

02-763-CD
CLEARFIELD BANK & TRUST COMPANY -vs- BUTLER TRUCKING COMPANY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

v.

BUTLER TRUCKING COMPANY,

Defendant.

CIVIL DIVISION

No. 02-763-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
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Counsel of Record for Defendant:

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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. 02-763-CD
Plaintiff,)	
)	
v.)	
)	
BUTLER TRUCKING COMPANY,)	
)	
Defendant.)	

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

Plaintiff, Clearfield Bank & Trust Company ("Clearfield Bank"), and Defendant, Butler Trucking Company ("Butler Trucking"), 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, 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 to Clearfield Bank.

3. On or about May 28, 1998, D. Stephen Butler ("Stephen Butler"), an individual and principal owner of Butler Trucking and Bison Leasing, and Sandra K. Butler, an individual and the other owner of Butler Trucking and Bison Leasing (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.

4. Pursuant to the terms of the Note, Butler Trucking authorized the entry of confessed judgment prior to, upon or after the occurrence of an event of default thereon.

5. Butler Trucking was in default under the Note, and as a result, on May 14, 2002, Clearfield Bank confessed judgment against Butler Trucking by filing a Complaint in Confession of Judgment-Money Damages in the total sum of \$551,092.90 plus interest and costs.

6. Clearfield Bank, Butler Trucking, Bison Leasing, Inc. ("Bison Leasing"), a Pennsylvania corporation and affiliate of Butler Trucking, 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").

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

8. The parties have agreed to satisfy without prejudice the judgment that had been previously entered in favor of Clearfield Bank and against Butler Trucking in the total sum of \$551,092.90 plus interest and costs.

9. 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).

10. 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.

11. The parties agree and acknowledge that this Joint Satisfaction is being made solely to accommodate Butler Trucking.

12. The parties agree and acknowledge that the satisfaction of the judgment without prejudice relates solely to the Confessed Judgment entered against Butler Trucking 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.

13. Further, the parties agree and acknowledge that Clearfield Bank may, prior to, upon or after the occurrence of any event of default under the Note or any of the Loan Documents, to appear for and CONFESS JUDGMENT against Butler Trucking. As such, Butler Trucking hereby irrevocably authorizes and empowers any attorney or any clerk of any court of record prior to, upon or after the occurrence of any event of default under the Note or any of the Loan Documents, to appear for and CONFESS JUDGMENT against Butler Trucking.

14. 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 Butler Trucking hereby reaffirms all of the terms and conditions of the Note and the Loan Documents, including without limitation the "EVENTS OF DEFAULT", "LENDER'S RIGHTS UPON DEFAULT" and "WARRANT OF ATTORNEY" provisions of the Note, which such "EVENTS OF DEFAULT", "LENDER'S RIGHTS UPON DEFAULT" and "WARRANT OF ATTORNEY" provisions are, for convenience purposes, reproduced in this Joint Stipulation:

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay

debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

(1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor therefore.

(2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them.

(3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshalling of assets or otherwise, and specifically authorizes Lender to

apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner that Lender may determine.

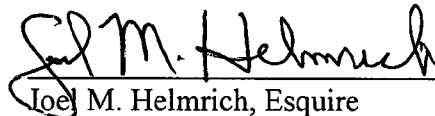
(4) Upon five (5) days written notice to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

WARRANT OF ATTORNEY: Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Clerk of any court of record prior to, upon or after the occurrence of any Event of Default, as specified above, to appear for and CONFESS JUDGMENT against Debtor, or any of them, (a) for such sums as are due and/or may become due on the Liabilities, and/or (b) in any action of replevin instituted by Lender to obtain possession of any collateral securing this Note or securing any of the Liabilities, in either case with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquisition on any real estate levied on, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution said voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisal, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of the Note, verified by affidavit by or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney. The authority and power to appear for and enter judgment against Debtor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Lender shall deem necessary and desirable, and this Note shall be a sufficient Warrant therefore. Lender may enter one or more judgments in the same or different counties for all or part of the Liabilities, without regard to whether judgment has been entered on more than one occasion for the same Liabilities. In the event any judgment entered against Debtor hereunder is stricken or opened upon application by or on Debtor's behalf for any reason whatsoever, Lender is hereby authorized and empowered to again appear for and Confess Judgment against Debtor or any of them; subject, however, to the limitation that such subsequent entry or entries of judgment by Lender may only be done to cure any errors in prior proceedings, only and to the extent that such errors are subject to cure in the later proceedings.

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

Dated: October __, 2003

Respectfully submitted,



Joel M. Helmrich, Esquire

Pa. Id. No. 30733

Ronald L. Hicks, Jr., Esquire

Pa. Id. No. 49520

Meyer, Unkovic & Scott LLP

1300 Oliver Building

Pittsburgh, PA 15222

412-456-2800

Attorneys for Plaintiff

and



David B. Salzman, Esquire

Pa. Id. No. 39360

Campbell & Levine

3100 Grant Building

Pittsburgh, PA 15219

412-261-0310

Attorneys for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

v.

BUTLER TRUCKING COMPANY,

Defendant.

CIVIL DIVISION

No. 02-763-CD

ORDER OF COURT

AND NOW, this 24th day of October, 2003, upon consideration of the parties' Joint Stipulation and Consent to Satisfy Judgment Without Prejudice, it is hereby ORDERED that the judgment entered by the Prothonotary in favor of the Plaintiff and against the Defendant in the amount of \$551,092.90 shall be satisfied without prejudice and the Prothonotary is directed to so mark the record in this matter and the judgment index.

~~/BY/~~THE COURT:

., J.

FILED

OCT 24 2003

William A. Shaw
Prothonotary

FILED
O 9.55 AM *Feb 4, 00*
3 cc to *att'y*
OCT 24 2003

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.: 2002-00763-CD

Vs.

Debt: \$500,000.00

Butler Trucking Company

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

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

Civil Division

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiffs,

v.

BUTLER TRUCKING COMPANY,

Defendant.

FILED

MAY 14 2002

W *m1135* *atly* *Hick*
William A. Shaw *per \$80.00*
Prothonotary

See atly
1cc atly

COMPLAINT IN CONFESSION OF
JUDGMENT - MONEY DAMAGES

Meyer, Unkovic
Scott LLP

ATTORNEYS AT LAW

1300 Oliver Building
Pittsburgh, Pennsylvania 15222-2304
412-456-2837

Ronald L. Hicks, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

BUTLER TRUCKING COMPANY,

Defendant.

CIVIL DIVISION

No. *02-763-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 Promissory Note 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.)	
)	
BUTLER TRUCKING COMPANY,)	
)	
Defendant.)	

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, Defendant, Butler Trucking Company ("Butler Trucking") is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at Route 970, P.O. Box 88, Woodland, Pennsylvania 16881.

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

4. 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. A true and correct copy of the duly executed Note is attached hereto, marked as Exhibit "A" and incorporated herein by reference.

5. Pursuant to the terms of the Note, Butler Trucking empowered any attorney or any clerk of any court of record to appear on its behalf and to confess judgment in favor of Clearfield Bank for all sums due and/or may become due under the Promissory Note and/or on such other liabilities and obligations of Butler Trucking to Clearfield Bank, together with costs of suit and an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment but not less than One Thousand Dollars (\$1,000.00) for attorney's collection fees.

6. Pursuant to the terms of the Note, Butler Trucking authorized the entry of confessed judgment prior to, upon or after the occurrence of an event of default thereon.

7. Butler Trucking is in default under the Note by reason of its 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.

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

Principal	\$ 475,595.00
Interest through May 10, 2002	\$ 3,616.22
Attorneys' Fees	\$ <u>71,881.68</u>
TOTAL	\$ 551,092.90

9. Additionally, there are amounts that are currently unknown (i.e., costs of suit, late charges and interest accruing from and after May 10, 2002, at the rate of 6.75% per annum through May 18, 2002 and 10.75% per annum after May 18, 2002 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 Note.

10. No notice is required to be given to Butler Trucking under the Note prior to the entry of the within judgment.

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

12. Clearfield Bank has not assigned or transferred the Note.

13. The Note 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, Plaintiff as authorized by the warrant of attorney contained in the attached Note, demands judgment against Defendant, severally and collectively, in the total sum of \$551,092.90, plus interest and costs of suit.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

By: 

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

CREDIT LINE

\$ 500,000.00

PROMISORY NOTE

Loan # 30395090

Dated April 9

X9200

Debtor Butler Trucking Companyof P.O. Box 88, Woodland, PA 16881

Debtor

of

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of

CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

("Lender")

at any of Lender's branch offices,

the Principal sum of Five Hundred Thousand and 00/100----- Dollars
in lawful money of the United States, to be paid as follows:

On demand together with accrued interest then outstanding, but if no demand is made by Lender, then at borrowers convenience with the understanding that such sums may be readvanced at borrowers request. Commitment subject to annual review.

Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of 2.00% per annum above the reference rate designated by Lender from time to time as its BASE RATE.

and shall be payable monthly as billed.

If a payment is made more than 15 days after its scheduled due date,

a late charge of 5% of the payment amount or a minimum of \$20.00 will be charged.

SECURITY INTEREST: As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising hereinafter collectively referred to as the "Liabilities", in addition to any other security agreement or document granting Lender any rights in any of Obligor's ("Obligor", as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including endorses, sureties and guarantors) property for the purpose of securing the Liabilities, Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including without limitation any balance or share belonging to Obligor, or any of them, of any deposit, account, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Lender to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of set-off, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Obligor to property in Lender's possession, although such set-off may be entered upon Lender's books and records at a later time.

☒ If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated

July 131993

and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note, and is disclosed on reverse.

UNCONDITIONAL LIABILITY: Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s), and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previously to or concurrently with, or to be executed subsequent to, this Note, and which may be amended, modified, renewed or substituted without affecting in any way the validity or enforceability of this Note.

EVENTS OF DEFAULT: Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor or any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

LENDER'S RIGHTS UPON DEFAULT: Notwithstanding anything to the contrary contained herein or elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

(1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor therefore.

(2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them.

(3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshaling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner that Lender may determine.

(4) Upon five (5) days written notice to Debtor, begin accruing interest, in addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance, provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

WARRANT OF ATTORNEY: Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Clerk of any court of record prior to, upon or after the occurrence of any Event of Default, as specified above, to appear for and CONFESS JUDGMENT against Debtor, or any of them, (a) for such sums as are due and/or may become due on the Liabilities, and/or (b) in any action of replevin instituted by Lender to obtain possession of any collateral securing this Note or securing any of the Liabilities, in either case with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquisition on any real estate levied on, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution said voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisal, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of this Note, verified by affidavit by or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney. The authority and power to appear for and enter judgment against Debtor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Lender shall deem necessary and desirable, and this Note shall be a sufficient Warrant therefore. Lender may enter one or more judgments in the same or different counties for all or part of the Liabilities, without regard to whether judgment has been entered on more than one occasion for the same Liabilities. In the event any judgment entered against Debtor hereunder is stricken or opened upon application by or on Debtor's behalf for any reason whatsoever, Lender is hereby authorized and empowered to again appear for and Confess Judgment against Debtor or any of them; subject, however, to the limitation that such subsequent entry or entries of judgment by Lender may only be done to cure any errors in prior proceedings, only and to the extent that such errors are subject to cure in the later proceedings.

THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

Name _____ (SEAL)

Name of Corporation or Partnership BUTLER TRUCKING COMPANY (SEAL)

Name _____ (SEAL)

By D. Stephen Butler, President (SEAL)

Name _____ (SEAL)

Attest Michael S. Butler, Secretary (CORPORATE SEAL)

BANCONSUMER FORM PA 170 (Rev. 12/85)

©1985 BANCONSUMER SERVICE, INC.

PREPAYMENTS: Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then on account of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

DISBURSEMENT OF PROCEEDS: Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

RIGHT TO COMPLETE NOTE: Lender may at any time and from time to time, without notice to any Obligor: (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limiting the liability of the existing Debtors to Lender.

MISCELLANEOUS: Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any proceeding

instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest hereon shall become effective on the days on which such reference rate changes or that Federal Reserve Bank announces changes in its Discount Rate, as applicable. The rights and privileges of Lender under this Note shall inure to the benefit of its successors and assigns. All representations, warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in and shall be governed by the laws of the Commonwealth of Pennsylvania, unless Federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.


SECURITY: This note is separately secured by:

1. Security Agreements dated November 4, 1996 and May 15, 1998.
2. Personal Guaranty of D. Stephen and Sandra K. Butler dated May 28, 1998.
3. Corporate Guaranty of Bison Leasing, Inc. dated May 28, 1998.
4. Mortgage on real property owned by Bison Leasing, Inc. in Beaver Co., RD#2, Box 514, Darlington, PA dated February 9, 2001.
5. Mortgage on real property owned by Bison Leasing, Inc. in Audrain Co., Route W., Vandalia, MO to be recorded.

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.

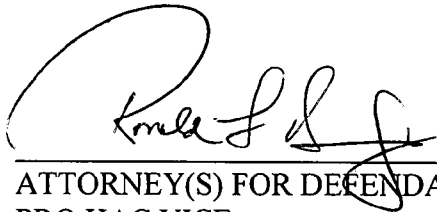

Richard W. Ogden

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 Defendant and confess judgment in favor of the Plaintiff and against Defendant, Butler Trucking Company, as follows:

Principal	\$	475,595.00
Interest through May 10, 2002	\$	3,616.22
Attorneys' Fees	\$	71,881.68
Late Charges	\$	<u>0.00</u>
 TOTAL	 \$	 551,092.90

Plus costs of suit and interest accruing from and after May 10, 2002, at the rate of 6.75% per annum through May 18, 2002 and 10.75% per annum after May 18, 2002 and calculated on the total amount due until Clearfield Bank & Trust Company receives payment in full.



ATTORNEY(S) FOR DEFENDANT
PRO HAC VICE

Dated: May 13, 2002

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

Civil Division

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiffs,

v.

BUTLER TRUCKING COMPANY,

Defendant.

FILED

MAY 14 2002

NOTICE OF JUDGMENT

DO 11:41 not to day.
William A. Shaw
Prothonotary
3cc atty Hicks

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.

BUTLER TRUCKING COMPANY,

Defendant.

CIVIL DIVISION

No. *02-763-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)	CIVIL DIVISION
COMPANY,)	
)	No.
Plaintiff,)	
vs.)	
)	
BUTLER TRUCKING COMPANY,)	
)	
Defendant.)	

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: ☐ Plaintiff ☒ Defendant ☐ 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 \$551,092.90, 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

William L. Hicks

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

Civil Division

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiffs,

v.

BUTLER TRUCKING COMPANY,

Defendant.

FILED

MAY 14 2002

W mll:17136 cathy Hicks
William A. Shaw
Prothonotary

AFFIDAVIT

Meyer, Unkovic
Scott
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.

BUTLER TRUCKING COMPANY,

Defendant.

CIVIL DIVISION

No. 02-743-10

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.

BUTLER TRUCKING COMPANY,

Defendant.

) CIVIL DIVISION
)
) No.
)
)
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)
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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.

Catherine M. Hostert

Notary Public

My Commission Expires:

Notarial Seal
Catherine M. Hostert, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 19, 2004
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

Civil Division

CLEARFIELD BANK & TRUST
COMPANY.

Plaintiffs,

v.

BUTLER TRUCKING COMPANY,

Defendant.

FILED

MAY 14 2002

W.A. Shaw
11/17/01 *W.A. Shaw*
William A. Shaw
Prothonotary

CERTIFICATE OF RESIDENCES

Meyer, Unkovic
Scott LLP

ATTORNEYS AT LAW

1300 Oliver Building
Pittsburgh, Pennsylvania 15222-2304
412.466.2837

Ronald I. Hicks, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

BUTLER TRUCKING COMPANY,

Defendant.

CIVIL DIVISION

No. *02-743-CD*

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

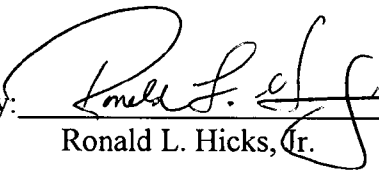
CLEARFIELD BANK & TRUST)	CIVIL DIVISION
COMPANY,)	
)	No.
Plaintiff,)	
)	
vs.)	
)	
BUTLER TRUCKING COMPANY,)	
)	
Defendant.)	

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 Defendant, Butler Trucking Company, is Route 970, P.O. Box 88, Woodland, Pennsylvania 16881.

MEYER, UNKOVIC & SCOTT LLP

By: 
Ronald L. Hicks, Jr.

Attorneys For Plaintiff