.D. 2007
At 3:15 A.M./P.M.)

Requesting Party: Stanley P. DeGory
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

Chester A. Haukeis
Sheriff by Amherst Butler-Dehavenay

“EXHIBIT A”

**LIST OF SPECIFIC PERSONAL PROPERTY TO BE LEVIED IN ADDITION TO ALL
OTHER PERSONAL PROPERTY OF THE DEFENDANT**

1. One used 1998 (2000) Case backhoe, serial number: JJG0269383
2. One used 1969 Chevrolet Camero, VIN: 124379N600887
3. One used 1979 Chevrolet Camero, VIN: 1Q87L6N584785
4. One used 1967 Pontiac Firebird, VIN: 223677V123315

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME LARRY A. KITCHEN, T/A LARRY KITCHEN TRUCKING

NO. 06-371-CD

NOW, April 08, 2009, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Larry A. Kitchen, T/A Larry Kitchen Trucking to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	32.01
LEVY	20.00
MILEAGE	32.01
POSTING	9.00
HANDBILLS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	96.03
ADD'L LEVY	40.00
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	566.02
TOTAL SHERIFF COSTS	\$857.99

PLAINTIFF COSTS, DEBT AND INTEREST:

	DEBT-AMOUNT DUE	28,202.34
	INTEREST @ %	0.00
	FROM TO	
PROTH SATISFACTION		
LATE CHARGES AND FEES		
COST OF SUIT-TO BE ADDED		
FORECLOSURE FEES		
ATTORNEY COMMISSION		
REFUND OF ADVANCE		
REFUND OF SURCHARGE		20.00
SATISFACTION FEE		
ESCROW DEFICIENCY		
PROPERTY INSPECTIONS		
INTEREST		78.82
MISCELLANEOUS		
TOTAL DEBT AND INTEREST		\$29,264.15
COSTS:		
ADVERTISING		0.00
TAXES - COLLECTOR		
TAXES - TAX CLAIM		
DUE		
LIEN SEARCH		
ACKNOWLEDGEMENT		
SHERIFF COSTS		857.99
LEGAL JOURNAL COSTS		0.00
PROTHONOTARY		105.00
MORTGAGE SEARCH		
MUNICIPAL LIEN		
TOTAL COSTS		\$962.99
TOTAL COSTS		\$29,264.15

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

CHESTER A. HAWKINS, Sheriff

William G. Satterlee & Sons, Inc.
12475 Route 119 HWY North
Rochester Mills, PA 15771

Phone : (724) 397-2400

FAX: (724) 397-4943
(724) 397-2770

FAX TRANSMISSION

DATE: JUNE 17, 2008

TO: CLEARFIELD County SHERIFF'S OFFICE

ATTN: CINDY

RE: LARRY A KITCHEN SHERIFF'S SALE JUNE 28, 2008

FROM: William G Satterlee & Sons Inc.

CONTACT: Don HANGER

NUMBER OF PAGES(including this one): 1

MESSAGE: PLEASE CANCEL THE ABOVE

SALE. WILLIAM G SATTERLEE & Sons Inc HAS
BEEN PAID.

THANK YOU FOR YOUR ASSISTANCE
IN THIS MATTER.