

00-744-CD
SKY BANK successor by merger -vs- BRUNIE HORCHEN et al

116 SKY BANK, successor by merger
with FIRST WESTERN BANK, N.A.
Plaintiff

v.

14 BRUNIE HORCHEN individually,
RYAN MICHAEL HORCHEN individually,
DUSTIN JAMES HORCHEN individually
AND t/d/b/a HORCHENS CABINETRY
FINE WOODWORKING, a Partnership
Defendants

) IN THE COURT OF COMMON PLEAS
) OF CLEARFIELD COUNTY, PA
)
) CIVIL ACTION - LAW
)
) NO. 00-744-CO

TO THE ABOVE DEFENDANTS:

YOU ARE HEREBY NOTIFIED as required by law that a judgment has been entered against you in the amount of \$59,692.95, plus interest and costs at the above term and number on June 23, 2000. You will find enclosed copies of all documents filed in this office in support of the Confession of Judgment.

FILED

CLERK OF RECORDS
PROTHONOTARY DIVISION

JUN 23 2000

William A. Shaw
Prothonotary

By William A. Shaw
Deputy Clerk

If you have any questions regarding this Notice, please contact the filing party:

Name: Richard J. Parks, Esq.

Address: MacDonald, Illig, Jones & Britton LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1498

Telephone No.: (814) 870-7754

(This Notice is given in accordance with Pa.R.C.P. 236).

SKY BANK, successor by merger) IN THE COURT OF COMMON PLEAS
with FIRST WESTERN BANK, N.A.) OF CLEARFIELD COUNTY, PA
Plaintiff)
v.)
) CIVIL ACTION - LAW
)
BRUNIE HORCHEN individually,)
RYAN MICHAEL HORCHEN individually,)
DUSTIN JAMES HORCHEN individually)
AND t/d/b/a HORCHENS CABINETRY)
FINE WOODWORKING, a Partnership)
Defendants) NO. 00-744-CO

COMPLAINT IN CONFESSION OF JUDGMENT

AND NOW, comes the plaintiffs, by and through its attorneys, MacDonald, Illig, Jones & Britton LLP, averring the following facts as the basis for its Complaint in Judgment against the Defendants:

1. The plaintiff is Sky Bank, successor by merger with First Western Bank, National Association, (hereinafter "Plaintiff"), a lending institution duly authorized to conduct business in the Commonwealth of Pennsylvania, with a principal place of business located at 101 East Washington Street, New Castle, Pennsylvania 16103-1488.

2. The defendants, Brunie Horchen, individually, Ryan Michael Horchen, individually and Dustin James Horchen, individually and collectively all t/d/b/a Horchens Cabinetry and Fine Woodworking are a Pennsylvania Partnership whose last known business address is 305 Aspen Way, DuBois, Pennsylvania 15801.

3. On or about December 23, 1998, plaintiff made a loan to defendants as general partners in the principal amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Loan"), as evidenced by that certain Note (the "Note"), a true and correct copy of which is attached hereto as Exhibit "A".

4. The Note has not been assigned.

5. Plaintiff is the holder of the Note.

6. Judgment has not been entered on the Note against defendant in this or any other jurisdiction.

7. According to the terms of the Note, judgment may be entered at any time after a declaration of default.

8. Defendants are in default under the terms of the aforesaid Note, attached hereto as Exhibit "A", for failure to make payments to plaintiff when due.

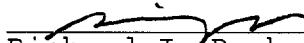
9. The amount due from the defendants to plaintiff for which judgment is authorized, as of May 30, 2000, is \$59,692.95, computed as follows:

Unpaid Principal Balance:	\$49,249.87
Interest to May 30, 2000:	\$ 3,910.32
Late Charges:	\$ 1,106.13
Attorney Fee at 10%:	<u>\$ 5,426.63</u>
 TOTAL:	 <u>\$59,692.95</u>

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

11. The underlying transaction, as evidenced in part by Exhibit "A", is a commercial transaction.

WHEREFORE, plaintiff demands that judgment be entered in its favor and against the defendants in the amount of \$59,692.95, plus costs and interest at the rate of \$14.84 per diem from and after May 30, 2000, as provided in Exhibit "A".


Richard J. Parks
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1498
(814) 870-7754

Attorneys for Plaintiff(s)
Sky Bank. successor by merger
with First Western Bank, N.A.

PROMISSORY NOTE

Principal \$50,000.00	Loan Date	Maturity	Loan No. 1100020942	Call 410	Collateral 27	Account	Officer 291	Initiate
--------------------------	-----------	----------	------------------------	-------------	------------------	---------	----------------	----------

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: Horchens Cabinetry and Fine Woodworking
305 Aspen Way
DuBois, PA 15801

Lender: FIRST WESTERN BANK, NATIONAL ASSOCIATION
PUNXSUTAWNEY
PO BOX 1488
NEW CASTLE, PA 16103

Principal Amount: \$50,000.00

Initial Rate: 9.750%

Date of Note: 12-3-98

PROMISE TO PAY. Horchens Cabinetry and Fine Woodworking ("Borrower") promises to pay to FIRST WESTERN BANK, NATIONAL ASSOCIATION ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of Fifty Thousand & 00/100 Dollars (\$50,000.00) 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 immediately upon Lender's demand. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 1, 1999, with all subsequent interest payments to be 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 maximum Wall Street Journal Prime Rate (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 7.750% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 2.000 percentage points over the Index, resulting in an initial rate of 9.750% 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.

LENDER'S RIGHTS. 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 JEFFERSON 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.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

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 may be requested orally by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following party or parties are authorized to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: **Brunle Horchen, Partner; Dustin James Horchen, Partner; and Ryan Michael Horchen, Partner.** 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 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.

ANNUAL CLEAN-UP. Borrower agrees that for a period of at least thirty (30) consecutive days during each of its fiscal years, there shall be no principal outstanding under the Note.

COLLATERAL. This Loan is secured by a secured interest in inventory, chattel paper, accounts, equipment and general intangibles of the Borrower as evidenced by a Commercial Security Agreement of even date herewith.

PURPOSE. This Loan is for the purpose of working capital.

AUTOMATIC OVERDRAFT PROTECTION. Borrower wishes to combine Borrower's Line of Credit, No. 1100020942, and Borrower's general Demand Deposit Account, No. 4600752406 with the automatic over. The parties hereto, intending to be legally bound hereby agree that this Promissory Note authorizes Lender to automatically transfer funds from Borrower's general Demand Deposit Account to Borrower's Line of Credit. In regard to said transfer, no contact need be made by Borrower to Lender or by Lender by check or otherwise from Borrower's transaction account to Borrower's Line of Credit with

EXHIBIT

A

PROMISSORY NOTE
(Continued)

Page 2

Loan No 1100020942

Lender, if such funds transfer is necessary to keep the said transaction account from becoming overdrawn. Anything herein contained to the contrary notwithstanding, Lender shall be under no obligation to transfer funds if such transfer would raise the aggregate outstanding balance under the Line of Credit Note beyond its maximum credit limit..

DEPOSITORY. Borrower shall maintain its main depository accounts with Lender during the term of the loans.

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.

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

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. 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:

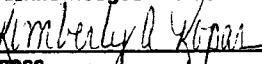
Horchens Cabinetry and Fine Woodworking

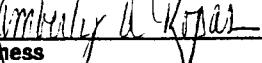
By:  (SEAL)
Brunie Horchen, General Partner

By:  (SEAL)
Dustin James Horchen, General Partner

By:  (SEAL)
Ryan Michael Horchen, General Partner

Signed, acknowledged and delivered in the presence of:

 Witness

 Witness

CONFESSSION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint filed in this action, I hereby appear for the defendants and confess judgment in favor of Sky Bank, successor by merger with First Western Bank, N.A. and against defendants as follows:

Unpaid Principal Balance:	\$49,249.87
Interest to May 30, 2000:	\$ 3,910.32
Late Charges:	\$ 1,106.13
Attorney Fee at 10%:	<u>\$ 5,426.63</u>
 TOTAL:	 <u>\$59,692.95</u>

Plus costs and interest at the contractual rate of \$14.84 per diem from and after May 30, 2000.


Richard J. Parks
Attorney for Defendants

CERTIFICATE

I hereby certify that the precise address of the plaintiff is: 101 East Washington Street, New Castle, Pennsylvania 16103-1488. I further certify that the last known address of the defendants is: 305 Aspen Way, DuBois, Pennsylvania 15801.

I further certify that the underlying transaction, as evidenced in part by Exhibit "A" attached hereto, is a commercial transaction.


Richard J. Parks
Attorney for Plaintiff

SKY BANK, successor by merger
with FIRST WESTERN BANK, N.A.
Plaintiff

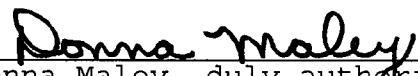
v.

BRUNIE HORCHEN individually,
RYAN MICHAEL HORCHEN individually,
DUSTIN JAMES HORCHEN individually
AND t/d/b/a HORCHENS CABINETRY
FINE WOODWORKING, a Partnership
Defendants

) IN THE COURT OF COMMON PLEAS
) OF CLEARFIELD COUNTY, PA
)
) CIVIL ACTION - LAW
)
) NO. 00-744-CO

UNSWORN VERIFICATION UNDER 18 PA.C.S.A. § 4904

The undersigned, Donna Maley, duly authorized representative of Sky Bank, successor by merger with First Western Bank, N.A., does hereby swear and affirm that she is authorized to make this Verification on behalf of Sky Bank, successor by merger with First Western Bank, N.A., and that the averments set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of her knowledge or information and belief. This statement is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.



Donna Maley, duly authorized
representative of Sky Bank,
successor by merger with
First Western Bank, N.A.

FILED

Atty Parks pd \$30.00
JUN 23 2000
JUN 19 2000 not to Oly. B. Hachen
William A. Shaw
Prothonotary
R. Hachen
O. Hachen

Statement to Atty Parks

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

COPY

SKY BANK, Successor by merger with
FIRST WESTERN BANK, N.A.,

Plaintiff(s)

No. 00-744-CD

vs.

BRUNIE HORCHEN,

Defendant(s)

Costs \$ _____

Int. From _____

Entry \$20.00 _____

Instrument Confession Judgment _____

Date of Entry June 23, 2000 _____

Expires June 23, 2005 _____

Certified from the record this 23rd day of June, 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

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

COPY

SKY BANK, Successor by merger with
FIRST WESTERN BANK, N.A.,

Plaintiff(s)

No. 00-744-CD

vs.

BRUNIE HORCHEN,

Defendant(s)

Costs \$ _____

Int. From _____

Entry \$20.00 _____

Instrument Confession Judgment

Date of Entry June 23, 2000

Expires June 23, 2005

Certified from the record this 26th day of June, 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

SKY BANK, successor by merger
with FIRST WESTERN BANK, N.A.
Plaintiff
v.
BRUNIE HORCHEN individually,
RYAN MICHAEL HORCHEN individually,
DUSTIN JAMES HORCHEN individually
AND t/d/b/a HORCHENS CABINETRY
FINE WOODWORKING, a Partnership
Defendants

) IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
)
) CIVIL ACTION - LAW
)
) NO. 00-744-CD

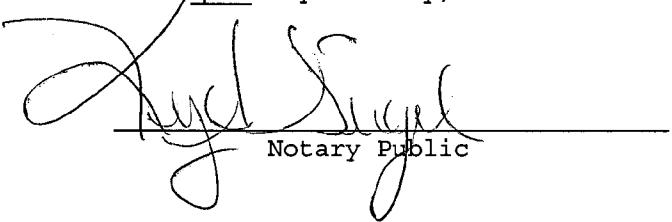
AFFIDAVIT OF SERVICE
PURSUANT TO Pa.R.C.P. NO. 2958.1(c)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ERIE) ss:
)

I, Richard J. Parks, counsel for plaintiff, being duly sworn according to law, certify that service of the Notice Under Rule 2958.1 of Judgment and Execution Thereon was made upon the defendant, Brunie Horchen, by certified mail, restricted delivery, return receipt requested, at the addresses indicated on the Notice, which was claimed by the defendant or his authorized agent on June 29, 2000, as evidenced by receipts attached hereto as Exhibit A.


Richard J. Parks

Sworn to and subscribed before me
this 10th day of July, 2000.


Notary Public

Notarial Seal
Kimberly A. Siegel, Notary Public
Erie, Erie County
My Commission Expires Aug. 27 2001

FILED

JUL 13 2000

William A. Shaw
Prothonotary

SENDER:

- Check box at right if you require Restricted Delivery.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

Brunie Horchen
205 Spen Way
Dubois, PA 15801

I also wish to receive the
following services (for an extra fee): Restricted Delivery

Consult postmaster for fee.

4a. Article Number

P 975 398 568

4b. Service Type

 CERTIFIED

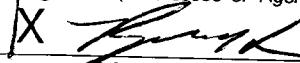
7. Date of Delivery

6-29

5. Received By: (Print Name)

RYAN M. HORCHEN

6. Signature: (Addressee or Agent)



PS FORM 3811, December 1994

8. Addressee's Address

Domestic Return Receipt

EXHIBIT

tabbies®

A

FILED

13,06 NOV
William A. Shaw
Prothonotary
WAS

SKY BANK, successor by merger) IN THE COURT OF COMMON PLEAS
with FIRST WESTERN BANK, N.A.) OF CLEARFIELD COUNTY, PA
Plaintiff)
)
v.) CIVIL ACTION - LAW
)
BRUNIE HORCHEN individually,)
RYAN MICHAEL HORCHEN individually,)
DUSTIN JAMES HORCHEN individually)
AND t/d/b/a HORCHENS CABINETRY)
FINE WOODWORKING, a Partnership)
Defendants) NO. 00-744-CD

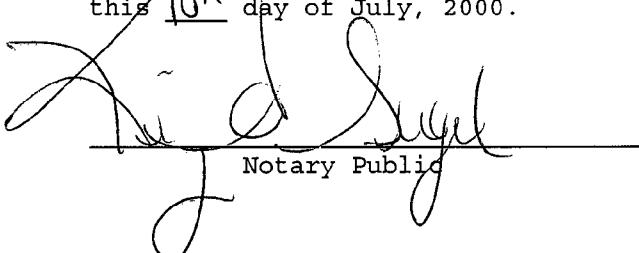
AFFIDAVIT OF SERVICE
PURSUANT TO Pa.R.C.P. NO. 2958.1(c)

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ERIE) SS:
)

I, Richard J. Parks, counsel for plaintiff, being duly sworn according to law, certify that service of the Notice Under Rule 2958.1 of Judgment and Execution Thereon was made upon the defendants, Ryan Michael Horchen, Dustin James Horchen, individually and t/d/b/a Horchens Cabinetry & Fine Woodworking, by certified mail, restricted delivery, return receipt requested, at the addresses indicated on the Notice, which was claimed by the defendants or their authorized agent on June 30, 2000, as evidenced by receipts attached hereto as Exhibit A.


Richard J. Parks

Sworn to and subscribed before me
this 10th day of July, 2000.

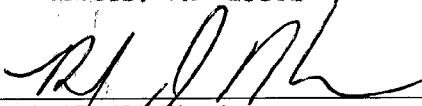

Notary Public

Notarial Seal
Kimberly A. Siegel, Notary Public
Erie, Erie County
My Commission Expires Aug. 27 2001

FILED

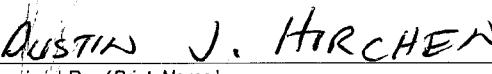
JUL 13 2000

William A. Shaw
Prothonotary

SENDER: <input type="checkbox"/> Check box at right if you require Restricted Delivery. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): <input checked="" type="checkbox"/> Restricted Delivery <input type="checkbox"/> Consult postmaster for fee.
3. Article Addressed to:		4a. Article Number P 975 398 569
Ryan Michael Horchen 305 Aspen Way Dubois, PA 15801 		4b. Service Type <input checked="" type="checkbox"/> CERTIFIED
5. Received By: (Print Name) DUSTIN J. Horchen		7. Date of Delivery 6-30
6. Signature: (Addressee or Agent) X		8. Addressee's Address 7

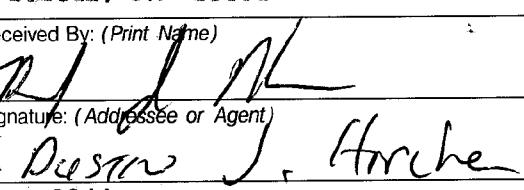
PS FORM 3811, December 1994

Domestic Return Receipt

SENDER: <input type="checkbox"/> Check box at right if you require Restricted Delivery. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): <input checked="" type="checkbox"/> Restricted Delivery <input type="checkbox"/> Consult postmaster for fee.
3. Article Addressed to:		4a. Article Number P 975 398 570
Dustin James Horchen 305 Aspen Way Dubois, PA 15801 		4b. Service Type <input checked="" type="checkbox"/> CERTIFIED
5. Received By: (Print Name) RJ Horchen		7. Date of Delivery 6-30
6. Signature: (Addressee or Agent) X		8. Addressee's Address

PS FORM 3811, December 1994

Domestic Return Receipt

SENDER: <input type="checkbox"/> Check box at right if you require Restricted Delivery. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): <input checked="" type="checkbox"/> Restricted Delivery <input type="checkbox"/> Consult postmaster for fee.
3. Article Addressed to:		4a. Article Number P 975 398 571
Brunie Horchen, Ryan Michael Horchen, Dustin James Horchen t/d/b/a Horchens Cabinetry & Fine Woodworking 305 Aspen Way Dubois, PA 15801 		4b. Service Type <input checked="" type="checkbox"/> CERTIFIED
5. Received By: (Print Name) RJ Horchen		7. Date of Delivery 6-30
6. Signature: (Addressee or Agent) X Dustin J. Horchen		8. Addressee's Address

PS FORM 3811, December 1994

Domestic Return Receipt

EXHIBIT

Tabby's

A

FILED

JUL 13 2000
M 13 02 NO 00
William A. Shaw
Prothonotary
EPA

SAT 11/4
SKY BANK, successor by merger
with FIRST WESTERN BANK, N.A.

Plaintiff

v.

BRUNIE HORCHEN individually,

RYAN MICHAEL HORCHEN individually,

DUSTIN JAMES HORCHEN individually

AND t/d/b/a HORCHENS CABINETRY

FINE WOODWORKING, a Partnership

Defendants

) IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA

) CIVIL ACTION - LAW

) NO. 00-744-CD

PRACTICE AND POWER OF ATTORNEY FOR
SATISFACTION AND/OR TERMINATION

TO THE PROTHONOTARY/CLERK OF SAID COURT:

You are hereby authorized, empowered, and directed to enter, as indicated, the following on the records thereof:

A. 1. The within suit is Settled, Discontinued, Ended and costs paid.
2. The within suit is Settled, Discontinued, Ended WITH Prejudice and costs paid.
3. The within suit is Settled, Discontinued, Ended WITHOUT Prejudice and costs paid as a result of a "cure" of the mortgage arrearages.
* * * * *

B. 1. Satisfaction of the Award in the within suit is acknowledged.
2. Satisfaction of Judgment, with interest and costs, in the within matter is acknowledged.
* * * * *

C. Other:

DATE: 8/14/00

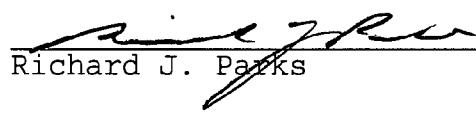

Signature of authorizing party

WITNESS (if signer is other than a registered attorney):

Attorney or Notary

COST PAYMENT VERIFICATION

I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED UNTIL ALL COSTS HAVE BEEN PAID, INCLUDING SHERIFF'S COSTS; AND HEREBY VERIFY THAT ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 PA.C.S. SEC. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.


Richard J. Parks

FILED

0/2:45 pm
AUG 16 2000

702 pd by
McDonald, Jones
+ gutta
William A. Shaw
Prothonotary
J Time Stamp C to att.

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

Docket No. 281

No. 00-744-CD

SKY BANK, successor by merger with
FIRST WESTERN BANK, N.A.

Plaintiff(s)

Debt. \$ 59,692.95

vs.

Atty's Comm.

Interest From

BRUNIE HORCHEN individually,
RYAN MICHAEL HORCHEN individually

DUSTIN JAMES HORCHEN individually
AND t/d/b/a HORCHENS CABINETRY
and FINE WOODWORKING, a PARTNERSHIP

Defendant(s)

Costs \$7.00

NOW, August 16, 2000, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this
16th day of August A.D. 2000.

Prothonotary

FILED

AUG 16 2000

William A. Shaw
Prothonotary

COPY

FILED

03/25/00

AUG 16 2000

PS 700
By att

William A. Shaw
Prothonotary
D.T. Stamps Copier Addl

1/22