

06-597-CD
JJ Powell Inc. vs Jeffrey L. Krape et al

2006-597-CD
JJ Powell vs Jeffrey Krape et al

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

J.J. POWELL, INC.,

Plaintiff

No. 2006-597-CD

vs.

JEFFREY L. KRAPE a/k/a J. L. KRAPE
d/b/a J. L. KRAPE EXCAVATING,

Defendant

Type of Case:
CIVIL

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

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

FILED *Atty pd. 85.00*
04/11/01 GJ *ICC Atty*
APR 18 2006 *ICC Shff*
WJ

William A. Shaw
Prothonotary/Clerk of Courts

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2006-
vs.	:	
JEFFREY L. KRAPE a/k/a J. L. KRAPE	:	
d/b/a J. L. KRAPE EXCAVATING,	:	
Defendant	:	

NOTICE TO DEFEND

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

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

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

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2006-
vs.	:	
JEFFREY L. KRAPE a/k/a J. L. KRAPE	:	
d/b/a J. L. KRAPE EXCAVATING,	:	
Defendant	:	

COMPLAINT

COMES NOW, J. J. Powell, Inc., by its attorney Peter F. Smith, who states in support of this complaint:

1. The Plaintiff, **J. J. POWELL, INC.**, is a Pennsylvania business corporation with principal office in Philipsburg (Chester Hill), Clearfield County, Pennsylvania and with mailing address of P.O. Box 30, Philipsburg, Pennsylvania 16866.
2. The name of the Defendant is **JEFFREY L. KRAPE a/k/a J. L. KRAPE d/b/a J. L. KRAPE EXCAVATING**, with business address of 29 Krape Lane, Jersey Shore, Lycoming County, Pennsylvania 17740.
3. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.
4. Commencing on or before June 30, 2004, Plaintiff permitted the Defendant to charge the purchase of diesel fuel and gasoline. The balance due was to be paid at the end of each month. Unpaid balances accrue interest at the rate of 18% per annum.
5. By agreement dated June 7, 2004, the Defendant obtained a cardlock card. By using this card, the Defendant was able to purchase quantities of diesel fuel and gasoline at Plaintiff's self-

service distribution sites. A true and correct copy of said agreement is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1.

6. Balances due would be billed by Plaintiff on a monthly basis.
7. Bills were to be paid upon receipt.
8. All payments were to be made to the Plaintiff's office in Philipsburg, Clearfield County, Pennsylvania.

9. The agreement between Plaintiff and Defendant was not valid and enforceable until approved and accepted by Plaintiff at its office in Philipsburg, Clearfield County, Pennsylvania.

10. Amounts unpaid for more than thirty (30) days accrued interest at the rate of 18% per annum.

11. Paragraph 7 of the cardlock agreement permits the Plaintiff to recover reasonable attorney fees and court costs in the event of the customer Defendant's breach.

12. Paragraph 8 of the cardlock agreement permits the Plaintiff to select the venue for legal proceedings. Hence, suit has been brought in Plaintiff's home county.

13. A statement of the Defendant's account with the Plaintiff commencing on June 30, 2004 and continuing until March 31, 2006 is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 2.

14. Written and oral demand have been made on the Defendant to pay the balance due, but he has failed to do so.

15. As of March 31, 2006, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

A)	Balance	\$23,997.08
B)	Finance Charges to 03/31/06	\$ 3,212.71
C)	Finance Charges accruing at \$12.28 per day from 03/31/06 (to be added)	\$

D)	Attorney fees (to be added)	\$
E)	Court costs (to be added)	\$_____
PRELIMINARY TOTAL		\$27,209.79
FINAL TOTAL		\$_____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant Jeffrey L. Krape a/k/a J. L. Krape d/b/a J. L. Krape Excavating in the amount of \$27,209.79 together with interest accruing after March 31, 2006, reasonable attorney fees and court costs.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff

Date: April 17, 2006

VERIFICATION

I verify that the statements made in this Complaint 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.

J. J. POWELL, INC.

Dated: 4/14/06

By: 
Jeffrey S. Powell, President

Apr. 10, 2006 4:10PM J. J. POWELL, INC. ~~700 DUX SO~~ No. 6565 Date 6-1-04
 www.jjpowell.com Philipsburg, PA 16866

FIRM ADDRESS	Company Name	Telephone Number Fax Number		
	J.L. KRAPE EXCAVATING	570-753-3391	/	570-753-8033
	Mailing Address	City	State	Zip
	29 KRAPE LANE	JERSEY SHORE	PA	17740
Street Address	City	State	Zip	
Home Address	City	State	Zip	
Are you presently a Pacific Pride or Amerinet Cardholder? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, when did you last use your card?				
CHECK APPROPRIATE BOX AND PROVIDE INFORMATION REQUESTED				
<input checked="" type="checkbox"/> Single Entity - Not a subsidiary <input type="checkbox"/> Corporation <input type="checkbox"/> State _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Other				
Federal ID # 23-2467047 How Long in Business?				
What Type of Business? EXCAVATING				
LEGAL STRUCTURE	List names of partners or corporate officers			
	If in business less than 1 year please give name, address & length of time of employment for previous employment:			
	Owner or Officer	Title	Spouse's Name	
	JEFFREY L. KRAPE	OWNER		
PERSONAL	Home Address	City	State	Zip
				How Long? Own _____ Renting _____
REFERENCES	Previous Address	City	State	Zip
				How Long?
Name of nearest relative not living with you		Relationship	Telephone Number	
Home Phone	Driver License Number	Social Security Number	Date of Birth	
Have you ever filed Bankruptcy? When?		Where?		
Bank Name & Branch				
JERSEY SHORE STATE BANK/MAIN		City	State	Zip
Bank Officer	Account Number	Telephone Number		
TAMMY DOLE	100B409	570-398-2213		
Trade Reference	Account Number	Telephone Number		
CLEVELAND BROTHERS	47162800	900-482-2378		
Estimated Monthly Usage in Gallons	Person to Contact Regarding Cards	Telephone Number	Extension	
2,000	JEFFREY KRAPE	570-753-3391		

I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billings shall be issued twice each month and payment will be due in full within 10 days of invoice date. I agree to pay a late charge of 1 1/2 % per month (18% annually) or 50 cents minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS BELOW.

Notwithstanding that this account is established in the name of a company, I personally guarantee payment of the account.

All purchases made on this account will be for commercial use.

Signed

Printed Name

Date

Jeffrey L. Krappe
6/9/04

UPON COMPLETION, TEAR AT PERFORATION, FOLD, TAPE AND RETURN THIS HALF TO J.J. POWELL, INC.

ADDITIONAL TERMS CARDLOCK USE

1. Purchasers will be for vehicles owned and operated by the Purchaser.
2. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock cards issued to Purchaser regardless of whether use by any other person is unauthorized or fraudulent.
3. If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
4. Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in handling of the fuels dispensed from the cardlock system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlock cards delivered to Purchaser hereunder.
5. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
6. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier.
7. In the event of a breach of any of the terms of this agreement, or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of Supplier, then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
8. In the event that any legal action is required to collect on this account, venue for such legal matters will be determined by Supplier.
9. All terms and conditions of this agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future.
10. A handling fee will be charged for all checks returned from the bank for any reason.

Aging Periods: S9 SPECIAL SM BILLING

Aging Date: 03/31/06 Aged by Trans. Date

Customer # 11226

Comments: No

Original Document

Type	Doc#	Date	Amount	Quantity	Reference	Net Receivable	Future &			
						03/31/06	03/15/06	02/28/06	02/15/06	
11226 KRAPE EXCAVATING, J. L. 570-753-3391						1,161.20/Last payment	/Credit limit (B S9) Salesperson 99			
Inv	4182	06/30/04	1,375.59	770.9		0.00				
Inv	4197	07/15/04	1,420.54	784.8		0.00				
Inv	4213	07/30/04	3,752.46	2,046.9		0.00				
F/C	4213	07/31/04	10.32		Finance Charge	0.00				
Pmt	51429	08/09/04	1,375.59-		11879	0.00				
Inv	4228	08/14/04	2,392.65	1,265.1		0.00				
F/C	4228	08/15/04	10.65		Finance Charge	0.00				
F/C	4244	08/31/04	38.80		Finance Charge	0.00				
Inv	4244	08/31/04	2,904.97	1,507.2		0.00				
Pmt	52037	09/08/04	1,420.54-		11998	0.00				
F/C	4259	09/15/04	46.09		Finance Charge	0.00				
Inv	4259	09/15/04	1,991.31	1,036.6		0.00				
Inv	4274	09/29/04	2,051.83	1,028.9		0.00				
F/C	4274	09/30/04	67.88		Finance Charge	0.00				
Inv	4289	10/14/04	2,427.55	1,126.1		0.00				
F/C	4289	10/15/04	82.81		Finance Charge	0.00				
Pmt	53084	10/21/04	3,762.78-		12177	0.00				
Inv	4305	10/29/04	2,682.55	1,178.1		0.00				
F/C	4305	10/31/04	70.06		Finance Charge	0.00				
F/C	4320	11/15/04	88.26		Finance Charge	0.00				
Inv	4320	11/15/04	1,570.49	682.3		0.00				
Pmt	53748	11/23/04	2,442.10-		12327	0.00				
Inv	4335	11/23/04	708.94	313.3		0.00				
F/C	4335	11/30/04	90.15		Finance Charge	0.00				
Pmt	53896	12/02/04	2,951.06-		12366	0.00				
F/C	4350	12/15/04	80.08		Finance Charge	0.00				
Inv	4350	12/15/04	1,320.91	618.2		0.00				
Inv	4366	12/30/04	2,310.72	1,085.3		0.00				
F/C	4366	12/31/04	85.40		Finance Charge	0.00				
Pmt	54615	01/07/05	2,142.00-		12463	0.00				
Inv	5015	01/14/05	1,657.65	778.5		0.00				
F/C	5015	01/15/05	79.59		Finance Charge	0.00				
Pmt	54939	01/19/05	2,121.89-		12518	0.00				
F/C	5031	01/31/05	81.51		Finance Charge	0.00				
Inv	5031	01/31/05	4,392.05	1,965.0		0.00				
Pmt	55240	02/07/05	1,000.00-		12590	0.00				
Pmt	55430	02/11/05	1,427.55-		12634	0.00				
F/C	5045	02/15/05	76.36		Finance Charge	0.00				
Inv	5046	02/15/05	3,297.77	1,488.2		0.00				
Pmt	55634	02/25/05	2,772.70-		12699	0.00				
F/C	5059	02/28/05	56.09		Finance Charge	0.00				
Inv	5059	02/28/05	1,130.84	512.0		0.00				
F/C	5074	03/15/05	76.65		Finance Charge	0.00				
Inv	5074	03/15/05	2,712.76	1,172.5		0.00				
Pmt	56087	03/16/05	1,738.83-		12790	0.00				
F/C	5090	03/31/05	109.86		Finance Charge	0.00				
Inv	5090	03/31/05	3,315.10	1,369.3		0.00				
Inv	5105	04/14/05	643.06	268.0		0.00				

Aging Periods: S9 SPECIAL SM BILLING

Aging Date: 03/31/06 Aged by Trans. Date

Customer # 11226

Comments: No

Original Document

Type	Doc#	Date	Amount	Quantity	Reference	Net Receivable	Future & 03/31/06	03/15/06	02/28/06	02/15/06	
11226 KRAPE EXCAVATING, J. L. 570-753-3391						1,161.20/Last payment	/Credit limit (B S9) Salesperson 99				
F/C	5105	04/15/05	130.21		Finance Charge	0.00					
Pmt	56764	04/19/05	6,244.72-		12876	0.00					
Inv	5120	04/27/05	196.48	82.9		0.00					
F/C	5120	04/30/05	110.75		Finance Charge	0.00					
Inv	5135	05/13/05	1,172.38	497.4		0.00					
F/C	5135	05/15/05	115.58		Finance Charge	0.00					
Pmt	57519	05/26/05	4,392.05-		13025	0.00					
F/C	5151	05/31/05	84.72		Finance Charge	0.00					
Inv	5151	05/31/05	1,016.02	440.7		0.00					
Pmt	57940	06/13/05	3,374.13-		13120	0.00					
Inv	5166	06/14/05	1,864.35	792.8		1,719.17				1,719.17	
F/C	5166	06/15/05	68.78		Finance Charge	68.78				68.78	
Inv	5181	06/30/05	2,031.04	819.7		2,031.04				2,031.04	
F/C	5181	06/30/05	76.40		Finance Charge	76.40				76.40	
Inv	5196	07/15/05	2,455.29	969.6		2,455.29				2,455.29	
F/C	5196	07/15/05	90.38		Finance Charge	90.38				90.38	
Pmt	58725	07/18/05	9,854.48-		13270	0.00					
Inv	5212	07/27/05	1,741.31	698.6		1,741.31				1,741.31	
F/C	5212	07/31/05	36.20		Finance Charge	36.20				36.20	
Inv	5227	08/15/05	3,031.56	1,203.3		3,031.56				3,031.56	
F/C	5227	08/15/05	54.61		Finance Charge	54.61				54.61	
Inv	5243	08/30/05	3,122.59	1,162.3		3,122.59				3,122.59	
F/C	5243	08/31/05	67.67		Finance Charge	67.67				67.67	
Inv	5258	09/15/05	3,317.30	1,122.6		3,317.30				3,317.30	
F/C	5258	09/15/05	90.41		Finance Charge	90.41				90.41	
Pmt	60072	09/16/05	1,161.20-		13495	0.00					
Inv	5273	09/30/05	1,852.31	644.5		1,852.31				1,852.31	
F/C	5273	09/30/05	105.76		Finance Charge	105.76				105.76	
Inv	5288	10/13/05	1,650.59	552.0		1,650.59				1,650.59	
F/C	5288	10/15/05	130.64		Finance Charge	130.64				130.64	
Inv	5304	10/31/05	1,255.28	434.4		1,255.28				1,255.28	
F/C	5304	10/31/05	144.53		Finance Charge	144.53				144.53	
Inv	5319	11/15/05	1,820.64	657.3		1,820.64				1,820.64	
F/C	5319	11/15/05	156.91		Finance Charge	156.91				156.91	
Inv	5334	11/23/05	555.14	209.0		555.14				555.14	
F/C	5334	11/30/05	166.32		Finance Charge	166.32				166.32	
F/C	5349	12/15/05	179.98		Finance Charge	179.98				179.98	
F/C	5365	12/31/05	184.14		Finance Charge	184.14				184.14	
F/C	6015	01/15/06	184.14		Finance Charge	184.14				184.14	
F/C	6031	01/31/06	184.14		Finance Charge	184.14				184.14	
F/C	6046	02/15/06	184.14		Finance Charge	184.14				184.14	
F/C	6059	02/28/06	184.14		Finance Charge	184.14				184.14	
F/C	6074	03/15/06	184.14		Finance Charge	184.14				184.14	
F/C	6090	03/31/06	184.14		Finance Charge	184.14				184.14	
11226 Total.....						27,209.79	184.14	184.14	184.14	26,657.37	

2006/04/06 08:08:22

Aged Trial Balance - Original Documents

Page 3

Aging Periods: S9 SPECIAL SM BILLING

Aging Date: 03/31/06 Aged by Trans. Date

Customer # 11226

Comments: No

Original Document

Type	Doc#	Date	Amount	Quantity	Reference	Net Receivable	Future & 03/31/06	03/15/06	02/28/06	02/15/06
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NOTE: Customer credit codes are printed in this order: Terms, Statement cycle, and Credit flag. Example: (A MO 3)

Active Accounts	27,209.79	184.14	26,657.37
	184.14	184.14	

* Total All Accounts *	27,209.79	184.14	26,657.37
	184.14	184.14	

* Total Uninvoiced *	0.00	0.00	0.00

* Total Unpaid F/C *	2,657.57	184.14	2,105.15
	184.14	184.14	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101457
NO: 06-597-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: JEFFREY L. KRAPE a/k/a J.L. KRAPE d/b/a J.L. KRAPE EXCAVATING

SHERIFF RETURN

NOW, May 09, 2006, SHERIFF OF CLINTON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON JEFFREY L. KRAPE aka J.L. KRAPE d/b/a J.L. KRAPE EXCAVATING.

NOW, May 12, 2006 AT 11:10 PM SERVED THE WITHIN COMPLAINT ON JEFFREY L. KRAPE aka J.L. KRAPE d/b/a J.L. KRAPE EXCAVATING, DEFENDANT. THE RETURN OF CLINTON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
05:58 PM
JUN 09 2006
LAW

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101457
NO: 06-597-CD
SERVICES 1
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: JEFFREY L. KRAPE a/k/a J.L. KRAPE d/b/a J.L. KRAPE EXCAVATING

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	JJ POWELL INC	28810	10.00
SHERIFF HAWKINS	JJ POWELL INC	28810	39.00
LYCOMING CO.	JJ POWELL INC	28811	11.50
CLINTON CO.	JJ POWELL INC.	28862	35.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

SHERIFF'S DEPARTMENT

CLINTON COUNTY, PENNSYLVANIA
COURTHOUSE, BASEMENT, LOCK HAVEN, PA 17745

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

INSTRUCTIONS:

Print legibly, insuring readability of all copies.
Do not detach any copies. CCSD ENV.#

415-06

1. PLAINTIFF / S /

J.J. Powell, Inc.

3. DEFENDANT / S /

Krape, Jeffrey L.

2. COURT NUMBER

2006-597-CD

4. TYPE OF WRIT OR COMPLAINT

Notice & Complaint

SERVE

JEFFREY L. KRAPE AKA J L KRAPE

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

AT 29 KRAPE LANE JERSEY SHORE, PA 17740

7. INDICATE UNUSUAL SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL REGISTERED MAIL POSTED OTHER

NOW, 20, I, SHERIFF OF CLINTON COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF CLINTON COUNTY

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

DBA J.L. KRAPE EXCAVATING

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 whomsoever 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 such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

1

 PLAINTIFF

10. TELEPHONE NUMBER

11. DATE

5/11/06

PETER F. SMITH

 DEFENDANT**SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE**

12. I acknowledge receipt of the writ or complaint as indicated above.

{ SIGNATURE of Authorized CCSD Deputy or Clerk and Title
CHRISTINA M. BILBY SECRETARY

13. Date Received

14. Expiration/Hearing date

5/11/06

5/18/06

15. I hereby CERTIFY and RETURN that have personally served, have served person in charge, have legal evidence of service as shown in "Remarks" (on reverse) have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing/or Posting a TRUE and ATTESTED COPY thereof.16. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

Jeffrey L. Krape

18. A person of suitable age and discretion then residing in the defendant's usual place of abode. Read Order

X

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

20. Date of Service

21. Time

5-12-06 11:10 AM

22. ATTEMPTS Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

23. Advance Costs 24. 25. 26. 27. Total Costs 28. COST DUE OR REFUND

AFFIRMED and subscribed to before me this

3/15/

SO ANSWER.

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

CHARLES R. ANKNEY

Signature of Sheriff

Date

SHERIFF OF CLINTON COUNTY

MY COMMISSION EXPIRES MAY 31, 2007

NOTARIAL SEAL

Christina M. Bilby, NOTARY PUBLIC

I ACKNOWLEDGE RECEIVED, CLINTON COUNTY SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED CLERK OR DEPUTY SHERIFF, JUNE 1, 2006

39. Date Received

SHERIFF'S RETURN OF SERVICE

(1) The within _____ upon _____, the within named defendant by mailing to _____ by _____ mail, return receipt requested, postage prepaid, _____ on the _____ a true and attested copy thereof at _____

The return receipt signed by _____ defendant on the _____ is hereto attached and made a part of this return.

(2) Outside the Commonwealth, pursuant to Pa. R.C.P.405 (c) (1) (2), by mailing a true and attested copy thereof at _____ in the following manner:

(a) To the defendant by () registered () certified mail, return receipt requested, postage prepaid, addressee only on the _____ said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that Defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

(b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

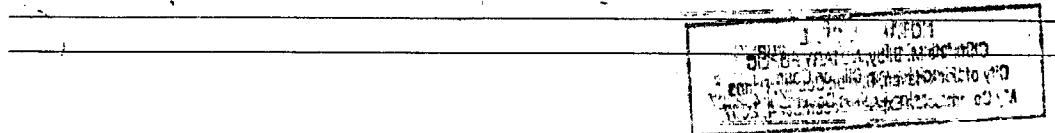
(3) By publication in the Lock Haven Express, a weekly publication of general circulation in the County of Clinton, Commonwealth of Pennsylvania, one time with publication appearing _____

The affidavit from said Lock Haven Express is hereto attached.

(4) By mailing to _____ by _____ mail, return receipt requested, postage prepaid, on the _____ a true and attested copy thereof at _____

The _____ returned by the Postal Authorities marked _____ is hereto attached.

(5) Other _____





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 101457

TERM & NO. 06-597-CD

J.J. POWELL, INC.

COMPLAINT

VS.

JEFFREY L. KRAPE a/k/a J.L. KRAPE d/b/a J.L. KRAPE EXCAVATING

SERVE BY: 05/18/06

MAKE REFUND PAYABLE TO J.J. POWELL INC.

SERVE: JEFFREY L. KRAPE aka J.L. KRAPE d/b/a J.L. KRAPE EXCAVATING

ADDRESS: 29 KRAPE LANE, JERSEY SHORE, PA 17740

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CLINTON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 09, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO: 2006-00597 T
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Lycoming

J.J. POWELL INC

VS

JEFFREY L KRAPE AKA J.L. KRAPE

Charles T Brewer _____, Sheriff _____, who being duly sworn according to law, says, that he made a diligent search and inquiry for the within named DEFENDANT _____, to wit:

KRAPE JEFFREY L A/K/A J.L KRAPE D/BA/ J.L. KRAPE EXCAVAT but was unable to locate Him in his bailiwick. He therefore returns the COMPLAINT _____

NOT SERVED , as to
the within named DEFENDANT _____, KRAPE JEFFREY L A/K/A J.L
KRAPE D/BA/ J.L. KRAPE EXCAVAT
29 KRAPE LANE
JERSEY SHORE, PA 17740
RETURNED NOT SERVED ADDRESS IS IN CLINTON COUNTY.

Sheriff's Costs:

Docketing	9.00
Service	.00
Affidavit	2.50
Surcharge	.00
	.00
	11.50

So answers:

Charles T. Brewer
Charles T Brewer, Sheriff

00/00/0000

Sworn and subscribed to before me

this 4 day of May
2006 A.D.
William J. Burd

Notary

WILLIAM J. BURD
Prothonotary & Clerk of Courts
Williamsport, Lycoming County
My Commission Expires Jan. 4, 2008



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 101457

J.J. POWELL, INC.

TERM & NO. 06-597-CD

VS.

JEFFREY L. KRAPE a/k/a J.L. KRAPE d/b/a J.L. KRAPE EXCAVATING

SERVE BY: 05/18/06

MAKE REFUND PAYABLE TO J.J. POWELL INC.

SERVE: JEFFREY L. KRAPE aka J.L. KRAPE d/b/a J.L. KRAPE EXCAVATING

ADDRESS: 29 KRAPE LANE, JERSEY SHORE, PA 17740

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF LYCOMING COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 19, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@uplink.net

April 17, 2006

Charles Brewer
Lycoming County Sheriff
Lycoming County Courthouse
48 West Third Street
Williamsport, PA 17701

Re: J. J. Powell, Inc. v. Jeffrey L. Krape a/k/a J. L. Krape d/b/a J. L. Krape Excavating

Dear Sheriff Brewer:

I filed a Complaint in the matter above with the Clearfield County Prothonotary in Clearfield, Pennsylvania.

The Sheriff of Clearfield County has been directed to deputize you. He will forward a certified copy of the Complaint to you for service on the Defendant at the following address:

Jeffrey L. Krape a/k/a J. L. Krape
d/b/a J. L. Krape Excavating
29 Krape Lane
Jersey Shore, PA 17740

I enclose a check for your costs of service.

If you have any questions or additional information is needed, please do not hesitate to contact my office.

Sincerely,



Peter F. Smith

PFS/hab

Enclosure

cc: Jeffrey S. Powell, J. J. Powell, Inc.

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

J.J. POWELL, INC.,

Plaintiff

No. 2006-597-CD

vs.

JEFFREY L. KRAPE a/k/a J. L. KRAPE
d/b/a J. L. KRAPE EXCAVATING,

Defendant

Type of Case:
CIVIL

Type of Pleading:
**PRAECIPE FOR ENTRY OF
DEFAULT JUDGMENT**

Filed on Behalf of:
PLAINTIFF

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

FILED Atty pd. 20.00
JUN 11 2006 Notice to Def.
JUN 20 2006 Statement to

William A. Shaw Atty
Prothonotary/Clerk of Courts Noce

(6K)

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

J. J. POWELL , INC., :
Plaintiff : No. 2006-597-CD
VS. :
JEFFREY L. KRAPE a/k/a J. L. KRAPE :
d/b/a J. L. KRAPE EXCAVATING, :
Defendant :
:

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on June 8, 2006, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendant at the following address:

Jeffrey L. Krape a/k/a J. L. Krape
d/b/a J. L. Krape Excavating
29 Krape Lane
Jersey Shore, PA 17740

3. More than ten days have elapsed since the mailing of said Notice, but Defendant is still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$27,209.79** plus interest and costs of suit.

A)	Balance	\$23,997.08
B)	Finance Charges to 03/31/06	\$ 3,212.71
C)	Finance Charges accruing at \$12.28 per day from 03/31/06 (to be added)	\$
D)	Attorney fees (to be added)	\$

E)	Court costs (to be added)	\$ _____
PRELIMINARY TOTAL		\$27,209.79
FINAL TOTAL		\$ _____

Respectfully submitted:



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

Date: June 20, 2006

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2006-597-CD
vs.	:	
JEFFREY L. KRAPE a/k/a J. L. KRAPE	:	
d/b/a J. L. KRAPE EXCAVATING,	:	
Defendant	:	

TO: **JEFFREY L. KRAPE a/k/a J. L. KRAPE**
d/b/a J. L. KRAPE EXCAVATING
29 Krape Lane
Jersey Shore, PA 17740

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A 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.

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON JUNE 19, 2006.

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

Date: June 8, 2006



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

cc: J. J. Powell, Inc.

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

J. J. POWELL, INC.,

Plaintiff

No. 2006-597-CD

vs.

JEFFREY L. KRAPE a/k/a J. L. KRAPE
d/b/a J. L. KRAPE EXCAVATING,
Defendant

cc.

Notice is given that a judgment has been entered of record in Clearfield County against JEFFREY L. KRAPE a/k/a J. L. KRAPE d/b/a J. L. KRAPE EXCAVATING, Defendant, and in favor of the Plaintiff in the amount of **\$27,209.79**, plus interest and costs.

Prothonotary

By William H. Schaeffer, Deputy

Rule of Civil Procedure No. 236

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

J. J. Powell, Inc.
Plaintiff(s)

No.: 2006-00597-CD

Real Debt: \$27,209.79

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jeffrey L. Krape a/k/a J.L. Krape
d/b/a J. L. Krape Excavating
Defendant(s)

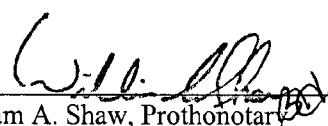
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 20, 2006

Expires: June 20, 2011

Certified from the record this 20th day of June, 2006.



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

J. J. POWELL, INC., :
Plaintiff : No. 2006-597-CD
vs. :
JEFFREY L. KRAPE a/k/a J. L. KRAPE :
d/b/a J. L. KRAPE EXCAVATING, :
Defendant :
:

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 are:

Plaintiff: J. J. Powell, Inc.
P. O. Box 30
Philipsburg, PA 16866

Defendant: Jeffrey L. Krape a/k/a J. L. Krape
d/b/a J. L. Krape Excavating
29 Krape Lane
Jersey Shore, PA 17740

Date: June 20, 2006



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

FILED NO
06/20/2006
JUN 20 2006
©

William A. Shaw
Prothonotary/Clerk of Courts

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

J. J. POWELL, INC., :
Plaintiff : No. 2006-597-CD
vs. :
JEFFREY L. KRAPE a/k/a J. L. KRAPE :
d/b/a J. L. KRAPE EXCAVATING, :
Defendant :
:

PRAECIPE

To: William A. Shaw, Prothonotary

Dear Sir:

Kindly prepare and certify a complete copy of the docket in this matter. A Praecipe to Transfer Judgment will be filed with the Clinton County Prothonotary against the Defendant Jeffrey L. Krape a/k/a J. L. Krape d/b/a J. L. Krape Excavating and in favor of J. J. Powell, Inc.

Respectfully submitted,



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

Date: 7/2/06

FILED
JUL 20 2006
S/ 12:30 PM
William A. Shaw
Prothonotary/Clerk of Courts
no cert. copy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY

J. J. Powell, Inc.

Vs.

NO. 2006-00597-CD

**Jeffrey L. Krape a/k/a J. L. Krape
d/b/a J. L. Krape Excavating**

CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

I, William A. Shaw, Prothonotary of the Court of Common Please of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of J.J. Powell, Inc. and against Jeffrey L. Krape a/k/a J. L. Krape d/b/a J. L. Krape Excavating on June 20, 2006, in the amount of 27,209.79.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 20th day of July, A.D., 2006.

William A. Shaw
Prothonotary

BY: _____
Deputy

Date: 7/20/2006

Time: 01:31 PM

Page 1 of 1

Clearfield County Court of Common Pleas

User: BILLSHAW

Complete Case History

Case: 2006-00597-CD

J. J. Powell, Inc. vs. Jeffrey L. Krape, et al.

Filed: 4/18/2006

Subtype: Civil Other

Physical File: Y Appealed: N

Comment:

Register of Actions

4/18/2006 New Case Filed.

No Judge,

Filing: Civil Complaint Paid by: J. J. Powell, Inc. (plaintiff) Receipt number: 1913390 Dated: 04/18/2006 Amount: \$85.00 (Check) 1CC Atty and 1CC Shff.

No Judge,

6/9/2006 Sheriff Return, May 9, 2006, Sheriff of Clinton County was deputized. May 12, 2006 at 11:10 pm served the within Complaint on Jeffrey L. Krape aka J. L. Krape d/b/a J. L. Krape Excavating. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by JJ Powell Inc. \$49.00

No Judge,

Lycoming Co. costs pd by JJ Powell Inc. \$11.50 Clinton Co. costs pd by JJ Powell Inc. \$35.00

6/20/2006 Filing: Judgment Paid by: Smith, Peter F. (attorney for J. J. Powell, Inc.) Receipt number: 1914353 Dated: 06/20/2006 Amount: \$20.00 (Check) Judgment in favor of the Plaintiff and against the Defendant Jeffrey L. Krape a/k/a J. L. Krape d/b/a J. L. Krape Excavating, in the amount of \$27,209.79. Filed by s/ Peter F. Smith, Esquire. Notice to Def., Statement to Atty., No CC Certificate of Address, filed by s/ Peter F. Smith, Esquire. No CC

No Judge,

No Judge,

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

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

J. J. POWELL, INC., :
Plaintiff : No. 2006-597-CD
vs. :
JEFFREY L. KRAPE a/k/a J. L. KRAPE :
d/b/a J. L. KRAPE EXCAVATING, :
Defendant :
:

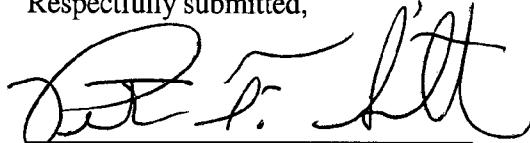
PRAECIPE TO SATISFY JUDGMENT

To: William A. Shaw, Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter, I appear and request that the judgment entered against JEFFREY L. KRAPE a/k/a J. L. KRAPE d/b/a J. L. KRAPE EXCAVATING, be marked **satisfied**.

Respectfully submitted,



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

Date: August 24, 2006

cc: J. J. Powell, Inc.
Carpenter, Harris & Flayhart, Attorneys at Law

FILED *PIFF paid*
O 10/20 a.m. 6K 7.00
SEP 06 2006 NO CC
1 Certificate
to Plaintiff
William A. Shaw
Prothonotary/Clerk of Courts *GR*

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2006-00447-CD

Melissa A. Hallman

Debt: \$

Vs.

Atty's Comm.:

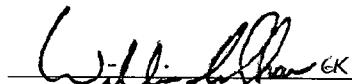
Robert C. Hallman

Interest From:

Cost: \$7.00

NOW, Wednesday, September 06, 2006 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 6th day of September, A.D. 2006.



Prothonotary