

02-619-CD
MOSHANNON VALLEY ECONOMIC -vs- ROBERT BRYCE CONTAINERS, INC.
DEVELOPMENT PARTNERSHIP, INC.

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

MOSHANNON VALLEY ECONOMIC *
DEVELOPMENT PARTNERSHIP, INC., *
Plaintiff *

vs. *

ROBERT BRYCE CONTAINERS, INC., *
Defendant *

No. 02-619-CS

COMPLAINT IN CONFESSION
OF JUDGMENT

Filed on behalf of:
Moshannon Valley Economic
Development Partnership, Inc., Plaintiff

George S. Test, Esquire
P. O. Box 706
Philipsburg, PA 16866
(814) 342-4640

PA I.D. #15915

FILED

APR 19 2002

William A. Shaw
Prothonotary

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

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

MOSHANNON VALLEY ECONOMIC *
DEVELOPMENT PARTNERSHIP, INC., *
Plaintiff *

No. _____

vs.

ROBERT BRYCE CONTAINERS, INC., *
Defendant *

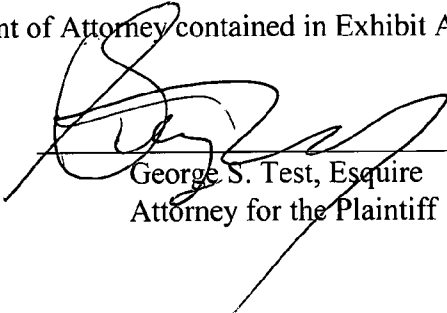
COMPLAINT

1. The Plaintiff is Moshannon Valley Economic Development Partnership, Inc., 200 Shady Lane, Philipsburg, Pennsylvania 16866. The Defendant is Robert Bryce Containers, Inc., whose address is R. R. 1, Box 328A, Woodland, Pennsylvania 16881.
2. Attached hereto as Exhibit A is a true and correct copy of a Installment Judgment Note executed September 16, 1999, for the Defendant, by and through the corporate officers.
3. This judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
4. The aforesaid instrument has not been assigned.
5. Judgment on the aforesaid instrument has not been entered in any other jurisdiction.
6. A default has occurred in that the payment due January 2002, has not been made as required by the Installment Judgment Note attached hereto as Exhibit A and Defendant has made no attempt to make satisfactory arrangements for payment.

7. The amount now due is as follows:

| | |
|----------------------|-------------|
| A. Principal Amount | \$48,297.20 |
| B. 5% Collection Fee | 2,414.86 |
| C. Record Costs | _____ |
| | \$50,712.06 |

8. Plaintiff demands judgment for the Plaintiff and against the Defendant in the amount of \$50,712.06 plus costs as authorized by the Warrant of Attorney contained in Exhibit A.



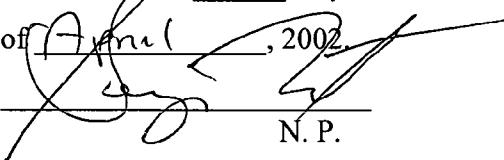
George S. Test, Esquire
Attorney for the Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTRE

AFFIDAVIT

On this, the 19th day of April, 2002, before me, a Notary Public, personally appeared, Stanley M. LaFuria, Executive Director of the Moshannon Valley Economic Development Partnership, Inc., the Plaintiff herein and acknowledged that he has read the foregoing Complaint in Confession of Judgment and that the statements made therein are true and correct to the best of his knowledge, information and belief.


Stanley M. LaFuria, Executive Director

SWORN to and subscribed
before me this 19th day
of April, 2002.

N. P.

Notarial Seal
George S. Test, Notary Public
Philipsburg Boro, Centre County
My Commission Expires Sept 19, 2004

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

INSTALLMENT JUDGMENT NOTE

\$76,000.00

Philipsburg, Pennsylvania

FOR VALUE RECEIVED, **ROBERT BRYCE CONTAINERS, INC.**, a Corporation, doing business at R.R. 1, Box 328A, Woodland, PA 16881, (the "Borrower") promises to pay to the order of **MOSHANNON VALLEY ECONOMIC DEVELOPMENT PARTNERSHIP, INC.**, a Pennsylvania non-profit corporation with its principal place of business at 200 Shady Lane, Philipsburg, PA 16866, (the "Lender"), or its assigns, the principal sum of Seventy-Six Thousand (\$76,000.00) Dollars lawful money of the United States of America, together with interest at a fixed rate of six (6%) percent per annum, payable in accordance with the terms hereof. This Note is issued by the Borrower pursuant to a Loan Agreement (the "Loan Agreement") of even date herewith between the Lender and the Borrower, the terms of which are expressly incorporated herein by reference. The principal sum evidenced by this Note shall be advanced by the Lender to the Borrower pursuant to the terms of the Loan Agreement

The principal of this Note and interest thereon shall be payable in sixty (60) consecutive equal monthly installments of principal and interest, each installment in the amount of \$1,469.29 payable beginning sixty (60) days from the date on which loan proceeds are initially accessed and ending upon full repayment of the loan sixty-two (62) months thereafter.

All payments shall be made in person or by mail at such places in Philipsburg, Pennsylvania, as the Lender shall reasonably request in writing from time to time.

The Borrower shall have the right to prepay this Note in whole or in part at any time without prepayment penalty provided, however, that no partial prepayment shall alter the amount and due dates of the subsequent monthly payments until the principal of this Note and interest thereon are paid in full.

This Note is subject to all representations, warranties and covenants of the Borrower set forth in the Loan Agreement and secured by all liens, mortgages and security interests described therein. Upon the occurrence of an "event of default", as said term is defined in the Loan Agreement, the Lender shall be entitled to exercise any and all remedies provided in the Loan Agreement or otherwise available in law or in equity.

The Borrower shall pay the Lender a late charge of five (5%) percent of any monthly installment of principal or interest not received by the Lender within ten (10) days after the installment is due.

In case of any default as that term is defined in the Loan Agreement of even date herewith, the entire unpaid principal balance and interest thereon shall, at the option of the Lender, become immediately due and payable without further notice being required.

THE BORROWER HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD IN PENNSYLVANIA, OR ELSEWHERE, TO CONFESS JUDGMENT OR JUDGMENTS AGAINST IT AND IN FAVOR OF THE HOLDER HEREOF TO THE FULL EXTENT OF ALL AMOUNTS DUE OR AS MAY BECOME DUE FROM THEM PURSUANT TO THE LOAN AGREEMENT OR HEREUNDER AND IN FAVOR OF THE LENDER, FOR THE FULL AMOUNT OF THE LOAN BEING SEVENTY-SIX THOUSAND DOLLARS (\$76,000.00) AND INTEREST THEREON, TOGETHER WITH THE COSTS OF SUIT AND WITH FIVE (5%) PERCENT ATTORNEY'S COMMISSION FOR COLLECTION, WITH OR WITHOUT DECLARATION, RELEASE OF ERRORS AND WITHOUT STAY OF EXECUTION; AND FOR VALUE RECEIVED DOES WAIVE THE RIGHT AND BENEFIT OF ANY PRESENT OR FUTURE LAW OF THIS OR ANY OTHER STATE EXEMPTING PROPERTY, REAL OR PERSONAL, FROM LEVY AND SALE ON EXECUTION; AND, IF LEVY BE MADE ON REAL ESTATE, DOES ALSO WAIVE THE RIGHT OF INQUISITION AND CONSENTS TO THE CONDEMNATION THEREOF WITH FULL LIBERTY TO SELL THE SAME ON WRIT OF EXECUTION, WITH RELEASE OF ERRORS THEREOF. THE WARRANT OF ATTORNEY HEREIN CONFESSED SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF BUT MAY BE EXERCISED AS MANY TIMES AS DEEMED APPROPRIATE BY THE LENDER.

IN WITNESS WHEREOF, this Note is executed and sealed by the Borrower as of this 16 day of September, 1999.

ATTEST:

ROBERT BRYCE CONTAINERS, INC.

Secretary

By Thomas R. Duval
Thomas R. Duval

By Bryce W. Hathaway
Bryce W. Hathaway

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

MOSHANNON VALLEY ECONOMIC *
DEVELOPMENT PARTNERSHIP, INC., *
Plaintiff *

No. _____

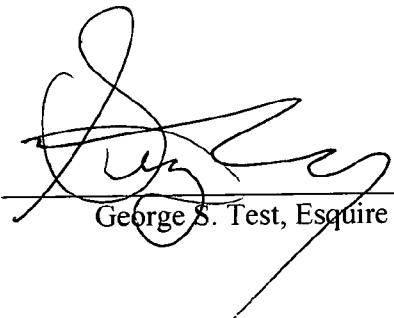
vs. *

ROBERT BRYCE CONTAINERS, INC., *
Defendant *

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 Defendant and confess judgment in favor of the Plaintiff and against Defendant as follows:

| | |
|----------------|-------------|
| Principal sum | \$48,297.20 |
| Attorneys fees | 2,414.86 |
| Costs | _____ |
| | \$50,712.06 |


George S. Test, Esquire

FILED

Aug 19 80.00

APR 19 2002

Notice to Def

William A. Shaw
Prothonotary

~~Return to Def~~
100 Def

COPY

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

MOSHANNON VALLEY ECONOMIC *
DEVELOPMENT PARTNERSHIP, INC., *
Plaintiff *

No. 02-619-C2

vs. *

ROBERT BRYCE CONTAINERS, INC., *
Defendant *

NOTICE OF ENTRY OF JUDGMENT

Notice is hereby given that a JUDGMENT in the above captioned matter has been entered against the Defendant, Robert Bryce Containers, Inc., in the amount of \$50,712.06.

Date: 4/19/02

Prothonotary

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA