

00-306-CD
S & T BANK -vs- GARY P. LYONS et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

 S & T BANK,

CIVIL ACTION - LAW

Plaintiff,

Number 62000, C. D.
00-806-CO

vs.

Type of Case: Civil Division

GARY P. LYONS and JOANNE W.
LYONS,

Defendants.

Type of Pleading: Complaint in Confession
of Judgment

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER
293 Main Street
Brookville, Pennsylvania 15825
(814) 849-8316

FILED

JUL 12 2000

William A. Shaw
Prothonotary

S & T BANK,

Plaintiff,

vs.

GARY P. LYONS and JOANNE W.
LYONS,

Defendants.

* In the Court of Common Pleas
* of Clearfield County, Pennsylvania
* Civil Action - Law
*
*
* CONFESSION OF JUDGMENT
*
*
* Number of 2000, C. D.

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff files this Complaint pursuant to Pa. R. C. P. No. 2951(b) for judgment by confession and avers the following:

1. Plaintiff, S & T Bank, is a banking institution organized and existing under the laws of the Commonwealth of Pennsylvania with offices located in Brockway, Jefferson County, Pennsylvania.
2. The Defendants, Gary P. Lyons and Joanne W. Lyons are individuals of full age and *sui juris*, residing at 69 Ohio Avenue, DuBois, Pennsylvania 15801.
3. Attached hereto is a true and correct copy of the original instrument duly executed by the Defendants.
4. Judgment has not been entered on the attached instrument in any jurisdiction.
5. The attached instrument has not been assigned.

6. No default is required under the terms of the attached instrument to confess judgment on the amount due thereon.

7. The judgment is not being entered by a confession against a natural person in connection with a consumer credit transaction.

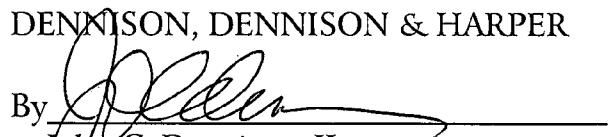
8. As a consequence of the foregoing, the Defendants are liable to the Plaintiff as follows, which is in accordance with the computations set forth in a loan history which is attached hereto:

Principal	\$65,172.90
Interest to June 17, 2000	7,369.52
Late Charges	443.44
Attorney's Fees	<u>7,298.59</u>
TOTAL	\$80,284.45

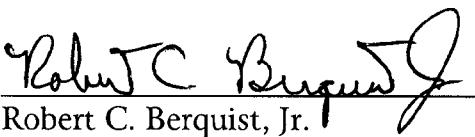
WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of Eighty Thousand Two Hundred Eighty-four and 45/100 Dollars (\$80,284.45) as authorized by the warrant appearing in the attached instrument.

DENNISON, DENNISON & HARPER

By


John C. Dennison, II
Attorneys for Plaintiff

I verify that I am the Vice President of S & T Bank, a corporation organized and doing business under the laws of the Commonwealth of Pennsylvania, the within Plaintiff; I make this Affidavit on its behalf being authorized to do so; I verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein made are subject to the penalties of 18 Pa. C. S. Section 4904, relating to unsworn falsification to authorities.



Robert C. Berquist, Jr.

Dated: June 19, 2000

S & T BANK,

Plaintiff,

vs.

GARY P. LYONS and JOANNE W.
LYONS,

Defendants.

* In the Court of Common Pleas
* of Clearfield County, Pennsylvania
* Civil Action - Law
*
*
* CONFESSON OF JUDGMENT
*
*
* Number of 2000, C. D.

CONFESSON 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 appear for the Defendants and confess judgment in favor of the Plaintiff and against the Defendants as follows:

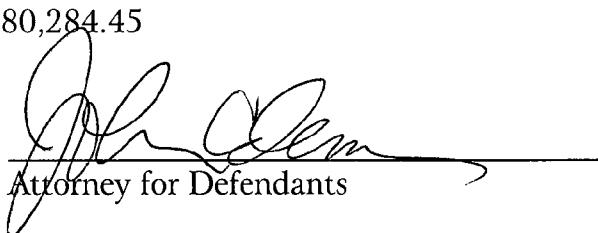
Unpaid Balance \$65,172.90

Interest to June 17, 2000 7,369.52

Late Charges 443.44

Attorney's Fees 7,298.59

Total \$80,284.45

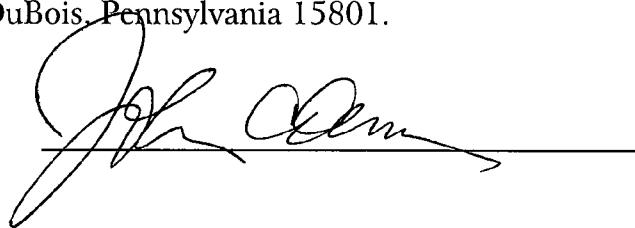

John D. Lyon

Attorney for Defendants

Judgment entered as above.

Prothonotary

I hereby certify that the precise address of the Defendants, Gary P. Lyons and
Joanne W. Lyons, is 69 Ohio Avenue, DuBois, Pennsylvania 15801.

A handwritten signature in black ink, appearing to read "John O'Dell", is written over a horizontal line.



COPY

OMB Approval No. 3245-0201

SBA LOAN NO.

LDP 866137 30 09

SMALL BUSINESS ADMINISTRATION (SBA) GUARANTY

THE CONFESSION OF JUDGMENT ON THE REVERSE SIDE IS PART OF THIS OBLIGATION.

January 17, 1996

In order to induce S&T BANK (SBA or other Lending Institution) to make a loan or loans, or renewal or extension thereof, to MIDSTATE TRUCK BODIES AND EQUIPMENT, INC.

(hereinafter called "Debtor"), the Undersigned hereby unconditionally guarantees to Lender, its successors and assigns, the due and punctual payment when due, whether by acceleration or otherwise, in accordance with the terms thereof, of the principal of and interest on and all other sums payable, or stated to be payable, with respect to the note of the Debtor, made by the Debtor to Lender, dated January 17, 1996

in the principal amount of \$ 100,000.00 with interest at the rate of

(As set forth in the Note) per cent per annum. Such note, and the interest thereon and all other sums payable with respect thereto are hereinafter collectively called "Liabilities." As security for the performance of this guaranty the Undersigned hereby mortgages, pledges, assigns, transfers and delivers to Lender certain collateral (if any), listed in the schedule on the reverse side hereof. The term "collateral" as used herein shall mean any funds, guarantees, agreements or other property or rights or interests of any nature whatsoever, or the proceeds thereof, which may have been, are, or hereafter may be, mortgaged, pledged, assigned, transferred or delivered directly or indirectly by or on behalf of the Debtor or the Undersigned or any other party to Lender or to the holder of the aforesaid note of the Debtor, or which may have been, are, or hereafter may be held by any party as trustee or otherwise, as security, whether immediate or underlying, for the performance of this guaranty or the payment of the Liabilities or any of them or any security therefor.

The Undersigned waives any notice of the incurring by the Debtor at any time of any of the Liabilities, and waives any and all presentment, demand, protest or notice of dishonor, nonpayment, or other default with respect to any of the Liabilities and any obligation of any party at any time comprised in the collateral. The Undersigned hereby grants to Lender full power, in its uncontrolled discretion and without notice to the Undersigned, but subject to the provisions of any agreement between the Debtor or any other party and Lender at the time in force, to deal in any manner with the Liabilities and the collateral, including, but without limiting the generality of the foregoing, the following powers:

- (a) To modify or otherwise change any terms of all or any part of the Liabilities or the rate of interest thereon (but not to increase the principal amount of the note of the Debtor to Lender), to grant any extension or renewal thereof and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto;
- (b) To enter into any agreement of forbearance with respect to all or any part of the Liabilities, or with respect to all or any part of the collateral, and to change the terms of any such agreement;
- (c) To forbear from calling for additional collateral to secure any of the Liabilities or to secure any obligation comprised in the collateral;
- (d) To consent to the substitution, exchange, or release of all or any part of the collateral, whether or not the collateral, if any, received by Lender upon any such substitution, exchange, or release shall be of the same or of a different character or value than the collateral surrendered by Lender;
- (e) In the event of the nonpayment when due, whether by acceleration or otherwise, of any of the Liabilities, or in the event of default in the performance of any obligation comprised in the collateral, to realize on the collateral or any part thereof, as a whole or in such parcels or subdivided interests as Lender may elect, at any public or private sale or sales, for cash or on credit or for future delivery, without demand, advertisement or notice of the time or place of sale or any adjournment thereof (the Undersigned hereby waiving any such demand, advertisement and notice to the extent permitted by law), or by foreclosure or otherwise, or to forbear from realizing thereon, all as Lender in its uncontrolled discretion may deem proper, and to purchase all or any part of the collateral for its own account at any such sale or foreclosure, such powers to be exercised only to the extent permitted by law.

The obligations of the Undersigned hereunder shall not be released, discharged or in any way affected, nor shall the Undersigned have any rights or recourse against Lender, by reason of any action Lender may take or omit to take under the foregoing powers.

In case the Debtor shall fail to pay all or any part of the Liabilities when due, whether by acceleration or otherwise, according to the terms of said note, the Undersigned, immediately upon the written demand of Lender, will pay to Lender the amount due and unpaid by the Debtor as aforesaid, in like manner as if such amount constituted the direct and primary obligation of the Undersigned. Lender shall not be required, prior to any such demand or payment by, the Undersigned, to make any demand upon or pursue or exhaust any of its rights or remedies against the Debtor or others with respect to the payment of any of the Liabilities, or to pursue or exhaust any of its rights or remedies with respect to any part of the collateral. The Undersigned shall have no right of subrogation whatsoever with respect to any part of the collateral.

The obligations of the Undersigned hereunder, and the rights of Lender in the collateral, shall not be released, discharged or in any way affected, nor shall the Undersigned have any rights against Lender: by reason of the fact that any of the collateral may be in default at the time of acceptance thereof by Lender or later; nor by reason of the fact that a valid lien in any of the collateral may not be conveyed to, or created in favor of, Lender; nor by reason of the fact that any of the collateral may be subject to equities or defenses or claims in favor of others or may be invalid or defective in any way; nor by reason of the fact that any of the Liabilities may be invalid for any reason whatsoever; nor by reason of the fact that the value of any of the collateral, or the financial condition of the Debtor or of any obligor under or guarantor of any of the collateral, may not have been correctly estimated or may have changed or may hereafter change; nor by reason of any deterioration, waste, or loss by fire, theft, or otherwise of any of the collateral, unless such deterioration, waste, or loss be caused by the willful act or willful failure to act of Lender.

The Undersigned agrees to furnish Lender, or the holder of the aforesaid note of the Debtor, upon demand, but not more often than semiannually, so long as any part of the indebtedness under such note remains unpaid, a financial statement setting forth, in reasonable detail, the assets, liabilities, and net worth of the Undersigned.

The Undersigned acknowledges and understands that if the Small Business Administration (SBA) enters into, has entered into, or will enter into, a Guaranty Agreement, with Lender or any other lending institution, guaranteeing a portion of Debtor's Liabilities, the Undersigned agrees that it is not a co-guarantor with SBA and shall have no right of contribution against SBA. The Undersigned further agrees that all liability hereunder shall continue notwithstanding payment by SBA under its Guaranty Agreement to the other lending institution.

The term "Undersigned" as used in this agreement shall mean the signer or signers of this agreement, and such signers, if more than one, shall be jointly and severally liable hereunder. The Undersigned further agrees that all liability hereunder shall continue notwithstanding the incapacity, lack of authority, death, or disability of any one or more of the Undersigned, and that any failure by Lender or its assigns to file or enforce a claim against the estate of any of the Undersigned shall not operate to release any other of the Undersigned from liability hereunder. The failure of any other person to sign this guaranty shall not release or affect the liability of any signer hereof.

THE CONFESSION OF JUDGMENT BELOW
IS PART OF THIS OBLIGATION.

Gary P. Lyons
GARY P. LYONS
Joanne W. Lyons
JOANNE W. LYONS

NOTE.—Corporate guarantors must execute guaranty in corporate name, by duly authorized officer, and seal must be affixed and duly attested; partnership guarantors must execute guaranty in firm name, together with signature of a general partner. Formally executed guaranty is to be delivered at the time of disbursement of loan.

(LIST COLLATERAL SECURING THE GUARANTY)

THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE LENDER STATED IN THE GUARANTY ON THE REVERSE HEREOF, OR ANY ASSIGNEE OR SUCCESSOR OF LENDER, AT ANY TERM, FOR THE FULL OR TOTAL AMOUNT AS SET FORTH IN THE GUARANTY, TOGETHER WITH ALL "LIABILITIES" PROVIDED FOR THEREIN, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON, AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

Gary P. Lyons (SEAL)
GARY P. LYONS
Joanne W. Lyons (SEAL)
JOANNE W. LYONS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: 0

PAGE REQUEST: 001 PAGE NO: 001

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESC BAL		
310	01/17/96	001	0.00	0.00	BAL
	02/20/96		0.00	0.00	INT
			0.00		
			START INT DATE	=	00/00/00
			SRC: 530 CTL: 0002/1201		TERM: 8E745
400	02/01/96	001 01 RATE CHANGE		=	9.250000
	02/20/96				
			SRC: 530 CTL: 0002/1201		TERM: 8E745
402	02/23/96	001 01 RATE CHANGE		=	10.250000
	02/23/96				
			SRC: 530 CTL: 0390/0830		TERM: 8E711

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148 SEARCH 2:

AUTHORITY CODE: 0

PAGE REQUEST: 001 PAGE NO: 002

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESC BAL		
750	05/30/96	001	9,726.70	9,726.70	NBAL
	05/30/96		9,726.70	0.00	INT
			0.00		
		SRC: 530 CTL: 0066/0754		TERM: 8E712	
610	06/13/96	001	44.37	0.00	BAL
	06/13/96		9,726.70	44.37	INT
			0.00		
		SRC: 790 CTL: 40503737		TERM: BATCH	
750	06/20/96	001	27,000.00	27,000.00	BAL
	06/20/96		36,726.70	0.00	INT
			0.00		
		SRC: 530 CTL: 0066/1353		TERM: 8E709	

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148 SEARCH 2:

AUTHORITY CODE: 10

PAGE REQUEST: 001 PAGE NO: 003

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS	ALLOC	PART/CK	PAYEE
	ACT DT		LOAN BAL				
			ESC BAL				
610	07/16/96	001	258.70		0.00	BAL	
	07/16/96		36,726.70		258.70	INT	
			0.00				
		SRC: 790 CTL: 20602187		TERM: BATCH			
750	08/19/96	001	2,240.24		2,240.24	BAL	
	08/19/96		38,966.94		0.00	INT	
			0.00				
		SRC: 530 CTL: 0376/1257		TERM: 8E740			
610	08/20/96	001	1,504.22		1,215.69	BAL	
	08/20/96		37,751.25		288.53	INT	
			0.00				
		SRC: 790 CTL: 20511775		TERM: BATCH			

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: 101

PAGE REQUEST: 001 PAGE NO: 004

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESC/BAL		
610	09/19/96	001	1,504.22	1,207.85	BAL
	09/19/96		36,543.40	296.37	INT
			0.00		
		SRC: 790 CTL: 41001430		TERM: BATCH	
750	09/27/96	001	24,831.96	24,831.96	BAL
	09/27/96		61,375.36	0.00	INT
			0.00		
		SRC: 530 CTL: 0066/1218		TERM: 8E741	
610	10/16/96	001	1,504.22	1,099.92	BAL
	10/16/96		60,275.44	404.30	INT
			0.00		
		SRC: 790 CTL: 11067170		TERM: BATCH	

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: 0

PAGE REQUEST: 001 PAGE NO: 005

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESC BAL		
610	11/13/96	001	1,504.22	1,030.97	BAL
	11/13/96		59,244.47	473.25	INT
			0.00		
		SRC: 790 CTL: 11078614		TERM: BATCH	
610	12/16/96	001	1,504.22	1,054.84	BAL
	12/16/96		58,189.63	449.38	INT
			0.00		
		SRC: 790 CTL: 11112451		TERM: BATCH	
610	01/17/97	001	1,504.22	1,047.34	BAL
	01/17/97		57,142.29	456.88	INT
			0.00		
		SRC: 790 CTL: 11035000		TERM: BATCH	

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

FROM DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: 0

PAGE REQUEST: 001 PAGE NO: 006

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESC/BAL		
610	02/19/97	001	1,504.22	1,055.30	BAL
	02/19/97		56,086.99	448.92	INT
			0.00		
		SRC: 790 CTL: 11093343		TERM: BATCH	
750	02/24/97	001	36,201.10	36,201.10	BAL
	02/24/97		92,288.09	0.00	INT
			0.00		
		SRC: 530 CTL: 0002/1447		TERM: 8E727	
610	03/14/97	001	1,504.22	913.04	BAL
	03/14/97		91,375.05	591.18	INT
			0.00		
		SRC: 790 CTL: 11043398		TERM: BATCH	
400	04/01/97	001 01 RATE CHANGE	=	9.500000	

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

AUTHORITY CODE: 0

PROC DATE: 06/16/00

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MIDSTATE TRUCK BODIES &

SEARCH 1: 021481

SEARCH 2:

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS	ALLOC	FART/CK	PAYEE
	ACT DT		LOAN BAL				
			ESC BAL				
	04/01/97						
			SRC: 999 CTL: 99999999	TERM: EOD			
610	04/24/97	001	1,504.22		777.04	BAL	
	04/24/97		90,598.01		727.18	INT	
			0.00				
			SRC: 790 CTL: 11059782	TERM: BATCH			
610	05/28/97	001	1,504.22		795.40	BAL	
	05/28/97		89,802.61		708.82	INT	
			0.00				
			SRC: 790 CTL: 11084793	TERM: BATCH			
610	06/11/97	001	1,504.22		777.37	BAL	
	06/11/97		89,025.24		726.85	INT	
			0.00				

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: 01

PAGE REQUEST: 001 PAGE IND: 008

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESC BAL		
610	07/31/97	SRC: 790 CTL: 11060354	1,504.22	TERM: BATCH	
		001	88,214.93		810.31 BAL
			0.00		693.91 INT
610	09/03/97	SRC: 790 CTL: 11061576	1,504.22	TERM: BATCH	
		001	87,425.43		789.50 BAL
			0.00		714.72 INT
610	09/25/97	SRC: 790 CTL: 11088888	1,579.43	TERM: BATCH	
		001	86,630.09		795.34 BAL
			0.00		708.88 INT
				75.21 LCG	

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PF11 FOR NOTE PAD MEMOS

HIST. OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

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AUTHORITY CODE: 0

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MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF	DT	TR#	TRANS	AMT	PAYMENT/TRANS	ALLOC	PART/CK	PAYEE
			ACT DT	LOAN	BAL				
				ESC	BAL				
					0.00				
				SRC: 790	CTL: 11060767	TERM: BATCH			
610	10/20/97	001			1,504.22		826.13	BAL	
	10/20/97				85,803.96		678.09	INT	
					0.00				
				SRC: 790	CTL: 11111432	TERM: BATCH			
610	11/24/97	001			1,504.22		811.27	BAL	
	11/24/97				84,992.69		692.95	INT	
					0.00				
				SRC: 790	CTL: 11095246	TERM: BATCH			
610	12/15/97	001			1,504.22		839.10	BAL	
	12/15/97				84,153.59		665.12	INT	
					0.00				

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: 10

PAGE REQUEST: 001 PAGE NO: 010

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESC BAL		
610	01/21/98	SRC: 790 CTL: 11072510	TERM: BATCH		
		001	1,504.22	825.66	BAL
			83,327.93	678.56	INT
		0.00			
610	02/20/98	SRC: 790 CTL: 11085852	TERM: BATCH		
		001	1,504.22	831.03	BAL
			82,496.90	673.19	INT
		0.00			
610	04/07/98	SRC: 790 CTL: 11079997	TERM: BATCH		
		001	1,504.22	902.36	BAL
			81,594.54	601.86	INT
		0.00			

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: 0

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MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESC BAL		
SRC: 790 CTL: 11076902				TERM: BATCH	
610	04/30/98	001	1,504.22	838.60	BAL
	04/30/98		80,755.94	665.62	INT
			0.00		
SRC: 790 CTL: 11076617				TERM: BATCH	
610	06/22/98	001	1,504.22	873.17	BAL
	06/22/98		79,882.77	631.05	INT
			0.00		
SRC: 790 CTL: 11133151				TERM: BATCH	
610	08/28/98	001	4,512.66	2,591.67	BAL
	08/28/98		77,291.10	1,920.99	INT
			0.00		

PRESS F11 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

PF11 FOR NOTE PAD MEMOS

HIST. OF NOTE + FEES + PARTS

AUTHORITY CODE: 10

PROC. DATE: 06/16/00

PAGE REQUEST: 001 PAGE NO: 012

ACCOUNT: 02000017091 INQUIRY: 242

MIDSTATE TRUCK BODIES &

SEARCH 1: 102148

SEARCH 2

SEARCH 3: ALL

TRAN EFF DT TR#
ACT DT

TRANS AM
LOAN BAL

PAYMENT/TRANS ALLOC PART/CK PAYEE

610 SRC: 790 CTL: 11050644 TERM: BATCH
10/01/98 001 1,504.22 873.18 BAL
10/01/98 76,417.92 631.04 INT
0.00

SRC: 790 CTL: 11090321 TERM: BATCH

400 10/01/98 002 01 RATE CHANGE = 9.250000

10/01/98

SRC: 999 CTL: 99999999 TERM: EOD

400 10/01/98 003 01 RATE CHANGE = 9.250000

10/02/98 NXT RATE CH DT = 00/00/00

SRC: 999 CTL: 99999999 TERM: EOD

400 11/01/98 001 01 RATE CHANGE = 9.000000

PRESS PA1 FOR NEXT PAGE, PF13 FOR PREVIOUS PAGE

PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: O

PAGE REQUEST: 001 PAGE NO. 013

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESC/BAL		
	10/30/98				
		SRC: 999 CTL: 99999999		TERM: EOD	
610	11/02/98	001	1,416.79	825.29	BAL
	11/02/98		75,592.63	591.50	INT
			0.00		
		SRC: 790 CTL: 11069891		TERM: BATCH	
400	12/01/98	001 01 RATE CHANGE	=	8.750000	
	12/01/98				
		SRC: 999 CTL: 99999999		TERM: EOD	
610	12/30/98	001	2,815.26	1,666.46	BAL
	12/30/98		73,926.17	1,139.82	INT
			0.00	8.98	LCG
		SRC: 790 CTL: 11076902		TERM: BATCH	

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FF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242
SEARCH 1: 02148 SEARCH 2:

AUTHORITY CODE: 0

PAGE REQUEST: 001 PAGE NO: 014

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC		PART/CK PAYEE
				ACT DT	LOAN BAL	
610	02/02/99	001	1,398.65	844.08	BAL	
	02/02/99		73,082.09	554.57	INT	
			0.00			
		SRC: 790 CTL: 11063759		TERM: BATCH		
610	03/03/99	001	1,398.65	852.30	BAL	
	03/03/99		72,229.79	546.35	INT	
		0.00				
		SRC: 790 CTL: 11077846		TERM: BATCH		
610	04/02/99	001	1,398.65	910.96	BAL	
	04/02/99		71,318.83	487.69	INT	
		0.00				
		SRC: 790 CTL: 11049153		TERM: BATCH		

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PF11 FOR NOTE FAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242
SEARCH 1: 02148 SEARCH 2:

AUTHORITY CODE: 10

PAGE REQUEST: 001 PAGE NO: 015

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK/PAYEE
	ACT DT		LOAN BAL		
			ESC-BAL		
610	05/04/99	001	1,398.65	865.15	BAL
	05/04/99		70,453.68	533.50	INT
			0.00		
		SRC: 790 CTL: 11060275		TERM: BATCH	
610	06/23/99	001	1,398.65	888.43	BAL
	06/23/99		69,565.25	510.22	INT
			0.00		
		SRC: 790 CTL: 11083207		TERM: BATCH	
400	07/01/99	001 01 RATE CHANGE	=	9.000000	
	07/01/99				
		SRC: 999 CTL: 99999999		TERM: EOD	
400	09/01/99	001 01 RATE CHANGE	=	9.250000	

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148 SEARCH 2:

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC/PART/CK PAYEE
	ACT DT		LOAN BAL	
			ESC BAL	
	09/01/99	SRC: 999 CTL: 99999999		TERM: EOD
610	09/14/99	001	1,398.75	875.08 BAL
	09/14/99		68,690.17	523.67 INT
			0.00	
	SRC: 790 CTL: 11074324			TERM: BATCH
610	09/14/99	002	4,214.23	2,634.01 BAL
	09/14/99		66,056.16	1,580.22 INT
			0.00	
	SRC: 790 CTL: 11076269			TERM: BATCH
660	09/14/99	003	712.81	0.00 BAL
	09/15/99		66,056.16	0.00 INT
			712.81	LCB

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PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148 SEARCH 2:

AUTHORITY CODE: 0

PAGE REQUEST: 001 PAGE NO: 017

MIDSTATE TRUCK BODIES &

SEARCHES: ALL

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FF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: 001

PAGE REQUEST: 001 PAGE NO: 018

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS ALLOC	PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESCI BAL		
400	03/01/00	001	01 RATE CHANGE	=	9.750000
	03/01/00				
			SRC: 999 CTL: 99999999	TERM: EOD	
400	04/01/00	001	01 RATE CHANGE	=	10.000000
	03/31/00				
			SRC: 999 CTL: 99999999	TERM: EOD	
610	04/14/00	001	1,416.23		883.26 BAL
	04/14/00		65,172.90		532.97 INT
			0.00		
			SRC: 790 CTL: 11109791	TERM: BATCH	

PRESS F11 FOR NEXT PAGE, FF13 FOR PREVIOUS PAGE

PF11 FOR NOTE PAD MEMOS

HIST OF NOTE + FEES + PARTS

PROC DATE: 06/16/00

ACCOUNT: 02000017091 INQUIRY: 242

SEARCH 1: 02148

SEARCH 2:

AUTHORITY CODE: 001

PAGE REQUEST: 001 PAGE NO: 019

MIDSTATE TRUCK BODIES &

SEARCH 3: ALL

TRAN	EFF DT	TR#	TRANS AMT	PAYMENT/TRANS	ALLOC/PART/CK PAYEE
	ACT DT		LOAN BAL		
			ESCA BAL		
780	05/16/00	001	2,033.73	2,033.73	MEM
	05/16/00		65,172.90	65,172.90	UNRD
			0.00		
			SRC: 999 CTL: 99999999	TERM: EOD	
400	06/01/00	001 01 RATE CHANGE	=	10.500000	
	06/01/00			TERM: EOD	
			SRC: 999 CTL: 99999999		

NO PARTICIPATIONS, PF13 FOR PREVIOUS PAGE

PF11 FOR NOTE PAD MEMOS

FILED

12 JUL 2000
309/Atty Dennison
William A. Shaw
Prothonotary
PC \$80.00

acc atty Dennison