

01-1144-CD  
SNYDER BROTHERS, INC. -vs- AZCO OIL COMPANY, INC. etal

**IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA**

SNYDER BROTHERS, INC., a Pennsylvania  
corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona  
corporation, and THOMAS R. MAY,  
individually,

Defendants,

: No. 2001-1144-20

:  
:  
:  
: Type of Case:  
: Civil Action - Law

:  
:  
:  
: Type of Pleading:

: **COMPLAINT IN CONFESSION**  
: **OF JUDGMENT**

:  
: Counsel of Record for  
: Plaintiff:

:  
: Supreme Court I.D. No. 25821

:  
: Al Lander, Esq.  
: Greco & Lander, P.C.  
: P. O. Box 667  
: Clarion, Pennsylvania 16214  
: (814) 226-6853  
: PA I.D. #:25821

**FILED**

**JUL 17 2001**

**William A. Shaw**  
Prothonotary

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA

: Civil Action - Law

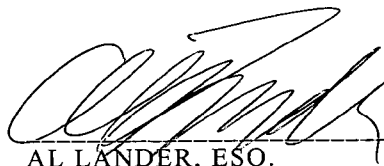
: No. 1144 C.D. 2001

### **NOTICE**

**YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE IS SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.**

**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 SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Laurel Legal Services  
211 ½ E. Locust Street  
Clearfield, PA 16830  
(814) 765-2836



AL LANDER, ESQ.

Attorney for Plaintiff

Law Offices of Greco & Lander, P.C.

P.O. Box 667

Clarion, PA 16214

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA

: Civil Action - Law

: No. 1144 C.D. 2001

### **COMPLAINT IN CONFESSION OF JUDGMENT**

Plaintiff files this Complaint pursuant to Pennsylvania Rule of Civil Procedure No. 2951(b) for judgment by confession and avers the following:

1. The Plaintiff, Snyder Brothers, Inc., is a Pennsylvania corporation, with offices at One Glade Park East, P.O. Box 1022, Kittanning, PA 16201.
2. The Defendant, Azco Oil Company, Inc., is an Arizona corporation, having an address of P.O. Box 50535, Phoenix, Arizona 85076.
3. The Defendant, Thomas R. May is an adult individual who resides at 10201 S. 51<sup>st</sup> Street, No. 110, Phoenix, Arizona 85044.
4. Attached hereto is a true and correct copy of a Promissory Note executed by the Defendants and dated January 8, 2001 (Exhibit A).
5. The attached Promissory Note has not been assigned.
6. Judgment has not been entered on the Promissory Note in any jurisdiction.
7. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
8. The Promissory Note demands the installment payment of principal and interest. The monthly installment payment on the Note executed by the Defendants is to be in the amount of \$6,828.00.
9. The installment payment for May, 2001 from Defendants was late. The payment was therefore in default and Defendants paid a \$500.00 late payment for the month of May, 2001.

10. The Defendants have failed to pay Plaintiff the installment payment for the month of June, 2001. Said payment is in default.

11. Said Promissory Note states that if default is made in the payment of any installment under said Note, and if such default is not made good together with a \$500.00 late payment on or before the 30<sup>th</sup> day of the month, the entire principal sum shall at once become due and payable. Such default was not made good on or before the 30<sup>th</sup> day of June, 2001, or at any time thereafter.

12. The Plaintiffs have demanded that the Defendants pay the balance on the Note. However, the Defendants have failed and refused to pay the Plaintiff.

13. Plaintiff is therefore entitled to judgment on the Note.

14. As a consequence of the foregoing, the Defendants are liable to the Plaintiffs as follows:

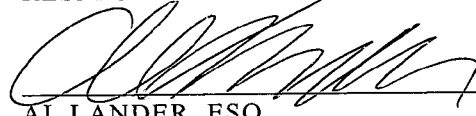
Promissory Note executed by Defendants:

Remaining entire principal sum as of 7-1-01	\$62,829.48
Attorney's fees (10%)	<u>\$ 6,283.00</u>
Total:	\$69,112.48

Together with interest from today's date at the legal rate.

WHEREFORE, Plaintiff demands judgment against the Defendants, Azco Oil Company, Inc. and Thomas R. May in the sum of \$69,112.48, together with costs, attorney's fees and interest at the legal rate.

RESPECTFULLY SUBMITTED:

 (SEAL)  
AL LANDER, ESQ.

Attorney for Plaintiff  
Law Offices of Greco & Lander, P.C.  
P. O. Box 667  
1390 E. Main Street, Suite 2  
Clarion, Pennsylvania 16214-0667  
(814) 226-6853

## PROMISSORY NOTE

For value received, AZCO Oil Company, Inc., with offices at P.O. Box 50535, Phoenix, Arizona 85076-0535, hereinafter referred to as "Payor", promises to pay to the order of Snyder Brothers, Inc., of P.O. Box 1022, Kittanning, PA 16201, hereinafter referred to as "Payee", the sum of Eighty-Eight Thousand Nine Hundred Sixty-Two Dollars and Eighty-Two Cents (\$88,962.82) ("Principal") with interest at nine percent (9%) ("Interest") per annum from the date hereof and calculated monthly on the unpaid balance of the Principal indebtedness on the first (1<sup>st</sup>) day of each month.

Payor agrees to make installment payments of Principal as follows:

- Beginning on the 25th day of January, 2001, payment in the amount of Six Thousand Eight Hundred Twenty-Eight Dollars (\$6,828.00) with a like payment to be made on the same day of each month thereafter for a total of twelve (12) payments (12 monthly payments of \$6,828.00 each will herein be referred to as "Installment Payments"); and
- Payment must be received by Payee on or before the 25<sup>th</sup> of each month by (i) wire transfer, (ii) bank check or (iii) certified check.
- If payment is late, Payor shall immediately wire Payee \$500.00 for late payment fee ("Late Payment Fee") together with the late Installment Payment which payments shall be made on or before the 30<sup>th</sup> day of the month in which the Installment Payment is late.
- If Payor makes each Installment Payment, this Note shall be considered paid in full and the balance of the Principal and Interest shall be waived by Payee.

Time shall be of the essence for the performance of the Payor's obligations under this Note. These payments are being made as compensation to Payee for natural gas purchased by Payor under the terms of a Gas Purchase Agreement dated August 31, 1999.

If default is made in the payment of any Installment Payment and/or Late Payment Fee under this Note, the entire principal sum of Principal and Interest (\$96,969.48 less the amount of the Installment Payments received by Payee to the date of the default) shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

In the event that the Payor shall become insolvent or shall suspend the transactions of its usual business, or a petition in bankruptcy shall be filed by or against it, or a receiver be appointed, or if any of the property or assets of the undersigned Payor shall be levied upon or attached by any legal process, or if the Payor shall have a change in management, a change in the distribution of ownership of more than one-third (1/3) of the outstanding shares of stock, or shall sell or contract to sell or agree to sell upon any terms more than forty (40%) percent of the assets of the business, this Note shall forthwith become due and payable without demand or notice.

In the event that Payor defaults in the payment of an Installment Payment or Late Payment Fee as provided herein, Payor hereby authorizes and empowers Payee to make demand upon Open Flow Gas Supply Corporation, American Refining and Exploration Company, and Ergon Oil Purchasing, Inc. to make payment to Payee for the balance due under this Note, monies owed to Payor.

It is hereby agreed to by the parties that the Payor, without demand by Payee, does hereby authorize and empower any attorney of any court of record of Pennsylvania or elsewhere at any time without default to appear for it and to confess judgment against it, in favor of the above

### EXHIBIT A

named Payee, its heirs, administrators, successors, executors, or assigns, for the sum then due with costs of suit, release of errors, without stay of execution, and together with a reasonable sum for attorney's fees of not more than ten (10%) percent of the amount then due and owing, and said Payor does hereby waive and release all benefits and relief from any and all appraisal, stay or exemption laws of any state now in force or hereinafter to be passed. However, if this Note is confessed prior to any default as described in the preceding paragraphs, the amounts owed shall continue to be due in accordance with the installment payments unless some future default results in the acceleration of the indebtedness.

The Payee shall have the right to transfer or pledge this Note, and any pledgee or transferee shall have all rights of the Payee hereunder as though such rights had been originally given to them.

IN WITNESS WHEREOF, the Payor does hereby affix its seal with the intent to be legally bound on the date set forth below.

ATTEST:

Diane Bennett  
Secretary

AZCO OIL COMPANY, INC.:

BY: [Signature] (SEAL)  
THOMAS R. MAY a/k/a TOM R. MAY  
President

(CORPORATE SEAL)

I, the undersigned, do hereby guarantee, and become surety for, the prompt and punctual payment of this indebtedness, whether by acceleration or otherwise, of the principal of, and interest on, all indebtedness and obligations set forth in this Note.

1/8/2001  
DATE

[Signature] (SEAL)  
THOMAS R. MAY a/k/a TOM R. MAY  
President

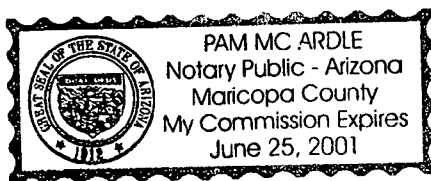
STATE OF ARIZONA

COUNTY OF Maricopa

:  
: SS:  
:

On this the 8 day of Jan, 2000, before me, the undersigned officer, personally appeared TOM R. MAY, who acknowledged himself to be President of AZCO OIL COMPANY, INC., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Pam McArdle (SEAL)  
NOTARY PUBLIC

SNYDER BROTHERS, INC., a Pennsylvania  
corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona  
corporation, and THOMAS R. MAY,  
individually,

Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA

: Civil Action - Law

: No. \_\_\_\_\_ C.D. 2001

### VERIFICATION

I, David E. Snyder, as President of Snyder Brothers, Inc., verify that the averments of facts made herein are true and correct to the best of my knowledge, information, and belief and are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

SNYDER BROTHERS, INC.:

Date: July 16<sup>th</sup>, 2001

BY: [Signature]  
DAVID E. SNYDER - President

Sworn to and subscribed before

me this 16<sup>th</sup> day of July

2001.

[Signature]  
NOTARY PUBLIC

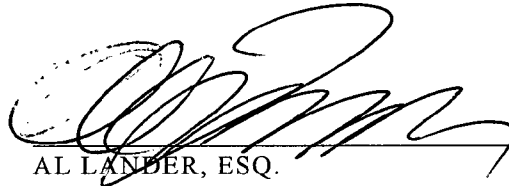




COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLARION :

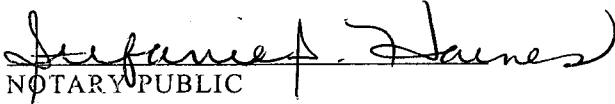
**AFFIDAVIT OF DEFAULT**

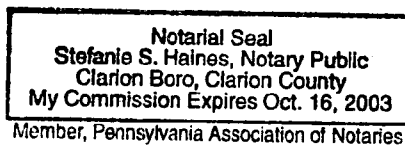
Al Lander, Esq., being duly sworn according to law, deposes and says that Snyder Brothers, Inc. is the holder of a Promissory Note attached to the Complaint in Confession of Judgment as Exhibit A. Affiant further discloses and says that the present balance due and owing on the said Promissory Note is \$69,112.48 and despite the repeated demands of Snyder Brothers, Inc. for payment of the said amount, the Defendants have refused or failed to pay the balance due and owing on the Promissory Note.

 (SEAL)  
AL LANDER, ESQ.

Sworn to and subscribed before

me this 16<sup>th</sup> day of July,  
2001.

  
NOTARY PUBLIC



SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA

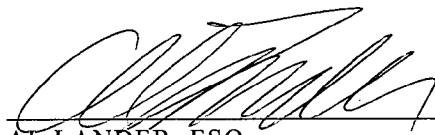
: Civil Action - Law

: No. \_\_\_\_\_ C.D. 2001

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise residence of the above named Plaintiff is as follows:

Snyder Brothers, Inc., of One Glade Park East, P.O. Box 1022, Kittanning, PA 16201; and that the addresses of (i) Defendant, Azco Oil Company, Inc., is P.O. Box 50535, Phoenix, Arizona 85076; and (ii) Defendant, Thomas R. May, is 10201 S. 51<sup>st</sup> Street, No. 110, Phoenix, Arizona 85044.

 (SEAL)  
AL LANDER, ESQ.

Attorney for Plaintiff  
Law Offices of Greco & Lander, P.C.  
P.O. Box 667  
1390 E. Main Street, Suite 2  
Clarion, Pennsylvania 16214-0667  
(814) 226-6853

*pd*  
**FILED** *pd* \$80.<sup>00</sup> - Greco - *lander*  
*8:29*  
*Ray* JUL 17 2001 ZCC - Sheriff

William A. Shaw  
Prothonotary

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA

:  
: Civil Action - Law  
: No. 2001-1144-CP C.D. 2001

**PRAECIPE FOR ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:


You are kindly directed to enter judgment in favor of the above named Plaintiff and against the above named Defendants, Azco Oil Company, Inc. and Thomas R. May, on the Complaint in Confession of Judgment in the above captioned action; and assess Plaintiff's damages as follows:

Unpaid Principal Sum	\$62,829.48
Attorney's Fee (10%)	<u>\$ 6,283.00</u>
Total:	\$69,112.48

Together with interest from today's date at the legal rate plus costs of this action.

RESPECTFULLY SUBMITTED:

DATED: 7-16-01

 (SEAL)  
AL LANDER, ESQ.  
Attorney for Plaintiff  
Law Offices of Greco & Lander, P.C.  
P. O. Box 667  
1390 E. Main Street, Suite 2  
Clarion, Pennsylvania 16214-0667  
(814) 226-6853

**FILED**

JUL 17 2001

William A. Shaw  
Prothonotary

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA

: Civil Action - Law

: No. \_\_\_\_\_ C.D. 2001

### CONFESSION OF JUDGMENT

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


#### Money Judgment.

Unpaid Principal Sum	\$62,829.48
Attorney's Fee (10%)	<u>\$ 6,283.00</u>
Total:	\$69,112.48

Together with interest from today's date at the legal rate plus costs of this action.

RESPECTFULLY SUBMITTED:

DATED: 7-16-01

 (SEAL)  
AL LANDER, ESQ.  
Attorney for Plaintiff  
Law Offices of Greco & Lander, P.C.  
P. O. Box 667  
1390 E. Main Street, Suite 2  
Clarion, Pennsylvania 16214-0667  
(814) 226-6853

FILED

JUL 17 2001

8:40 AM

William A. Shaw  
Prothonotary

NOTICE TO DEPT

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA

:  
: Civil Action - Law  
: 2001-1144-0  
: No. \_\_\_\_\_ C.D. 2001

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

**NOTICE OF DEFENDANTS' RIGHTS**


TO: THOMAS R. MAY, Defendant:

A judgment in the amount of \$ 69,112.48 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 SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Laurel Legal Services  
211 ½ E. Locust Street  
Clearfield, PA 16830  
(814) 765-2836

 (SEAL)  
AL LANDER, ESQ.  
Attorney for Plaintiff  
Law Offices of Greco & Lander, P.C.  
P. O. Box 667  
1390 E. Main Street, Suite 2  
Clarion, Pennsylvania 16214-0667  
(814) 226-6853

Snyder Brothers, Inc., a Pennsylvania  
corporation,

VERSUS

AZCO Oil Company, Inc., an Arizona  
corporation, and Thomas R. May, individually

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

No. 2001-1144-C0

from

No. \_\_\_\_\_

PRAECIPE FOR WRIT OF EXECUTION  
[Money Judgments]

To the Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of Clearfield County, Penna.,:

(2) against \_\_\_\_\_  
\_\_\_\_\_ Defendant(s);

(3) and against Open Flow Gas Supply Corporation Garnishee(s);

(4) and index this writ \_\_\_\_\_

(a) against \_\_\_\_\_  
\_\_\_\_\_ defendant(s) and

(b) against Open Flow Gas Supply Corporation  
\_\_\_\_\_ Garnishee(s),

as a lis pendens against the real property of the defendant (s) in the name of the Garnishee (s) as follows:  
(specifically described property)

(5) Amount due \$ 69,112.48

Interest from 7-17-01

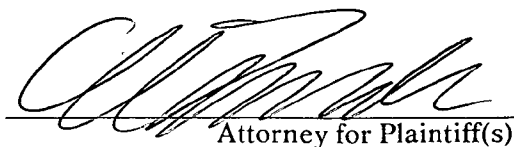
Costs \$ \_\_\_\_\_

Dated 7-16-01

FILED

JUL 17 2001

William A. Shaw  
Prothonotary

  
Attorney for Plaintiff(s)



No. \_\_\_\_\_  
from \_\_\_\_\_  
No. \_\_\_\_\_

IN THE  
COURT OF COMMON PLEAS  
OF \_\_\_\_\_ COUNTY,  
PENNSYLVANIA  
CIVIL ACTION — LAW

VS.

PRAECIPE FOR WRIT OF EXECUTION  
[Money Judgments]

Attorney for Plaintiff(s)

Address: \_\_\_\_\_

Where papers may be served.

FILED

JUL 17 2001  
10/8/01  
William A. Shaw  
Prothonotary PP  
20--  
6 write to  
SHAW

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

Snyder Brothers Inc.,

Vs.

NO.: 2001-01144-CD

Azco Oil Company, Inc.,  
Thomas R. May ,

Open Flow Gas Supply Corporation  
~~Open Flow Gas Supply Corporation~~

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due SNYDER BROTHERS INC., , Plaintiff(s) from AZCO OIL COMPANY, INC., THOMAS R. MAY , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Open Flow Gas Supply Corporation  
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: \$69,122.48  
INTEREST: \$ from 7-17-01  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 07/17/2001

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

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Al Lander, Esq.  
P. O. Box 667  
Clarion, PA 16214

\_\_\_\_\_  
Sheriff

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
OFFICE OF THE PROTHONOTARY**

**Snyder Brothers Inc. a Pennsylvania  
corporation.**

**Vs.**

**NO. 2001-01144-CD**

**Azco Oil Company, Inc. a Arizona  
corporation, Thomas R. May  
individually**

**CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT**

I, William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Snyder Brothers Inc. and against Azco Oil Company, Inc. Thomas R. May on July 17, 2001, in the amount of 69,122.48.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 17th day of July, A.D., 2001.

William A. Shaw  
Prothonotary

BY: 

Deputy

**FILED**

JUL 17 2001

**William A. Shaw  
Prothonotary**

Date: 07/17/2001

Clearfield County Court of Common Pleas

User: JKENDRICK

Time: 09:12 AM

ROA Report

Page 1 of 1

Case: 2001-01144-CD

Current Judge: No Judge

Snyder Brothers Inc. vs. Azco Oil Company, Inc., Thomas R. May

Judgment

Date		Judge
07/17/2001	Filing: Civil in Confession of Judgment, Paid by: Greco & Lander Receipt number: 1828494 Dated: 07/17/2001 Amount: \$80.00 (Check)	No Judge
	Praecipe for Entry of Judgment, filed by Atty. Judgment entered in favor of Plaintiff and against Defendants in the amount of 69,112.48 Notice to Defendants	No Judge
	Filing: Writ of Execution / Possession Paid by: Greco & Lander, P.C. Receipt number: 1828496 Dated: 07/17/2001 Amount: \$20.00 (Check) Six Writs to Sheriff	No Judge

FILED

17 2001  
0/9:20 am  
William A. Shaw  
Prothonotary

PAID  
15.-

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

Snyder Brothers Inc.  
Plaintiff(s)

No.: 2001-01144-CD

Real Debt: \$69,112.48

Atty's Comm:

Vs.

Costs: \$

Int. From:

Azco Oil Company, Inc.  
Thomas R. May  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: July 17, 2001

Expires: July 17, 2006

Certified from the record this July 17, 2001

\_\_\_\_\_  
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

CIVIL DIVISION

Snyder Brothers Inc.

Vs.

No. 2001-01144-CD

Azco Oil Company, Inc.  
Thomas R. May

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$69,112.48 on the July 17, 2001.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

Snyder Brothers Inc.,

Vs.

NO.: 2001-01144-CD

Azco Oil Company, Inc.,  
Thomas R. May ,

Open Flow Gas Supply Corporation

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due SNYDER BROTHERS INC., , Plaintiff(s) from AZCO OIL COMPANY, INC., THOMAS R. MAY , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Open Flow Gas Supply Corporation  
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: \$69,122.48  
INTEREST: From 7-17-01  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 07/17/2001

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



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 17th day  
of July A.D. 2001  
At 9:43 A.M./P.M.

Chester A. Harkins  
Sheriff by Margaret H. Pratt

Requesting Party: Al Lander, Esq.  
P. O. Box 667  
Clarion, PA 16214



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11233

SNYDER BROTHERS INC.

01-1144-CD

VS.

AZCO OIL COMPANY, INC

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

NOW, JULY 18, 2001, 9:59 AM O'CLOCK SERVED WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON KEVIN SHANNON, PRESIDENT OF OPEN FLOW GAS SUPPLY CORPORATION, GARNISHEE, AT HIS PLACE OF EMPLOYMENT, 90 BEAVER DRIVE, SUITE 102A, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO KEVIN SHANNON, PRESIDENT OF OPEN FLOW GAS SUPPLY CORPORATION, GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JULY 18, 2001, RETURN WRIT AS BEING SERVED, PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$42.70

SURCHARGE \$10.00

PAID BY ATTORNEY

FILED

JUL 18 2001  
01:34 PM  
William A. Shaw  
Prothonotary

Sworn to Before Me This

18th Day Of July 2001  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
by Margaret N. Pitt  
Chester A. Hawkins  
Sheriff

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA

: Civil Action - Law

: No. 1144 C.D. 2001

**INTERROGATORIES IN ATTACHMENT**

TO: Open Flow Gas Supply Corporation, Garnishee

**YOU ARE REQUIRED TO FILE ANSWERS TO THE FOLLOWING INTERROGATORIES  
WITHIN TWENTY (20) DAYS AFTER SERVICE UPON YOU. FAILURE TO DO SO MAY  
RESULT IN JUDGMENT AGAINST YOU:**

1. At the time you were served, or at any subsequent time, did you owe the Defendant any money or were you liable to them on any negotiable or other written instrument, or did they claim that you owed them any money or were liable to them for any reason? If your answer is in the affirmative, state the amount of the debt.

ANSWER:

Yes. Amount owed is \$3,082.67 for remainder of  
June, 2001 purchase

**FILED**

AUG 06 2001

William A. Shaw  
Prothonotary

2. At the time you were served, or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, please describe the property in your possession and control.

ANSWER:                    Open Flow is paid through 6/30/01. (except for \$3,082.67 See #1)  
  
                                  Hold Title at 7/1/01 and beyond.  
                                  i.e. received deliveries, allocating supply, anticipate  
                                  paying for same in accordance with std operating procedures.

3. At the time you were served, or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant or in which Defendant held or claimed any interest? If your answer is in the affirmative, describe the property or interest in detail.

ANSWER:                    See #2

4. At the time you were served, or at any subsequent time, did you hold as fiduciary any property in which the Defendant had an interest? If your answer is in the affirmative, describe the property or interest in detail.

ANSWER:                    No

5. At any time before or after you were served did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefor? If your answer is in the affirmative, describe the property or interest in detail.

ANSWER: No

6. At any time after you were served did you pay, transfer or deliver any money or property to this Defendant or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendant against you? If your answer is in the affirmative, describe the transfer in detail including the time, date and amount.

ANSWER: No

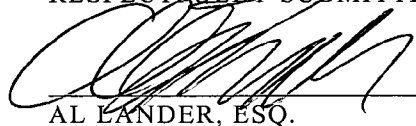
7. At any time you were served or at any subsequent time did there exist a gas purchase agreement, a gas sales agreement or gas transportation agreement between your company and the Defendant?

ANSWER: ONE Agreement in effect prior to receipt of herein interrogatory. See #8

8. List all of the contracts, documents, monies and other property identified or referred to in your answers to these Interrogatories.

ANSWER: Agreement dated September 24, 1996 and most recently amended effective April 1, 2001.

RESPECTFULLY SUBMITTED:

 (SEAL)

AL LANDER, ESQ.  
Attorney for Plaintiff  
Law Offices of Greco & Lander, P.C.  
P. O. Box 667  
Clarion, Pennsylvania 16214  
(814) 226-6853  
PASCT No.: 25821

## VERIFICATION

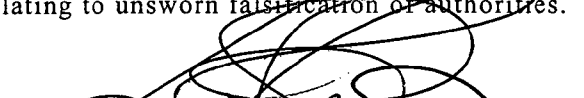
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

$$\begin{array}{c} : \\ : \\ : \text{ SS} : \\ : \end{array}$$

I, KEVIN L. SHANNON verify that the statements made in the foregoing Interrogatories In Attachment are true and correct to the best of my knowledge, information and belief. I understand that false statements herein contained are subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification of authorities.

relating to unsworn falsification of authorities.

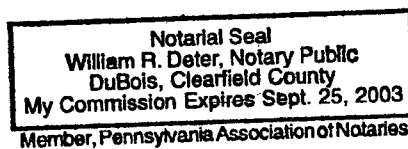


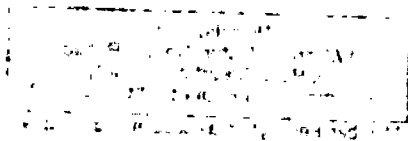
\_\_\_\_\_ (SEAL)

Commonwealth of Pennsylvania ) ss.  
County of Clearfield )

On this 3rd day of August, 2001, before me personally appeared KEVIN L. SHANNON, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public (seal)





**FILED**

*150*  
*5/20* AUG 6 58 2001

*No cc*

William A. Shaw  
Prothonotary

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY,  
: PENNSYLVANIA

:  
:  
: Civil Action - Law

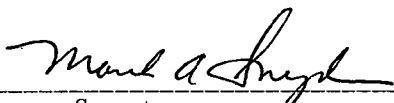
:  
: No. 2001-01144-C.D.  
:  
:  
:

**SATISFACTION OF JUDGMENT**

KNOW ALL MEN BY THESE PRESENTS, that the Judgment in the Office of the Prothonotary of the County and State set forth above has not been assigned, has been paid in full and satisfied, and I hereby authorize the Prothonotary of the said Court to enter satisfaction of the Judgment upon the record thereof.

WITNESS, my hand and seal this 3rd day of April, 2002.

ATTEST:

  
Secretary

(Corporate Seal)

SNYDER BROTHERS, INC.:

BY:   
DAVID E. SNYDER - President

**FILED**

**APR 08 2002**

COMMONWEALTH OF PENNSYLVANIA

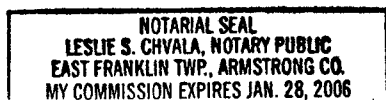
COUNTY OF Armstrong


:  
: SS.  
:

William A. Shaw  
Prothonotary

On this the 3rd day of April, 2002, before me, the undersigned officer, personally appeared DAVID E. SNYDER, who acknowledged himself to be President of SNYDER BROTHERS, INC., a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



 (SEAL)  
NOTARY PUBLIC



FILED  
APR 8 2002  
CLERK OF COURT

FILED  
n/c  
cc

APR 08 2002  
M 8:30 AM  
Atty pd. 7:00

Cert. of Set. to Atty

William A. Shaw  
Prothonotary

WAS

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

Snyder Brothers Inc.

No.: 2001-01144-CD

Vs.

Debt: \$69,112.48

Azco Oil Company, Inc.  
Thomas R. May

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Monday, April 08, 2002 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 8th day of April, A.D. 2002.

\_\_\_\_\_  
Prothonotary

FILED

APR 21 2003

0131501w  
William A. Shaw  
Prothonotary

APR 21

2001-1144-CRA

P. HEALTH

7002 2030 0000 6877 0671

U.S. Postal Service™	
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For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ 3.95
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 8.00

01-1144-CRA

Sent To  
Superior Court of PA-Brothnotary  
Street, Apt. No.,  
or PO Box No. 600 Grant Building  
City, State, ZIP+4  
Pittsburgh, PA 15219

PS Form 3800, June 2002 See Reverse for Instructions

