

02-559-CD
CLEARFIELD BANK & TRUST CO. -vs- BRYCE W. HATHAWAY et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,) No. 2002-559-CD
v.)
BRYCE W. HATHAWAY, THOMAS R.) CERTIFICATE OF SERVICE
DUVAL, and SALLY J. DUVAL,) UNDER RULE 2958.1
Defendants.)
Filed on Behalf of Plaintiff,
CLEARFIELD BANK & TRUST CO.
Counsel of Record for This Party:
Thomas E. Reiber, Esquire
PA I.D. No. 41825
TUCKER ARENSBERG, P.C.
Firm No. 287
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

FILED

MAY 22 2002 *Shaw*
m/11/021 no CC
William A. Shaw
Prothonotary

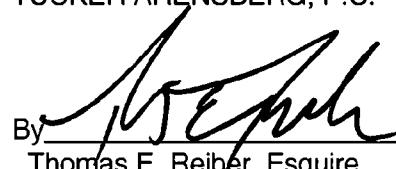
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,) No. 2002-559-CD
v.)
BRYCE W. HATHAWAY, THOMAS R.)
DUVAL, and SALLY J. DUVAL,)
Defendants.)

CERTIFICATE OF SERVICE UNDER RULE 2958.1

The undersigned hereby certifies that she did serve a Notice Under Rule 2958.1 of Judgment and Execution thereon, upon the Defendant, Bryce Hathaway, on April 24, 2002, by certified mail, at the following address: 7821 Locust Wood Road, Severn, MD 21144-2032. A true and correct copy of the Notice Under 2958.1 and the return receipt is attached hereto.

TUCKER ARENSBERG, P.C.

By 

Thomas E. Reiber, Esquire

1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Thomas E. Reiber 412-594-5563
treiber@tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,
Plaintiff,

CIVIL DIVISION
No. 2002-559-CD

vs.

BRYCE W. HATHAWAY, THOMAS R.
DUVAL, and SALLY J. DUVAL,
Defendants.

Notice Under Rule 2958.1

of Judgment and Execution Thereon

Notice of Defendant's Rights

To: Bryce Hathaway
7821 Locust Wood Road
Severn, MD 21144-2032

A judgment in the amount of \$100,000.00 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.

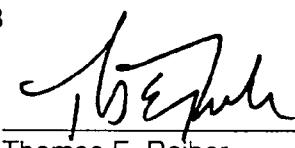
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

TUCKER ARENSBERG, P.C.



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:

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


Thomas E. Reiber
1500 One PPG Place
Pittsburgh, PA 15222
(412) 594-5563

BF172122.1

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:

Bryce Hathaway
7821 Locust Wood Rd
Severn, MD 21144-2032

2. Article Addressed to:

PS Fo

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Bryce Hathaway 5/5

C. Signature

X Bryce Hathaway DE 25 55 Addressee

D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: 13110

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2595-99-M-1785

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,) No. 2002-559-CD
v.)
BRYCE W. HATHAWAY, THOMAS R.) CERTIFICATE OF SERVICE
DUVAL, and SALLY J. DUVAL,) UNDER RULE 2958.1
Defendants.)
Filed on Behalf of Plaintiff,
Clearfield Bank & Trust Co.
Counsel of Record for This Party:
Thomas E. Reiber, Esquire
PA I.D. No. 41825
Brett A. Solomon, Esquire
PA I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm No. 287
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

FILED

APR 26 2002
M 110:43/n0cc
William A. Shaw *Si*
Prothonotary *RS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,) No. 2002-559-CD
v.)
BRYCE W. HATHAWAY, THOMAS R.)
DUVAL, and SALLY J. DUVAL,)
Defendants.)

CERTIFICATE OF SERVICE UNDER RULE 2958.1

The undersigned hereby certifies that she did serve a Notice Under Rule 2958.1 of Judgment and Execution thereon, upon the Defendants, Thomas R. Duval and Sally J. Duval on April 20, 2002, by certified mail, at the following address: RR 1, Box 54, Grampian, PA 16938.

A true and correct copy of the Notice Under 2958.1 and the return receipt is attached hereto.

TUCKER ARENSBERG, P.C.

By 

Thomas E. Reiber, Esquire

1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Thomas E. Reiber 412-594-5563
treiber@tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,
Plaintiff,

CIVIL DIVISION
No. 2002-559-CD

vs.

BRYCE W. HATHAWAY, THOMAS R.
DUVAL, and SALLY J. DUVAL,
Defendants.

Notice Under Rule 2958.1 of Judgment and Execution Thereon

Notice of Defendant's Rights

To: Thomas R. Duval
Sally J. Duval
RR1, Box 54
Grampian, PA 16838

A judgment in the amount of \$100,000.00 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.**

TUCKER ARENSBERG, P.C.

100
CELEBRATING A CENTURY OF SERVICE

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:

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

Thom Reiber
Thomas E. Reiber
1500 One PPG Place
Pittsburgh, PA 15222
(412) 594-5563

BF172125.1

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:

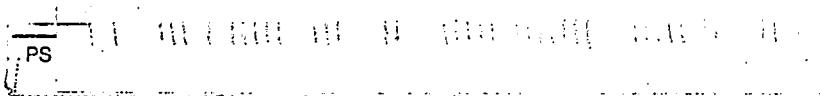
Thomas R. Durval
Sally J. Durval
RR 1 Box 54
Grampian, PA 16838

COMPLETE THIS SECTION ON DELIVERY**A. Received by (Please Print Clearly)***Bob Durval***B. Date of Delivery***4-20-02***C. Signature***X* Agent
 Addressee**D. Is delivery address different from item 1?** Yes
 No

If YES, enter delivery address below:

 No**3. Service Type**

<input type="checkbox"/> Certified Mail	<input checked="" 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.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA

CLEARFIELD BANK & TRUST CO.

CIVIL DIVISION

Plaintiff,

vs.

No. 2002-559-CD

BRYCE W. HATHAWAY, THOMAS R.
DUVAL, AND SALLY J. DUVAL,

**PARTIAL RELEASE OF
JUDGMENT LIEN**

Defendants,

FILED

JUN 28 2002

012261ath Bell pd
William A. Shaw, 7.00 E
Prothonotary KEP
norc

Filed on Behalf of Thomas R. Duval
and Sally J. Duval

PARTIAL RELEASE OF JUDGMENT LIEN

In consideration of the sum of One Thousand Four Hundred Twenty-nine and 07/100 (\$1,429.07) the following premises are hereby released from the lien of the judgment in this case: All those two (2) certain lots of ground known in the plot of the Village of Mahaffey as Lots Numbers 78 and 79 described as follows:

THE FIRST THEREOF:

ALL that certain lot of ground known on the plot of the Village of Mahaffey as Lot No. 78, described as follows:

BEGINNING at a post at the corner of Main and Maple Streets; thence by Maple Street North seven (7°) degrees West one hundred and fifty (150') feet to a post at the corner of Maple Street and Panther Alley; thence by said Panther Alley South eighty-three (83°) degrees West fifty (50') feet to a post; thence by line of said lot South seven (7°) degrees East one hundred and fifty (150') feet to Main Street; thence by Main Street North eighty-three (83°) degrees East fifty (50') feet to post and place of beginning.

THE SECOND THEREOF:

ALSO ALL that certain lot of ground known on the plot of the Village of Mahaffey as Lot No. 79, described as follows:

BEGINNING on Main Street on corner of Lot Number 78 formerly owned by Miles Wrigley; thence along said lot North seven (7°) degrees West one hundred and fifty (150') feet to post on Panther Alley; thence along said alley South eighty-three (83°) degrees West fifty (50') feet to a post on corner of lot number 80 South seven (7°) degrees East one hundred and fifty (150') feet to post on Main Street; thence along Main Street North eighty-three (83°) degrees East fifty (50') feet to place of beginning.

IN WITNESS WHEREOF, the said Corporation has executed this Partial Release of Judgment Lien this 27th day of June, 2002.

Clearfield Bank & Trust Co.

BY: William A. Shiner
William A. Shiner, Vice-President

ATTEST:

Sr.

Denice K. Wooster
ASST. Secretary

Corporate Seal

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD :

On this 27th day of June, 2002, before me, the undersigned officer, personally appeared William A. Shiner, who acknowledged himself to be Vice President of Clearfield Bank & Trust Co., and that as such officer is authorized to execute this Instrument, and further acknowledged that he has done so for the purposes therein contained.

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

Shelly K. Folmar

(Notary Public)

Notarial Seal
Shelly K. Folmar, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 21, 2005

Member, Pennsylvania Association of Notaries

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

CIVIL DIVISION

Plaintiff,

vs.

No. 2002-559-cd

**BRYCE W. HATHAWAY, THOMAS R. DUVAL,
and SALLY J. DUVAL,**

Defendants.

**COMPLAINT IN CONFESSION OF
JUDGMENT**

**Filed on Behalf of:
Clearfield Bank & Trust Co.**

Counsel for Plaintiff:

**Thomas E. Reiber, Esquire
Pa. I.D. #41825
Brett A. Solomon, Esquire
PA I.D. #83746**

**TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212**

FILED

APR 10 2002

m / 11:35 AM

William A. Shaw

Prothonotary

NOTICES TO DEBT

w / CLEAR COPIES

*PD
80-
BY
ATT*

ACT 105 OF 2000 NOTICE

A JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT.

PURSUANT TO 42 PA. C.S.A. §2737.1, IF YOU WERE INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT IN CONFESSION OF JUDGMENT, YOU MAY BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY TAKE ACTION TO STRIKE THE JUDGMENT BY FOLLOWING THE PROCEDURE IN RULE 2959 WHICH IS AS FOLLOWS:

Pennsylvania Rule of Civil Procedure 2959 – Striking Off Judgment.

- (a)(1) Relief From a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.
- (2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only
 - (i) in support of a further request for a stay of execution where the court has stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of *prima facie* evidence of a defense; and
 - (ii) as provided by Pennsylvania Rule of Civil Procedure 2958.3 or Rule 2973.3.
- (3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.
 - (b) If the petition states *prima facie* grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.
 - (c) A party waives all defenses and objections, which are not included in the petition or answer.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,)
vs.) No. 2002-559-cd
BRYCE W. HATHAWAY, THOMAS R. DUVAL)
and SALLY J. DUVAL,)
Defendants.)

NOTICE OF ENTRY OF JUDGMENT

TO: Thomas R. Duval
RR1, Box 54
Grampian, PA 16838

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on April 10, 2002.

The amount of the judgment is \$100,000.

A copy of the complaint is enclosed.



Prothonotary, Clearfield County

- (d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440.
- (e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which a jury trial would require the issues to be submitted to the jury the court shall open the judgment.
- (f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment is pending.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,)
vs.) No.
BRYCE W. HATHAWAY, THOMAS R. DUVAL)
and SALLY J. DUVAL,)
Defendants.)

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, Clearfield Bank & Trust Co., by and through its counsel, Tucker Arensberg, P.C., avers as follows:

1. The Plaintiff is Clearfield Bank & Trust Co., a corporation with offices located at 11 North Second Street, Clearfield, PA 16830.
2. The Defendant, Bryce W. Hathaway ("Hathaway"), is an adult individual with a last known address of 7821 Locust Wood Road, Severn, MD 21144-2032.
3. The Defendants, Thomas R. Duval and Sally J. Duval (jointly "Duval", who with Hathaway are hereinafter collectively referred to as the "Guarantors"), are adult individuals, believed to be husband and wife, with a last known address of RR1, Box 54, Grampian, PA 16838.

4. The Borrower, Robert Bryce Containers, Inc., is a Pennsylvania corporation with a last known address of P.O. Box 28, Woodland, PA 16881-0028.
5. The Guarantors executed and delivered to the Plaintiff a Guaranty Agreement with Power to Confess Judgment dated July 27, 1999 (jointly the "Guaranty"), whereby they absolutely and unconditionally guaranteed and became surety for, jointly and severally, the prompt and punctual payment of all indebtedness and obligations then existing, or thereafter created, including, but not limited to, a certain note (the "Note") between the Plaintiff and the Borrower dated December 1, 2000. True and correct copies of Guaranty and Note are attached hereto, incorporated herein, and labeled, respectively, as Exhibits "A" and "B".
6. The Borrower has defaulted under the Note, *inter alia*, by failing to make payments when due.
7. Pursuant to the terms of the Guaranty, Plaintiff may demand and exercise its right to collect all outstanding amounts due on the note from the Guarantors under the Guaranty.
8. Notwithstanding default, the Borrower and Guarantors have not repaid the Plaintiff and remain in default under the terms of the Note.

9. The Guaranty contains a warrant of attorney authorizing the confession of judgment in favor of the Plaintiff and against the Guarantors, as of any term.
10. Judgment has not been entered on the Guaranty in any jurisdiction.
11. Neither the Note, nor the Guaranty has been assigned.
12. **JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**
13. As of April 1, 2002, the amount due from the Borrower to the Plaintiff pursuant to the Note is \$202,906.88, plus accruing interest, computed as follows:

Principal Debt:	\$199,874.13
Interest Accrued through April 1, 2002:	3,022.75
(per diem \$31.48702)	
<u>Late Charges</u>	10.00
Total:	\$202,906.88

*Plus interest accruing at the contract rate and costs and expenses of suit.

14. Pursuant to the terms of the Guaranty the Guarantors have authorized, despite the outstanding amount due on the Note, confession of judgment in the amount of \$100,000.00.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against
Guarantors in the amount of One Hundred Thousand 00/100 Dollars (\$100,000).

Respectfully submitted,

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Pa. I.D. #41825
Brett A. Solomon, Esquire
Pa. I.D. 83746
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
Phone: (412) 566-1212
Facsimile: (412) 594-5619

Counsel for Clearfield Bank & Trust Co.

BF171058_1

EXHIBIT "A"

GUARANTY AND SURETYSHIP AGREEMENT

ORIGINAL TO CUST.
FOR SPOUSES SIGNATURE

WHEREAS, Robert Bryce Containers, Inc., (hereinafter called **Borrower**) desires to transact business with and to obtain credit or a continuation or renewal of credit from **Clearfield Bank & Trust Company** (hereinafter called **Bank**); and

WHEREAS, **Bank** is unwilling to extend or continue credit or any renewal thereof to **Borrower** without this **Guaranty**:

NOW, THEREFORE, in order to induce **Bank** to extend, continue, or renew credit to **Borrower**, and in consideration of the premises and the sum of \$1.00 and of other good and valuable consideration, the undersigned, as surety, subject to the limitation, if any, hereinafter set forth in Paragraph 1, hereby absolutely and unconditionally guarantees to **Bank** prompt payment when due and at all times thereafter of any and all existing and future indebtedness and liability of every kind, nature and character (including all renewals, extensions and modifications thereof) from **Borrower** to **Bank**, howsoever and whensover created or arising or evidenced or acquired.

1. The amount of the undersigned's liability hereunder shall be **\$ 100,000.00**. The undersigned agrees that the amount of **Borrower's liabilities** to **Bank** may from time to time exceed the undersigned's liability hereunder without in any way affecting or impairing the liability of the undersigned hereunder.
2. This **Guaranty** is made and shall continue as to any and all indebtedness and liability of **Borrower** to **Bank** incurred or arising without regard to collateral, or security, or guarantees, or other obligors, if any, or to the validity or effectiveness of any and all thereof; and any and all such collateral and security and guarantees and other obligors, if any, may from time to time without notice to, or consent of the undersigned, be sold, released, surrendered, exchanged, settled, compromised, waived, subordinated or modified, with or without consideration, on such terms or conditions as may be acceptable to **Bank**, without in any manner affecting or impairing the liability of the undersigned hereunder. The termination of this **Guaranty**, in the manner aforesaid, shall not relieve the undersigned from liability upon any indebtedness or liability of **Borrower** existing at the time of such termination.
3. The undersigned's liability hereunder is several and is independent of any other guarantees at any time in effect with respect to all or any part of the indebtedness or liability of **Borrower** to **Bank**, and may be enforced regardless of the existence of any such other guarantees. This is an agreement of suretyship as well as of guaranty, and without being required to proceed first against **Borrower** or any other person or entity, or against any collateral or other security for **Borrower's** obligations to **Lender**, **Lender** may proceed directly against the undersigned whenever **Borrower** fails to make any payment when due, or otherwise fails to perform any obligation now or hereafter owed to **Bank**.

4. The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and Borrower's obligations or liabilities to Bank, including, but not limited to: notice of acceptance hereof; notice of the creation, existence, amendment, modification, waiver, renewal, extension, or acquisition of any obligation or liability hereby guaranteed; notice of any adverse change in Borrower's financial condition of which Bank acquires knowledge or of any other fact affecting the undersigned's risk hereunder; and notice of default by Borrower or any other guarantor of Borrower's obligations or liabilities. The undersigned further waives presentment, demand, protest, and notice thereof, and any instrument representing indebtedness covered by this Guaranty, as well as any right to require Bank to sue or otherwise enforce payment thereof. In addition, the undersigned waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder and waives all defenses whatsoever to undersigned's liability hereunder other than payment.
5. If any of Borrower's obligations or liabilities to Bank are not duly performed, including the prompt payment when due of any amount payable thereunder, and if Bank is prevented from accelerating payment thereunder, (whether because of bankruptcy, insolvency, or reorganization or any other reason) all of Borrower's liabilities to Bank shall, at Bank's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.
6. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth in Paragraph 1 hereof, the undersigned also agrees to pay to Bank on demand all costs and expenses (including reasonable attorneys' fees and legal expenses) which may be incurred in the enforcement of the Borrower's liabilities to Bank or the liability of the undersigned hereunder.
7. The undersigned hereby authorizes and empowers any Prothonotary, Clerk or Attorney of any Court of Record to appear for and confess judgment against the undersigned in favor of Bank, its successors or assigns, for the sum set forth in Paragraph 1 hereof, with or without declaration filed, with interest and costs, release of error, without stay of execution and with reasonable attorney's fees; and the undersigned further authorizes the immediate issuing of an appropriate writ of execution upon which real or personal property may be sold without delay as provided by law or the rules of civil procedure governing the enforcement of judgments; and the undersigned also waives the right of inquisition on any real estate that may be levied upon to collect the amount due under a judgment obtained by virtue hereof, and undersigned does hereby voluntarily condemn the same and hereby waives and releases all relief from any and all appraisement, stay, exemption or homestead laws of any state, now in force, or hereafter passed, and any right to except to, strike off, open or appeal from the judgment so entered; and if a true copy of this instrument shall be filed in any such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court to the contrary notwithstanding.

No single exercise of the foregoing warrant and power to confess judgment shall be deemed to exhaust the power, but it shall continue undiminished and may be exercised from time to time as often as Bank shall elect, until all sums payable by the undersigned have been paid in full.

8. To secure all obligations of the undersigned hereunder, Bank shall have a lien upon and security interest in and may, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by such undersigned hereunder, appropriate and apply toward the payment of such amount, in the order of application as Bank may elect; any and all balances, credits, deposits, accounts or moneys of or in the name of undersigned now or hereafter with Bank, whether held in a general or special account for deposit or for safekeeping or otherwise, and any and all property of every kind or description of or in the name of such undersigned now or hereafter, for any reason or purpose whatsoever, in the possession or control of Bank.
9. The liability of the undersigned under this Guaranty shall be unconditional and irrevocable, irrespective of (a) the genuineness, validity or enforceability of any document executed and delivered to Bank by Borrower to evidence or secure any obligation or liability of Borrower to Bank, (b) any limitation of liability of Borrower contained in any such document, (c) the existence of any collateral or other security given to secure such obligations and liabilities, (d) impossibility or the illegality of performance on the part of Borrower of its obligations or liabilities to Bank, (e) the sale or transfer of all or any portion of the collateral or other security for such obligations or liabilities, (f) any defense that may arise by reason of the incapacity or lack of authority of Borrower, (g) the failure of Bank to file or enforce a claim against the estate of Borrower in any bankruptcy or other proceeding; or (h) any other circumstance, occurrence or condition, whether similar or dissimilar to any of the foregoing, which might otherwise constitute a legal or equitable defense, discharge or release of a guarantor or surety. If Borrower defaults, this Guaranty shall remain in full force and effect until all sums due Bank by Borrower have been indefeasibly paid in full to Lender and until all such sums received by Lender are not subject to rescission, or repayment upon the bankruptcy, insolvency, or reorganization of Borrower.
10. If the undersigned consists of more than one person, such persons shall be jointly and severally liable hereunder. This Guaranty shall inure to the benefit of Bank, its successors, assigns, endorsees and any person or entity, to whom or which Bank may grant any interest in Borrower's obligations or liabilities to Bank or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, heirs, successors, assigns, and other legal representatives. The undersigned intends this to be a sealed instrument and to be legally bound hereby.

WITNESS the due execution hereof this 27th day of July, 1999.

ATTEST OR WITNESS:

Bryce W. Hathaway (SEAL)
Bryce W. Hathaway

Lynn M. Hathaway (SEAL)

7821 Locust Wood Road
Severn, MD 21144-2032

ADDRESS

Thomas R. Duval (SEAL)
Thomas R. Duval

Sally J. Duval (SEAL)

RR 1, Box 54
Grampian, PA 16838

ADDRESS

EXHIBIT "B"

ROBERT BRYCE CONTAINERS INC

PO BOX 28

WOODLAND PA 16881-0028

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, joint and severally.CLEARFIELD BANK & TRUST COMPANY
1935 DAISY STREET
CLEARFIELD, PA 16830LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.Loan Number 636290
Date 12/01/00
Maturity Date 09/30/01
Loan Amount \$ 200,000.00
Renewal Of 636290For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of
Two hundred thousand & no/100 Dollars \$ 200,000.00 Single Advance: I will receive all of this principal sum on _____. No additional advances are contemplated under this note. Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ 00 and future principal advances are contemplated.Conditions: The conditions for future advances are
AT CUSTOMERS REQUEST Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on SEPTEMBER 30, 2001 Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from DECEMBER 01, 2000 at the rate of 10.5000 % per year until The Prime Rate Changes

 Variable Rate: This rate may then change as stated below. Index Rate: The future rate will be 1.000% Above the following index rate:
CLEARFIELD BANK AND TRUST COMPANY BASE RATE No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control. Frequency and Timing: The rate on this note may change as often as Daily

A change in the interest rate will take effect Daily

 Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

 The amount of each scheduled payment will change. The amount of the final payment will change.

ACCURAL METHOD: Interest will be calculated on a 365/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

 on the same fixed or variable rate basis in effect before maturity (as indicated above). at a rate equal to _____ LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of _____ RETURNED CHECK CHARGE: I agree to pay a fee of \$ _____ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored. ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:

 Interest: I agree to pay accrued interest On Demand, But If No Demand Is Made
Monthly Beginning - DECEMBER 30, 2000 Principal: I agree to pay the principal On Demand, But If No Demand Is Made
At Maturity - SEPTEMBER 30, 2001 Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____ A payment of \$ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____ WARRANT OF AUTHORITY TO CONFESS JUDGMENT. Upon default, in addition to all other remedies and rights available to you, by signing below Borrower irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

ADDITIONAL TERMS:

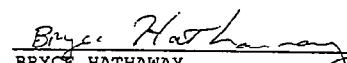
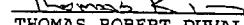
PURPOSE: The purpose of this loan is _____

 SECURITY: This note is separately secured by (describe separate document by type and date):

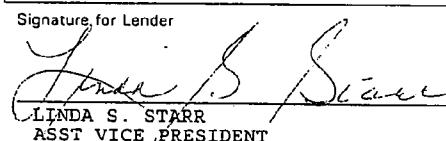
SECURITY AGREEMENT DATED 06/30/98

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.


BRYCE HATHAWAY
THOMAS ROBERT DUVAL

Signature for Lender


LINDA S. STARR
ASST VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

AFFIDAVIT

I, William A. Shiner, am Senior Vice President for Clearfield Bank & Trust Co., Plaintiff in the above captioned action and a person authorized to make this Affidavit on behalf of the Plaintiff, hereby certifies that the averments contained in the foregoing Complaint are true and correct to the best of my knowledge and information.

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

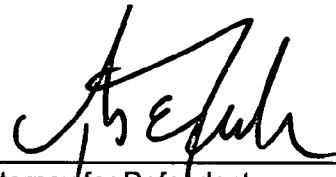
William A. Shiner
William A. Shiner
Senior Vice President
Clearfield Bank & Trust Co., Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,)
vs.) No.
BRYCE W. HATHAWAY, THOMAS R. DUVAL)
and SALLY J. DUVAL,)
Defendants.)

CONFESSON OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney contained in the
Guaranty and the Note copies of which are attached to the Complaint filed in this action as
Exhibits "A" and "B" respectively, I hereby appear for the Defendants and confess judgment in
favor of the Plaintiff and against the Defendants in the amount of \$100,000.



Attorney for Defendants
pro hac vice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,)
vs.) No.
BRYCE W. HATHAWAY, THOMAS R. DUVAL)
and SALLY J. DUVAL,)
Defendants.)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Plaintiff is:

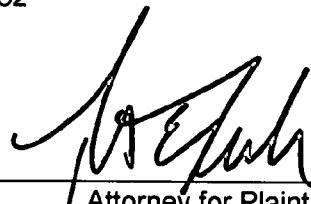
Clearfield Bank & Trust Co.
11 N. Second Street
Clearfield, Pa 16830

and the last known address of the Defendants, Thomas R. Duval and Sally J. Duval is:

RR1, Box 54
Grampian, PA 16838

and the last known address of the Defendant, Bryce W. Hathaway is:

7821 Locust Wood Road
Severn, MD 21144-2032



Bryce W. Hathaway
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

)

Plaintiff,

)

vs.

)

No. 2002-559-CB

BRYCE W. HATHAWAY, THOMAS R. DUVAL
and SALLY J. DUVAL,

)

Defendants.

)

NOTICE OF ENTRY OF JUDGMENT

TO: Bryce W. Hathaway
7821 Locust Wood Road
Severn, MD 21144-2032

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on April 10, 2002.

The amount of the judgment is \$100,000.

A copy of the complaint is enclosed.



Prothonotary, Clearfield County