

00-589-CD
S & T BANK -vs- HORCHEN'S CABINETRY & FINE WOODWORKING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

 S&T BANK,

CIVIL DIVISION

Plaintiff,

NO.: 00-589-CO

vs.

HORCHEN'S CABINETRY & FINE
WOODWORKING^W Pennsylvania
General Partnership,

Defendant.

ISSUE NO.:

TYPE OF PLEADING:

COMPLAINT IN CONFESSION OF
JUDGMENT

CODE -

I HEREBY CERTIFY THAT THE
ADDRESS OF THE PLAINTIFF IS

800 Philadelphia Street
Indiana, PA 15701

AND THE DEFENDANT IS:

200 Park Avenue
DuBois, PA 15801

AttoRNEY for Plaintiff

FILED ON BEHALF OF:
S&T BANK, Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:
James F. Grenen, Esquire
Pa. I.D. #46478
Kevin D. Hughes, Esquire
Pa. I.D. #83291

GRENEN & BIRSIC, P.C.

One Gateway Center-Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

MAY 18 2000

William A. Shaw
Notary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,

vs.

NO.:

HORCHEN'S CABINETRY & FINE
WOODWORKING, a Pennsylvania
General Partnership,

Defendant.

COMPLAINT IN CONFESSION OF JUDGMENT

S&T Bank, by its attorneys, Grenen & Birsic, P.C., files this
Complaint in Confession of Judgment as follows:

1. The Plaintiff is S & T Bank, a commercial bank existing
under the laws of the Commonwealth of Pennsylvania with a principal
place of business located at 800 Philadelphia Street, Indiana, PA
15701 ("Plaintiff").

2. The Defendant is Horchen's Cabinetry & Fine Woodworking,
a Pennsylvania General Partnership existing under the laws of the
Commonwealth of Pennsylvania with a business address at 200 Park
Avenue, DuBois, PA 15801 ("Defendant").

3. On or about June 17, 1996, Defendant executed and delivered to Plaintiff a Promissory Note in the original principal amount of \$30,000.00 (hereinafter "\$30,000.00 Note"), which \$30,000.00 Note authorized the confession of judgment against the Defendant. A true and correct copy of said \$30,000.00 Note, which copy is a true and correct reproduction of the original \$30,000.00 Note, is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about June 17, 1997, Defendant executed and delivered to Plaintiff a Promissory Note in the original principal amount of \$20,000.00 (hereinafter "\$20,000.00 Note"), which \$20,000.00 Note authorized the confession of judgment against the Defendant. A true and correct copy of the \$20,000.00 Note, which copy is a true and correct reproduction of the original \$20,000.00 Note, is marked Exhibit "B", attached hereto and made a part hereof.

5. Neither the aforesaid \$30,000.00 Note or the aforesaid \$20,000.00 Note has been released, transferred or assigned.

6. Judgment has not been entered against Defendant on either the aforesaid \$30,000.00 Note or the aforesaid \$20,000.00 Note in any jurisdiction.

7. Both the aforesaid \$30,000.00 Note and the aforesaid \$20,000.00 Note authorize the entry of judgment against Defendant with or without an event of default thereon.

8. Defendant, however, is in default under the terms and conditions of the aforesaid \$30,000.00 Note for, among other reasons, failure to make payments when due.

9. Defendant is in default under the terms and conditions of the aforesaid \$20,000.00 Note for, among other reasons, failure to make payments when due.

10. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

11. The itemization of the amount due Plaintiff from Defendant, including interest and attorneys' fees as authorized by the \$30,000.00 Note and the \$20,000.00 Note, is as follows:

COUNT I -

\$30,000.00 PROMISSORY NOTE DATED JUNE 17, 1997

Principal	\$18,267.83
Interest (through 5/2/00)	\$ 1,073.41
Late Charges (through 5/2/00)	\$ 314.30
Attorney's Fees (10% of unpaid Principal and accrued interest)	<u>\$ 1,934.12</u>
TOTAL	\$21,589.66

COUNT II -

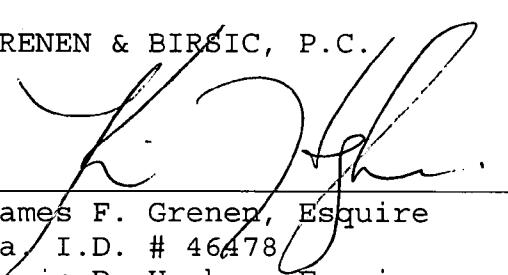
\$20,000.00 PROMISSORY NOTE DATED JUNE 17, 1997

Principal	\$15,788.57
Interest (through 5/2/00)	\$ 857.02
Late Charges (through 5/2/00)	\$ 220.00
Attorney's Fees (10% of unpaid Principal and accrued interest)	<u>\$ 1,664.52</u>
TOTAL	\$18,530.15

GRAND TOTAL **\$40,119.81**

WHEREFORE, the Plaintiff, as authorized by the Warrants of Attorney contained in the \$30,000.00 Note and the \$20,000.00 Note, demands judgment against the Defendant in the total sum of \$40,119.81, with interest on the principal sum of each respective Note (Count I-\$18,267.83; Count II - \$15,788.57) from May 2, 2000 at the respective contract rates of interest, and brings said instruments to Court to recover the said sum.

GRENEN & BIRŠIC, P.C.

By: 

James F. Grenen, Esquire
Pa. I.D. # 46478
Kevin D. Hughes, Esquire
Pa. I.D. #83291
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

with interest on the principal sum of each respective Note (Count I-\$18,267.83; Count II - \$15,788.57) from May 2, 2000 at the respective contract rates of interest, and brings said instruments to Court to recover the said sum.

Dated: 5-9-00

BY: 

GRENEN & BIRSIC, P.C.

~~James F. Grenen, Esquire
Kevin D. Hughes, Esquire
Attorneys for Defendant
Pro Hac Vice~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,

vs.

NO.:

HORCHEN'S CABINETRY & FINE
WOODWORKING, a Pennsylvania
General Partnership,

Defendant.

CONFESSTION OF JUDGMENT

Pursuant to the authority contained in the warrants of attorney contained in the \$30,000.00 Note and the \$20,000.00 Note, the originals or copies of which are attached to the Complaint filed in this action, I appear for the Defendant and confess judgment in favor of Plaintiff and against Defendant as follows:

COUNT I -

\$30,000.00 PROMISSORY NOTE DATED JUNE 17, 1997

Principal	\$18,267.83
Interest (through 5/2/00)	\$ 1,073.41
Late Charges (through 5/2/00)	\$ 314.30
Attorney's Fees (10% of unpaid Principal and accrued interest)	<u>\$ 1,934.12</u>
TOTAL	\$21,589.66

COUNT II -

\$20,000.00 PROMISSORY NOTE DATED JUNE 17, 1997

Principal	\$15,788.57
Interest (through 5/2/00)	\$ 857.02
Late Charges (through 5/2/00)	\$ 220.00
Attorney's Fees (10% of unpaid Principal and accrued interest)	<u>\$ 1,664.52</u>
TOTAL	\$18,530.15

GRAND TOTAL **\$40,119.81**

EXHIBIT "A"

**COPY****PROMISSORY NOTE**

Principal \$30,000.00	Loan Date 06-17-1997	Maturity 06-17-2002	Loan No 04565	Call 004	Collateral 004	Account 2000033783	Officer 713	Initials
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: HORCHEN'S CABINETRY & FINE WOODWORKING
200 PARK AVE
DuBOIS, PA 15801

Lender: S&T BANK
DuBOIS REGIONAL OFFICE
614 LIBERTY BLVD
DuBOIS, PA 15801

Principal Amount: \$30,000.00

Interest Rate: 9.390%

Date of Note: June 17, 1997

PROMISE TO PAY. HORCHEN'S CABINETRY & FINE WOODWORKING ("Borrower") promises to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty Thousand & 00/100 Dollars (\$30,000.00), together with interest at the rate of 9.390% per annum on the unpaid principal balance from June 17, 1997, until paid in full.

PAYMENT. Borrower will pay this loan in 60 payments of \$628.56 each payment. Borrower's first payment is due July 17, 1997, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on June 17, 2002, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$20.00, whichever is greater.

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

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of CLEARFIELD County, the Commonwealth of Pennsylvania. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

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

CONFESION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER WITH OR WITHOUT A DEFAULT UNDER THIS NOTE, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL

PROMISSORY NOTE
(Continued)

AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

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

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

HORCHEN'S CABINETRY & FINE WOODWORKING

By:  (SEAL)
DUSTIN J. HORCHEN, General Partner

By:  (SEAL)
RYAN M. HORCHEN, General Partner

Signed, acknowledged and delivered in the presence of:

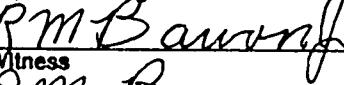

Witness
 
Witness

EXHIBIT "B"

**COPY****PROMISSORY NOTE**

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$20,000.00	06-17-1997	05-30-1998	04566		004	2000033783	713	

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

Borrower: HORCHEN'S CABINETRY & FINE WOODWORKING
200 PARK AVE
DuBOIS, PA 15801

Lender: S&T BANK
DUBOIS REGIONAL OFFICE
614 LIBERTY BLVD
DUBOIS, PA 15801

Principal Amount: \$20,000.00

Initial Rate: 9.500%

Date of Note: June 17, 1997

PROMISE TO PAY. HORCHEN'S CABINETRY & FINE WOODWORKING ("Borrower") promises to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Thousand & 00/100 Dollars (\$20,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan on demand, or if no demand is made, in one payment of all outstanding principal plus all accrued unpaid interest on May 30, 1998. In addition, Borrower will pay regular monthly payments of accrued unpaid interest beginning June 30, 1997, and all subsequent interest payments are due on the same day of each month after that. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published daily in the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each day. The Index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.000 percentage point over the Index, resulting in an initial rate of 9.500% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, they will reduce the principal balance due.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$20.00, whichever is greater.

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

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 3.000 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of CLEARFIELD County, the Commonwealth of Pennsylvania. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements

21 897

PROMISSORY NOTE
(Continued)

on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (a) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (b) Borrower or any guarantor ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (d) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (e) Lender in good faith deems itself insecure under this Note or any other agreement between Lender and Borrower.

LETTER OF CREDIT AVAILABILITY. In addition to the terms previously set forth, availability under this Note shall be reduced by the amount of any outstanding documentary or standby Letters of Credit issued for the Borrower's account. Also, any Letter of Credit issued for the Borrower which is presented for payment prior to the maturity of this loan, shall be funded by an advance of funds from the Line of Credit as evidenced by this Note.

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

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

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

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

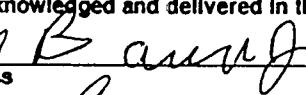
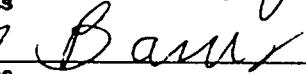
BORROWER:

HORCHEN'S CABINETRY & FINE WOODWORKING

By:  (SEAL)
DUSTIN J. HORCHEN, General Partner

By:  (SEAL)
RYAN M. HORCHEN, General Partner

Signed, acknowledged and delivered in the presence of:

x  Witness
x  Witness

VERIFICATION

I, Robert C. Berquist, Jr., Vice President and a duly authorized representative of S & T Bank, depose and say subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of my personal knowledge, information and belief.

Robert C. Berquist
Mr. Robert C. Berquist, Jr.
Vice President

Horchens

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 00-589-CO

COPY

HORCHEN'S CABINETRY & FINE
WOODWORKING, a Pennsylvania
General Partnership,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

To: Horchen's Cabinet and Fine Woodworking

() Plaintiff
(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on May 18, 2000.

() A copy of the Order or Decree is enclosed.

OR

(X) The judgment is as follows:

\$40,119.81 with interest on the principal sum of each respective Note (Count I-\$18,267.83; Count II - \$15,788.57) from May 2, 2000 at the respective contract rates of interest

Deputy

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

S&T BANK

COPY

Plaintiff(s)

No. 00-589-CD

vs.

Real Debt \$40,119.81

HORCHEN'S CABINETRY & FINE

Atty's Comm _____

WOODWORKING, a Pennsylvania General
Partnership,

Defendant(s)

Costs \$ _____

Int. From _____

Entry \$80.00

Instrument Complaint/Confession

Judgment

Date of Entry May 18, 2000

Expires May 18, 2005

Certified from the record this 18th day of May, 2000.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20____, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary
is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

KEVIN D. HUGHES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK
VS

00-589-CD

HORCHEN'S CABINETRY & FINE

NOTICE UNDER RULE 2958.1 OF JUDGMENT & EXECUTION THEREON
SHERIFF RETURNS

NOW JUNE 6, 2000 AT 11:18 AM DST SERVED THE WITHIN NOTICE
UNDER RULE 2958.1 OF JUDGMENT & EXECUTION THEREON ON
HORCHEN'S CABINETRY & FINE WOODWORKING, DEFENDANT AT
EMPLOYMENT 305 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO ANDY HORCHEN, OWNER A TRUE AND
ATTESTED COPY OF THE ORIGINAL NOTICE UNDER RULE 2958.1 OF
JUDGMENT & EXECUTION THEREON AND MADE KNOWN TO HIM THE
CONTENTS THEREOF.

SERVED BY: SNYDER

27.88 SHFF. HAWKINS PAID BY: ATTY
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

12th DAY OF June 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilynn Hamer

CHESTER A. HAWKINS
SHERIFF

FILED

JUN 12 2000
M12:39 PM
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
S&T BANK, CIVIL DIVISION

Plaintiff,

NO.: 00-589-00

ISSUE NO.:

vs.

114 HORCHEN'S CABINETRY & FINE
WOODWORKING, a Pennsylvania
General Partnership,

Defendant.

FILED ON BEHALF OF: S&T Bank,
Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:
James F. Grenen, Esquire
Pa. I.D. #46478
Kevin D. Hughes, Esquire
Pa. I.D. #83291

GRENEN & BIRSIC, P.C.

One Gateway Center-Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

JUL 03 2000

10:45 AM

William A. Shaw

Prothonotary

2000
DY HMTY

6 Writs to Sure E

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,
vs. NO.: 00-589-00

HORCHEN'S CABINETRY & FINE
WOODWORKING, a Pennsylvania
General Partnership,

Defendant.

PRAECIPE FOR WRIT OF EXECUTION
UPON A CONFESSED JUDGMENT

TO: Prothonotary

SIR:

Please issue a Writ of Execution upon a Judgment entered by
Confession in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against the Defendant, Horchen's Cabinetry & Fine
Woodworking, Inc.;
- (3) index this writ against

(A) Horchen's Cabinetry & Fine Woodworking, Inc.

(3) Amount Due \$41,857.18

Interest per diem at a rate of \$4.45
on the \$20,000.00 Note and \$5.81 on
the \$30,000.00 Note (from 8/11/99)

\$ 1,629.68

[Cost to be added] \$ _____
TOTAL \$43,486.86

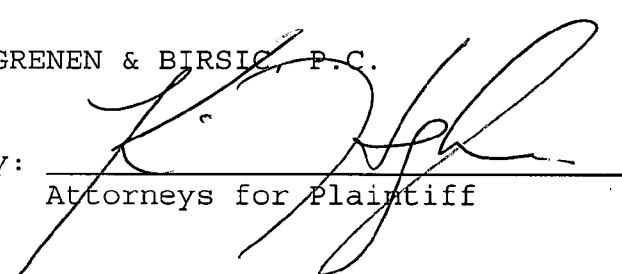
CERTIFICATION

I certify that:

(a) This praecipe is based upon a judgment entered by confession, and

(b) notice has been served pursuant to Rule 2958.1 at least thirty (30) days prior to the filing of this praecipe as evidenced by the return of service filed of record.

GRENEN & BIRSIC, P.C.

By: 

Atorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
S&T BANK, CIVIL DIVISION

Plaintiff,

NO.: 00-589-00

ISSUE NO.:

vs.

HORCHEN'S CABINETRY & FINE
WOODWORKING, INC., a
Pennsylvania General
Partnership,

TYPE OF PLEADING:
WRIT OF EXECUTION
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Defendant.

FILED ON BEHALF OF: S&T Bank,
Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:
James F. Grenen, Esquire
Pa. I.D. #46478
Kevin D. Hughes, Esquire
Pa. I.D. #83291

GRENEN & BIRSIC, P.C.

One Gateway Center-Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

JUL 03 2000
M 102456 AMT

William A. Shaw P.D.
Prothonotary 20-1

6 WANTS TO SHARE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 00-589-00

HORCHEN'S CABINETRY & FINE
WOODWORKING, INC., a
Pennsylvania General
Partnership,

Defendant.

WRIT OF EXECUTION

TO: SHERIFF OF CLEARFIELD COUNTY

To satisfy the judgment, interest and costs against Horchen's Cabinetry & Fine Woodworking, Inc., 305 Aspen Way, DuBois, PA 15801, Defendant,

- (1) You are directed to levy upon the personal property of the Defendant and to sell his interest therein;
- (2) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than a named Defendant, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.
- (3) Amount Due: \$41,857.18
Interest from 8/11/99 \$ 1,629.68
Costs (to be added) \$ 137.88
Total \$43,486.86

Date: July 3, 2000
Seal:

Prothonotary

SAT 116 IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
S&T BANK, CIVIL DIVISION

Plaintiff,

NO.: 00-589-00

ISSUE NO.:

TYPE OF PLEADING:

PRAECIPE TO SATISFY JUDGMENT

vs.

SAT 116 HORCHEN'S CABINETRY & FINE
WOODWORKING, a Pennsylvania
General Partnership,

Defendant.

CODE -

FILED ON BEHALF OF: S&T Bank,
Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

James F. Grenen, Esquire

Pa. I.D. #46478

Kevin D. Hughes, Esquire

Pa. I.D. #83291

GRENEN & BIRSIĆ, P.C.

One Gateway Center-Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

AUG 01 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,
vs. NO.: 00-589-00

HORCHEN'S CABINETRY & FINE
WOODWORKING, a Pennsylvania
General Partnership,

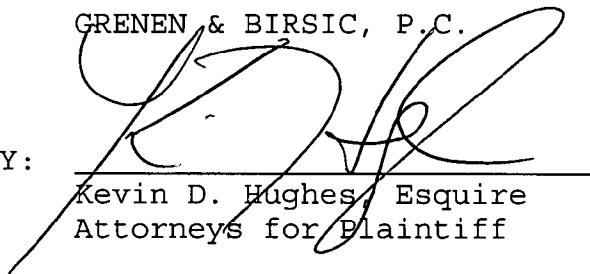
Defendant.

PRAECIPE TO SATISFY JUDGMENT

TO: PROTHONOTARY

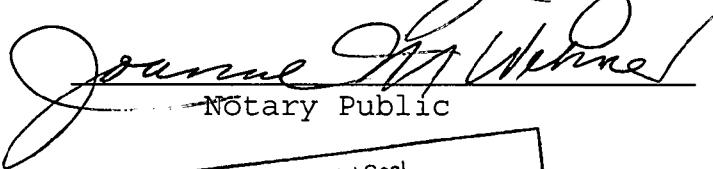
SIR:

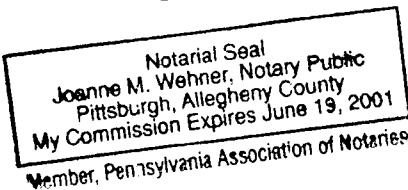
KINDLY mark the judgment satisfied in the above-captioned matter and mark the docket accordingly.

GRENEN & BIRSIC, P.C.
BY: 
Kevin D. Hughes, Esquire
Attorneys for Plaintiff

Sworn to and subscribed before me

this 26th day of July, 2000.


Joanne M. Wehner
Notary Public



CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 27 day of July, 2000, a true and correct copy of the foregoing Praeclipe to Satisfy Judgment was served upon the following via First Class Mail, postage prepaid:

Horchens Cabinetry & Fine Woodworking
305 Aspen Way
DuBois, PA 15801

GRENEN & BIRSIC, P.C.

BY:

Kevin D. Hughes, Esquire
Attorneys for Plaintiff
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650
Pa. I.D.#83291

FILED

AUG 01 2000
R. J. O'Leary, Atty General Paid
William A. Shaw \$7.00
Prothonotary

Cent. Satis to Atty
F. J. O'Leary

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

Docket No. 281

No. 00-589-CD

COPY

S&T BANK

Plaintiff(s)

Debt. \$40,119.81

Atty's Comm. _____

vs.

Interest From _____

HORCHEN'S CABINETRY & FINE

WOODWORKING, a Pennsylvania

General Partnership,

Defendant(s)

Costs \$7.00

NOW, August 1, 2000, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this
1st day of August A.D. 2000.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
S&T BANK, CIVIL DIVISION

Plaintiff,

NO.: 00-589-00

ISSUE NO.:

vs.

HORCHEN'S CABINETRY & FINE
WOODWORKING, INC., a
Pennsylvania General
Partnership,

Defendant.

FILED ON BEHALF OF: S&T Bank,
Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:
James F. Grenen, Esquire
Pa. I.D. #46478
Kevin D. Hughes, Esquire
Pa. I.D. #83291

GRENEN & BIRSIĆ, P.C.

One Gateway Center-Nine West
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,
vs. NO.: 00-589-00

HORCHEN'S CABINETRY & FINE
WOODWORKING, INC., a
Pennsylvania General
Partnership,

Defendant.

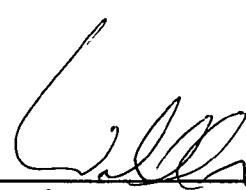
WRIT OF EXECUTION

TO: SHERIFF OF CLEARFIELD COUNTY

To satisfy the judgment, interest and costs against Horchen's Cabinetry & Fine Woodworking, Inc., 305 Aspen Way, DuBois, PA 15801, Defendant,

- (1) You are directed to levy upon the personal property of the Defendant and to sell his interest therein;
- (2) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than a named Defendant, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.
- (3) Amount Due: \$41,857.18
Interest from 8/11/99 \$ 1,629.68
Costs (to be added) \$ 137.88
Total \$43,486.86

Date: July 3, 2000
Seal:



Prothonotary

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

RECEIVED JUL 3 2000

(a) 10:45 AM
Wesler A. Hawkins
by Margaret H. Pitt

In The Court of Common Pleas of Clearfield County, Pennsylvania

S & T

Sheriff Docket # 9886

00-589-CD

VS.

HORCHEN'S CABINTRY & FINE EX

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

**NOW, JULY 7, 2000, RECEIVED A FAX THAT A LEVY AND LOCK-OUT IS TO
TAKE PLACE OF JULY 11, 2000, AT 9:00AM O'CLOCK, S & T BANK WILL HAVE
A REPRESENTATIVE THERE.**

**NOW, JULY 10, 2000, AT 9:30 AM O'CLOCK SERVED WRIT OF EXECUTION ON
BRUNIE HORCHEN, OWNER OF HORCHEN'S CABINTRY & FINE WOODWORKING,
INC., DEFENDANT, AT HIS PLACE OF EMPLOYMENT, 308 ASPEN WAY, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO BRUNIE HORCHEN,
OWNER OR HORCHEN'S CABINTRY & FINE WOODWORKING, INC., DEFENDANT,
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND MADE
KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, JULY 11, 2000, AT 9:30 AM O'CLOCK A LEVY WAS TAKEN ON THE
PROPERTY OF THE DEFENDANT, PROPERTY WAS LOCKED.**

**NOW, AUGUST 7, 2000, RECEIVED A FAX THAT JUDGMENT HAS BEEN
SATISFIED WITH THE PROTHONOTARY, WRIT IS TO BE RETURNED.**

**NOW, APRIL 16, 2001, RETURN WRIT AS BEING SATISFIED, PAID COSTS
FROM ADVANCE WITH THE ATTORNEY PAYING REMAINING COSTS.**

SHERIFF HAWKINS \$928.16

SURCHARGE 20.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 9886

S & T

00-589-CD

VS.

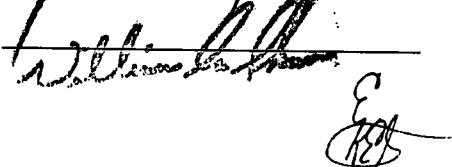
HORCHEN'S CABINTRY & FINE EX

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

Sworn to Before Me This

16 Day Of April 2001



So Answers,


by Margaret H. Potts
Chester A. Hawkins
Sheriff

GRENNEN & BIRSIIC, P.C.

ATTORNEYS AT LAW

**ONE GATEWAY CENTER
NINE WEST
PIITSBURGH, PA 15222
(412) 281-7650
FAX (412) 281-7657
EMAIL grenbirs@mda.net**

July 7, 2000

VIA FAX (814) 765-6089

**Office of the Sheriff
CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, PA 16830**

ATTENTION: Peggy

**RE: S&T Bank v. Horchen's Cabinetry & Fine Woodworking;
Clearfield County No. 00-589-00**

Dear Peggy:

Pursuant to the Writ of Execution that has been entered in the above-captioned matter, please execute on the property of Horchen's Cabinetry & Fine Woodworking located at 308 Aspen Way, DuBois, PA 15801. This execution will include a levy and lock-out per our conversation. It is my understanding that the execution will be conducted on Tuesday, July 11, 2000 at 9:00 a.m. S&T Bank will have a representative and a locksmith at the property on July 11, 2000.

Should you have any questions, please feel free to call.

Very truly yours,

Kevin D. Hughes

KDH/amt

COPY

GRENEN & BIRSI, P.C.

ATTORNEYS AT LAW

ONE GATEWAY CENTER
NINE WEST
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657
EMAIL gumbin@mds.net

August 7, 2000

VIA FAX 814-765-6089

Clearfield County Sheriff's Department

Attention: Peggy

Re: S&T Bank vs. Horchens Cabinetry and Fine Woodworking;
S&T Bank vs. Bruni L. Horchen and Victoria L. Horchen;
S&T Bank vs. Ryan Horchen

Dear Peggy:

Please be advised that judgments in the above-referenced matters have been satisfied with the Clearfield County Prothonotary. Therefore, there will be no need to take any further action with regard to execution on the judgment by the Clearfield County Sheriff's Department.

Thank you for your assistance, and should you have any questions or need any additional information, please feel free to call.

Very truly yours,

Kevin D. Hughes

KDH/klm

COPY

Personal Property Sale

Personal Property Sale

PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION

HORCHEN'S

00-589-CD

NOW, _____, by virtue of the writ hereunto attached, after having given due and legal notice of the time and place of sale, by handbills posted on the premises setting forth the time and place of sale, I sold on the _____ day of 2000, the defendant's personal property for _____, and made the following appropriations.

SHERIFF'S COSTS:

DEBT & INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	9.88
LEVY	20.00
MILEAGE	9.88
POSTING	
HANDBILLS	
COMMISSION	869.74
UNABLE TO LEVY	
POSTAGE	+ .66
ADD'L SERVICE	
ADD'L MILEAGE	
ADD'L LEVY/DEPUTIZE	
ADD'L POSTING	
COPIES	
BID	
RETURN OF INT'S	
SHERIFF COSTS	\$928.16
COMMISSION 2% FIRST	\$100.00

DEBT \$ 41,857.18
INTEREST from 8-11-99 1,629.68

TOTAL AT PRESENT **\$ 43,486.86**

COSTS:

ATTORNEY PAID _____ \$
COSTS TO BE ADDED _____ \$ 137.88

SHERIFF COSTS \$ 928.16
REFUND OF ADVANCE \$
REFUND OF SURCHARGE \$

TOTAL COSTS \$ 928.16
AND 14% 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 OF CLEARFIELD COUNTY

copy