

02-743-CD
NBOC BANK -vs- MICHAEL C. STIERS et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK, a division of
FIRST COMMONWEALTH BANK,
Plaintiff,

vs.

MICHAEL C. STYERS, and
SHEILA S. STYERS,
Defendants.

CIVIL DIVISION

No. 02-743-CJ

**COMPLAINT IN CONFESSION OF
JUDGMENT**

Filed on Behalf of:
NBOC Bank, a division of First
Commonwealth Bank, Plaintiff

Counsel for Plaintiff:

Christopher J. Richardson, Esquire
Pa. I.D. #44841
Brett A. Solomon, Esquire
Pa. I.D. #83746

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

BF170848.1:11555-105267

FILED

MAY 09 2002

William A. Shaw
Prothonotary

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.

(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

NBOC BANK, a division of)
FIRST COMMONWEALTH BANK,)
Plaintiff,)
vs.) No. 02-743-CD
MICHAEL C. STYERS, and)
SHEILA S. STYERS,)
Defendants.)

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, **NBOC Bank, a division of First Commonwealth Bank**, by and through its counsel, Tucker Arensberg, P.C., avers as follows:

1. The Plaintiff is NBOC Bank, a division of First Commonwealth Bank with its central office located at 601 Philadelphia Street, P.O. Box 400, Indiana, PA 15701 .
2. Defendants, Michael C. Styers and Sheila S. Styers, are adult individuals with a last known address 1109 Daisy Street, Clearfield, PA 16830.
3. The Borrower, Michael Styers Trucking, Inc. (the "**Borrower**"), is a corporation with a last known address of P.O. Box 144, Frenchville, PA 16836..
4. The Borrower executed and delivered to the Bank that certain Promissory Note dated September 29, 2000, in the original face amount of \$175,000.00 (the "Note"). A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.
5. The Defendants executed and delivered to the Plaintiff Commercial Guaranties (the "**Guaranties**") dated September 29, 2000, whereby they absolutely and unconditionally guaranteed and promised to pay, jointly and severally, the Indebtedness (as defined therein) of the Borrower to the Bank. True and correct copies of the Guaranties are attached hereto as Exhibit "B" and incorporated herein.

6. The Borrower has defaulted under the Note for, *inter alia*, failing to make payments when due.

7. The Defendants have defaulted under the Guaranties by, *inter alia*, failing to make payments when due upon Borrower's default under the Note.

8. By letters dated March 28, 2002, (the "**Guarantor Demand Letters**"), the Plaintiff informed the Defendants, *inter alia*, that demand was being made for payment of the Borrower's indebtedness pursuant to the Guaranty. True and correct copy of the Guarantor Demand Letters are attached hereto, incorporated herein and labeled as Exhibit "C".

9. Notwithstanding default and demand, the Defendants have not repaid the Plaintiff and remain in default under the terms of the Guaranties.

10. The Guaranties contains a warrant of attorney authorizing the confession of judgment in favor of the Plaintiff and against the Defendants, after a default under the Guaranties for the entire principal balance of the Guaranties and all accrued interest, together with costs of suit and an attorney's commission of 10% of the unpaid principal balance and accrued interest, for collection.

11. Judgment has not been entered on the Guaranties in any jurisdiction.

12. The Guaranties have not been assigned, released or transferred.

13. JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.

14. As of March 28, 2002, the amount due from the Defendants to the Plaintiff pursuant to the Guaranties, and for which judgment is authorized, is \$191,277.36, plus costs of suit and accruing interest, computed as follows:

Principal Debt (Line of Credit Note):	\$164,762.42
Interest Accrued through March 28, 2002:	8,650.57

(per diem \$48.05571)
Late Charges 475.52
Attorney's Commission of 10%: 17,388.85
Total: \$191,277.36

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

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendants, Michael C. Styers and Sheila s. Styers, jointly and severally, in the amount of One Hundred Ninety One Thousand Two Hundred Seventy Seven and 36/100 Dollars (\$191,277.36), plus interest thereon at the contract rate after March 28, 2002, plus costs and expenses of suit and such other relief as this Court deems appropriate.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

Date: March 1, 2002


Christopher J. Richardson, Esquire
Pa. I.D. #44841
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 NBOC Bank, a division of First Commonwealth Bank

BF170848.1

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$175,000.00	09-29-2000	10-01-2010	67341			1051233	PJO	(P)

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: Michael Styers Trucking, Inc. (TIN: 28-1788672)
PO Box 144
Frenchville, PA 15838

Lender: NBCOC BANK, a division of First Commonwealth Bank
Central Offices
601 Philadelphia Street
PO Box 400
Indiana, PA 15701
(724) 349-3400

Principal Amount: \$175,000.00

Interest Rate: 10.500% **Date of Note:** 9/29/00

PROMISE TO PAY. Michael Styers Trucking, Inc. ("Borrower") promises to pay to NBCOC BANK, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Seventy Five Thousand & 00/100 Dollars (\$175,000.00), together with interest at the rate of 10.500% per annum on the unpaid principal balance from September 29, 2000, until paid in full.

PAYMENT. Borrower will pay this loan in 120 payments of \$2,377.51 each payment. Borrower's first payment is due November 1, 2000, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 1, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: NBCOC BANK, a division of First Commonwealth Bank; Central Offices; 601 Philadelphia Street; PO Box 400; Indiana, PA 15701.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guarantee of the indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guarantee in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

EXPENSES. If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is instituted, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

RIGHT OF SETOFF. Borrower grants to Lender a contractual security interest in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by a Security Interest in all account, contract rights, equipment, inventory, and general intangibles; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general assignment of life insurance in the amount of \$250,000.00 on the life of Michael C. Styers).

LIMITATION OF ACTION. If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a

Ex" A"

PROMISSORY NOTE
(Continued)

Page 2

cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

LATE CHARGE. A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

MICHAEL STYERS TRUCKING, INC.

By: *Michael C. Styers, President* (Seal)
Michael C. Styers, President of Michael Styers
Trucking, Inc.

By: *Shelia S. Styers* (Seal)
Shelia S. Styers, Secretary of Michael Styers
Trucking, Inc.

DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$175,000.00	09-29-2000	10-01-2010	67341				PJO	<i>[Signature]</i>

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing *** has been omitted due to text length limitations.

Borrower: Michael Styers Trucking, Inc. (TIN: 25-1788872)
PO Box 144
Frenchville, PA 16836

Lender: NBCOC BANK, a division of First Commonwealth Bank
Central Offices
601 Philadelphia Street
PO Box 400
Indiana, PA 15701
(724) 349-3400

Affiant: Sheila S. Styers (SSN: 454-74-8808)
1109 Daisy Street
Clearfield, PA 16830

DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 29th DAY OF September, 2000, A GUARANTY OF A PROMISSORY NOTE FOR \$175,000.00 OBLIGATING ME TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF NBCOC BANK, A DIVISION OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE GUARANTY CONTAINS WORDING THAT WOULD PERMIT NBCOC BANK, A DIVISION OF FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE GUARANTY, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE GUARANTY I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: [Signature]

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE GUARANTY ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE GUARANTY, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING LENDER ANY ADVANCE NOTICE.

INITIALS: [Signature]

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE GUARANTY.
2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE GUARANTY TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

Sheila S. Styers (Seal)
Sheila S. Styers, Individually

DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$175,000.00	09-29-2000	10-01-2010	5734				FJD	<i>L</i>

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Any item above containing "****" has been omitted due to text length limitations.

Borrower: Michael Styers Trucking, Inc. (TN: 25-1788672)
PO Box 144
Frenchville, PA 16836

Lender: **NBOC BANK, a division of First Commonwealth Bank**
Central Office
601 Philadelphia Street
PO Box 400
Indiana, PA 15701
(724) 349-3400

Affiant: Michael C. Styers (SSN: 171-48-9238)
1108 Dalay Street
Clearfield, PA 16830

DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 29th DAY OF September, 2010 A GUARANTY OF A PROMISSORY NOTE FOR \$175,000.00
OBLIGATING ME TO REPAY THAT AMOUNT.

A. A REPRESENTATIVE OF NBC BANK, A DIVISION OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE GUARANTY CONTAINS WORDING THAT WOULD PERMIT NBC BANK, A DIVISION OF FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS. IN EXECUTING THE GUARANTY, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE GUARANTY I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: MEJ

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE GUARANTY ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE GUARANTY, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING LENDER ANY ADVANCE NOTICE.

INITIALS: W

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

- 1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE GUARANTY.**
- 2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE GUARANTY TO MY ATTENTION.**

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS PIB

Michael C. Shaepe (Signature) (Seal)

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing **** has been omitted due to text length limitations.								

Borrower: Michael Styers Trucking, Inc. (TIN: 25-1788672)
 PO Box 144
 Frenchville, PA 16836

Lender: NBBC BANK, a division of First Commonwealth Bank
 Central Offices
 601 Philadelphia Street
 PO Box 400
 Indiana, PA 15701
 (724) 349-3400

Guarantor: Sheila S. Styers (SSN: 454-74-6808)
 1108 Daisy Street
 Clearfield, PA 16830

1046843

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of One Hundred Seventy Five Thousand & 00/100 Dollars (\$175,000.00).

GUARANTY. For good and valuable consideration, Sheila S. Styers ("Guarantor") absolutely and unconditionally guarantees and promises to pay to NBBC BANK, a division of First Commonwealth Bank ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of Michael Styers Trucking, Inc. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described herein, plus all costs and expenses of (A) enforcement of this Guaranty and (B) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guarantees, or hereafter receives additional guarantees from Guarantor, Lender's rights under all guarantees shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guarantees. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unratified guarantees.

INDEBTEDNESS GUARANTEED. The Indebtedness guaranteed by this Guaranty includes the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's permissible fees.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S FINANCIAL STATEMENTS. Guarantor agrees to furnish Lender with the following:

(A) **Annual Statements.** As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Guarantor's balance sheet and income statement for the year ended, prepared by Guarantor.

(B) **Tax Returns.** As soon as available, but in no event later than 10 days after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by Guarantor.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale or personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

In addition to the waivers set forth above, if now or hereafter Borrower is or shall become insolvent and the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and gives up in favor of Lender and Borrower, and Lender's and Borrower's respective successors, any claim or right to payment. Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, or any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to

EX-13

COMMERCIAL GUARANTY
(Continued)

Page 3

agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

CONFESSTION OF JUDGMENT. Guarantor hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Guarantor and, with or without complaint filed, as of any term, confess or enter judgment against Guarantor for the entire principal balance of this Guaranty and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Guaranty or a copy of this Guaranty verified by affidavit shall be sufficient warrant. The authority granted in this Guaranty to confess judgment against Guarantor shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Guaranty.

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL GUARANTY AND GUARANTOR AGREES TO ITS TERMS. THIS COMMERCIAL GUARANTY IS DATED 9/29/00. THIS GUARANTY IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS GUARANTY IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GUARANTOR:


X: Sheila S. Styers (Seal)
Sheila S. Styers, Individually

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing **** has been omitted due to text length limitations.								

Borrower: Michael Styers Trucking, Inc. (TIN: 25-1788672)
PO Box 144
Frenchville, PA 16836

Lender: NBC BANK, a division of First Commonwealth Bank
Central Offices
601 Philadelphia Street
PO Box 400
Indiana, PA 15701
(724) 349-3400

Guarantor: Michael C. Styers (SSN: 171-48-9238)
1108 Daisy Street
Clearfield, PA 16830

1046840

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of One Hundred Seventy Five Thousand & 00/100 Dollars (\$175,000.00).

GUARANTY. For good and valuable consideration, Michael C. Styers ("Guarantor") absolutely and unconditionally guarantees and promises to pay to NBC BANK, a division of First Commonwealth Bank ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of Michael Styers Trucking, Inc. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described herein, plus all costs and expenses of (A) enforcement of this Guaranty and (B) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guarantees, or hereafter receives additional guarantees from Guarantor, Lender's rights under all guarantees shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guarantees. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminated guarantees.

INDEBTEDNESS GUARANTEED. The Indebtedness guaranteed by this Guaranty includes the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's permissible fees.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fall or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S FINANCIAL STATEMENTS. Guarantor agrees to furnish Lender with the following:

(A) **Annual Statements.** As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Guarantor's balance sheet and income statement for the year ended, prepared by Guarantor.

(B) **Tax Returns.** As soon as available, but in no event later than 10 days after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by Guarantor.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentation, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale or personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

In addition to the waivers set forth above, if now or hereafter Borrower is or shall become insolvent and the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and gives up in favor of Lender and Borrower, and Lender's and Borrower's respective successors, any claim or right to payment. Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to

COMMERCIAL GUARANTY
(Continued)

Page 3

agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

CONFESSION OF JUDGMENT. Guarantor hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Guarantor and, with or without complaint filed, as of any term, confess or enter judgment against Guarantor for the entire principal balance of this Guaranty and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Guaranty or a copy of this Guaranty verified by affidavit shall be sufficient warrant. The authority granted in this Guaranty to confess judgment against Guarantor shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Guaranty.

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL GUARANTY AND GUARANTOR AGREES TO ITS TERMS. THIS COMMERCIAL GUARANTY IS DATED 9/19/03. THIS GUARANTY IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS GUARANTY IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GUARANTOR:

 (Seal)
Michael C. Byers, Individually

100-174-400-2001

March 28, 2002

Sheila S. Styers
1109 Daisy Street
Clearfield, PA 16830

Dear Ms. Styers:

The undersigned is counsel for NBOC Bank, a division of First Commonwealth Bank. This letter is a demand for immediate payment on the Guaranty executed by you on September 29, 2000.

By that Guaranty you became obligated for the full and timely payment of monies due by Michael Styers Trucking, Inc. to NBOC Bank, a division of First Commonwealth Bank on a Note dated September 29, 2000. Michael Styers Trucking, Inc. has failed to meet its obligation of payment to NBOC Bank, a division of First Commonwealth Bank under the Note. Immediate payment of the principal and interest balance due is hereby demanded. Principal and interest due as of March 28, 2002, is \$173,888.51. Additional interest is accruing daily at the rate of \$48,05571.

If you have any questions regarding the foregoing, please do not hesitate to call.

Very truly yours,

Christopher J. Richardson

CJR/ehd

cc: Gary Carpenter
BFI70834.1:11555-105267

Ex "C"

March 28, 2002

Michael C. Styers
1109 Daisy Street
Clearfield, PA 16830

Dear Mr. Styers:

The undersigned is counsel for NBOC Bank, a division of First Commonwealth Bank. This letter is a demand for immediate payment on the Guaranty executed by you on September 29, 2000.

By that Guaranty you became obligated for the full and timely payment of monies due by Michael Styers Trucking, Inc. to NBOC Bank, a division of First Commonwealth Bank on a Note dated September 29, 2000. Michael Styers Trucking, Inc. has failed to meet its obligation of payment to NBOC Bank, a division of First Commonwealth Bank under the Note. Immediate payment of the principal and interest balance due is hereby demanded. Principal and interest due as of March 28, 2002, is \$173,888.51. Additional interest is accruing daily at the rate of \$48,05571.

If you have any questions regarding the foregoing, please do not hesitate to call.

Very truly yours,

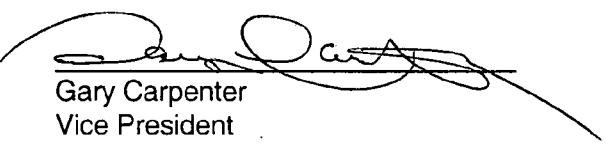
Christopher J. Richardson

CJR/ehd

cc: Gary Carpenter
BFI70836.1:11555-105267

VERIFICATION

I, Gary Carpenter, Vice President , hereby certify that the averments of fact contained in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that I am authorized to make this declaration on behalf of the Plaintiff, and that it is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.



Gary Carpenter
Vice President

BF 170848.1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK, a division of)
FIRST COMMONWEALTH BANK,)
Plaintiff,)
vs.) No.
MICHAEL C. STYERS, and)
SHEILA S. STYERS,)
Defendants.)

CONFESSiON OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney contained in the Guaranty, a copy of which is attached to the Complaint filed in this action as Exhibit "B", I hereby appear for the Defendants and confess judgment in favor of the Plaintiff and against the Defendants, as follows:

Principal Debt:	\$164,762.42
Interest Accrued through March 28, 2002:	8,650.57
(per diem \$48.05571)	
Late Charges	475.52
<u>Attorney's Commission of 10%:</u>	17,388.85
Total:	\$191,277.36

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

C. S. Bellin
Attorney for Defendants
pro hac vice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK, a division of)
FIRST COMMONWEALTH BANK,)
Plaintiff,)
vs.)
MICHAEL C. STYERS, and)
SHEILA S. STYERS,)
Defendants.)
No.)

CERTIFICATE OF RESIDENCE

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

Central Offices
601 Philadelphia Street
P.O. Box 400
Indiana, PA 15701

and the last known address of the Defendants is:

1109 Daisy Street
Clearfield, PA 16830

John A. Saccoccia
Attorney for Plaintiff

BF170848.1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK, a division of)
FIRST COMMONWEALTH BANK,)
Plaintiff,)
)
vs.) No.
)
MICHAEL C. STYERS, and)
SHEILA S. STYERS,)
Defendants.)

AFFIDAVIT

I, Christopher J. Richardson, hereby certify that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that the Exhibits attached to the Complaint in Confession of Judgment are true and correct copies of the originals; that the Borrower is in default under the Note; that the Defendants are in default of the Guaranties; that the underlying transactions giving rise to this action are commercial in nature and are not consumer credit transactions against a natural person; and that I am authorized to make this Affidavit.

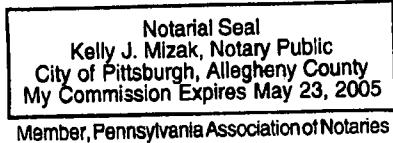
C.J. Richardson

Sworn to an subscribed
before me this 2nd
day of March, 2002.

Kelly J. Mizak
Notary Public

My commission expires:

BF170848.1



Member, Pennsylvania Association of Notaries

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK, a division of)
FIRST COMMONWEALTH BANK,)
Plaintiff,)
vs.)
MICHAEL C. STYERS, and)
SHEILA S. STYERS,)
Defendants.)

No. 02-743-CO

NOTICE OF ENTRY OF JUDGMENT

TO: Michael C. Styers
1109 Daisy Street
Clearfield, PA 16830

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on May 9, 2002.

The amount of the judgment is \$191,277.36 plus interest accruing at the contract rate and
costs and expenses of suit.

A copy of the complaint is enclosed.

Prothonotary, Clearfield County

BF170848.1

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK, a division of)
FIRST COMMONWEALTH BANK,)
Plaintiff,)
vs.)
MICHAEL C. STYERS, and)
SHEILA S. STYERS,)
Defendants.)

No. 02-743-CJ

NOTICE OF ENTRY OF JUDGMENT

TO: Sheila S. Styers
1109 Daisy Street
Clearfield, PA 16830

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on May 9, 2002.

The amount of the judgment is \$191,277.36 plus interest accruing at the contract rate and
costs and expenses of suit.

A copy of the complaint is enclosed.

Prothonotary, Clearfield County

BF170848.1

FILED

Att'y pd. \$0.00

11:31 AM
MAY 09 2002

1cc each def. w/Notice

SA
SA
William A. Shaw
Prothonotary