

01-1071-CD  
Catalano Case vs B&B Land Co.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CATALANO, CASE, CATALANO  
& FANNIN, C.P.A.'s, a partnership,  
Plaintiff  
vs.  
B & B LAND COMPANY, a partnership,  
and PENN GRAMPIAN COAL  
COMPANY,  
Defendants

\* \* \* \* \*

No. 01-**1071** -CD

\* \* \* \* \*

Type of Case: Confession of  
Judgment for Money

\* \* \* \* \*

Type of Pleading: Praecipe for Entry  
of Judgment by Confession

\* \* \* \* \*

Filed on behalf of: Plaintiff

\* \* \* \* \*

Counsel of record for this party:

\* \* \* \* \*

David S. Ammerman, Esquire  
310 East Cherry Street  
Clearfield, Pennsylvania 16830  
(814) 765-1701

\* \* \* \* \*

Supreme Court No.: 06801

\* \* \* \* \*

**FILED**

JUL 05 2001

William A. Shaw  
Prothonotary

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

CATALANO, CASE, CATALANO	*
& FANNIN, C.P.A.'s, a partnership,	*
Plaintiff	*
	*
vs.	*
	No. 01- -CD
	*
B & B LAND COMPANY, a partnership,	*
and PENN GRAMPIAN COAL	*
COMPANY,	*
Defendant	*

**PRAECIPE FOR ENTRY OF JUDGMENT BY CONFESSION**

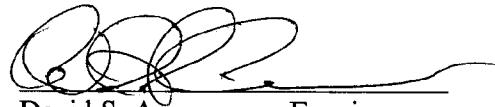
TO THE PROTHONOTARY:

Please enter judgment by confession on the attached note against B & B Land Company, a partnership and Penn Grampian Coal Company and in favor of David S. Ammerman, in the amount of Four Thousand Five Hundred Dollars (\$4,500.00).

I hereby certify that the precise residences of Plaintiff and Defendant are as follows:

Plaintiff - 9 North Front Street  
Clearfield, PA 16830

Defendant - P.O. Box 249  
Clearfield, PA 16830



David S. Ammerman, Esquire  
Attorney for Plaintiff

Date: July 3, 2001

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

CATALANO, CASE, CATALANO &	*
FANNIN, C.P.A.'s, a partnership,	*
Plaintiff	*
	*
vs.	*
	No. 01- -CD
	*
B & B LAND COMPANY, a partnership,	*
and PENN GRAMPIAN COAL	*
COMPANY,	*
Defendants	*

AFFIDAVIT

NOW, this 3rd day of July, 2001, the undersigned being duly sworn according to law, deposes and says that he is the attorney for the within Plaintiff and makes this Affidavit on behalf of said Plaintiff being authorized to do so; that judgment in the above captioned case is not being entered by confession against a natural person in connection with a consumer credit transaction.



\_\_\_\_\_  
David S. Ammerman, Esquire  
Attorney for Plaintiff

SWORN to and SUBSCRIBED  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

## PROMISSORY NOTE

AMOUNT: \$4,500.00

DATE: June 29, 2001

ONE DAY AFTER THIS DATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, DO PROMISE TO PAY TO THE ORDER OF **CATALANO, CASE, CATALANO & FANNIN, C.P.A.'s**, A PARTNERSHIP, OF 9 NORTH FRONT STREET, CLEARFIELD, PENNSYLVANIA 16830, WITHOUT OFFSET, FOR VALUE RECEIVED, THE SUM OF \$4,500.00 TOGETHER WITH INTEREST AT THE RATE OF TEN (10%) PERCENT PER ANNUM ON THE UNPAID BALANCE.

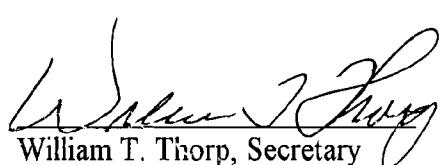
MAKERS IRREVOCABLY AUTHORIZE AND EMPOWER THE PROTHONOTARY, ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD, WITH OR WITHOUT DEFAULT, TO APPEAR FOR AND **CONFESS JUDGMENT** AGAINST MAKERS FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS NOTE, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500.00) ADDED FOR ATTORNEYS' COLLECTION FEES. TO THE EXTENT PERMITTED BY LAW, MAKERS RELEASE ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS NOTE, VERIFIED BY OR ON BEHALF OF THE HOLDER SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL NOTE AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND **CONFESS JUDGMENT** AGAINST MAKERS SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS THE HOLDER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS NOTE SHALL BE A SUFFICIENT WARRANT THEREFORE.

**WITH INTENT TO BE LEGALLY BOUND**, the undersigned do hereby execute the within instrument as of the day and year first above written.

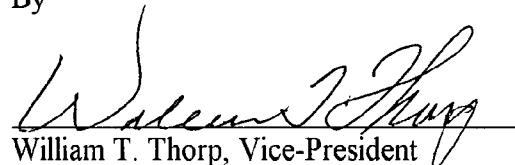
B & B LAND COMPANY, a partnership

  
William T. Thorp, Partner

ATTEST:

  
William T. Thorp, Secretary

PENN GRAMPIAN COAL COMPANY  
By

  
William T. Thorp, Vice-President

CHAMAN CO. & CHAMAN  
PENN CO. & S.  
Partnership

B & B COAL COMPANY  
Partnership and PENN  
CHAMPION COAL COMPANY

PRINCIPLE FOR ENTRY OF  
DOCUMENT BY CONTESTATION

CHAMAN CO. & CHAMAN  
PENN CO. & S.  
Partnership  
CHAMPION COAL COMPANY

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

Catalano, Case, Catalano & Fannin,  
C.P.A.'s, a partnership  
Plaintiff(s)

No.: 2001-01071-CD

Real Debt: \$4,500.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

B&B Land Company, a partnership, and  
Penn Grampian Coal Company  
Defendant(s)

Entry: \$20.00

Instrument: Confession Judgment

Date of Entry: July 5, 2001

Expires: July 5, 2006

Certified from the record this 5th of July, 2001

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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

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

COPY 7

CIVIL DIVISION

CATALANO, CASE, CATALANO  
& FANNIN, C.P.A.'s, a  
partnership,

Plaintiff

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

CATALANO, CASE, CATALANO \*  
& FANNIN, C.P.A.'s, a partnership,  
Plaintiff \*  
\*  
\* No. 2001-1071-CD  
\*  
\*  
\* vs.

B & B LAND COMPANY, a partnership,  
and PENN GRAMPIAN COAL  
COMPANY,  
Defendant \*

**FILED**

AUG 22 2001

William A. Shaw  
Prothonotary

**RELEASE FROM LIEN OF JUDGMENT**

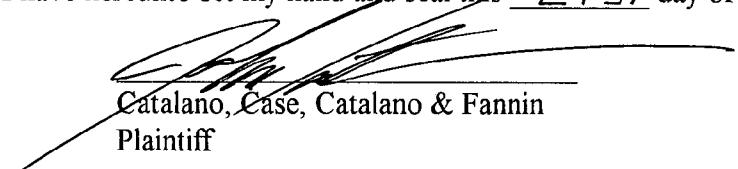
REAL DEBT: \$4,500.00  
ENTERED AND FILED: July 3, 2001

KNOW BY ALL MEN THESE PRESENTS, that CATALANO, CASE, CATALANO & FANNIN, the Plaintiff named in the above entitled judgment, for and in consideration of the sum of One Dollar, lawful money of the United States, to me paid by the Defendant, above named, the receipt whereof is hereby acknowledged, do hereby forever acquit, exonerate, discharge and release from the lien of the above entitled judgment, the following described property, to wit:

Being known as Lot No. 3 in the subdivision of B & B Land Company in Lawrence Township, Clearfield County, Pennsylvania, said Lot No. 3 consisting of 7.849 acres as will appear in the plan of said subdivision prepared by David J. Thorp, P.L.S. of Curry & Associates, Surveyors, dated December 19, 1998 designated as Map No. 123-J7-29 on the Clearfield County tax assessment records. Said lot being part of the lands conveyed by Leonard Swisher, et al dated April 19, 1991 and recorded in Deed Book 1395 at Page 537 to B & B Land Company.

And it is further agreed that the Plaintiff above named will not look to the said above mentioned and described premises or any part thereof, for payment of any part of the principal and interest of said above entitled judgment, now or hereafter to become due, or in any way disturb, molest, put to charge or damage, the present or any future owner or owners, occupier or occupiers of the said above mentioned and described premises, or any part or portion thereof, for or by reason of the said judgment, or any matter, cause or thing thence accruing or to arise: Provided, that nothing herein contained shall affect the said judgment or its legal validity, so far as respects all other lands and tenements of the said Defendant situate in the County aforesaid, which are not herein expressly exonerated therefrom.

*August* IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21<sup>st</sup> day of

  
Catalano, Case, Catalano & Fannin  
Plaintiff

FILED

AUG 22 2001

07/22/03/ 04  
William A. Shaw  
Prothonotary & n

*PAW*

7.00  
By ATTY  
*Ann*