

02-761-CD
CLEARFIELD BANK & TRUST COMPANY -vs- D. STEPHEN BUTLER etux

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

Civil Division

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiffs,

v.

D. STEPHEN BUTLER and SANDRA
K. BUTLER

Defendants.

COMPLAINT IN CONFESSION OF
JUDGMENT-MONEY DAMAGES

**Meyer, Unkovic
& Scott**
LLP
ATTORNEYS AT LAW

1300 Oliver Building
Pittsburgh, Pennsylvania 15222-2304
412-456-2537

Ronald L. Hicks, Jr., Esquire

FILED

MAY 14 2002

[Signature] William A. Shaw
Prothonotary

*rec'd by Hicks
1cc Dy.*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

D. STEPHEN BUTLER and SANDRA K.
BUTLER, husband and wife,

Defendants.

CIVIL DIVISION

No. 02-761-CO

Issue No.

**COMPLAINT IN CONFESSION OF
JUDGMENT-MONEY DAMAGES**

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Ronald L. Hicks, Jr., Esquire
Pa. I.D. #49520

Joshua R. Lorenz, Esquire
Pa. I.D. #84397

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

CERTIFICATION

The undersigned hereby certifies that the underlying transaction giving rise to the execution of the Guaranty and Suretyship Agreement upon which judgment is confessed was not a consumer transaction.

MEYER, UNKOVIC & SCOTT LLP

By: 

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

FILED

MAY 14 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST)	CIVIL DIVISION
COMPANY,)	
)	No.
Plaintiff,)	
)	
vs.)	
)	
D. STEPHEN BUTLER and SANDRA K.)	
BUTLER, husband and wife,)	
)	
Defendants.)	

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, by its undersigned counsel, hereby brings this action in confession of judgment and, in support thereof, states as follows:

1. Plaintiff, Clearfield Bank & Trust Company ("Clearfield Bank"), is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at 11 North 2nd Street, P.O. Box 171, Clearfield, Pennsylvania 16830.

2. Upon information and belief, Defendants D. Stephen Butler and Sandra K. Butler (the "Butlers") are adult individuals and citizens of the Commonwealth of Pennsylvania, residing at 1316 Parkview Drive, Clearfield, Pennsylvania 16830.

3. All actions and events giving rise to this Complaint took place within the County of Clearfield, Commonwealth of Pennsylvania.

4. On or about May 28, 1998, the Butlers entered into a written Guaranty and Suretyship Agreement with Clearfield Bank, in which the Butlers absolutely and unconditionally guaranteed and promised suretyship to Clearfield Bank for the 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, of Butler Trucking Company ("Butler Trucking") to Clearfield Bank. A true and correct copy of the Guaranty and Suretyship Agreement is attached hereto, marked as Exhibit "A" and incorporated herein by reference.

5. Pursuant to the terms of the Guaranty and Suretyship Agreement, the Butlers authorized and empowered any prothonotary, clerk or attorney of any court of record to appear on their behalf and to confess judgment in favor of Clearfield Bank for the sum of Five Hundred Thousand Dollars (\$500,000.00), together with interest, costs of suit and reasonable attorneys' fees.

6. Pursuant to the terms of the Guaranty and Suretyship Agreement, the Butlers authorized the entry of confessed judgment whenever Butler Trucking failed to perform any obligation then or thereafter owed to Clearfield Bank.

7. By reason of Butler Trucking's failure to observe or perform its agreement as a depositor with Clearfield Bank and the occurrence of a substantial change in the financial condition of Butler Trucking which in the sole, reasonable good faith judgment of Clearfield Bank is materially adverse, Butler Trucking is in default under a Promissory Note/Credit Line ("Note") promising to pay to the order of Clearfield Bank the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), together with interest and other charges at the rates specified therein.

8. The amounts known to be due and owing under the Guaranty and Suretyship Agreement as of the date of this Complaint are itemized as follows:

Principal	\$	500,000.00
Attorneys' Fees	\$	<u>50,000.00</u>
TOTAL	\$	550,000.00

9. Additionally, there are amounts that are currently unknown (i.e., costs of suit and interest accruing from and after May 10, 2002, at the legal rate of 6% per annum and calculated on the total amount due until Clearfield Bank receives payment in full) which Clearfield Bank is entitled to under the terms of the Guaranty and Suretyship Agreement.

10. No notice is required to be given to the Butlers under the Guaranty and Suretyship Agreement prior to the entry of the within judgment.

11. Judgment has not been entered on the Guaranty and Suretyship Agreement in any jurisdiction.

12. Clearfield Bank has not assigned or transferred the Guaranty and Suretyship Agreement.

13. The Guaranty and Suretyship Agreement was entered into as part of a commercial transaction. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

WHEREFORE, the Plaintiff, Clearfield Bank & Trust Company, as authorized by the warrant of attorney contained in the attached Guaranty and Suretyship Agreement, demands judgment against Defendants, severally and collectively, in the total sum of \$550,000.00, plus interest and costs.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

By: 

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

GUARANTY AND SURETYSHIP AGREEMENT

WHEREAS, Butler Trucking Company, (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 \$ 500,000.00. 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.

GUARANTY AND SURETYSHIP AGREEMENT

WHEREAS, Butler Trucking Company, (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 \$ 500,000.00. 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 thereof as to 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 such 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 29 day of may, 1998.

ATTEST OR WITNESS:

Barbara J. Lumsden

D. Stephen Butler (SEAL)
D. Stephen Butler

Sandra K. Butler (SEAL)
Sandra K. Butler

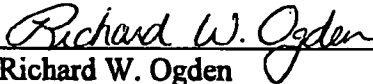
1316 Parkview Drive
Clearfield, PA 16830

ADDRESS

VERIFICATION

I, Richard W. Ogden, hereby swear or affirm that I am Vice President and Chief Financial Officer at Clearfield Bank & Trust company, that I am authorized to make this statement and that the facts contained in the attached Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief.

This statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

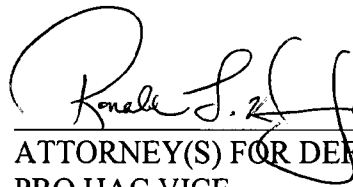

Richard W. Ogden

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney, the original or a copy of which is attached to the complaint filed in this action, I appear for the Defendants and confess judgment in favor of the Plaintiff and against Defendants D. Stephen Butler and Sandra K. Butler, husband and wife, as follows:

Principal	\$	500,000.00
Attorneys' Fees	\$	<u>50,000.00</u>
 TOTAL	\$	 550,000.00

Plus costs of suit and interest accruing from and after May 10, 2002, at the legal rate of 6% per annum and calculated on the total amount due until Clearfield Bank & Trust Company receives payment in full.



Handwritten signature of Ronald J. Ziff, written in black ink over a horizontal line.

ATTORNEY(S) FOR DEFENDANTS
PRO HAC VICE

Dated: May 13, 2002

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

Civil Division

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiffs,
vs.
D. STEPHEN BUTLER and SANDRA
K. BUTLER

Defendants.

FILED

MAY 14 2002

01/11:501/1720t. to Days
William A. Shaw
Prothonotary 3cc atty

ATTORNEYS AT LAW

Meyer, Unkovic
& Scott LLP

1300 Oliver Building
Pittsburgh, Pennsylvania 15222-2304
412-245-2837

Ronald L. Hicks, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

D. STEPHEN BUTLER and SANDRA K.
BUTLER, husband and wife,

Defendants.

CIVIL DIVISION

No. 02-761-CO

Issue No.

NOTICE OF JUDGMENT

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Ronald L. Hicks, Jr., Esquire
Pa. I.D. #49520

Joshua R. Lorenz, Esquire
Pa. I.D. #84397

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

FILED

MAY 14 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

D. STEPHEN BUTLER and SANDRA K.
BUTLER, husband and wife,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: ☐ Plaintiff ☒ Defendants ☐ Garnishee
☐ Additional
Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered
against you on May 14, 2002.

☐ Decree Nice in Equity.☐ Final Decree in Equity.

☒ Judgment of ☒ Confession ☐ Verdict
☐ Default ☐ Non-Suit
☐ Non-Pros ☐ Arbitration Award

☒ Judgment is in the amount of \$550,000.00, PLUS INTEREST AND COSTS.

☐ District Justice Transcript of Judgment in CIVIL ACTION in the amount of
\$_____, PLUS COSTS.

☐ If not satisfied within sixty (60) days, your motor vehicle operator's license will be
suspended by the Pennsylvania Department of Transportation.

If you have any questions concerning the above, please contact:

Name of (Attorney/Filing Party): Ronald L. Hicks, Jr., Esquire

Address: Meyer, Unkovic & Scott LLP

1300 Oliver Building, Pittsburgh, PA 15222

Telephone Number: (412) 456-2837

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

Civil Division

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiffs,

v.

D. STEPHEN BUTLER and SANDRA
K. BUTLER

Defendants.

FILED

MAY 14 2002

W. A. Shaw
William A. Shaw
Prothonotary

CERTIFICATE OF RESIDENCES

Meyer, Unkovic
Scott
LLP

ATTORNEYS AT LAW

1300 Oliver Building
Pittsburgh, Pennsylvania 15222-2304
412-253-2837

Ronald L. Hicks, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

D. STEPHEN BUTLER and SANDRA K.
BUTLER, husband and wife,

Defendants.

CIVIL DIVISION

No. 02-761-CO

Issue No.

CERTIFICATE OF RESIDENCES

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Ronald L. Hicks, Jr., Esquire
Pa. I.D. #49520

Joshua R. Lorenz, Esquire
Pa. I.D. #84397

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

FILED

MAY 14 2002

William A. Shaw
Prothonetary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

D. STEPHEN BUTLER and SANDRA K.
BUTLER, husband and wife,

Defendants.

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CIVIL DIVISION

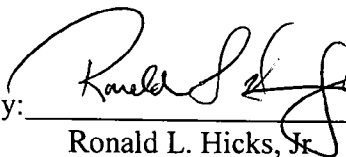
No.

CERTIFICATE

I hereby certify that:

1. Plaintiff, Clearfield Bank & Trust Company, has an address of 11 North 2nd Street, P.O. Box 171, Clearfield, Pennsylvania 16830; and
2. The last known address of Defendants D. Stephen Butler and Sandra K. Butler is 1316 Parkview Drive, Clearfield, Pennsylvania 16830.

MEYER, UNKOVIC & SCOTT LLP

By: 
Ronald L. Hicks, Jr.

Attorneys For Plaintiff

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

Civil Division

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiffs,

v.

D. STEPHEN BUTLER and SANDRA
K. BUTLER

Defendants.

FILED

MAY 14 2002
JPM 11:23:14 cc
William A. Shaw
Prothonotary

AFFIDAVIT

Meyer, Unkovic
Scott LLP

ATTORNEYS AT LAW

1300 Oliver Building
Pittsburgh, Pennsylvania 15222-2304
412-436-2837

Ronald L. Hicks, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

D. STEPHEN BUTLER and SANDRA K.
BUTLER, husband and wife,

Defendants.

CIVIL DIVISION

No. *02-761-CO*

Issue No.

AFFIDAVIT

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Ronald L. Hicks, Jr., Esquire
Pa. I.D. #49520

Joshua R. Lorenz, Esquire
Pa. I.D. #84397

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

FILED

MAY 14 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

D. STEPHEN BUTLER and SANDRA K.
BUTLER, husband and wife,

Defendants.

) CIVIL DIVISION
)
)
) No.
)
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)

AFFIDAVIT

After review of the documentation, I, Ronald L. Hicks, Jr., Esquire, hereby state that judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

MEYER, UNKOVIC & SCOTT LLP

By: 

Ronald L. Hicks, Jr.

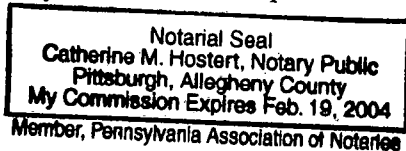
Attorneys For Plaintiff

SWORN to and subscribed before me

this 13th of May, 2002.


Notary Public

My Commission Expires:



62

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

v.

D. STEPHEN BUTLER and SANDRA K.
BUTLER, husband and wife

Defendants.

CIVIL DIVISION

No. 02-761-CD

**JOINT STIPULATION AND CONSENT
TO SATISFY JUDGMENT WITHOUT
PREJUDICE**

Filed on Behalf of:
Plaintiff and Defendant

Counsel of Record for Plaintiff:

Joel M. Helmrich, Esquire
Pa. Id. No. 30733
Ronald L. Hicks, Jr., Esquire
Pa. Id. No. 49520
MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222
(412) 456-2800

Counsel of Record for Defendant:

David B. Salzman, Esquire
Pa. Id. No. 39360
CAMPBELL & LEVINE
Firm #502
3100 Grant Building
Pittsburgh, PA 15219
412-261-0310

FILED

OCT 23 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST)	CIVIL DIVISION
COMPANY,)	
)	No. 02-761-CD
Plaintiff,)	
)	
v.)	
)	
D. STEPHEN BUTLER and SANDRA K.)	
BUTLER, husband and wife)	
)	
Defendants.)	

**JOINT STIPULATION AND CONSENT TO SATISFY JUDGMENT WITHOUT
PREJUDICE**

Plaintiff, Clearfield Bank & Trust Company ("Clearfield Bank"), and Defendant, D. STEPHEN BUTLER and SANDRA K. BUTLER, husband and wife (the "Butlers"), by their undersigned counsel, hereby jointly stipulate and consent to a satisfaction of the judgment in this matter without prejudice, stating as follows:

1. On or about April 9, 2001, Butler Trucking executed a written Promissory Note/Credit Line ("Note") promising to pay to the order of Clearfield Bank the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), together with interest and other charges at the rates specified therein, which such Note was a renewal of the Promissory Note dated July 13, 1993 from Butler Trucking in favor of Clearfield Bank.

2. On or about May 28, 1998, the Butlers entered into a written Guaranty and Suretyship Agreement (the "Butler Guaranty and Suretyship Agreement") with Clearfield Bank, in which the Butlers absolutely and unconditionally guaranteed and promised suretyship to Clearfield Bank for the 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, of Butler Trucking to Clearfield Bank.

3. On or about May 28, 1998, Bison Leasing, Inc. ("Bison Leasing") entered into a written Guaranty and Suretyship Agreement (the "Bison Guaranty and Suretyship Agreement") with Clearfield Bank, in which Bison Leasing absolutely and unconditionally guaranteed and promised suretyship to Clearfield Bank for the 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, of Butler Trucking Company ("Butler Trucking") to Clearfield Bank.

4. Pursuant to the terms of the Butler Guaranty and Suretyship Agreement, the Butlers authorized and empowered any prothonotary, clerk or attorney of any court of record to appear on their behalf and to confess judgment in favor of Clearfield Bank for the sum of Five Hundred Thousand Dollars (\$500,000.00), together with interest, costs of suit and reasonable attorneys' fees.

5. Pursuant to the terms of the Butler Guaranty and Suretyship Agreement, the Butlers authorized the entry of confessed judgment whenever Butler Trucking failed to perform any obligation then or thereafter owed to Clearfield Bank.

6. Butler Trucking was in default under the Note, and as a result, on May 14, 2002, Clearfield Bank confessed judgment against the Butlers by filing a Complaint in Confession of Judgment-Money Damages in the total sum of \$550,000.00 plus interest, costs of suit and other allowable costs and expenses.

7. Clearfield Bank, Butler Trucking, Bison Leasing and Stephen Butler, entered into an agreement (the "Payment Agreement") with respect to payment of some, but not all, of the

obligations of Butler Trucking, Bison Leasing and Butler to Clearfield Bank under the Note, the Bison Guaranty and Suretyship Agreement, the Butler Guaranty and Suretyship Agreement, and any and all other documents related to the Note, the Bison Guaranty and Suretyship Agreement, the Butler Guaranty and Suretyship Agreement, and other obligations of Butler Trucking, Bison Leasing and/or the Butlers to Clearfield Bank (the "Loan Documents").

8. Butler Trucking, Bison Leasing and Stephen Butler have satisfactorily completed the payment obligations set forth in the Payment Agreement.

9. The parties have agreed to satisfy without prejudice the judgment that had been previously entered in favor of Clearfield Bank and against the Butlers in the total sum of \$550,000.00 plus interest and costs.

10. The parties agree and acknowledge that notwithstanding the entry of this Joint Stipulation, Butler Trucking, Bison Leasing and the Butlers continue to have liabilities due and owing Clearfield Bank under the Note, the Butler Guaranty and Suretyship Agreement, the Bison Guaranty and Suretyship Agreement, and the Loan Documents (upon which the judgment was originally entered).

11. Specifically, the parties acknowledge and agree that, as of September 30, 2003 Butler Trucking owes Clearfield Bank the amount of \$410,508.09 (which includes principal of \$408,072.89 and interest of \$2,435.20) under the Note and the Loan Documents.

12. The parties agree and acknowledge that this Joint Satisfaction is being made solely to accommodate the Butlers.

13. The parties agree and acknowledge that the satisfaction of the judgment without prejudice relates solely to the Confessed Judgment entered against the Butlers and does not affect

Clearfield Bank's rights under (i) the Note, the Butler Guaranty and Suretyship Agreement, the Bison Guaranty and Suretyship Agreement, the Loan Documents or any and all other documents related to the Note, the Bison Guaranty and Suretyship Agreement, the Butler Guaranty and Suretyship Agreement, and other obligations of Butler Trucking, Bison Leasing and/or the Butlers to Clearfield Bank, or (ii) any other loan from Clearfield Bank to Butler Trucking, Bison Leasing, the Butlers, or any affiliate thereof.

14. Further, the parties agree and acknowledge that Clearfield Bank may, under the Butler Guaranty and Suretyship Agreement, appear for and CONFESS JUDGMENT against the Butlers. As such, the Butlers hereby irrevocably authorizes and empowers any clerk or attorney of any court of record to appear for and CONFESS JUDGMENT against the Butlers.

15. The parties hereby acknowledge and agree that from and after the entry of this Joint Stipulation, the terms and conditions of the Note, the Butler Guaranty and Suretyship Agreement, the Bison Guaranty and Suretyship Agreement, and the other Loan Documents shall remain in full force and effect. In furtherance of such understanding the Butlers hereby reaffirm all of the terms and conditions of the Butler Guaranty and Suretyship Agreement and the other Loan Documents to which they are a party, including without limitation Sections 5 and 7 of the Butler Guaranty and Suretyship Agreement, which such Sections 5 and 7 are, for convenience purposes, reproduced in this Joint Stipulation:

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.


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.

WHEREFORE, Clearfield Bank and Butler Trucking respectfully request that this Court enter the Order attached hereto.

Dated: October __, 2003

Respectfully submitted,



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
and



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FILED 300
0/11/13/01 A44
OCT 23 2003


William A. Shaw
Deputy Prothonotary/Clerk of Courts

FILED

6 9.54 AM Pd 7:00
OCT 24 2003 3 CC to atty

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Clearfield Bank & Trust Company

No.: 2002-00761-CD

Vs.

Debt: \$500,000.00

D. Stephen Butler
Sandra K. Butler

Atty's Comm.:

Interest From:

Cost: \$20.00

NOW, Friday, October 24, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 24th day of October, A.D. 2003.

Prothonotary

OFFICE OF PROTHONOTARY AND CLERK OF COURTS

WILLIAM A. SHAW

PROTHONOTARY
AND
CLERK OF COURTS

CLEARFIELD COUNTY



P. O. Box 549
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 19

DAVID S. AMMERMAN

SOLICITOR

In Re: Photocopies

Dear

Please be advised that we are unable to process your request for photocopies. In reviewing the case number, which you supplied, we anticipate that a total number of _____ copies will need to be made. The charge for this service is \$.25 per page which totals approximately \$ _____. We will process your request and mail the requested copies to you upon receipt of the amount due and a large manilla envelope addressed and stamped with approximately \$ _____ in postage.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts