

02-622-CD  
MOSHANNON VALLEY ECONOMIC -vs- LYNN MARIE HATHAWAY  
DEVELOPMENT PARTNERSHIP, INC.

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

MOSHANNON VALLEY ECONOMIC  
DEVELOPMENT PARTNERSHIP, INC.,  
Plaintiff

vs.

LYNN MARIE HATHAWAY,  
Defendant

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No. 02-622-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. \*

LYNN MARIE HATHAWAY, \*  
Defendant \*

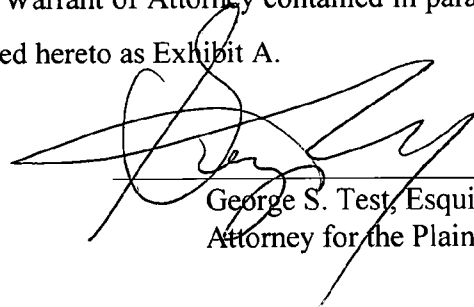
**COMPLAINT**

1. The Plaintiff is Moshannon Valley Economic Development Partnership, Inc., 200 Shady Lane, Philipsburg, Pennsylvania 16866. The Defendant is Lynn Marie Hathaway, whose address is 424 Elrino Street, Baltimore, Maryland 21224.
2. Attached hereto as Exhibit A is a true and correct copy of a Continuing Personal Guaranty executed September 1, 1999, by the Defendant.
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. The Defendant herein, personally, guaranteed a loan secured by a Promissory Note for Robert Bryce Containers, Inc., dated September 16, 1999, in the amount of \$76,000.00 payable to Plaintiff. The principal debtor, Robert Bryce Containers, Inc. defaulted by failing to make a payment due January 2002.

7. The amount now due is as follows:

A. Principal Amount	\$48,297.20
B. 5% Collection Fee	2,414.86
C. Record Costs	<u>                    </u>
	\$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 paragraph 10.(d) of the Continuing Personal Guaranty attached hereto as Exhibit A.

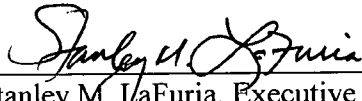


George S. Test, Esquire  
Attorney for the Plaintiff

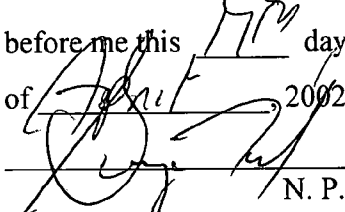
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTRE

**AFFIDAVIT**

On this, the 15<sup>th</sup> 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 15<sup>th</sup> 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

### CONTINUING PERSONAL GUARANTY

THIS CONTINUING GUARANTY is made and entered into the 1<sup>st</sup> day of September, 1999, by and between **BRYCE WARD HATHAWAY** and **LYNN MARIE HATHAWAY**, residing at 424 Elrino Street, Baltimore, Maryland 21224, (Collectively the "GUARANTORS") and the **MOSHANNON VALLEY ECONOMIC DEVELOPMENT PARTNERSHIP, INC.**, of 200 Shady Lane, Philipsburg, Pennsylvania 16866, a Pennsylvania Non-Profit Corporation (the "LENDER").

WHEREAS, Robert Bryce Containers, Inc., with a place of business at R.R. 1, Box 328A, Woodland, PA 16881 (the "Borrower") has entered into a Loan Agreement of even date herewith (the "Loan Agreement") for Seventy-Six Thousand (\$76,000.00) Dollars with Lender;

WHEREAS, the Lender, as a condition of the extension of credit to the Borrower, as set forth in the Loan Agreement, requires that the Guarantors be obligated unconditionally for the payment and satisfaction of all such credit as now or hereafter extended to or at the request of the Borrower pursuant to the Loan Agreement;

WHEREAS, to induce the Lender to enter into the Loan Agreement, the Guarantors are willing to jointly and severally guarantee the obligations of the Borrower under the Loan Agreement and the Note of even date herewith (the "Note") between the Lender and Borrower;

WHEREAS, said Loan to the Borrower is of benefit to the Guarantors; and

WHEREAS, terms defined in the Loan Agreement and not otherwise defined herein are used herein as therein defined.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the Guarantors agree to the following:

1. The Guarantors represent and warrant that:

- (a) This Guaranty constitutes the valid and binding obligations of the Guarantors.
- (b) The Guarantors are fully cognizant of the financial condition of the Borrower, have access to such information so as to be able to remain informed of such financial condition and will not rely on the Lender to provide any such information.

2. The Guarantors hereby unconditionally guarantee and become surety to the Lender and its successors and assigns for the full and punctual payment when due (whether at stated maturity, upon acceleration or otherwise) of the principal of and interest on the Note and all other

amounts payable by the Borrower under the Note including, all costs, expenses and reasonable attorney's fees at any time paid or incurred by the Lender, in making, maintaining, or administering the credit as extended pursuant to the Loan Agreement, in endeavoring to collect any of such obligations and in enforcing any guarantees thereof. Upon failure by the Borrower to pay punctually any such amounts, the Guarantors shall forthwith on demand pay the amount not so paid at the place and in the manner specified in the Loan Agreement or the Note without previous suit, judgment, or execution against the Borrower.

3. In the event that the indebtedness of the Borrower to the Lender referred to in Paragraph 2 hereof shall be guaranteed by other Guarantors, the Guarantors acknowledge and agree that the obligations created by this Guaranty shall remain joint and several.

4. The obligations of the Guarantors under this Guaranty shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, compromise, waiver, or release in respect of any obligation of either the Borrower or any other Guarantor under the Loan Agreement, the Note, or any guaranty agreement;

(b) any modification or amendment of or supplement to the Loan Agreement, the Note, or any document or instrument executed and delivered pursuant thereto;

(c) any release, non-perfection or invalidity of any direct or indirect security for any obligation of the Borrower under the Loan Agreement or the Note;

(d) any change in the existence or structure of the Borrower, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or its assets filed by or against the Borrower under applicable state or federal law;

(e) the existence of any claim, set-off or other rights that the Guarantors may have at any time against the Borrower, the Lender, or any other person, whether in connection herewith or any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(f) any invalidity or unenforceability for any reason of the Loan Agreement, the Note, or any document or instrument executed and delivered pursuant to the Loan Agreement, or any provision of applicable law or regulation purporting to prohibit the payment by the Borrower of the principal of or interest on the Note or any other amount payable by the Borrower under the Loan Agreement; or

(g) any other act or omission to act or delay of any kind by the Borrower, Lender or any other person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the obligations of the Borrower hereunder.

5. This is a continuing guaranty by the Guarantors and may not be withdrawn or revoked under any circumstances. The obligations of the Guarantors hereunder shall remain in full force and effect until the principal of and interest on the Note and all other amounts payable by the Borrower under the Loan Agreement shall have been paid in full. If at any time any payment of the principal of or interest on the Note or any amount payable by the Borrower under the Loan Agreement is rescinded or must be otherwise restored upon the insolvency, bankruptcy, or reorganization of the Borrower or otherwise, the obligations of the Guarantors hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

6. The Guarantors irrevocably waive acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any corporation or person against the Borrower, any other Guarantors or any other corporation or person.

7. Upon making any payment with respect to the Borrower hereunder, the Guarantors shall be subrogated to the rights of the payee against the Borrower with respect to such payment; provided that the Guarantors shall not enforce any payment by way of subrogation until all amounts of principal of and interest on the Note and all other amounts payable by the Borrower under the Loan Agreement shall have been paid.

8. If acceleration of the time for payment of any amount payable by the Borrower under the Loan Agreement or the Note is stayed upon the insolvency, bankruptcy, or reorganization of the Borrower, all such amounts otherwise subject to acceleration under the terms of the Loan Agreement shall nonetheless be payable by the Guarantors hereunder forthwith on demand by the Lender pursuant to the terms of the Loan Agreement.

9. The Guarantors hereby assent that the Lender may at any time and from time to time, either before or after the maturity thereof, without further notice to or further consent of the Guarantors, extend the time of, exchange or surrender any collateral for, or renew any of the obligations in the Loan Agreement or the Note, and may also make any agreement with the Borrower or with any other party or person liable on any of such obligations, or interested therein, for the extension, renewal, payment, compromise discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Lender and the Borrower or any such other party or person, without in any way impairing or affecting this Guaranty. This Guaranty shall in no way be impaired or affected by an acceptance by the Lender of any security for the Note and obligations set forth in the Loan Agreement or the Note, or by any disposition of, or failure, neglect, or omission on the part of the Lender to realize upon, any of such obligations or upon any collateral or security, including failure to perfect any security interest in any collateral or security or any other impairment of collateral of whatever kind, for any or all of the obligations, or by any application of payments or credits thereon. The Lender shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Note and other obligations set forth in the Loan Agreement or the Note, or any part of them. In order to hold the Guarantors liable hereunder, there shall be no necessity or duty on the part of the Lender to resort at any time for payment to the Borrower, or to any other person or corporation, or to all or any of such obligations, or to any collateral, or security or property whatsoever.

10. (a) No failure or delay by the Lender or its successors or assigns in exercising any right, power or privilege hereunder or under the Loan Agreement or the Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(b) The provisions of this Guaranty shall be binding upon the respective heirs, successors and assigns of the Guarantors.

(c) This Guaranty shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

(d) THE GUARANTORS HEREBY AUTHORIZE AND EMPOWER ANY PROTHONOTARY, OR ANY ATTORNEY OF ANY COURT OF RECORD IN PENNSYLVANIA OR ELSEWHERE, TO CONFESS JUDGMENT OR JUDGMENTS AGAINST THEM 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, THE NOTE, OR HEREUNDER AND IN FAVOR OF LENDER, FOR THE FULL AMOUNT OF THE LOAN BEING SEVENTY-SIX THOUSAND (\$76,000.00) DOLLARS AND INTEREST THEREON, TOGETHER WITH COSTS OF SUIT AND WITH TEN (10%) PERCENT ATTORNEY'S COMMISSION FOR COLLECTION, WITH OR WITHOUT DECLARATION, RELEASE OF ERRORS AND WITHOUT STAY OF EXECUTION; AND FOR VALUE RECEIVED DO 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, DO ALSO WAIVE THE RIGHT OF INQUISITION AND CONSENT TO THE CONDEMNATION THEREOF WITH FULL LIBERTY TO SELL THE SAME ON WRIT OF EXECUTION, WITH RELEASE OF ERRORS THEREON. THE WARRANT OF ATTORNEY HEREIN CONFERRED 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 Guaranty is executed and sealed by Bryce Ward Hathaway and Lynn Marie Hathaway as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
*Bryce Ward Hathaway* (SEAL)  
Bryce Ward Hathaway

\_\_\_\_\_  
*Lynn Marie Hathaway* (SEAL)  
Lynn Marie Hathaway

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

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

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

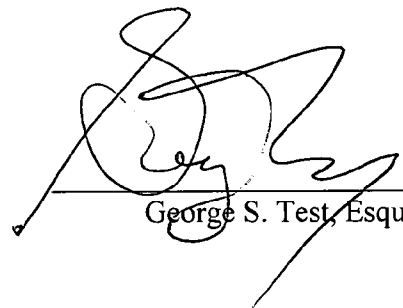
vs. \*

LYNN MARIE HATHAWAY, \*  
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

Att. pd. 80.00

13:14 ~~84~~ rec'd  
APR 19 2002 Notice to def

William A. Shaw  
Prothonotary

COPY

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

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

No. 02-622-CD

vs. \*

LYNN MARIE HATHAWAY, \*  
Defendant \*

**NOTICE OF ENTRY OF JUDGMENT**

Notice is hereby given that a JUDGMENT in the above captioned matter has been entered against the Defendant, Lynn Marie Hathaway, in the amount of \$50,712.06.

Date: 4/19/02

\_\_\_\_\_  
Prothonotary