

00-1048-CD

Nat'l Bank vs Harold D. Shaw al

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00-1048-CD
NATIONAL CITY BANK OF PA, s/i/i/t -vs- HAROLD D. SHAW etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

(15) NATIONAL CITY BANK OF
PENNSYLVANIA, successor
in interest to Integra
Bank,

Plaintiff,

vs.

(412)
HAROLD D. SHAW AND
JANET L. SHAW, (66)

Defendants.

: CIVIL DIVISION

: NO. 00-1048-00

: COMPLAINT IN CONFESSION
: OF JUDGMENT

: FILED ON BEHALF OF:
: Plaintiff

: COUNSEL OF RECORD
: FOR THIS PARTY:

: Paula A. Schmeck
: PA ID#61189
: National City Bank of
: Pennsylvania
: 20 Stanwix Street
: Pittsburgh, PA 15222
: (412) 644-8806

FILED

AUG 24 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF	:	CIVIL DIVISION
PENNSYLVANIA, successor	:	
in interest to Integra	:	
Bank,	:	
	:	
Plaintiff,	:	NO. _____
	:	
vs.	:	
	:	
HAROLD D. SHAW AND	:	
JANET L. SHAW,	:	
	:	
Defendants.	:	

COMPLAINT IN CONFESSION OF JUDGMENT

AND NOW COMES National City Bank of Pennsylvania by and through its attorney, Paula A. Schmeck, and avers the following in support of its Complaint:

1. National City Bank of Pennsylvania, successor in interest to Integra Bank ("Bank"), has a place of business at National City Center, 20 Stanwix Street, Pittsburgh, PA 15222.

2. Harold D. and Janet L. Shaw ("Borrowers") have a last known mailing address of RD #2, Box 113, Curwensville, PA 16833.

3. Borrowers' obligation and indebtedness due National City is evidenced by the following:

(a) Term Note dated April 4, 1996, as amended or modified ("Note-1"), pursuant to which the Borrowers promised to pay to the Bank the principal amount of ONE HUNDRED TWENTY ONE THOUSAND AND NO/100 DOLLARS (\$121,000.00), together with interest thereon in the manner

provided therein. A true and correct copy of Note-1 is attached hereto as Exhibit "A" and incorporated herein.

(b) Term Note dated April 24, 1997, as amended or modified ("Note-2"), pursuant to which the Borrowers promised to pay to the Bank the principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), together with interest thereon in the manner provided therein. A true and correct copy of Note-2 is attached hereto as Exhibit "B" and incorporated herein.

(c) Revolving Credit Note dated April 24, 1997, as amended or modified ("Note-3"), pursuant to which the Borrowers promised to pay to the Bank the principal amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), together with interest thereon in the manner provided therein. A true and correct copy of Note-3 is attached hereto as Exhibit "C" and incorporated herein.

Note-1, Note-2 and Note-3 are hereinafter referred to as the "Notes".

4. By letters dated June 16, 2000, the Bank advised the Borrowers that an event of default had occurred under the Notes as a result of a judgment entered against the Borrowers. Additionally, by way of those same letters, the Bank demanded payment in full of the indebtedness evidenced by the Notes. True and correct copies of the June 16., 2000 correspondence are attached hereto as Exhibit "D" and incorporated herein.

5. Notwithstanding the foregoing, under the terms of the Notes, the Borrowers authorized the Bank to enter judgment by confession against them at any time after the date of the Notes, whether or not default had occurred or any other condition precedent had occurred.

6. There has been no assignment, release or transfer of the Notes.

7. Judgment has not been entered on the Notes in any jurisdiction for the same debt specified herein.

8. The amount presently due National City under the Notes is as follows:

Note-1

Principal.....	\$104,873.05
Interest through August 16, 2000... (interest accruing thereafter at a rate of \$32.04 <u>per diem</u> which is based on a rate that is 11% per annum)	512.71
Late Charges.....	629.73
Costs.....	(to be added)
Attorney's Fees (10%).....	10,601.54
	<hr/>
TOTAL.....	\$116,617.03

Note-2

Principal.....	\$ 93,428.73
Interest through August 16, 2000... (interest accruing thereafter at a rate of \$27.25 <u>per diem</u> which is based on a rate that is 10.5% per annum)	436.00
Late Charges.....	1,641.00
Costs.....	(to be added)
Attorney's Fees (10%).....	9,550.57
	<hr/>
TOTAL.....	\$105,056.30

Note-3

Principal.....	\$ 8,298.03
Interest through August 16, 2000... (interest accruing thereafter at a rate of \$2.25 <u>per diem</u> which is based on a rate that is 13.5% per annum)	35.95
Costs.....	(to be added)
Attorney's Fees (10%).....	833.39
<hr/>	
TOTAL.....	\$ 9,167.37

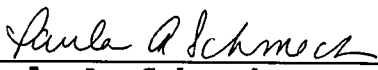
9. The total amount due to the Bank under the Notes as of August 16, 2000 is TWO HUNDRED THIRTY THOUSAND EIGHT HUNDRED FORTY AND 70/100 DOLLARS (\$230,840.70), plus interest thereafter, late charges, fees, costs and attorney fees.

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

11. The underlying transactions are commercial transactions.

WHEREFORE, the Bank, as authorized by the provisions contained in the Notes, demands judgment in its favor and against the Borrowers in the amount of TWO HUNDRED THIRTY THOUSAND EIGHT HUNDRED FORTY AND 70/100 DOLLARS (\$230,840.70), plus interest from August 16, 2000, late charges, fees, costs and attorney fees.

Respectfully submitted,



Paula A. Schmeck
National City Bank of
Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8806

TERM NOTE

\$121,000.00

Erie, Pennsylvania
April 4, 1996

FOR VALUE RECEIVED and intending to be legally bound hereby, undersigned, Harold D. Shaw and Janet L. Shaw ("Makers"), who are Pennsylvania RESIDENTS, having a principal office at RD 2, Box 113, Curwensville, PA 16833, promises to pay to the order of INTEGRA BANK ("Bank") in immediately available funds at the ERIE office of Bank at 801 STATE STREET, ERIE, PA 16501, or at such other location as the holder hereof may from time to time designate, the principal sum of One hundred twenty-one thousand and no/100 dollars (\$121,000.00), payable as follows:

\$121,000.00 with interest on unpaid principal computed from the date of each advance at the rate of eleven (11.00) percent per annum, payable monthly commencing May 15, 1996, payments to be made in installments as follows: \$1,406.91 each, including principal and interest, payable monthly beginning May 15, 1996, and the balance of principal and interest and all other indebtedness is due and payable on or before [15] fifteen years from the date of this note; provided that any installments shall be applied first to interest accrued to date of receipt of said installments and the balance, if any to principal; balance at maturity. If any payment due under this note (whether at the stated payment date, at the stated maturity, by acceleration or otherwise) is more than fifteen (15) days late, Maker shall pay Bank a late charge to equal five percent (05.00%) of such late payment.

Interest is computed on the basis of a year of 360 days and actual days elapsed.

The aforesaid interest rates shall continue to apply whether or not judgment shall have been entered on this Note.

If any payment of the principal of or interest on this Note shall become due and payable on a Saturday, a Sunday, or any other day on which Bank is not open for business, such payment shall be made on the next succeeding business day, and such extension of time shall in such case be included in computing interest in connection with such payment.

Notwithstanding any provision of this Note to the contrary, it is the intent of Maker and Bank that Bank shall not at any time be entitled to receive, collect or apply, and Maker and Bank shall not be deemed to have contracted for, as interest on the principal indebtedness evidenced hereby, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and in the event Bank ever receives, collects or applies as interest any such excess, such excess shall be deemed partial payment of the principal indebtedness evidenced hereby, and if such principal shall be paid in full, any such excess shall forthwith be paid to Maker. In the event that, but for this paragraph, the rate of interest applicable to this Note would at any time exceed the maximum lawful rate, then this Note and all interest hereon shall thereupon be immediately due and payable.

Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

Exhibit "A"

Maker shall be in default under this Note upon the happening of any of the following events of default:

(a) a default in the payment when due of any installment of the principal of or interest on this Note or performance of any obligation, covenant or liability contained or referred to herein or in any other document executed in connection herewith;

(b) any warranty, representation or statement made or furnished to Bank by or on behalf of Maker proves to have been false or misleading in any material respect when made or furnished;

(c) any letter of credit pledged as collateral for the obligations evidenced by this Note is not renewed or extended thirty (30) days prior to expiration or termination thereof;

(d) the occurrence of any event which constitutes a default under or results in the acceleration of indebtedness of Maker to any person (including Bank) under any note, indenture, agreement or undertaking;

(e) if Maker is a corporation or partnership, any material change in the ownership of the outstanding capital stock or partnership interests of Maker, as the case may be, as the same existed on the date hereof;

(f) any change in the condition, financial or otherwise, of Maker which, in the reasonable opinion of Bank, has or could have a material adverse effect on Maker, on the assets of Maker, or on the validity or enforceability of this Note or any other document executed in connection herewith or given in support hereof;

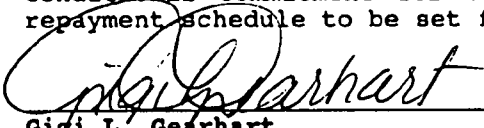
(g) the death, incarceration or adjudication of legal incompetence of any person who is a Maker or any person liable to Bank for any of the obligations of Maker;

(h) a judgment is entered against Maker or any person liable to Bank for any of the obligations of Maker, or any of Maker's assets are attached in a legal proceeding; or

(i) the dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of proceedings under any bankruptcy or insolvency laws by or against, Maker or any person liable to Bank for any of the obligations of Maker.

Upon the occurrence of any of the events of default mentioned in clauses (a) through (g) hereof and at any time thereafter, Bank may declare all liabilities and obligations of Maker to Bank, including those evidenced by this Note, immediately due and payable, and the same shall thereupon become immediately due and payable without any further action on part of Bank, and upon the occurrence of any event of default mentioned in clauses (h) or (i) hereof, all liabilities and obligations of Maker to Bank, including those evidenced by this Note, shall immediately become due and payable without any action upon the part of Bank.

The DEMAND for payment clause is hereby removed from this document per the Conditional Commitment for Guaranty from the FmHA in order to allow for a repayment schedule to be set forth.


Gigi L. Gearhart

LENDER

This Note is secured as follows:

This Note is secured by collateral identified in that certain Open-End Mortgage and Security Agreement executed by the undersigned in favor of Bank dated the same.

This Note is secured by collateral identified in that certain Assignment of Proceeds of Dairy Products as Collateral executed by the undersigned in favor of Bank dated the same.

Maker hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

Maker shall pay Bank on demand any reasonable out-of-pocket expenses, including reasonable legal fees, arising out of or in connection with any action or proceeding, including any action or proceeding arising in or related to any insolvency, bankruptcy or reorganization involving or affecting Maker, taken to protect, enforce, determine, or assert any right or remedy under this Note and any mortgage or security agreement, including the collateral covered thereby, securing the same.

This Note shall bind Maker and the heirs, personal representatives, successors and assigns of Maker, and the benefits hereof shall inure to the benefit of Bank and its successors and assigns. All references herein to "Maker" shall be deemed to apply to Maker and to the heirs, personal representatives, successors and assigns of Maker, and all references herein to "Bank" shall be deemed to apply to Bank and its successors and assigns.

This Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles.

MAKER DOES HEREBY EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR MAKER AND, WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST MAKER IN ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA AT ANY TIME AFTER THE DATE OF THIS NOTE AND WHETHER OR NOT THIS NOTE IS THEN DUE OR IN DEFAULT, IN FAVOR OF BANK, ITS SUCCESSORS AND ASSIGNS, FOR THE UNPAID PRINCIPAL BALANCE OF THIS NOTE AND ALL INTEREST ACCRUED HEREON, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF 10%, BUT IN NO EVENT LESS THAN \$500.00, FOR COLLECTION OF SUCH SUMS, AND MAKER HEREBY FOREVER WAIVES AND RELEASES ANY AND ALL ERRORS IN SAID PROCEEDINGS AND WAIVES STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE ON EXECUTION. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST MAKER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF AND MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS BANK OR ITS SUCCESSORS AND ASSIGNS SHALL DEEM NECESSARY OR DESIRABLE.

IN WITNESS WHEREOF, Maker, intending to be legally bound, has executed this Note on the day and year first above written with the intention that this Note shall constitute a sealed instrument.

WITNESS:

Edith L. Parhart

as to both

Harold D. Shaw
(Individual) Harold D. Shaw

Janet L. Shaw
(Individual) Janet L. Shaw

TERM NOTE

\$150,000.00

Clearfield, Pennsylvania

April 24, 1997

FOR VALUE RECEIVED and intending to be legally bound hereby, undersigned, Harold D. Shaw and Janet L. Shaw ("Makers"), who are Pennsylvania Residents, having a principal office at RR #2, Box 113, Curwensville, Pennsylvania, 16833, and each of them, if more than one jointly and severally, promises to pay to the order of NATIONAL CITY BANK OF PENNSYLVANIA ("Bank"), a national banking association, in immediately available funds at the Pittsburgh office of Bank at National City Center, 20 Stanwix Street, Pittsburgh, Pennsylvania, 15222, or at such other location as the holder hereof may from time to time designate, the principal sum of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), payable as follows:

\$150,000.00 with interest on unpaid principal computed from the date of each advance at the rate of ten and one-half of one percent per annum, payable monthly commencing one month from the date of this note, payments to be made in installments as follows: \$2,541.09 each, including principal and interest, payable monthly beginning one month from the date of this note, and the balance of principal and interest and all other indebtedness is due and payable on or before seven (7) years from the date of this note; provided that any installments shall be applied first to interest accrued to date of receipt of said installments and the balance, if any to principal; balance at maturity. If any payment due under this note (whether at the stated payment date, at the stated maturity, by acceleration or otherwise) is more than ten (10) days late, Maker shall pay Bank a late charge to equal the greater of twenty dollars (\$20) or five percent (5.00%) of such late payment.

Interest is computed on the basis of a year of 360 days and actual days elapsed.

The aforesaid interest rates shall continue to apply whether or not judgment shall have been entered on this Note.

If any payment of the principal of or interest on this Note shall become due and payable on a Saturday, a Sunday, or any other day on which Bank is not open for business, such payment shall be made on the next succeeding business day, and such extension of time shall in such case be included in computing interest in connection with such payment.

Notwithstanding any provision of this Note to the contrary, it is the intent of Maker and Bank that Bank shall not at any time be entitled to receive, collect or apply, and Maker and Bank shall not be deemed to have contracted for, as interest on the principal indebtedness evidenced hereby, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and in the event Bank ever receives, collects or applies as interest any such excess, such excess shall be deemed partial payment of the principal indebtedness evidenced hereby, and if such principal shall be paid in full, any such excess shall forthwith be paid to Maker. In the event that, but for this paragraph, the rate of interest applicable to this Note would at any time exceed the maximum lawful rate, then this Note and all interest hereon shall thereupon be immediately due and payable.

Maker shall be in default under this Note upon the happening of any of the following events of default:

(a) a default in the payment when due of any installment of the principal of or interest on this Note or performance of any obligation, covenant or liability contained or referred to herein or in any other document executed in connection herewith;

(b) any warranty, representation or statement made or furnished to Bank by or on behalf of Maker proves to have been false or misleading in any material respect when made or furnished;

(c) any letter of credit pledged as collateral for the obligations evidenced by this Note is not renewed or extended thirty (30) days prior to expiration or termination thereof;

Exhibit "B"

(d) the occurrence of any event which constitutes a default under or results in the acceleration of indebtedness of Maker to any person (including Bank) under any note, indenture, agreement or undertaking;

(e) if Maker is a corporation or partnership, any material change in the ownership of the outstanding capital stock or partnership interests of Maker, as the case may be, as the same existed on the date hereof;

(f) any change in the condition, financial or otherwise, of Maker which, in the reasonable opinion of Bank, has or could have a material adverse effect on Maker, on the assets of Maker, or on the validity or enforceability of this Note or any other document executed in connection herewith or given in support hereof;

(g) the use of any of the loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M;


(h) the death, incarceration or adjudication of legal incompetence of any person who is a Maker or any person liable to Bank for any of the obligations of Maker;

(i) a judgment is entered against Maker or any person liable to Bank for any of the obligations of Maker, or any of Maker's assets are attached in a legal proceeding; or

(j) the dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of proceedings under any bankruptcy or insolvency laws by or against, Maker or any person liable to Bank for any of the obligations of Maker.

Upon the occurrence of any of the events of default mentioned in clauses (a) through (h) hereof and at any time thereafter, Bank may declare all liabilities and obligations of Maker to Bank, including those evidenced by this Note, immediately due and payable, and the same shall thereupon become immediately due and payable without any further action on part of Bank, and upon the occurrence of any event of default mentioned in clauses (i) or (j) hereof, all liabilities and obligations of Maker to Bank, including those evidenced by this Note, shall immediately become due and payable without any action upon the part of Bank.

The DEMAND for payment clause is hereby removed from this document per the Conditional Commitment for Guaranty from the FmHA in order to allow for a repayment schedule to be set forth.


Name:
Title:

LENDER

This Note is secured as follows:

This Note is secured by collateral identified in that certain Security Agreement executed by the undersigned in favor of Bank dated the same.

Maker hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

Maker shall pay Bank on demand any reasonable out-of-pocket expenses, including reasonable legal fees, arising out of or in connection with any action or proceeding, including any action or proceeding arising in or related to any insolvency, bankruptcy or reorganization involving or affecting Maker, taken to protect, enforce, determine, or assert any right or remedy under this Note and any mortgage or security agreement, including the collateral covered thereby, securing the same.

This Note shall bind Maker and the heirs, personal representatives, successors and assigns of Maker, and the benefits hereof shall inure to the benefit of Bank and its successors and assigns. All references herein to "Maker" shall be deemed to apply to Maker and to the heirs, personal representatives, successors and assigns of Maker, and all references herein to "Bank" shall be deemed to apply to Bank and its successors and assigns.

This Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles.

MAKER DOES HEREBY EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR MAKER AND, WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST MAKER IN ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA AT ANY TIME AFTER THE DATE OF THIS NOTE AND WHETHER OR NOT THIS NOTE IS THEN DUE OR IN DEFAULT, IN FAVOR OF BANK, ITS SUCCESSORS AND ASSIGNS, FOR THE UNPAID PRINCIPAL BALANCE OF THIS NOTE AND ALL INTEREST ACCRUED HEREON, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF 10%, BUT IN NO EVENT LESS THAN \$500.00, FOR COLLECTION OF SUCH SUMS, AND MAKER HEREBY FOREVER WAIVES AND RELEASES ANY AND ALL ERRORS IN SAID PROCEEDINGS AND WAIVES STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE ON EXECUTION. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST MAKER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF AND MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS BANK OR ITS SUCCESSORS AND ASSIGNS SHALL DEEM NECESSARY OR DESIRABLE.

BY SIGNING THIS NOTE, MAKER, AND EACH OF THEM IF MORE THAN ONE, EXPRESSLY ACKNOWLEDGES AND AGREES THAT MAKER, AND EACH OF THEM IF MORE THAN ONE, HAS READ THIS NOTE INCLUDING THE CONFESSION OF JUDGMENT PROVISION SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, HAS HAD THE OPPORTUNITY TO HAVE THE SAME REVIEWED BY LEGAL COUNSEL, AND UNDERSTANDS THE SAME AND AGREES TO THE PROVISIONS CONTAINED HEREIN, INCLUDING THE CONFESSION OF JUDGMENT PROVISION PURSUANT TO WHICH THE BANK OR ANY HOLDER OF THIS NOTE MAY ENTER JUDGMENT AGAINST MAKER, OR ANY ONE OR MORE OF THEM, ONE OR MORE TIMES, WITHOUT NOTICE OR HEARING, FORECLOSE UPON, ATTACH, GARNISH OR OTHERWISE SEIZE OR LEVY UPON ANY OR ALL OF THE PROPERTY OF MAKER, OR ANY ONE OR MORE OF THEM, IN FULL OR PARTIAL PAYMENT OF SUCH JUDGMENTS, MAKER, AND EACH OF THEM IF MORE THAN ONE, FURTHER ACKNOWLEDGES THAT IT IS FULLY AWARE OF MAKER'S RIGHTS, INCLUDING ANY RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY CLAIMS THAT MAKER, OR ANY ONE OR MORE OF THEM, MAY ASSERT AGAINST THE BANK, AND THAT MAKER AND EACH OF THEM IF MORE THAN ONE NONETHELESS VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY CONSENTS TO THE BANK'S ENTRY OF JUDGMENT BY CONFESSION ON THE NOTE AND THE BANK'S TAKING SUCH OTHER ACTIONS, AS MAY BE PERMITTED UNDER APPLICABLE LAW, INCLUDING THE ISSUANCE OF A WRIT OF EXECUTION AND THE GARNISHMENT OF ANY OR ALL OF THE PROPERTY OF MAKER, OR ANY ONE OR MORE OF THEM, WITHOUT ANY PRIOR NOTICE THEREOF TO MAKER, OR ANY ONE OR MORE OF THEM.

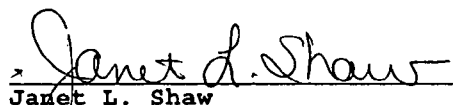
IN WITNESS WHEREOF, Maker, intending to be legally bound, has executed this Note on the day and year first above written with the intention that this Note shall constitute a sealed instrument.

WITNESS:




Harold D. Shaw




Janet L. Shaw

REVOLVING CREDIT NOTE

\$10,000.00

Clearfield, Pennsylvania
April 24, 1997

FOR VALUE RECEIVED and intending to be legally bound hereby, the undersigned Harold D. Shaw and Janet L. Shaw ("Makers"), and Pennsylvania Residents, having a principal residence at RR #2, Box 113, Curwensville, Pennsylvania, 16833 promises to pay to the order of NATIONAL CITY BANK OF PENNSYLVANIA ("Bank"), a national banking association, on May 1, 1998 ("Maturity Date") in immediately available funds at the Pittsburgh office of Bank at National City Center, 20 Stanwix Street, Pittsburgh, Pennsylvania, 15222, or at such other location as the holder hereof may from time to time designate, the lesser of (i) the principal sum of Ten Thousand Dollars and No Cents (\$10,000.00) or (ii) the aggregate unpaid principal amount of all loans made by Bank to Maker pursuant to Section 1 of the Loan Agreement dated April 24, 1997, between Bank and Maker ("Loan Agreement"), together with interest from the date hereof on the unpaid principal balance hereof

at a rate of ten and one-half of one percent (10.50%) per annum (computed on the basis of a year of 360 days and actual days elapsed) payable on the first day of each calendar month after the date hereof. If any amount of principal due under this Note or otherwise is not paid by Maker when due, whether at the stated payment date, at the stated maturity date, by acceleration, or otherwise, such amount shall bear interest until paid at a rate per annum which is three percent (3%) above the rate of interest applicable to this Note immediately prior to maturity. If any payment due under this Note (whether at the stated payment date, at the stated maturity date, by acceleration or otherwise) is more than ten (10) days late, Maker shall pay Bank a late charge equal to the greater of twenty dollars (\$20) or five percent (5%) of such late payment. The foregoing late payment fees and default rate of interest shall be immediately due and payable without demand or notice by Bank.

MAKER RECOGNIZES THAT THE LOAN DESCRIBED IN THIS NOTE WILL BE IN DEFAULT SHOULD ANY LOAN PROCEEDS BE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND OR TO THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, SUBJECT TO 7 CFR PART 1940, SUBPART G, EXHIBIT M.

The aforesaid interest rates shall continue to apply whether or not judgment shall have been entered on this Note.

If any payment of the principal of or interest on this Note shall become due and payable on a Saturday, a Sunday, or any other day on which Bank is not open for business, such payment shall be made on the next succeeding business day, and such extension of time shall in such case be included in computing interest in connection with such payment.

Notwithstanding any provision of this Note to the contrary, it is the intent of Maker and Bank that Bank shall not at any time be entitled to receive, collect or apply, and Maker and Bank shall not be deemed to have contracted for, as interest on the principal indebtedness evidenced hereby, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and in the event Bank ever receives, collects or applies as

Exhibit "C"

interest any such excess, such excess shall be deemed partial payment of the principal indebtedness evidenced hereby, and if such principal shall be paid in full, any such excess shall forthwith be paid to Maker. In the event that, but for this paragraph, the rate of interest applicable to this Note would at any time exceed the maximum lawful rate, then this Note and all interest hereon shall thereupon be immediately due and payable.


All revolving credit loans made by Bank to Maker pursuant to the Loan Agreement and all payments and prepayments on account of the principal and interest thereof shall be noted by Bank in its records; provided, however, that the failure of Bank to make any such notation shall not limit or otherwise affect the obligations of Maker hereunder.

This Note is the Note referred to in and issued pursuant to the Loan Agreement. The Loan Agreement contains among other things provisions for the acceleration of the stated maturity of this Note upon the happening of certain events recited therein and also for prepayments on account of the principal hereof prior to maturity.

This Note is secured as follows:

This note is secured by collateral identified in that certain Security agreement executed by the undersigned in favor of Bank dated same.

The DEMAND for payment clause is hereby removed from this document per the Conditional Commitment for Guaranty from the FSA in order to allow for a repayment schedule to be set forth.


LENDER

Maker hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

This Note shall bind Maker and the heirs, personal representatives, successors and assigns of Maker, and the benefits hereof shall inure to the benefit of Bank and its successors and assigns. All references herein to "Maker" shall be deemed to apply to Maker and to the heirs, personal representatives, successors and assigns of Maker, and all references herein to "Bank" shall be deemed to apply to Bank and its successors and assigns.

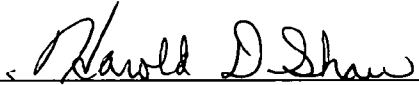
MAKER DOES HEREBY EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR MAKER AND, WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST MAKER IN ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA AT ANY TIME AFTER THE DATE OF THIS NOTE AND WHETHER OR NOT THIS NOTE IS THEN DUE OR IN DEFAULT, IN FAVOR OF BANK, ITS SUCCESSORS AND ASSIGNS, FOR THE UNPAID PRINCIPAL BALANCE OF THIS NOTE AND ALL INTEREST ACCRUED HEREON, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF 10%, BUT IN NO EVENT LESS THAN \$500.00, FOR COLLECTION OF SUCH SUMS, AND MAKER HEREBY FOREVER WAIVES AND RELEASES ANY AND ALL ERRORS IN SAID PROCEEDINGS AND WAIVES STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE ON EXECUTION. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST MAKER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF AND MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS BANK OR ITS SUCCESSORS AND ASSIGNS SHALL DEEM NECESSARY OR DESIRABLE.


IN WITNESS WHEREOF, Maker, intending to be legally bound, has executed this Note on the day and year first above written with the intention that this Note shall constitute a sealed instrument.

WITNESS:



as to both

 (SEAL)
Harold D. Shaw

 (SEAL)
Janet L. Shaw

[Lender's Note: FSA guarantees are limited to loans for annual operating and family living purposes. Additionally, feeder type livestock can be financed by a revolving credit loan. The FSA will not guarantee revolving credit loans that are used to make capital purchases such as equipment, brood livestock and real estate. Accordingly, revolving credit loans should not be made for these purposes.]

June 16, 2000

**Via First Class Mail and
Certified Mail; Return Receipt Requested**

Harold D. Shaw
RD #2, Box 113
Curwensville, PA 16833

Re: Notice of Defaults and Demand for Payment

Dear Mr. Shaw:

Reference is made to that certain Term Note dated April 4, 1996 in the original principal amount of \$121,000.00 executed jointly and severally by Janet L. Shaw and Harold D. Shaw ("Borrower") and payable to the order of Integra Bank (as the same may have been amended, extended, supplemented or modified from time to time, the "Note"). The Note, together with all agreements, documents, financing statements, mortgages, or instruments executed, delivered or issued in connection therewith, if any, as the same may have been amended, extended, supplemented or modified from time to time are collectively referred to in this letter as the "Loan Documents".

National City Bank of Pennsylvania ("Bank") is the successor to Integra Bank.

This letter is to advise Borrower that defaults have occurred under the Loan Documents on the following grounds, among others: Judgment filings against Borrower.

Pursuant to the terms of the Loan Documents and as a result of the occurrence of the aforementioned defaults, notice is hereby given that all of the obligations and indebtedness due under the Loan Documents are immediately due and payable.

As of this date, the debt due under the Note totals \$106,826.54. This debt consists of principal of \$105,744.46, accrued and unpaid interest of \$452.35, and late charges of \$629.73, plus accruing interest, late fees, costs and expenses, including, without limitation, the Bank's attorneys' fees. Interest continues to accrue at a per diem rate of \$32.31, under current rates of interest.

The Bank hereby demands payment in full of the indebtedness due under the Loan Documents. Payment is to be made by cashier's check or wire transfer so as to be received by the Bank by 3:00 p.m. on or before Friday, June 30, 2000. Payment should be directed to

National City Bank of Pennsylvania
20 Stanwix St.
Pittsburgh, PA 15222
Attention: Quentin R. Szymansky
Vice President

Telephone Number: (412)644-8587
Telecopy Number: (412)644-0966

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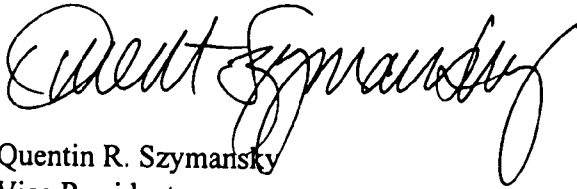
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This letter will confirm that the Bank has made no agreement or commitment to amend, supplement or modify any of the Loan Documents in any respect or otherwise and the Bank hereby specifically confirms that it makes no such commitment and specifically advises that no action or inaction should be taken or omitted by Borrower or any other obligor of the obligations and indebtedness evidenced by the Loan Documents based upon any understanding that such a commitment exists or any expectation that any such commitment will be made in the future.

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Very truly yours,

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Quentin R. Szymansky
Vice President
Special Assets Management

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June 16, 2000

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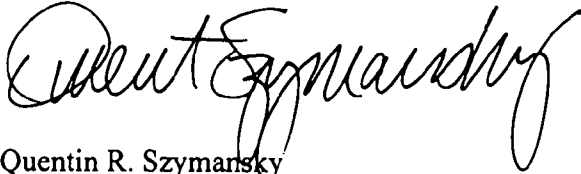
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Re: Notice of Defaults and Demand for Payment

Dear Mr. Shaw:

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Pursuant to the terms of the Loan Documents and as a result of the occurrence of the aforementioned defaults, notice is hereby given that all of the obligations and indebtedness due under the Loan Documents are immediately due and payable.

As of this date, the debt due under the Note totals \$98,904.31. This debt consists of principal of \$96,587.20, accrued and unpaid interest of \$676.11, and late charges of \$1,641.00, plus accruing interest, late fees, costs and expenses, including, without limitation, the Bank's attorneys' fees. Interest continues to accrue at a per diem rate of \$28.17, under current rates of interest.

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Special Assets Management

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June 16, 2000

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Vice President
Special Assets Management

dmdjshaw2.doc

def(b).doc

June 16, 2000

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Re: Notice of Defaults and Demand for Payment

Dear Mr. Shaw:

Reference is made to that certain Revolving Credit Note dated April 24, 1997 in the original principal amount of \$10,000.00 executed jointly and severally by Janet L. Shaw and Harold D. Shaw ("Borrower") and payable to the order of National City Bank of Pennsylvania (as the same may have been amended, extended, supplemented or modified from time to time, the "Note"). The Note, together with all agreements, documents, financing statements, mortgages, or instruments executed, delivered or issued in connection therewith, if any, as the same may have been amended, extended, supplemented or modified from time to time are collectively referred to in this letter as the "Loan Documents".

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Pursuant to the terms of the Loan Documents and as a result of the occurrence of the aforementioned defaults, notice is hereby given that all of the obligations and indebtedness due under the Loan Documents are immediately due and payable.

As of this date, the debt due under the Note totals \$8,526.12. This debt consists of principal of \$8,491.59, accrued and unpaid interest of \$34.53, plus accruing interest, late fees, costs and expenses, including, without limitation, the Bank's attorneys' fees. Interest continues to accrue at a per diem rate of \$2.30, under current rates of interest.

The Bank hereby demands payment in full of the indebtedness due under the Loan Documents. Payment is to be made by cashier's check or wire transfer so as to be received by the Bank by 3:00 p.m. on or before Friday, June 30, 2000. Payment should be directed to

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Special Assets Management

June 16, 2000

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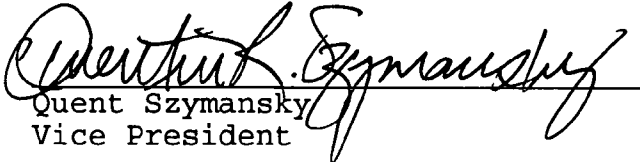
Quentin R. Szymansky
Vice President
Special Assets Management

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

I, Quent Szymansky, Vice President of National City Bank of Pennsylvania, Plaintiff in the above-captioned action and a person authorized to make this affidavit on behalf of the Plaintiff, hereby certify that: the Notes and Demand Letters attached hereto as Exhibits "A" and "D" are true and correct copies of the originals; the averments contained in the foregoing Complaint are true and correct to the best of my knowledge and information; and the Defendants are not in the military service of the United States of America nor any state or territory thereof or its allies as described in the Soldiers and Sailors Relief Act of 1940, as amended.

I verify that the statements made in this Complaint and Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA C.S.A. Section 4904, relating to unsworn falsification to authorities.


Quent Szymansky
Vice President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF	:	CIVIL DIVISION
PENNSYLVANIA, successor	:	
in interest to Integra	:	
Bank,	:	
	:	
Plaintiff,	:	NO. _____
	:	
vs.	:	
	:	
HAROLD D. SEAW AND	:	
JANET L. SHAW,	:	
	:	
Defendants.	:	

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the provisions of the Notes, copies of which are attached to the Complaint as Exhibits "A" through "C", I appear for the Defendants and confess judgment in favor of the Plaintiff and against the Defendants as follows, with additional interest, late charges, fees and attorneys' fees to be added:

Note-1

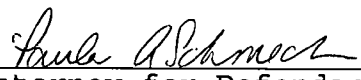
Principal.....	\$104,873.05
Interest through August 16, 2000...	512.71
(interest accruing thereafter at a rate of \$32.04 <u>per diem</u> which is based on a rate that is 11% per annum)	
Late Charges.....	629.73
Costs.....	(to be added)
Attorney's Fees (10%).....	10,601.54
	<hr/>
TOTAL.....	\$116,617.03

Note-2

Principal.....	\$ 93,428.73
Interest through August 16, 2000...	436.00
(interest accruing thereafter at a rate of \$27.25 <u>per diem</u> which is based on a rate that is 10.5% per annum)	
Late Charges.....	1,641.00
Costs.....	(to be added)
Attorney's Fees (10%).....	9,550.57
<hr/>	
TOTAL.....	\$105,056.30

Note-3

Principal.....	\$ 8,298.03
Interest through August 16, 2000...	35.95
(interest accruing thereafter at a rate of \$2.25 <u>per diem</u> which is based on a rate that is 13.5% per annum)	
Costs.....	(to be added)
Attorney's Fees (10%).....	833.39
<hr/>	
TOTAL.....	\$ 9,167.37
TOTAL JUDGMENT AMOUNT.....	\$230,840.70



Attorney for Defendants
pro hoc vice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF	:	CIVIL DIVISION
PENNSYLVANIA, successor	:	
in interest to Integra	:	
Bank,	:	
	:	
Plaintiff,	:	NO. _____
	:	
vs.	:	
	:	
HAROLD D. SHAW AND	:	
JANET L. SHAW,	:	
	:	
Defendants.	:	

NOTICE OF JUDGMENT

TO: Harold D. Shaw
RD #2, Box 113
Curwensville, PA 16833

You are hereby notified that a judgment was entered in the above-captioned proceeding on August 24, 2000.

The judgment was computed as follows with additional interest, and costs to be added:

Note-1

Principal.....	\$104,873.05
Interest through August 16, 2000...	512.71
(interest accruing thereafter at a rate of \$32.04 <u>per diem</u> which is based on a rate that is 11% per annum)	
Late Charges.....	629.73
Costs.....	(to be added)
Attorney's Fees (10%).....	10,601.54
<hr/>	
TOTAL.....	\$116,617.03

Note-2

Principal.....	\$ 93,428.73
Interest through August 16, 2000... (interest accruing thereafter at a rate of \$27.25 <u>per diem</u> which is based on a rate that is 10.5% per annum)	436.00
Late Charges.....	1,641.00
Costs.....	(to be added)
Attorney's Fees (10%).....	9,550.57
	<hr/>
TOTAL.....	\$105,056.30

Note-3

Principal.....	\$ 8,298.03
Interest through August 16, 2000... (interest accruing thereafter at a rate of \$2.25 <u>per diem</u> which is based on a rate that is 13.5% per annum)	35.95
Costs.....	(to be added)
Attorney's Fees (10%).....	833.39
	<hr/>
TOTAL.....	\$ 9,167.37
 TOTAL JUDGMENT AMOUNT.....	 \$230,840.70

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, successor
in interest to Integra
Bank,

Plaintiff,

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

CIVIL DIVISION

NO. _____

NOTICE OF JUDGMENT

TO: Janet L. Shaw
RD #2, Box 113
Curwensville, PA 16833

You are hereby notified that a judgment was entered in the
above-captioned proceeding on August 24, 2000.

The judgment was computed as follows with additional
interest, and costs to be added:

Note-1

Principal.....	\$104,873.05
Interest through August 16, 2000...	512.71
(interest accruing thereafter at a rate of \$32.04 per diem which is based on a rate that is 11% per annum)	
Late Charges.....	629.73
Costs.....	(to be added)
Attorney's Fees (10%).....	10,601.54
<hr/>	
TOTAL.....	\$116,617.03

FILED

AUG 24 2000

William A. Shaw
Prothonotary

\$80.00

1 cc Dag. H. Shaw w/notice
1 cc Dag. G. Shaw w/notice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF	:	CIVIL DIVISION
PENNSYLVANIA, successor	:	
in interest to Integra	:	
Bank,	:	
	:	
Plaintiff,	:	NO. _____
	:	
vs.	:	
	:	
HAROLD D. SHAW AND	:	
JANET L. SHAW,	:	
	:	
Defendants.	:	

NOTICE OF JUDGMENT

TO: Janet L. Shaw
RD #2, Box 113
Curwensville, PA 16833

You are hereby notified that a judgment was entered in the above-captioned proceeding on August 2nd, 2000.

The judgment was computed as follows with additional interest, and costs to be added:

Note-1

Principal.....	\$104,873.05
Interest through August 16, 2000...	512.71
(interest accruing thereafter at a rate of \$32.04 <u>per diem</u> which is based on a rate that is 11% per annum)	
Late Charges.....	629.73
Costs.....	(to be added)
Attorney's Fees (10%).....	10,601.54
<hr/>	
TOTAL.....	\$116,617.03

Note-2

Principal.....	\$ 93,428.73
Interest through August 16, 2000...	436.00
(interest accruing thereafter at a rate of \$27.25 <u>per diem</u> which is based on a rate that is 10.5% per annum)	
Late Charges.....	1,641.00
Costs.....	(to be added)
Attorney's Fees (10%).....	9,550.57
<hr/>	
TOTAL.....	\$105,056.30

Note-3

Principal.....	\$ 8,298.03
Interest through August 16, 2000...	35.95
(interest accruing thereafter at a rate of \$2.25 <u>per diem</u> which is based on a rate that is 13.5% per annum)	
Costs.....	(to be added)
Attorney's Fees (10%).....	833.39
<hr/>	
TOTAL.....	\$ 9,167.37
TOTAL JUDGMENT AMOUNT.....	\$230,840.70

Deputy

FILED

AUG 24 2000

William A. Shaw
Prothonotary

~~Wm~~ Schmedel

\$80.00

1 cc Og. H. Shaw w/notice
1 cc Og. G. Shaw w/notice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, successor
in interest to Integra
Bank,

CIVIL DIVISION

Plaintiff,

NO. 00-1048-CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

AFFIDAVIT OF SERVICE

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

Paula A. Schmeck
PA I.D. #61189

National City Bank of
Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8806

FILED

SEP 11 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, successor
in interest to Integra
Bank,

CIVIL DIVISION

Plaintiff,

NO. 00-1043-CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

AFFIDAVIT OF SERVICE

Defendants.

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

Paula A. Schmeck
PA I.D. #61189

National City Bank of
Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8806

FILED

SEP 11 2000

William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE

I, Paula A. Schmeck, Counsel for Plaintiff, being duly sworn according to law depose and make the following Affidavit regarding service of Plaintiff's Notice Under Rule 2958.1 of Judgment and Execution Thereon ("Notice") in this matter upon the Defendants.

1. Pursuant to PA R.C.P. 403, the undersigned served the Defendants with a true and correct copy of Plaintiff's Notice by restricted mail on September 2, 2000 at RD #2, Box 113, Curwensville, PA 16833. A true and correct copy of U.S. Postal Form 3811 is attached hereto as Exhibit "A".

I verify that the facts contained in this Affidavit are true and correct based on my personal knowledge, information and belief.

National City Bank of
Pennsylvania

By: Paula A. Schmeck
Paula A. Schmeck
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8806

Sworn to and subscribed
before me this 7th
day of September, 2000.

Mary Catherine Macurak

Notarial Seal
Mary Catherine Macurak, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Oct 27, 2001
Member, Pennsylvania Association of Notaries

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet L. Shaw
RD #2 Box 113
Curwensville Pa
16833

2. Article Number (Copy from service label)

2 238 166 833

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

9-2-00

C. Signature

* Janet L. Shaw ☐ Agent ☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Harold D. Shaw
RD #2 Box 113
Curwensville Pa
16833

2. Article Number (Copy from service label)

2 238 166 832

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

9-2-00

C. Signature

* Harold D. Shaw ☐ Agent ☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, successor
in interest to Integra
Bank,

Plaintiff,

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

CIVIL DIVISION

No. JC-1048-CD

PRAECIPE FOR
APPEARANCE AND
WRIT OF REVIVAL

Filed on behalf of
Plaintiff

Counsel of Record for
This Party:

Kenneth C. Thiess
PA. I.D. #28083

National City Bank
of Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

FILED No CC
mla:276/10 PHS pd. 20.00
SEP 02 2005

William A Shaw
Prothonotary/Clerk of Courts

2 writs to Atty
(60)

[illegible]

[Handwritten signature]

四三二一

SEP 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, successor
in interest to Integra
Bank,

CIVIL DIVISION

Plaintiff,

No. 00-1048-CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

PRAECIPE FOR
APPEARANCE AND
WRIT OF REVIVAL

Defendants.

Filed on behalf of
Plaintiff

Counsel of Record for
This Party:

Kenneth C. Thiess
PA. I.D. #28083

National City Bank
of Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-3797

FILED No CC
m/2:27/01/01 p/15 pd. 20.00
SEP 02 2005
William A. Shaw 2 writs to Atty
Prothonotary Clerk of Courts (EP)

Page 2

Principal	\$ 43,888.30
Interest through August 29, 2005	2,507.43
(accruing interest at a rate of 6.75% per diem)	
Late Charges	1,841.00
Attorney Fees	120.00
Costs (to be added)	
Total	\$ 51,486.73

\$152,158.50

TOTAL JUDGMENT AMOUNT

FILED
SEP 02 2005
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, successor
in interest to Integra
Bank,

Plaintiff,

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

CIVIL DIVISION

No. 00-1048-CD

PRAECIPE FOR
APPEARANCE AND
WRIT OF REVIVAL

Filed on behalf of
Plaintiff

Counsel of Record for
This Party:

Kenneth C. Thiess
PA. I.D. #28083

National City Bank
of Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

FILED No CC
mla:27810 pss pd. 20.00
SEP 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

2 writs to Atty
CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, successor
in interest to Integra
Bank,

CIVIL DIVISION

Plaintiff,

No. 00-1048-CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

PRAECIPE FOR APPEARANCE AND
WRIT OF REVIVAL

TO: Prothonotary

Please enter the appearance of the undersigned and issue a Writ of Revival of Judgment entered at No. 00-1048-CD in the Civil Division of the Court of Common Pleas of Clearfield County, Pennsylvania, and index it in the judgment index for the following:

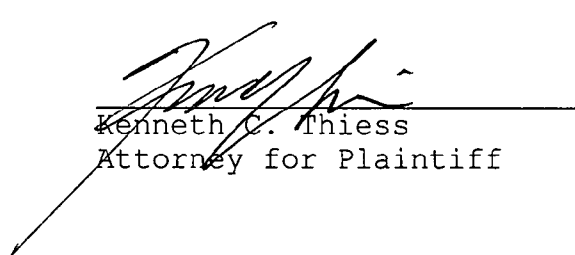
Note-1

Principal.....	\$ 93,185.68
Interest through August 29, 2005	19,704.06
(accruing thereafter at a rate of \$28.47 per diem)	
Late Charges.....	620.73
Attorney Fees.....	150.00
Costs.....	(to be added)
Total.....	\$113,669.47

Note-2

Principal.....	\$ 43,888.30
Interest through August 29, 2005	5,807.43
(accruing thereafter at a rate of \$12.80 per diem)	
Late Charges.....	1,641.00
Attorney Fees.....	150.00
Costs.....	(to be added)
Total.....	\$ 51,486.73

TOTAL JUDGMENT AMOUNT	\$165,156.20
-----------------------	--------------



Kenneth C. Thiess
Attorney for Plaintiff

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

 COPY

National City Bank of Pennsylvania
Integra Bank

Vs.

Case No. 2000-01048-CD

Harold D. Shaw
Janet L. Shaw

WRIT OF REVIVAL

TO: Harold D. Shaw and Janet L. Shaw

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$165,156.20
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Friday, September 02, 2005

Prothonotary

Filing party:
Kenneth C. Thiess
National City Bank of PA
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100802
NO: 00-1048-CD
SERVICE # 1 OF 2
WRIT OF REVIVAL

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA INTEGRA BANK
vs.
DEFENDANT: HAROLD D. SHAW and JANET L. SHAW

SHERIFF RETURN

NOW, September 30, 2005 AT 10:55 AM SERVED THE WITHIN WRIT OF REVIVAL ON HAROLD D. SHAW DEFENDANT AT RD#2 BOX 113, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HAROLD D. SHAW, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF REVIVAL AND MADE KNOWN THE CONTENTS THEREOF. ~~ITS THEREOF.~~

SERVED BY: DAVIS / MORGILLO

FILED

010:30:01
JAN 12 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100802
NO: 00-1048-CD
SERVICE # 1 OF 2
WRIT OF REVIVAL

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA INTEGRA BANK
vs.
DEFENDANT: HAROLD D. SHAW and JANET L. SHAW

SHERIFF RETURN

NOW, September 30, 2005 AT 10:55 AM SERVED THE WITHIN WRIT OF REVIVAL ON HAROLD D. SHAW DEFENDANT AT RD#2 BOX 113, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HAROLD D. SHAW, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF REVIVAL AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
010:30:51
JAN 12 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100802
NO: 00-1048-CD
SERVICE # 2 OF 2
WRIT OF REVIVAL

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA INTEGRA BANK

vs.

DEFENDANT: HAROLD D. SHAW and JANET L. SHAW

SHERIFF RETURN

NOW, September 30, 2005 AT 10:55 AM SERVED THE WITHIN WRIT OF REVIVAL ON JANET L. SHAW DEFENDANT AT 2816 GREENVIEW ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HAROLD SHAW, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF REVIVAL AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100802
NO: 00-1048-CD
SERVICES 2
WRIT OF REVIVAL

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA INTEGRA BANK
vs.
DEFENDANT: HAROLD D. SHAW and JANET L. SHAW

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NATIONAL CITY	9271	20.00
SHERIFF HAWKINS	NATIONAL CITY	9271	41.46

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

COPY

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

National City Bank of Pennsylvania
Integra Bank

Vs.

Case No. 2000-01048-CD

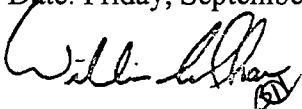
Harold D. Shaw
Janet L. Shaw

WRIT OF REVIVAL

TO: Harold D. Shaw and Janet L. Shaw

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$165,156.20
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Friday, September 02, 2005



Prothonotary

Filing party:
Kenneth C. Thiess
National City Bank of PA
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

vs.

**PRAECIPE FOR
DEFAULT JUDGMENT**

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

Filed on behalf of
Plaintiff

Counsel of Record for
This Party:

Kenneth C. Thiess
Pa. I.D. #28083

National City Bank
of Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

Defendants' address is:
Harold D. Shaw
RD #3, Box 113
Curwensville, PA 16833

Janet Shaw
2816 Greenview Road
Curwensville, PA 16833

FILED ~~Ampld 02-00~~
m/2:38/01
JAN 23 2006 Notice to Defs
Statement to
William A. Shaw
Prothonotary/Clerk of Courts
Aff
(62)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW.

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

Please enter judgment against the Defendants, Harold D. and Janet L. Shaw, for failure to respond in the required time to the Writ of Revival at the above caption and number. I verify that the notice required by Rule 237.1 was mailed to the Defendant, Harold D. Shaw on December 19, 2005, and to Defendant, Janet Shaw, on January 6, 2006. Copies of the notices are attached hereto as Exhibit "A" and made a part hereof.

Note-1

Principal.....	\$ 93,185.68
Interest through August 29, 2005.....	19,704.06
(accruing thereafter at a rate of \$28.47 per diem)	
Late Fees.....	620.73
Cost	(to be added)
Attorney's Fees.....	150.00
 Total.....	 \$113,669.47

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

Please enter judgment against the Defendants, Harold D. and Janet L. Shaw, for failure to respond in the required time to the Writ of Revival at the above caption and number. I verify that the notice required by Rule 237.1 was mailed to the Defendant, Harold D. Shaw on December 19, 2005, and to Defendant, Janet Shaw, on January 6, 2006. Copies of the notices are attached hereto as Exhibit "A" and made a part hereof.

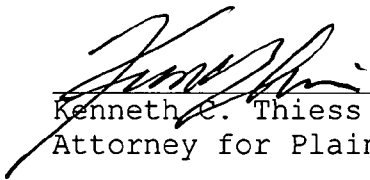
Note-1

Principal.....	\$ 93,185.68
Interest through August 29, 2005.....	19,704.06
(accruing thereafter at a rate of \$28.47	
per diem)	
Late Fees.....	620.73
Cost	(to be added)
Attorney's Fees.....	150.00
 Total.....	 \$113,669.47

Note-2

Principal.....	\$ 43,888.30
Interest through August 29, 2005.....	5,807.43
(accruing thereafter at a rate of \$12.80 per diem)	
Late Fees.....	1,641.00
Cost	(to be added)
Attorney's Fees.....	150.00
 Total.....	 \$ 51,486.73

<u>TOTAL JUDGMENT AMOUNT</u>	<u>\$165,156.20</u>
------------------------------	---------------------



Kenneth E. Thiess
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

VS.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

TO: Harold and Janet Shaw
RD #3, Box 113
Curwensville, PA 16833

DATE OF NOTICE: December 19, 2005

IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
Clearfield County Bar Association
Court Administration
Market and Second Street
Clearfield, PA 16830
(814) 765-2641

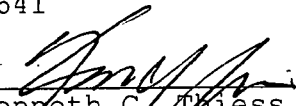

Kenneth C. Thiess
National City Bank of PA
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

VS.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

TO: Janet Shaw
2816 Greenview Road
Curwensville, PA 16833

DATE OF NOTICE: January 5, 2006

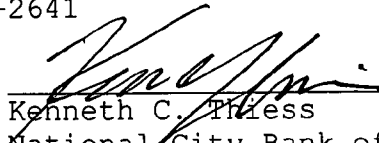
IMPORTANT NOTICE

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

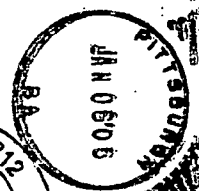
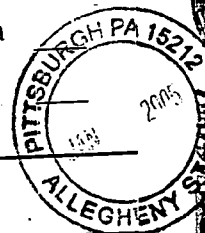
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
Clearfield County Bar Association
Court Administration
Market and Second Street
Clearfield, PA 16830
(814) 765-2641


Kenneth C. Priess
National City Bank of PA
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

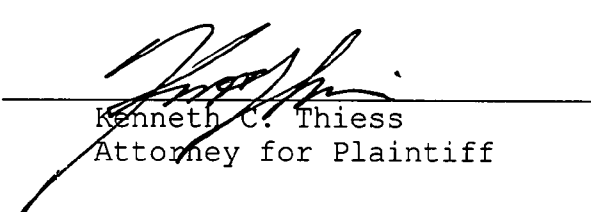
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Re Mary Kay Macurak/25-186 National City Bank of Pennsylvania — 20 Stanwix Street — Pittsburgh, PA 15222-1323			
One piece of ordinary mail addressed to:			
<i>Jasit Shaw</i> <i>2816 Greenview Rd</i> <i>Curwensville Pa</i> <i>16833</i>			



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Kenneth C. Thiess, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that to the best of his knowledge, information, and belief the Defendants are not active members of the Armed Forces of the United States of America or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"); if the Defendants are engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA.; the last known address of Plaintiff is National City Center, 20 Stanwix Street, Pittsburgh, PA 15222; the last known address of the Defendant, Harold D. Shaw, is RD #3, Box 113, Curwensville, PA 16833; the last known address of the Defendant, Janet Shaw, is 2816 Greenvue Road, Curwensville, PA 16833. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

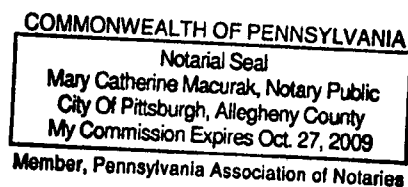
I verify that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA C.S.A. Section 4904, relating to unsworn falsification to authorities.


Kenneth C. Thiess
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED TO
Before Me This 20th Day
of January, 2006.


Notary Public

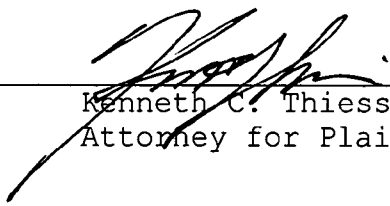
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Kenneth C. Thiess, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that to the best of his knowledge, information, and belief the Defendants are not active members of the Armed Forces of the United States of America or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"); if the Defendants are engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA.; the last known address of Plaintiff is National City Center, 20 Stanwix Street, Pittsburgh, PA 15222; the last known address of the Defendant, Harold D. Shaw, is RD #3, Box 113, Curwensville, PA 16833; the last known address of the Defendant, Janet Shaw, is 2816 Greenvew Road, Curwensville, PA 16833. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

I verify that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA C.S.A. Section 4904, relating to unsworn falsification to authorities.



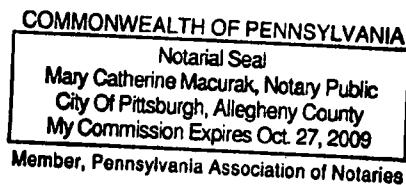
Kenneth C. Thiess
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED TO
Before Me This 20th Day
of January, 2006.



Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

NOTICE OF JUDGMENT

TO:

Janet L. Shaw
2816 Greenvew Road
Curwensville, PA 16833

You are hereby notified that a judgment was entered in the above captioned proceeding on January 23, 2006. The judgment is in the amount of ONE HUNDRED SIXTY FIVE THOUSAND ONE HUNDRED FIFTY SIX AND 20/100 DOLLARS (\$165,156.20).

Date

1/23/06

William L. Shaw

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

National City Bank of Pennsylvania
Integra Bank
Plaintiff(s)

No.: 2000-01048-CD

Real Debt: \$165,156.20

Atty's Comm:

Vs.

Costs: \$

Int. From:

Harold D. Shaw
Janet L. Shaw
Defendant(s)

Entry: \$

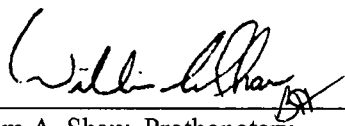
Instrument: Revival Judgment

Date of Writ of Revival: September 2, 2005

Date of Judgment: January 23, 2006

Expires: September 2, 2010

Certified from the record this 23rd day of January, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

 COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION, successor
to National City Bank of
Pennsylvania,

CIVIL DIVISION

Plaintiff,

No. 2000-01048-CD

vs.

PRAECIPE FOR
WRIT OF REVIVAL

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

Filed on behalf of
Plaintiff

Counsel of Record for
This Party:

Raymond F. Kozlowski, Jr.
PA. I.D. #44612

PNC Bank, National
Association
249 Fifth Avenue
Pittsburgh, PA 15222
(412) 762-5917
Raymond.kozlowski@pnc.com

FILED

Piff pd.

12/31/01

\$20.00

William A. Shaw

Prothonotary/Clerk of Courts

No cc

2 writs to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION, successor
to National City Bank of
Pennsylvania,

CIVIL DIVISION

Plaintiff,

No. 2000-01048-CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

PRAECIPE FOR
WRIT OF REVIVAL

TO: PROTHONOTARY


Please issue a Writ of Revival of Judgment entered at 2000-01048 in the Civil Division of the Court of Common Pleas of Clearfield County, Pennsylvania, and index it in the judgment index for the following:

Note-1

Principal.....	\$ 93,185.68
Interest through June 25, 2010.....	33,329.16
(accruing thereafter at a rate of \$21.49 per diem)	
Costs.....	(to be added)
Attorney's Fees.....	150.00
Total.....	\$126,664.84

Note-1

Principal.....	\$ 43,888.30
Interest through June 25, 2010.....	12,264.78
(Interest accruing thereafter at a rate of \$10.12 per diem)	
Costs.....	(to be added)
Attorney's Fees.....	150.00
Total.....	\$ 56,303.08
<u>Total Judgment Amount.....</u>	<u>\$182,967.92</u>


Raymond F. Kozlowski, Jr.
Attorney for Plaintiff

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

COPY

PNC Bank, National Association,
Successor to National City Bank of
Pennsylvania, Integra Bank

Vs.

Case No. 2000-01048-CD

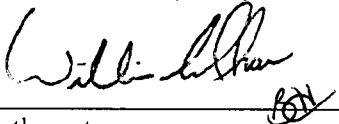
Harold D. Shaw
Janet L. Shaw

WRIT OF REVIVAL

TO: Harold D. Shaw and Janet L. Shaw

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$182,967.92
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Wednesday, July 14, 2010



Prothonotary

Filing party:
Raymond F. Kozlowski, Jr., Esq.
249 Fifth Ave.
Pittsburgh, PA 15222
(412) 762-5917

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION, successor
merger to NATIONAL
CITY BANK OF PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

NO. 2000-01048-CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

AFFIDAVIT OF SERVICE
AS TO WRIT OF REVIVAL

Defendants.

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

Raymond F. Kozlowski, Jr.
PA I.D. #44612

PNC Bank, National
Association
20 Stanwix Street
Pittsburgh, PA 15222
(412) 762-5917
Raymond.kozlowski@pnc.com

FILED

7/19/07
AUG 16 2010

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION, successor
merger to NATIONAL
CITY BANK OF PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

NO. 2000-01048-CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

AFFIDAVIT OF SERVICE
AS TO WRIT OF REVIVAL

Defendants.

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

Raymond F. Kozlowski, Jr.
PA I.D. #44612

PNC Bank, National
Association
20 Stanwix Street
Pittsburgh, PA 15222
(412) 762-5917
Raymond.kozlowski@pnc.com

FILED

NO
19:01/2010
AUG 16 2010

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION, successor
merger to NATIONAL
CITY BANK OF PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

NO. 2000-01048-CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

AFFIDAVIT OF SERVICE
AS TO WRIT OF REVIVAL

Defendants.

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

Raymond F. Kozlowski, Jr.
PA I.D. #44612

PNC Bank, National
Association
20 Stanwix Street
Pittsburgh, PA 15222
(412) 762-5917
Raymond.kozlowski@pnc.com

FILED

AUG 16 2010

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE
AS TO WRIT OF REVIVAL

I, Raymond F. Kozlowski, Jr., Counsel for Plaintiff, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's Writ of Revival in this matter upon the Defendants.

1. Pursuant to PA R.C.P. 3028 and PA R.C.P. 403, the undersigned caused the Defendants to be served with a Writ of Revival by Restricted Delivery on July 23, 2010 at 2816 Greenview Road, Curwensville, PA 16833. True and correct copies of the U.S. Postal Service Form 3811 are attached hereto as Exhibit "A" and incorporated hereof.

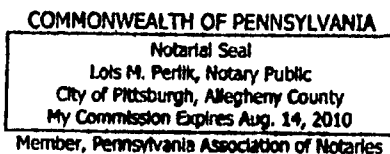
I verify that the facts contained in this Affidavit are true and correct based on my personal knowledge, information and belief.

PNC Bank, National Association

By: Raymond F. Kozlowski, Jr.
Raymond F. Kozlowski, Jr.
20 Stanwix Street
Pittsburgh, PA 15222
(412) 762-5917

Sworn to and subscribed
before me this 5th
day of August, 2010.

Lots M. Perlík
Notary Public




[Home](#) | [Help](#) | [Sign In](#)
[Track & Confirm](#)
[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7008 0150 0003 6039 7234
 Service(s): Certified Mail™
 Status: Delivered

Your item was delivered at 9:10 am on July 23, 2010 in
 CURWENSVILLE, PA 16833.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- Delivered, July 23, 2010, 9:10 am, CURWENSVILLE, PA 16833
- Arrival at Unit, July 23, 2010, 6:33 am, CURWENSVILLE, PA 16833

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

[Go >](#)

[Site Map](#)
[Customer Service](#)
[Forms](#)
[Gov't Services](#)
[Careers](#)
[Privacy Policy](#)
[Terms of Use](#)
[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA



U.S. Postal Service
 Mission Statement



U.S. Postal Service
 Mission Statement

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JANET L. SHAW
 2816 GREENVIEW RD
 CURWENSVILLE Pa

164

16833

2. Article Number

(Transfer from service label)

7008 0150 0003 6039 7234

PS Form 3811, February 2004

Domestic Return Receipt

Restricted

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

[Signature]

C. Date of Delivery

7-23

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes


[Home](#) | [Help](#) | [Sign In](#)
[Track & Confirm](#)
[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7008 0150 0003 6039 7227

Service(s): Certified Mail™

Status: Delivered

Your item was delivered at 9:10 am on July 23, 2010 in
CURWENSVILLE, PA 16833.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- Delivered, July 23, 2010, 9:10 am, CURWENSVILLE, PA 16833
- Arrival at Unit, July 23, 2010, 6:33 am, CURWENSVILLE, PA 16833

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

[Site Map](#) | [Customer Service](#) | [Forms](#) | [Gov't Services](#) | [Careers](#) | [Privacy Policy](#) | [Terms of Use](#) | [Business Customer Gateway](#)

Copyright© 2010 USPS. All Rights Reserved.

No FEAR Act EEO Data

FOIA


 Use of the Internet
 for the delivery of mail

 Internet-based services
 for the delivery of mail

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HAROLD SHAW
2816 Greenview Rd
Curwensville Pa
196 16833

2. Article Number

(Transfer from service label)

7008 0150 0003 6039 7227

PS Form 3811, February 2004

Domestic Return Receipt

Restricted

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION, successor
in interest to NATIONAL
CITY BANK OF PENNSYLVANIA,

Plaintiff,

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

CIVIL DIVISION

No. 2000-01048 CD

PRAECIPE FOR
DEFAULT JUDGMENT

Filed on behalf of
Plaintiff

Counsel of Record for,
This Party:

Raymond F. Kozlowski, Jr.
Pa. I.D. #44612

One PNC Center
249 Fifth Avenue
Pittsburgh, PA 15222
(412) 762-5917
Raymond.kozlowski@pnc.com

Defendants' address is:
Harold and Janet Shaw
2816 Greenvue Road
Curwensville, PA 16833

FILED
JAN 12 2001
H/12-706
William A. Shaw
Prothonotary/Clerk of Courts
No Cont.
NOTICE TO
DEBTOR'S
STATEMENT
ATTN (612)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION, successor
in interest to NATIONAL
CITY BANK OF PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

Please enter judgment against the Defendants, Harold D. and Janet L. Shaw, for failure to respond in the required time to the Writ of Revival at the above caption and number. I verify that the notice required by Rule 237.1 was mailed to the Defendants on August 30, 2010. Copies of the notices are attached hereto as Exhibit "A" and made a part hereof.

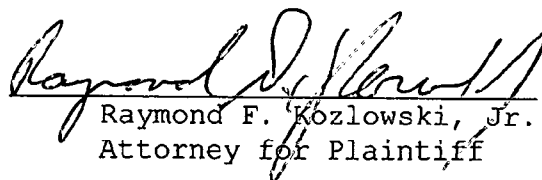
Note-1

Principal.....	\$ 93,185.68
Interest through June 25, 2010..	33,329.16
(accruing thereafter at a rate of \$21.49 per diem)	
Cost	(to be added)
Attorney's Fees.....	150.00
Total.....	\$126,664.84

Note-2

Principal.....	\$ 43,888.30
Interest through June 25, 2010.... (accruing thereafter at a rate of \$10.12 per diem)	12,264.78
Cost	(to be added)
Attorney's Fees.....	150.00
Total.....	\$ 56,303.08

<u>TOTAL JUDGMENT AMOUNT</u>	<u>\$182,967.92</u>
------------------------------	---------------------


Raymond F. Kozlowski, Jr.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

VS.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

TO: Janet Shaw
2816 Greenview Road
Curwensville, PA 16833
DATE OF NOTICE: August 30, 2010

IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
Clearfield County Bar Association
Court Administration
Market and Second Street
Clearfield, PA 16830
(814) 765-2641

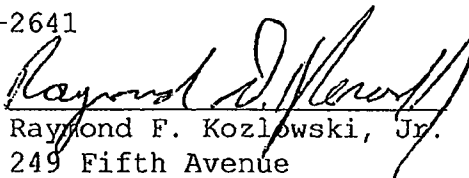

Raymond F. Kozlowski, Jr.
249 Fifth Avenue
Pittsburgh, PA 15222
(412) 762-5917

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
PNC BANK, NATIONAL CIVIL DIVISION
ASSOCIATION,

Plaintiff,

No. 2000-01048 CD

VS.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

TO: Harold Shaw
2816 Greenview Road
Curwensville, PA 16833
DATE OF NOTICE: August 30, 2010


IMPORTANT NOTICE

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

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IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.


LAWYER REFERRAL SERVICE
Clearfield County Bar Association
Court Administration
Market and Second Street
Clearfield, PA 16830
(814) 765-2641


Raymond F. Kozlowski, Jr.
249 Fifth Avenue
Pittsburgh, PA 15222
(412) 762-5917


COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Raymond F. Kozlowski, Jr., attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that to the best of his knowledge, information, and belief the Defendants are not active members of the Armed Forces of the United States of America or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"); if the Defendants are engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA.; the last known address of Plaintiff is One PNC Center, 249 Fifth Avenue, Pittsburgh, PA 15222; the last known address of the Defendants is 2816 Greenvue Road, Curwensville, PA 16833. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

I verify that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA C.S.A. Section 4904, relating to unsworn falsification to authorities.


Raymond F. Kozlowski, Jr.
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED TO
Before Me This 22nd Day
of February, 2010.


Notary Public

My Commission Expires: COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Lois M. Perlik, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Aug. 14, 2014
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION, successor
in interest to NATIONAL
CITY BANK OF PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,

Defendants.

NOTICE OF JUDGMENT

TO: Harold D. Shaw
2816 Greenvview Road
Curwensville, PA 16833 .

You are hereby notified that a judgment was entered in
the above captioned proceeding on 3-25-11. The
judgment is in the amount of ONE HUNDRED EIGHTY TWO THOUSAND
NINE HUNDRED SIXTY SEVEN AND 92/100 DOLLARS (\$182,967.92).

Date: 3-25-11



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION, successor
in interest to NATIONAL
CITY BANK OF PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

No. 2000-01048 CD

vs.

HAROLD D. SHAW AND
JANET L. SHAW,


Defendants.

NOTICE OF JUDGMENT

TO: Janet L. Shaw
2816 Greenview Road
Curwensville, PA 16833

You are hereby notified that a judgment was entered in
the above captioned proceeding on 3-25-11. The
judgment is in the amount of ONE HUNDRED EIGHTY TWO THOUSAND
NINE HUNDRED SIXTY SEVEN AND 92/100 DOLLARS (\$182,967.92).

Date: 3-25-11



FILED

MAR 25 2011

**William A. Shaw
Prothonotary/Clerk of Courts**

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

PNC Bank, National Association, successor
in interest to National City Bank of
Pennsylvania
Plaintiff(s)

No.: 2000-01048-CD

Real Debt: \$182,967.92

Atty's Comm:

Vs.

Costs: \$

Int. From:

Harold D. Shaw and
Janet L. Shaw
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Writ of Revival: July 14, 2010

Date of Judgment: March 25, 2011

Expires: July 14, 2015

Certified from the record this 25th day of March, 2011

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney