

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

v.

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

Defendants.

No. 2002-559-CD

CERTIFICATE OF SERVICE
UNDER RULE 2958.1

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

m/11:02/nd CC

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

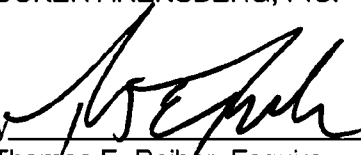
CLEARFIELD BANK & TRUST CO.,)	
)	
Plaintiff,)	No. 2002-559-CD
)	
v.)	
)	
BRYCE W. HATHAWAY, THOMAS R.)	
DUVAL, and SALLY J. DUVAL,)	
)	
Defendants.)	

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



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.

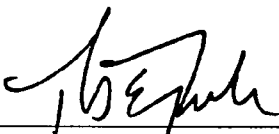
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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. Arti

PS Fo

COMPLETE THIS SECTION ON DELIVERY

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

Bryce Hathaway

C. Signature

X Bryce Hathaway

☐ AddresseeD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2595-99-M-1785

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

Plaintiff,

v.

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

Defendants.

No. 2002-559-CD

CERTIFICATE OF SERVICE
UNDER RULE 2958.1

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
m110:43/noc
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

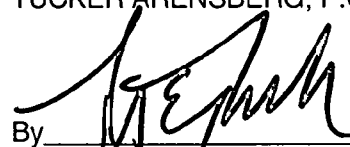
CLEARFIELD BANK & TRUST CO.,)	
)	
Plaintiff,)	No. 2002-559-CD
)	
v.)	
)	
BRYCE W. HATHAWAY, THOMAS R.)	
DUVAL, and SALLY J. DUVAL,)	
)	
Defendants.)	

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 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



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.

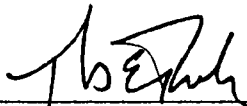
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

TUCKER ARENSBERG, P.C.



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

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:

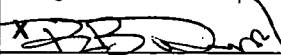
Thomas R. Duval
Sally J. Duval
PR 1 Box 54
Grampian, PA 16838

2.

PS

COMPLETE THIS SECTION ON DELIVERYA. Received by (Please Print Clearly) Bob DuvalB. Date of Delivery 4-20-02

C. Signature

☐ Agent
☐ AddresseeD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

102595-99-M-172

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

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

JUN 28 2002

01/22/01/alt Bell per
William A. Shaw \$ 7.00 GEP
Prothonotary nocc

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
Sr.

ATTEST:

ASST. Denise K. Waister
Secretary

Corporate Seal

COMMONWEALTH OF PENNSYLVANIA:

SS:

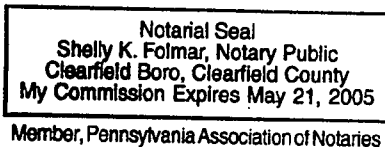
COUNTY OF CLEARFIELD :

On this 27th day of June, 2002, before me, the undersigned officer, personally appeared William A. Shiner, who acknowledged himself to be ^{Sr.} 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)



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/ly

William A. Shaw
Prothonotary

NOTICES TO DEPT
w/ CLEAR COPIES?

PD
80-
BY
ATTN

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.

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: (per diem \$31.48702)	3,022.75
<u>Late Charges</u>	<u>10.00</u>
Total:	\$202,906.88

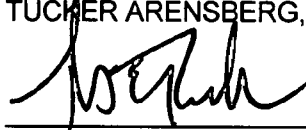
*Plus interest accruing at the contract rate and costs and expenses of suit.

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.

Date: April 5, 2002

EXHIBIT "A"

GUARANTY AND SURETYSHIP AGREEMENT

ORIGINAL TO CUST.
FOR SPOUSE 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 whensoever 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 guaranties, or other obligers, if any, or to the validity or effectiveness of any and all thereof; and any and all such collateral and security and guaranties and other obligers, 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 guaranties 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 guaranties. 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, thereon, 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 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 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)
Sally J. Duval

RR 1, Box 54
Grampian, PA 16838
ADDRESS

EXHIBIT "B"

ROBERT BRYCE CONTAINERS INC PO BOX 28 WOODLAND PA 16881-0028	CLEARFIELD BANK & TRUST COMPANY 1935 DAISY STREET CLEARFIELD, PA 16830	Loan Number <u>636290</u> Date <u>12/01/00</u> Maturity Date <u>09/30/01</u> Loan Amount \$ <u>200,000.00</u> Renewal Of <u>636290</u>
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, joint and severally.		LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.

For 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.)

Signature, for Lender

Linda S. Starr
LINDA S. STARR
ASST VICE PRESIDENT

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
BRYCE HATHAWAY

Thomas Robert Duval
THOMAS ROBERT DUVAL

DEFINITIONS: As used on page 1, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of Pennsylvania will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the earliest of the following:

- the date of the last scheduled payment indicated on page 1 of this note;
- the date you accelerate payment on the note; or
- after the entry of judgment on this note by confession or otherwise and applies to amounts owed under this note on any such judgment until paid in full.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

ADVANCE PROCEDURE AND MEANS: You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- any deposit account balance I have with you;
- any money owed to me on an item presented to you or in your possession for collection or exchange; and
- any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

- You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- You may refuse to make advances to me or allow purchases on credit by me.
- You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

- demand payment of amounts due (presentment);
- obtain official certification of nonpayment (protest); or
- give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION: I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
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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.

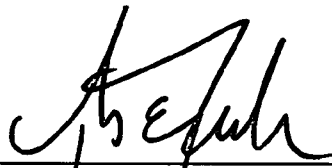
William A. Shiner
William A. Shiner
Senior Vice President
Clearfield Bank & Trust Co., Plaintiff

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.)	

CONFESSION 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



Attorney for Plaintiff

Prothonotary, Clearfield County