

01-211-CD  
BECKWITH MACHINERY COMPANY "vs" JOHN P. TKACIK et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,

CIVIL DIVISION

Plaintiff,

CASE NO. 01-211-CO

vs.

TYPE OF PLEADING:

JOHN P. TKACIK, i/and t/d/b/a JOHN P.  
TKACIK CONTRACTING,

**COMPLAINT AND CONFESSION OF  
JUDGMENT ON COMMERCIAL  
TRANSACTION**

Defendant.

FILED ON BEHALF OF PLAINTIFF:  
BECKWITH MACHINERY COMPANY

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald L. Phillips, Esquire  
PA I.D. #01339  
PHILLIPS AND BORING, P.C.  
Firm I.D. #327  
Lawyers Building, Suite 800  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-1977

**FILED**

FEB 12 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,	)	Principal Due	\$11,327.94
	)		
	Plaintiff,	) Interest at 11% per note	
vs.	)	from February 18, 2000	<u>1,246.07</u>
	)		
JOHN P. TKACIK, i/and t/d/b/a JOHN P.	)	15% Reasonable	\$12,574.01
TKACIK CONTRACTING,	)	Attorneys Fees	<u>1,886.10</u>
	)	TOTAL	
Defendant.	)	DSB No.	\$14,460.11

**COMPLAINT AND CONFESSION OF  
JUDGMENT ON COMMERCIAL TRANSACTION**

1. The Plaintiff is Beckwith Machinery Company with its offices and place of business at 3916 Crooked Run Road, North Versailles, PA 15137.
2. The Defendant is John P. Tkacik, individually and trading and doing business as John P. Tkacik Contracting, with his office and place of business at R. D. #1, Box 8, Curwensville, Clearfield County, PA 16833.
3. The Plaintiff avers that the Defendant named herein executed all documents containing a warranty of attorney to confess judgment in furtherance of and pursuant to a commercial transaction and that judgment is not being entered against a low-income person in a non-commercial transaction. Plaintiff also avers that this judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
4. This Defendant also executed a Note and Security Agreement to secure Plaintiff with respect to an account balance due the Plaintiff in the amount of \$12,527.94 on February 18, 2000. A copy showing signature of the Defendant is attached hereto, made a part hereof and marked as Exhibit "A."
5. The Plaintiff is not claiming by virtue of an assignment or transfer.

6. Judgment has not been entered on the said instrument in any jurisdiction.

7. Plaintiff avers that the terms of the Note and Security Agreement, Exhibit "A," provide that judgment may be confessed on default and that the judgment being entered pursuant to this Complaint and in the amount of \$11,327.94 plus interest at 11% per annum in accordance with the terms of the Note in the sum of \$1,246.07 which sub-totals to \$12,574.01 and plus 15% of that subtotal, \$12,574.01, or \$1,886.10 as and for reasonable attorneys fees for a total judgment of \$14,460.11 is being entered pursuant to the terms of the said Note and Security Agreement.

8. The Defendant breached the Agreement by defaulting and failing to make payment as required on February 19, 2000, and continued to default thereafter.

WHEREFORE, Plaintiff demands judgment against the Defendant, John P. Tkacik, individually and trading and doing business as John P. Tkacik Contracting, in the total sum of \$14,460.11 plus ongoing and continuing interest and the costs of this suit.

PHILLIPS AND BORING, P.C.

  
\_\_\_\_\_  
Donald L. Phillips  
Attorney for Plaintiff

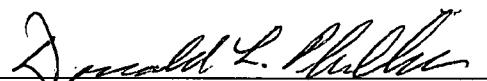
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,        )  
    )  
    )  
Plaintiff,                            )  
    )  
    )  
vs.                                    )    CASE NO.  
    )  
    )  
JOHN P. TKACIK, i/and t/d/b/a JOHN P.        )  
TKACIK CONTRACTING,                            )  
    )  
    )  
Defendant.                            )

**CERTIFICATION OF COMMERCIAL TRANSACTION**

I hereby certify that the underlying transaction giving rise to the cause of action and the documents containing warrant of attorney to confess judgment upon which the within action is filed are commercial in nature and that the judgment being entered pursuant to this Complaint is not against any Defendant entitled to the protection and procedures of this Court applicable to a low-income person in a non-commercial transaction.

I also certify that this judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

  
\_\_\_\_\_  
Donald L. Phillips  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,        )  
    )  
    )  
Plaintiff,                            )  
    )  
    )  
vs.                                    )    CASE NO.  
    )  
JOHN P. TKACIK, i/and t/d/b/a JOHN P.        )  
TKACIK CONTRACTING,                            )  
    )  
    )  
Defendant.                            )

**CONFESSTION**

Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess judgment in favor of the Plaintiff and against the Defendant as follows:

Principal Amount Due	\$11,327.94
Interest at 11% per note from February 18, 2000	<u>1,246.07</u>
15% Reasonable Attorneys Fees	<u>\$12,574.01</u> <u>1,886.10</u>
<b>TOTAL</b>	<b>\$14,460.11</b>

Dated: 2/7/01

  
\_\_\_\_\_  
Christopher B. Stern  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## **VERIFICATION OF NON-MILITARY SERVICE**

I, Donald L. Phillips, on advice and belief hereby swear or affirm that the above named defendant is not presently in the active military service of the United States of America and that he is not a member of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor is he engaged in any active military service or active military duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 as designated therein as military service, nor has he, to the best of my knowledge, enlisted in military service covered by this act that the averments herein set forth, insofar as they are within my knowledge are correct, and true; and insofar as they are based on information received from others, are true and correct, and I verily believe.

This Verification is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
Donald L. Phillips  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CASE NO.
	)	
JOHN P. TKACIK, i/and t/d/b/a JOHN P.	)	
TKACIK CONTRACTING,	)	
	)	
Defendant.	)	

**CERTIFICATION OF ADDRESSES**

I certify that the address of the plaintiff-creditor is as follows:

BECKWITH MACHINERY COMPANY  
c/o Phillips and Boring, P. C.  
Attorneys for Plaintiff/Creditor  
Suite 800, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219

and that the name(s) and address(es) of all defendants entitled to notice of entry of default judgment are as follows:

JOHN P. TKACIK i/and t/d/b/a  
JOHN P. TKACIK CONTRACTING  
R. D. #1, Box 8  
Curwensville, PA 16833

  
\_\_\_\_\_  
Donald L. Phillips  
Attorney for Plaintiff/Creditor

**BECKWITH MACHINERY COMPANY**  
**NOTE AND SECURITY AGREEMENT**

4565 William Penn Highway  
 Murrysville, PA 15668-2016.

\$ 12,527.94

Agreement No. 899-10981

Date 2/18/00

**Debtor:** John P. Tkacik dba John P. Tkacik Contracting

Corporation  Individual  Partnership  Limited Liability Company  Other

RD 1 Box 8	Curwensville	16833	Clearfield
STREET AND NO.	CITY	ZIP	COUNTY
			PA
			STATE

QUANTITY	SCHEDULE OF COLLATERAL
One (1)	Caterpillar Model 416C Backhoe Loader, S/N 4ZN02926
One (1)	Caterpillar D3C Track-Type Tractor, S/N 6SL00959
One (1)	1988 Mack Truck, S/N 005009

Together with all attachments, accessories and parts used or intended to be used with the above equipment, whether now or hereafter installed therein or affixed thereto, as well as all substitutions, replacements and proceeds from the sale thereof (herein collectively called the "Collateral"). Nothing herein shall be considered as permission to sell the Collateral.

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned ("Debtor") promises to pay to the order of BECKWITH MACHINERY COMPANY ("Beckwith") at 4565 William Penn Highway, Murrysville, Pennsylvania 15668-2016, or at such other place as Beckwith may from time to time designate, the sum of Twelve Thousand Five Hundred Twenty Seven and 94/100 Dollars (\$ 12,527.94 ) as follows:

\$ 200.00 upon the execution hereof by Debtor. The principal sum of \$12,327.94 is due in full the day following the date of this agreement. Secured Party may, from time to time accept partial payments. Any payment received will be applied first to accrued interest from the due date at 11% APR and the remainder (if any) to principal. Acceptance by Secured Party of partial payments does not alter the due date of this agreement. Acceptance by Secured Party of partial payments does not alter any of the terms, conditions or rights of the Secured Party under this agreement.

Debtor agrees that Beckwith shall have, and there is hereby created in favor of Beckwith, a security interest in the Collateral described or mentioned in the above Schedule of Collateral to secure (i) the payment of the debt evidenced hereby, (ii) all costs and expenses incurred by Beckwith in the collection of the same, including without limitation actual expenditures for reasonable attorney's fees and legal expenses, (iii) all future advances made by Beckwith for taxes, levies, insurance and repairs to or maintenance of the Collateral, and (iv) all other past, present and future direct or contingent liabilities of Debtor to Beckwith. If the debt secured hereby represents funds or credit advanced by Beckwith for the purchase of the Collateral, or any part thereof, then to that extent Beckwith's security interest is a purchase money security interest. In addition to all rights given to Beckwith by this Note and Security Agreement, Beckwith shall have all rights and remedies of a secured party under the Uniform Commercial Code. Risk of loss of, damage to or destruction of the Collateral is on Debtor.

**ATTENTION DEBTOR: THIS NOTE AND SECURITY AGREEMENT IS SUBJECT TO THE REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS ON THE REVERSE SIDE HEREOF AND THIS NOTE AND SECURITY AGREEMENT INCLUDES, IF THE COLLATERAL DESCRIBED ABOVE HAS BEEN PURCHASED FROM SELLER, THE TERMS AND CONDITIONS OF SELLER'S QUOTATION/OFFER TO SELL, INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATIONS OF REMEDIES, INDEMNIFICATION AND EXCLUSIONS OF DAMAGES.**

COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, ARE TO BE SENT TO EITHER BECKWITH MACHINERY COMPANY, ATTN: TREASURER, 4565 WILLIAM PENN HIGHWAY, MURRYSVILLE PA 15668 OR ASSIGNEE.

This Note and Security Agreement is Subject to the Representations, Warranties, Covenants & Agreements on the Reverse Side

CONTINUED FROM FACE SIDE

Debtor represents, warrants, covenants and agrees that:



The Collateral is as described and is being or will be used primarily in Debtor's business and Debtor will use it for no other purpose.

(2) The Collateral is owned by Debtor and is not subject to any security interest (except that created hereby) or to any liens or encumbrances and Debtor will defend the same against the claims and demands of all persons.

(3) Debtor will not sell, lease, mortgage, pledge or encumber the Collateral, permit its identity to be lost, permit it to be levied upon or attached under any legal process, part with possession thereof either voluntarily or involuntarily, create any security interest therein (except that created hereby), or otherwise dispose of the same or any of Debtor's rights therein or hereunder.

(4) Debtor will maintain the Collateral in good condition and repair, reasonable wear and tear alone excepted, will use and store the same in a safe and prudent manner, and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same. If Debtor fails to do so, Beckwith may pay the cost of such repairs and such taxes, levies and impositions for Debtor's account, adding the amount thereof to the debt secured hereby.

(5) Debtor will insure the Collateral against such risks and casualties and in such amounts as Beckwith shall require. All policies of insurance shall be payable to Beckwith as its interest may appear, and such policies or certificates evidencing the same shall be deposited with Beckwith upon request. If Debtor fails to effect and keep in force such insurance or fails to pay the premium thereon, Beckwith may do so for Debtor's account and add the cost thereof to the debt secured hereby. Debtor hereby assigns and sets over to Beckwith any moneys which may become payable on account of any such insurance, including any return or unearned premiums, and directs the insurers to pay Beckwith any amount so due. Beckwith is hereby irrevocably appointed Debtor's attorney in fact to endorse any draft or check which may be payable to Debtor in order to collect such return or unearned premiums or the proceeds of any such insurance. Any balance of insurance proceeds remaining after payment in full of the debt secured hereby shall be paid to Debtor.

(6) Debtor will not remove the Collateral from Pennsylvania without the prior written consent of Beckwith and will permit Beckwith to inspect the Collateral at any time.

(7) Debtor will pay all costs of filing any financing, continuation or termination statement with respect to the security interest created hereby, and Beckwith is hereby irrevocably appointed Debtor's attorney in fact to do all acts and things which it may deem necessary to perfect and continue the perfection of its security interest in the Collateral.

(8) If the Collateral or any part thereof is used in Debtor's farming operations, Debtor will promptly notify Beckwith in writing of any change of residence and hereby certifies that Debtor's present residence is at the address set forth on the face hereof. (Paragraph 8 applies only to farm equipment.)

(9) Debtor's chief place of business is at the address set forth on the face hereof. Debtor will promptly notify Beckwith in writing of (i) any change in the location of its chief place of business and (ii) any change in the location of the Collateral.

(10) If the Collateral or any part thereof is a motor vehicle for which a certificate of title has been issued, Debtor concurrently with the execution hereof has delivered, or within ten days from the date hereof will deliver, such certificate of title to Beckwith and hereby authorizes Beckwith to cause a statement of Beckwith's security interest to be noted as a lien or encumbrance on such certificate. Failure of Debtor to so deliver such certificate of title within ten days from the date hereof shall constitute an event of default hereunder.

(11) If any of the following events (herein called "events of Default") shall occur, that is, if Debtor shall fail to pay any installment according to the terms hereof or shall fail to observe or perform any of the other covenants or agreements hereof, or in case any of the representations or warranties of Debtor herein contained shall prove to be false or misleading, or upon any assignment by Debtor for the benefit of creditors, or if any proceeding in bankruptcy, receivership, reorganization or insolvency shall be filed by or against Debtor, or in the event of the death of Debtor, then, and in any such event, Beckwith may declare the unpaid balance hereof immediately due and payable without demand or notice, enter judgment against Debtor as hereinafter provided, and in addition proceed to exercise one or more of the rights accorded by the Uniform Commercial Code or otherwise by law.

(12) Upon the happening of any event of default, Debtor, upon demand by Beckwith, shall assemble the Collateral and make it available to Beckwith at a place to be designated by Beckwith which is reasonably convenient to both parties. Beckwith may, at its election, enforce its rights under this Paragraph 12 by a bill in equity for specific performance. Debtor grants Beckwith the right to enter upon any premises of Debtor at any time for the purpose of recovering possession of the Collateral after the happening of an event of default, or for the preservation of the rights of Beckwith hereunder, all without demand or notice to Debtor and without prior judicial hearing or legal proceedings which Debtor hereby expressly waives, it being specifically agreed between Debtor and Beckwith that upon the occurrence of an event of default Beckwith, its successors or assigns, shall have immediate right to exclusive possession of the Collateral.

(13) If the proceeds of any sale or other lawful disposition of Collateral by Beckwith following repossession thereof after the happening of an event of default are insufficient to pay the amounts required by law, Debtor shall be liable for any deficiency but shall be entitled to any surplus if any results after the lawful application of such proceeds.

(14) This Note and Security Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Pennsylvania. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note and Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

(15) The rights and privileges of Beckwith hereunder shall inure to the benefit of its successors and assigns, and the duties and obligations of Debtor hereunder shall bind heirs, personal representatives, successors and assigns. If there be more than one Debtor, the representations, warranties, covenants and agreements of Debtor herein contained shall be joint and several.

(16) If the Collateral described above has been purchased from Beckwith, this Note

between the parties relative to the sale of the Collateral. If the Collateral described above has not been purchased from Beckwith, this Note and Security Agreement contains the entire contract between the parties relative to this transaction, and it shall not be binding upon Beckwith until executed on Beckwith's behalf by a duly authorized officer of Beckwith. In any case, Beckwith is not bound by any representations or commitments made by any agent or employee of Beckwith unless the same are included herein. The rights and privileges of Beckwith hereunder shall inure to the benefit of its successors and assigns, and the duties and obligations of Debtor hereunder shall bind its heirs, personal representatives, successors and assigns. If there be more than one Debtor, the representations, warranties, covenants and agreements of Debtor herein contained shall be joint and several.

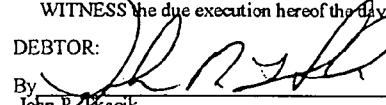
(17) IF ANY PAYMENT HEREUNDER IS NOT PAID WHEN DUE, DEBTOR AGREES TO PAY CONCURRENTLY WITH THE PAYMENT OF SUCH OVERDUE PAYMENT A CHARGE EQUAL TO 5% OF THE AMOUNT OF THE OVERDUE PAYMENT, PER MONTH.

(18) DEBTOR HEREBY EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR DEBTOR AND, WITH OR WITHOUT ONE OR MORE DECLARATIONS FILED, CONFESS A JUDGMENT OR JUDGMENTS AGAINST DEBTOR IN FAVOR OF THE HOLDER HEREOF AS OF ANY TERM FOR THE UNPAID BALANCE HEREOF WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES FOR COLLECTION, WITH RELEASE OF ALL ERRORS AND WITHOUT STAY OF EXECUTION, AND INQUISITION AND EXTENSION UPON ANY LEVY ON REAL ESTATE IS HEREBY WAIVED AND CONDEMNATION AGREED TO AND THE EXEMPTION OF ALL PROPERTY FROM LEVY AND SALE ON ANY EXECUTION THEREON AND EXEMPTION OF WAGES FROM ATTACHMENT, ARE ALSO HEREBY EXPRESSLY WAIVED, AND NO BENEFIT OF EXEMPTION SHALL BE CLAIMED UNDER OR BY VIRTUE OF ANY EXEMPTION LAW NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

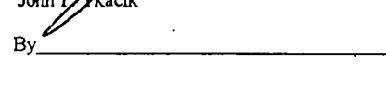
BY OUR SIGNATURES BELOW, THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THAT THE IMMEDIATELY PRECEDING PARAGRAPH ENABLES BECKWITH MACHINERY COMPANY TO OBTAIN A JUDGMENT OR JUDGMENTS AGAINST THEM WITHOUT AN OPPORTUNITY FOR A HEARING AND WITHOUT ANY PRIOR NOTICE OR OPPORTUNITY TO RESPOND. UNDERSIGNED FURTHER ACKNOWLEDGE THAT THEY HAVE EXECUTED AND SIGNED THIS NOTE AND SECURITY AGREEMENT AFTER HAVING CONSULTED OR HAVING HAD AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AND UNDERSIGNED NONTHELESS KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY HAVE AGREED TO WAIVE AND GIVE UP THEIR CONSTITUTIONAL RIGHT TO NOTICE AND HEARING PRIOR TO THE ENTRY OF JUDGMENT OR TO NOTICE AND HEARING WITH RESPECT TO DEFENSES OR VALID OBJECTIONS TO THE JUDGMENT. UNDERSIGNED FURTHER UNDERSTAND THAT AFTER ENTRY OF JUDGMENT, BECKWITH MACHINERY COMPANY HAS THE RIGHT TO CAUSE A WRIT OF EXECUTION TO BE ISSUED AND PROPERTY AND ASSETS SEIZED WITHOUT THE OPPORTUNITY FOR A PREDEPRIVATION NOTICE OR HEARING OR JUDICIAL DETERMINATION OF ANY NATURE, AND NONTHELESS, KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY AGREE TO WAIVE ANY SUCH HEARING OR PRIOR NOTICE EITHER BEFORE OR AFTER ENTRY OF JUDGMENT.

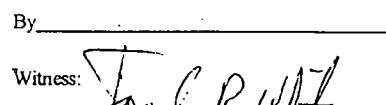
WITNESS the due execution hereof the day and year first above written.

DEBTOR:

By  John P. Tkacik

Owner  
(Title)

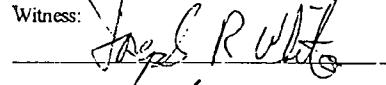
By  T. J. Fleury

By  T. J. Fleury  
(Title)

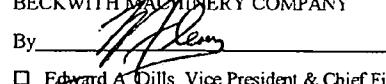
By  Edward A. Dills

By  Edward A. Dills  
(Title)

Witness:

 T. J. Fleury

BECKWITH MACHINERY COMPANY

By  T. J. Fleury

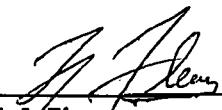
Edward A. Dills, Vice President & Chief Financial Officer  
 T. J. Fleury, Treasurer & General Credit Manager

Rev February 18, 2000

**VERIFICATION**

T. J. Fleury verifies that the annexed Note and Security Agreement with warrant of attorney is a true and correct copy of the original instrument with warrant of attorney upon which judgment is confessed herein, and that the allegations of fact contained in the foregoing statement are true and correct.

This statement is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
T. J. Fleury

2/1/01  
Date

**FILED**

*BC*  
FEB 12 2001  
1340 *latty Phillips*  
William A. Shaw  
Prothonotary  
Pd \$80.00

*latty Phillips*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,

CIVIL DIVISION

Plaintiff,

CASE NO. 01-211-CD

vs.

TYPE OF PLEADING:

JOHN P. TKACIK, i/and t/d/b/a  
JOHN P. TKACIK CONTRACTING,

**VERIFICATION OF SERVICE**

Defendant.

FILED ON BEHALF OF PLAINTIFF:  
BECKWITH MACHINERY COMPANY

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald L. Phillips, Esquire  
PA I.D. #01339  
PHILLIPS AND BORING, P.C.  
Firm I.D. #327  
Lawyers Building, Suite 800  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-1977

**FILED**

MAR 05 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## **VERIFICATION OF SERVICE**

I, Donald L. Phillips, hereby swear or affirm that I am attorney for the Plaintiff above and that service of the Notice Under Rule 2958.1 of Judgment and Execution Thereon filed by the Plaintiff (copy attached hereto) was made upon the Defendant, John P. Tkacik i/and t/d/b/a John P. Tkacik Contracting, at the address of R. D. #1, Box 8, Curwensville, PA 16833 on February 22, 2001, by Certified Mail No. 7000 000 3448 1014, the original receipt of which is attached hereto as Exhibit "A".

This statement is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

Donald L. Phillips  
Donald L. Phillips  
PHILLIPS AND BORING, P.C.  
800 Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-1977

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY, )  
vs. )  
Plaintiff, )  
vs. )  
JOHN P. TKACIK, i/and t/d/b/a JOHN P. )  
CONTRACTING, )  
Defendant. )  
No. 01-211-CD

**NOTICE UNDER RULE 2958.1 OF  
JUDGMENT AND EXECUTION THEREON**

## NOTICE OF DEFENDANT'S RIGHTS

TO: John P. Tkacik, i/and t/d/b/a John P. Tkacik Contracting

A judgment in the amount of \$14,460.11 has been entered against you and in favor of the Plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

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

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

s/Donald L. Phillips

Donald L. Phillips

PHILLIPS AND BORING, P.C.

800 Lawyers Building

428 Forbes Avenue

Pittsburgh, PA 15219

Pittsburgh, PA  
(412) 281-1977

**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:**

N P. TKACIK 1/and t/d/b/a  
N P. TKACIK CONTRACTING  
D. #1, Box 8  
enville, PA 16833

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery
KAREN TKACIK 7/22/01	
C. Signature	
<input checked="" type="checkbox"/> Karen TKacik	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number (Copy from service label)**

7000 0600 0024 3448 14014

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box.

FEB 23 2001

PHILLIPS & BORING P.C.  
SUITE 800, LAWYERS BUILDING  
428 FORBES AVENUE  
PITTSBURGH, PA 15219-1674

DP-Bnc v. TKacik Contracting

1515



EXHIBIT "A"

**FILED**

NO  
MAR 11 2001  
2001

CC  
William A. Shew  
Prothonotary

EX-75

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,

CIVIL DIVISION

Plaintiff,

CASE NO. 01-211-CD

vs.

TYPE OF PLEADING:

JOHN P. TKACIK, i/and t/d/b/a  
JOHN P. TKACIK CONTRACTING,

**PRAECIPE FOR WRIT OF EXECUTION  
CONFESSED JUDGMENT**

Defendant.

FILED ON BEHALF OF PLAINTIFF:  
BECKWITH MACHINERY COMPANY

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald L. Phillips, Esquire  
PA I.D. #01339  
PHILLIPS AND BORING, P.C.  
Firm I.D. #327  
Lawyers Building, Suite 800  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-1977

**FILED**  
MAY 24 2001  
William A. Shaw  
Prothonotary

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

BECKWITH MACHINERY COMPANY, )  
 )  
 Plaintiff, )  
 )  
 vs. ) No. 01-211-CD  
 )  
 JOHN P. TKACIK, i/and t/d/b/a JOHN P. )  
 CONTRACTING, )  
 )  
 Defendant. )

**PRAECLPICE FOR WRIT OF EXECUTION**  
**CONFESSED JUDGMENT**

I certify that this Praeclpice is based upon a confessed judgment and that the Prothonotary is authorized to issue this Praeclpice because notice has been served pursuant to Rule 2958.1 as evidenced by a return of service filed of record. (Verification of Service)

TO: CLEARFIELD COUNTY PROTHONOTARY,

Issue writ of execution in the above matter,

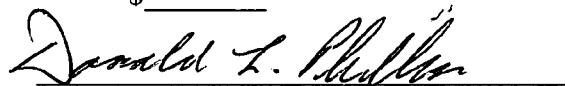
- (1) Directed to the Sheriff of Clearfield County;
- (2) Against John P. Tkacik, i/and t/d/b/a John P. Tkacik Contracting and
- (3) Against County National Bank, garnishee;
- (4) and index this writ
  - (a) against \_\_\_\_\_ defendant and
  - (b) against \_\_\_\_\_ as a lis pendens against real property of the defendant in the name of garnishee as follows:  
\_\_\_\_\_

(5) Judgment balance \$14,460.11

Interest from February 12, 2001 216.90  
\$14,677.01

Costs per Prothonotary \_\_\_\_\_

**TOTAL DUE** \$ \_\_\_\_\_

  
Donald L. Phillips  
Attorney for Plaintiff

FILED

MAY 24 2001  
01351-  
Guthy Phillips  
William A. Shaw  
Prothonotary

PD 520.00

800  
LeWitts Shred

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW

COPY

Beckwith Machinery Company,

Vs.

NO.: 2001-00211-CD

John P. Tkacik, individually and t/d/b/a  
Tkacik, John P. Contracting,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BECKWITH MACHINERY COMPANY, , Plaintiff(s) from JOHN P. TKACIK, TKACIK, JOHN P. CONTRACTING, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Exhibit "A"
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$14,460.11

PAID: \$100.00

INTEREST: \$from February 12, 2001 - \$216.90

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 05/24/2001

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Donald L. Phillips, Esquire  
Lawyers Building, Suite 800  
428 Forbes Avenue,

---

Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Beckwith Machinery Company,

Vs.

NO.: 2001-00211-CD

John P. Tkacik, individually and t/d/b/a  
Tkacik, John P. Contracting,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BECKWITH MACHINERY COMPANY, , Plaintiff(s) from JOHN P. TKACIK, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Exhibit "A"
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$14,460.11  
INTEREST: \$from February 12, 2001 - \$216.90  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/24/2001

PAID: \$100.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 25<sup>th</sup> day  
of May A.D. 2001  
At 11:15 A.M./P.M.

Chester A. Hunting  
Sheriff by Margaret N. Pitt

Requesting Party: Donald L. Phillips, Esquire  
Lawyers Building, Suite 800  
428 Forbes Avenue,

In The Court of Common Pleas of Clearfield County, Pennsylvania

BECKWITH MACHINERY COMPANY

Sheriff Docket # 11049

01-211-CD

VS.

TKACIK, JOHN P. T/D/B/A

WRIT OF EXECUTION      INTERROGATORIES TO GARNISHEE

**SHERIFF RETURNS**

NOW, MAY 25, 2001, AT 2:35 PM O'CLOCK SERVED WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON TAMMY WAGNER, ADMINISTRATIVE ASSISTANT OF COUNTY NATIONAL BANK, GARNISHEE, AT HER PLACE OF EMPLOYMENT, SECOND AND MARKET STREETS, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO TAMMY WAGNER, ADMINISTRATIVE ASSISTANT OF COUNTY NATIONAL BANK, GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, MAY 30, 2001, RETURN WRIT AS BEING SERVED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$19.00

SURCHARGE            10.00

PAID BY ATTORNEY

**FILED**

MAY 30 2001  
08391pm 9  
William A. Shaw  
Prothonotary

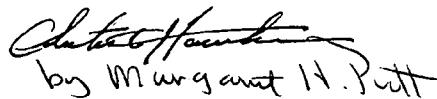
Sworn to Before Me This

30th Day Of May 2001



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

So Answers,

  
by Margaret H. Pitt  
Chester A. Hawkins  
Sheriff

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

BECKWITH MACHINERY COMPANY :  
Plaintiff :  
vs. :  
JOHN P. TKACIK, i/and :  
t/d/b/a JOHN P. CONTRACTING, :  
Defendants :  
COUNTY NATIONAL BANK, :  
Garnishee :

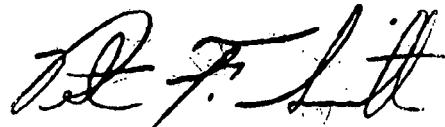
**CERTIFICATE OF SERVICE**

I, Peter F. Smith, attorney for the Garnishee in the above-captioned matter, certify that I have served a true and correct copy of **Answers to Interrogatories** by U. S. Certified Mail on the Defendant and U.S. First Class Mail, postage prepaid on the Plaintiff's Attorney at the following addresses:

John P. Tkacik  
Karen A. Tkacik  
RR 1 Box 16  
Curwensville, PA 16833  
**7000 0520 0021 4257 6731**

Donald L. Phillips, Attorney for Plaintiff  
**PHILLIPS AND BORING, P.C.**  
Suite 800, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219

Respectfully submitted,



Peter F. Smith  
Attorney for Plaintiff

Date: 5-31-01

**FILED**

JUN 01 2001  
03:40 hccc  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,

CIVIL DIVISION

Plaintiff,

CASE NUMBER: 01-211-CD

vs.

TYPE OF PLEADING:

JOHN P. TKACIK i/and t/d/b/a  
JOHN P. TKACIK CONTRACTING,

**PRAECIPE FOR WRIT OF REVIVAL**

Defendant.

FILED ON BEHALF OF:

Beckwith Machinery Company, Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald L. Phillips, Esquire  
Phillips and Boring, P. C.  
Suite 800, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-1977

Attorney's State ID #01339  
Attorney's Firm ID #0327

FILED *Atty pd.*  
*7/11/35/01* *00.00*  
JUL 01 2005 *2 Writs to Shiff*

William A. Shaw  
Prothonotary/Clerk of Courts

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

BECKWITH MACHINERY COMPANY, )  
vs. )  
Plaintiff, )  
vs. )  
JOHN P. TKACIK, i/and t/d/b/a JOHN P. )  
TKACIK CONTRACTING, )  
Defendant. )  
No. 01-211-CD

## **CERTIFICATION OF ADDRESSES**

I certify that the address of the plaintiff-creditor is as follows:

BECKWITH MACHINERY COMPANY  
c/o Phillips and Boring P. C.  
Attorneys for Plaintiff/Creditor  
Suite 800, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219

and that the name(s) and address(es) of all defendants entitled to notice of entry of default judgment are as follows:

JOHN P. TKACIK, i/and t/d/b/a  
JOHN P. TKACIK CONTRACTING  
390 Spila Road  
Curwensville, PA 16833

  
Donald L. Phillips  
Attorney for Plaintiff/Creditor

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

 COPY

Beckwith Machinery Company

Vs.

Case No. 2001-00211-CD

John P. Tkacik  
Tkacik, John P. Contracting

WRIT OF REVIVAL

TO: John P. Tkacik, individually and trading and doing business as John P. Tkacik  
Contracting

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 \$14,677.01
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, July 01, 2005

---

Prothonotary

Filing party:  
Donald L. Phillips, Esq.  
Suite 800, Lawyers Building  
428 Forbes Ave.  
Pittsburgh, PA 15219  
(412) 281-1977

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,

CIVIL DIVISION

Plaintiff,

CASE NUMBER: 01-211-CD

vs.

JOHN P. TKACIK i/and t/d/b/a  
JOHN P. TKACIK CONTRACTING,

TYPE OF PLEADING:

Defendant.

**PLAINTIFF'S BILL OF COSTS**

FILED ON BEHALF OF:

Beckwith Machinery Company, Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald L. Phillips, Esquire  
Phillips and Boring, P. C.  
Suite 800, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-1977

Attorney's State ID #01339  
Attorney's Firm ID #0327

FILED <sup>(6N)</sup>  
m 10/15/05  
AUG 29 2005  
NO CC

William A. Shaw  
Prothonotary/Clerk of Courts

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

BECKWITH MACHINERY COMPANY, )  
vs. )  
Plaintiff, )  
vs. )  
JOHN P. TKACIK, i/and t/d/b/a JOHN P. )  
TKACIK CONTRACTING, )  
Defendant. )  
No. 01-211-CD

## **PLAINTIFF'S BILL OF COSTS**

Notice prior to entry of judgment required by Pa. R.C.P. 237.1, and certification of compliance with Rule 237.1	\$20.00
Notice of entry of judgment required by Pa. R.C.P. 236 and/or local rule of Court	<u>20.00</u>
<b>TOTAL</b>	<b>\$40.00</b>

## PHILLIPS AND BORING, P.C.

Donald L. Phillips  
Donald L. Phillips  
Attorney for Plaintiff

**FILED**

**AUG 29 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,

CIVIL DIVISION

Plaintiff,

CASE NUMBER: 01-211-CD

vs.

TYPE OF PLEADING:

JOHN P. TKACIK i/and t/d/b/a  
JOHN P. TKACIK CONTRACTING,

**PRAECIPE FOR DEFAULT  
JUDGMENT**

FILED ON BEHALF OF:

Beckwith Machinery Company, Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald L. Phillips, Esquire  
Phillips and Boring, P. C.  
Suite 800, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-1977

Attorney's State ID #01339  
Attorney's Firm ID #0327

60  
FILED NOCC  
m 12 15 2005 Notice to Def.  
AUG 29 2005 Statement to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty  
j

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

BECKWITH MACHINERY COMPANY, )  
vs. )  
Plaintiff, )  
vs. )  
JOHN P. TKACIK, i/and t/d/b/a JOHN P. )  
TKACIK CONTRACTING, )  
Defendant. )  
No. 01-211-CD

## **PRAECIPE FOR DEFAULT JUDGMENT**

TO: PROTHONOTARY OF CLEARFIELD COUNTY,

Enter judgment in favor Plaintiff and against the above named Defendant in default of an answer sec. leg in the sum of \$18,312.72 plus costs liquidated as follows:

Amount claimed in Revival \$14,677.01

Interest from February 12, 2001 3,616.06

**SUBTOTAL** \$18,293.07

Less payment on June 28, 2005	\$200.00
Less payment on July 27.2005	<u>200.00</u>
	(400.00)

**TOTAL** **\$17,893.07**

PHILLIPS AND BORING, P. C.

Donald L. Phillips  
Donald L. Phillips  
Attorney for Plaintiff

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

## **VERIFICATION OF NON-MILITARY SERVICE**

I, Donald L. Phillips, on advice and belief hereby swear or affirm that the above named defendant is not presently in the active military service of the United States of America and that he is not a member of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor is he engaged in any active military service or active military duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 as designated therein as military service, nor has he, to the best of my knowledge, enlisted in military service covered by this act that the averments herein set forth, insofar as they are within my knowledge are correct, and true; and insofar as they are based on information received from others, are true and correct, and I verily believe.

This Verification is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Donald L. Phillips  
Donald L. Phillips  
Attorney for Plaintiff

FILE COPY

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

**TO:** John P. Tkacik i/t/d/b/a  
John P. Tkacik Contracting  
390 Spila Road  
Curwensville, PA 16833

**DATE OF NOTICE:** August 9, 2005

## **IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

S/Donald L. Phillips

Donald L. Phillips  
PHILLIPS AND BORING, P.C.  
Lawyers Building, Suite 800  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-1977

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

BECKWITH MACHINERY COMPANY, )  
vs. )  
Plaintiff, )  
vs. )  
JOHN P. TKACIK, i/and t/d/b/a JOHN P. )  
TKACIK CONTRACTING, )  
Defendant. )  
No. 01-211-CD

## **CERTIFICATION OF ADDRESSES**

I certify that the address of the plaintiff-creditor is as follows:

BECKWITH MACHINERY COMPANY  
c/o Phillips and Boring, P. C.  
Attorneys for Plaintiff/Creditor  
Lawyers Building, Suite 800  
428 Forbes Avenue  
Pittsburgh, PA 15219

and that the name(s) and address(es) of all defendants entitled to notice of entry of default judgment are as follows:

JOHN P. TKACIK i/t/d/b/a  
JOHN P. TKACIK CONTRACTING  
390 Spila Road  
Curwensville, PA 16833

and that on August 9, 2005, a written notice of intention to file the within Praeclipe for Default Judgment in the form required by Pa. R.C.P. 237.1(c) was mailed to the defendant(s) against whom the judgment is to be entered, and to their attorney of record, if any, this notice being sent after the default occurred and at least ten days prior to date of the filing of this Praeclipe for Default Judgment. A copy of the said notice, as mailed, is being filed along with this certification and Praeclipe for Default Judgment.

Donald L. Phillips  
Donald L. Phillips  
Attorney for Plaintiff/Creditor

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

BECKWITH MACHINERY COMPANY, )  
                                  )  
Plaintiff,                    )  
                                  )  
vs.                            ) No. 01-211-CD  
                                  )  
JOHN P. TKACIK, i/and t/d/b/a JOHN P. )  
TKACIK CONTRACTING,         )  
                                  )  
Defendant.                    )

 COPY

**NOTICE OF ORDER, DECREE OR JUDGMENT**

TO:     Plaintiff            Defendant            Garnishee

You are hereby notified that in the above case, the following Order, Decree or Judgment has been entered against you on the 29<sup>th</sup> day of August, 2005.

Assumpsit Judgment in the amount of \$17,893.07 plus costs in the amount of \$\_\_\_\_\_.

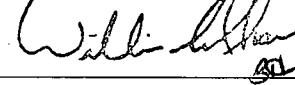
Trespass Judgment for Liability

Trespass Judgment in the amount of \$\_\_\_\_\_, plus costs in the amount of \$\_\_\_\_\_.

If a motor vehicle trespass judgment is not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, Pennsylvania.

Entry of Judgment of            Court Order    Non-Pros  
   Default            Default Liability  
   Verdict            Arbitration Award  
   Transcript of Magistrate Judgment  
   Other: \_\_\_\_\_

PROTHONOTARY



Deputy

Applicable brackets have been check

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

 COPY

Beckwith Machinery Company  
Plaintiff(s)

No.: 2001-00211-CD

Real Debt: \$17,893.07

Atty's Comm:

Vs.

Costs: \$

Int. From:

John P. Tkacik  
John P. Tkacik Contracting  
Defendant(s)

Entry: \$

Instrument: Default Judgment-Revival

Date of Writ of Revival: July 1, 2005

Date of Judgment: August 29, 2005

Expires: July 1, 2010

Certified from the record this 29th day of August, 2005.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100607  
NO: 01-211-CD  
SERVICE # 1 OF 2  
WRIT OF REVIVAL

PLAINTIFF: BECKWITH MACHINERY COMPANY  
vs.  
DEFENDANT: JOHN P. TKACIK i/and t/d/b/a JOHN P. TKACIK CONTRACTING

**SHERIFF RETURN**

---

NOW, July 15, 2005 AT 1:15 PM SERVED THE WITHIN WRIT OF REVIVAL ON JOHN P. TKACIK ind.  
DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY,  
PENNSYLVANIA, BY HANDING TO JOHN P. TKACIK, DEFENDANT A TRUE AND ATTESTED COPY OF THE  
ORIGINAL WRIT OF REVIVAL AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

FILED  
012-4864  
SEP 29 2005  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100607  
NO: 01-211-CD  
SERVICE # 2 OF 2  
WRIT OF REVIVAL

PLAINTIFF: BECKWITH MACHINERY COMPANY  
vs.  
DEFENDANT: JOHN P. TKACIK i/and t/d/b/a JOHN P. TKACIK CONTRACTING

**SHERIFF RETURN**

---

NOW, July 15, 2005 AT 1:15 PM SERVED THE WITHIN WRIT OF REVIVAL ON JOHN P. TKACIK t/d/b/a JOHN P. TKACIK CONTRACTING DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN P. TKACIK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF REVIVAL AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100607  
NO: 01-211-CD  
SERVICES 2  
WRIT OF REVIVAL

PLAINTIFF: BECKWITH MACHINERY COMPANY

vs.

DEFENDANT: JOHN P. TKACIK i/and t/d/b/a JOHN P. TKACIK CONTRACTING

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHILLIPS	2717	20.00
SHERIFF HAWKINS	PHILLIPS	2717	33.72

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

  
Chester A. Hawkins  
Sheriff

FILED *(R)*

S AUG 16 2010  
n 10:00 AM  
William A. Shaw  
Notary/Clerk of Courts  
No 4/1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BECKWITH MACHINERY COMPANY,

CIVIL DIVISION

Plaintiff,

No. 01-211-CD

vs.

TYPE OF PLEADING:

JOHN P. TKACIK, i/and t/d/b/a JOHN P.  
TKACIK CONTRACTING,

Defendant.

FILED ON BEHALF OF:

Plaintiff, Beckwith Machinery Company

COUNSEL OF RECORD FOR THIS  
PARTY:

Donald L. Phillips, Esquire  
PA I.D. #01339

Donald L. Phillips, P.C.  
Suite 800, Lawyers Building  
428 Forbes Avenue  
Pittsburgh, PA 15219  
(412) 281-1977  
Attorney's Firm I.D. #0327

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

BECKWITH MACHINERY COMPANY, )  
vs. )  
Plaintiff, )  
vs. )  
JOHN P. TKACIK, i/and t/d/b/a JOHN P. )  
TKACIK CONTRACTING, )  
Defendant. )  
No. 01-211-CD

## PRAECIPE TO SATISFY JUDGMENT

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please satisfy the judgment on behalf of the Plaintiff above named and against the Defendant, John P. Tkacik, individually and trading and doing business as John P. Tkacik Contracting.

DONALD L. PHILLIPS, P.C.

Donald L. Phillips, Esquire  
Attorney for Plaintiff

Donald L. Phillips, Esquire  
Attorney for Plaintiff