

02-1517-CD

PNC BANK, NATIONAL ASSOC. vs. MICHAEL G. JURY, et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

NO. 02-1517-C

vs.

MICHAEL G. JURY d/b/a  
K & M CONSTRUCTION,

Defendant.

**COMPLAINT IN CONFESSION OF  
JUDGMENT**

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Counsel of Record for This  
Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

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

**FILED**

SEP 30 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	NO.
	)	
vs.	)	
	)	
MICHAEL G. JURY d/b/a	)	
K & M CONSTRUCTION,	)	
	)	
Defendant.	)	

**COMPLAINT IN CONFESSION OF JUDGMENT**

AND NOW, comes the Plaintiff, PNC BANK, NATIONAL ASSOCIATION, formerly Pittsburgh National Bank, by and through its counsel, Tucker Arensberg, P.C., and files this Complaint confessing judgment in its favor, stating as follows:

1. Plaintiff, PNC BANK, NATIONAL ASSOCIATION, ("PNCB"), is a national banking association organized and existing under the laws of the United States of America and a citizen of Pennsylvania, with its main office located at Fifth Avenue and Wood Street, Pittsburgh, Pennsylvania.

2. Defendant is Michael G. Jury d/b/a K & M Construction whose last known address is Box 184, Mahaffey, PA 15757.

3. On April 23, 2001, Defendant submitted to Plaintiff an Application for a Business Line of Credit. A true and correct copy of the Application is attached hereto, incorporated herein and label Exhibit "A".

4. Pursuant to the terms of the Application, the Defendant agreed that should the line of credit be granted, he would be bound by the terms and conditions of the Business Line of Credit Agreement.

5. On or about June 4, 2001 the Plaintiff did notify the Defendant that a business line of credit in the amount of \$10,000.00 would be extended.

6. On or about June 4, 2001, the Plaintiff did provide the Defendant with the Business Line of Credit Agreement ("Agreement") containing the terms and conditions of the line of credit. A true and correct copy of the document is attached hereto, incorporated herein and labeled Exhibit "B".

7. The Application and Agreement shall hereinafter be joint referred to as "Note".

8. There has been no assignment of the Note.

9. Judgment has not been entered on the Note in any jurisdiction against the Defendant.

10. The judgment by confession sought by PNCB in this Complaint is not being entered against a natural person in connection with a consumer credit transaction.

11. By Warrant of Attorney contained in the Note, Defendant authorized entry of judgment by confession.

12. Pursuant to the Warrant of Attorney executed by Defendant, Defendant waived the benefit of all laws exempting real or personal property from execution.

13. Pursuant to the Warrant of Attorney contained in the Note, judgment may now be entered against Defendant as payment on the Note was not made when due thereby creating an event of default under the Note and accelerating all amounts due thereunder.

14. Under the Note, the following amounts are now due by Defendant to PNCB:

Principal Debt	\$ 10,982.04
Interest through 9/17/02	71.06
Attorney's Commission	<u>1,105.31</u>
Total	<u>\$ 12,158.41</u>

15. Under the terms of the Note, Defendant is liable to PNCB for attorney's commission of ten (10%) percent for collection.

WHEREFORE, Plaintiff, PNCB, demands that a judgment be entered against Defendant, Michael G. Jury d/b/a K & M Construction, as authorized in the Warrant of Attorney contained in the Note, in the sum of \$12,158.41 together with interest and costs of suit.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By: Donna Donaher  
 Donna M. Donaher, Esquire  
 Pa. I.D. #53165

1500 One PPG Place  
 Pittsburgh, PA 15222  
 (412) 566-1212

Attorney for PNC Bank, National Association

Business Credit Application  
For Requests Up To \$50,000

2018 would be  
open to install

PNC BANK

For Bank Use Only

Customer Manager: Cory Faro Branch Name: Eden Square Branch Number: 319 Market: 080 Referred By (Name and Log-on ID): FW00902-CER

If the Borrower's and its principal owners' combined outstanding loan balances and available credit lines at PNC Bank, Delaware ("Bank") exceed \$100,000, the following must be provided:

- Business Tax Returns (3 years)
- Personal Tax Returns (1 year) for all Principals/Guarantors
- Personal Financial Statements for all Principals/Guarantors

If loan is to be secured with real estate, please do not use this application.

Business Information Concerning the Borrower

Business Name: <u>H + m Construction</u>	Doing Business as:	Phone Number: <u>410 1633-5104</u>	Nature of Business or SIC: <u>SERVICE/TRADE</u>	
Address: <u>31 Creekpoint Dr.</u>	City, State, ZIP Code: <u>New Castle, Delaware</u>	FAX Number: <u>1802 1832-2587</u>	Year Established: <u>1997</u>	
Type of Organization: <input type="checkbox"/> Corp. <input checked="" type="checkbox"/> Sole Prop. <input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> S. Corp. <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership	Tax ID/S.S. Number: <u>203-58-1401</u>	State of Organization: <u>DE</u>	Number of Employees: <u>2</u>
			Annual Sales:	<u>\$ 65,000</u>

Request Information

Type of Loan: <input type="checkbox"/> Choice Credit <sub>SM</sub> for Business <input type="checkbox"/> Secured Line of Credit <input type="checkbox"/> Secured Loan (Term Requested _____)	Amount of Request: <u>\$ 50,000</u>	Purpose: <u>Working Capital</u>
	<input type="checkbox"/> Equipment <input type="checkbox"/> Business Assets <input type="checkbox"/> Stocks/Bonds	<input type="checkbox"/> Vehicle <input type="checkbox"/> CD <input type="checkbox"/> Other
If Collateral Secured, Please Describe:		

Management Information

Owner 1: <u>Michael G. Jury</u>	Owner 2: <u></u>
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The Choice Credit<sub>SM</sub> for Business loan requires the personal guaranty of the owner(s) and/or principal(s). Use additional applications if necessary.

Name: <u>Michael G. Jury</u>	Title: <u>Owner</u>		
Percent of Ownership: <u>100 %</u>	Number of Years of Ownership: <u>4</u>		
Home Address: <u>31 Creekpoint DR.</u>	Years at Address: <u>6 mon.</u>		
City, State, ZIP Code: <u>New Castle DE 19702</u>			
Social Security Number: <u>203-58-1401</u>	Monthly Housing Expense: <u>\$1400.00</u>		
Note: Alimony, child support or separate maintenance income need not be disclosed if you do not choose to have it considered as a basis for repaying this loan.			
Adjusted Gross Income As Reported On Federal Tax Returns: <u>\$ 32,000</u> Year: <u>2000</u>			
Personal Assets		Personal Liabilities	
Liquid Assets: <u>\$5,000</u>	Personal Mortgage Balance: <u>\$ 160,000</u>	Personal Assets: <u>Liquid Assets (cash, stocks, mutual funds)</u>	Personal Liabilities: <u>Personal Mortgage Balance</u>
Retirement Assets: <u>\$0,000</u>	Home Equity Balance (Line Limit or Fixed Loan Balance): <u>40,000</u>	Retirement Assets: <u>IRAs, 401k, annuities</u>	Home Equity Balance (Line Limit or Fixed Loan Balance)
Personal Residence: <u>\$185,000</u>	Installment Balances (Auto, Student, etc.): <u>3,000</u>	Personal Residence	Installment Balances (Auto, Student, etc.)
Investment Real Estate	Credit Card Balances (Includes Pers. Credit Lines): <u>6,000</u>	Investment Real Estate	Credit Card Balances (Includes Pers. Credit Lines)
Net Worth of Business Owned: <u>\$5,000</u>	Contingent Liabilities	Net Worth of Business Owned	Contingent Liabilities
Other Assets: <u>\$8,000</u>	Other Debt (Investment Property Mortgages, Taxes, etc.)	Other Assets	Other Debt (Investment Property Mortgages, Taxes, etc.)
Total Assets		Total Liabilities	
NET WORTH: <u>\$5,000</u>		NET WORTH: <u>(Total Assets - Total Liabilities)</u>	

Please answer the following:

Yes	No
Have you ever declared bankruptcy? <input type="checkbox"/>	<input checked="" type="checkbox"/> Have you ever declared bankruptcy? <input type="checkbox"/>
Do you have any law suits pending against you? <input type="checkbox"/>	<input checked="" type="checkbox"/> Do you have any law suits pending against you? <input type="checkbox"/>
Do you owe any taxes that are past due? <input type="checkbox"/>	<input checked="" type="checkbox"/> Do you owe any taxes that are past due? <input type="checkbox"/>
Have you ever defaulted on a loan? <input type="checkbox"/>	<input checked="" type="checkbox"/> Have you ever defaulted on a loan? <input type="checkbox"/>
Do you have any other credit applications pending? <input type="checkbox"/>	<input checked="" type="checkbox"/> Do you have any other credit applications pending? <input type="checkbox"/>
Does your business have unsecured credit at other institutions? <input type="checkbox"/>	<input checked="" type="checkbox"/> Does your business have unsecured credit at other institutions? <input type="checkbox"/>
(If yes, please provide Dollar Amount (\$) of Line/Loan and Name of Institution below.)	
Dollar Amount of Line/Loan	Name of Institution

If you answered yes to any of the above questions, please describe:

EXHIBIT

"A"

**Section 4**

Bank References			
Bank Name <i>Sun East Credit</i>	Check Date <i>\$9500.00</i>	Savings Balance <i>\$ 100.00</i>	Loan Balance <i>\$ 6,000.</i>
Bank Name <i>PNC</i>	Checking Balance <i>\$</i>	Savings Balance <i>\$</i>	Loan Balance <i>\$</i>

Yes, I want Overdraft Protection for my PNC Bank Checking Account No.: 5604695635  
(Overdraft Protection provided through Choice CreditSM for Business lines only.)

Checking Account No. for Automatic Deduction (Required for Choice CreditSM for Business.): 5604695635

**Section 5****Agreement/Guaranty**

1. **Applicant.** The Applicant certifies that the statements made on this application and any other information provided in connection with this application are true and complete. The term "Applicant" as used herein shall include the business entity(ies) applying for the loan (the "Borrower") and all other persons who by providing information herein may be liable for the loan requested in this application as an endorser, surety or guarantor. The Applicant agrees to promptly notify the Bank of any material changes to this information. The Bank is authorized to make all inquiries it deems necessary to verify accuracy and determine the Applicant's creditworthiness. The Applicant authorizes any person or consumer reporting agency to give the Bank any information it may have on the Applicant and authorizes the Bank to ask any questions about its credit experience with the Applicant. The Bank is authorized to make inquiries of the Applicant's accountant directly and obtain any information it feels necessary in processing this application and from time to time in review of the account. The Applicant understands that all fees, including commitment and documentation fees and annual credit review fees are non-refundable. In addition, once the commitment has been issued, the Borrower will pay all expenses, including but not limited to: documentation fees, annual fees, mortgage taxes, insurance premiums, recording and filing fees, overdraft protection fees, appraisal fees, etc.

2. **Terms and Conditions.** If Bank approves this application and the application is for an unsecured loan, the Bank will mail to the Borrower at the address specified in this application, the Choice CreditSM For Business Line of Credit Agreement (as amended or restated from time to time, the "Terms and Conditions") governing the loan. Borrower agrees that: (i) it shall be bound by all provisions of the Terms and Conditions; (ii) all credit requested or obtained under the Choice CreditSM Line shall be subject to the Terms and Conditions; (iii) any request by the Borrower for credit under the Choice Credit line shall be conclusive evidence that the Borrower has received the Terms and Conditions and agreed to the terms thereof; and (iv) it shall pay to the Bank all amounts outstanding from time to time under the Choice Credit line in accordance with the Terms and Conditions. The Borrower agrees to immediately notify the Bank if it does not receive the Terms and Conditions within seven (7) days after submission of this application to the Bank, or if the Borrower does not agree to be bound by the Terms and Conditions upon receipt thereof.

3. **Guaranty.** In consideration of the extension of credit from the Bank to the Borrower and other good and valuable consideration, each of the undersigned owners (individually, a "Guarantor" and collectively, the "Guarantors") hereby jointly and severally guarantees, and becomes surety for, the prompt payment and performance, when due, of all obligations owing by the Borrower to the Bank, whether now existing or hereafter arising, including, without limitation, in connection with or under the Choice Credit Line and all obligations now or hereafter due under the Terms and Conditions (collectively, the "Obligations"). This guaranty is absolute, unconditional, irrevocable and continuing and will remain in full force and effect until all of the Obligations have been paid in full. This Guaranty will not be affected by: any release by the Bank of any other party, guaranty or security held by it for any of the Obligations; any failure of the Bank to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations or any guaranty; or any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guaranty thereof. This is a guaranty of payment and not of collection and the Bank shall not be required, as a condition of any Guarantor's liability, to make any demand upon or to first pursue any of its rights against any Borrower or particular Guarantor, or to pursue any rights which may be available to it with respect to any other person who may be liable for the payment of the Obligations. Each Guarantor hereby waives: notice of acceptance of this Guaranty, notice of extensions of credit to the Borrower from time to time, notice of default, diligence, presentment, notice of dishonor, protest, or demand for payment. The Bank at any time and from time to time, without notice to or the consent of any Guarantor, and without impairing or releasing, discharging or modifying any Guarantor's liabilities hereunder, may: (a) change any of the Terms and Conditions relating to any of the Obligations; (b) renew, substitute, modify, amend or alter, or grant consents or waivers relating to, any of the Obligations, any other guarantees, or any security for any Obligations or guarantees; (c) apply any and all payments by whomever paid or howev-

er realized including any proceeds of any collateral, to any Obligations of any Applicant in such order, manner and amount as the Bank may determine in its sole discretion; (d) deal with any other person with respect to any Obligations in such manner as the Bank deems appropriate in its sole discretion; or (e) substitute, exchange or release any security or guaranty. Until the Obligations are paid in full, each Guarantor postpones and subordinates in favor of the Bank any and all rights which such Guarantor may have to assert any claim against any Borrower or to any realization on any property of any Borrower. Each Guarantor's obligations hereunder shall not be affected, modified or impaired by any counterclaim, set-off, deduction or defense based upon any claim such Guarantor may have against any Borrower or other Guarantor or the Bank except payment of the Obligations. To the extent that the Bank incurs any costs or expenses in protecting or enforcing its rights under the Obligations or this Guaranty, including reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand and will be included in the Obligations. This Guaranty will be binding upon and inure to the benefit of each Guarantor and the Bank and their respective heirs, executors, administrators, successors and assigns.

4. **Right of Setoff.** In addition to all liens upon and rights of setoff against the money, securities or other property of any Borrower or Guarantor given to the Bank by law, the Bank shall have, with respect to all Obligations to the Bank under the Choice Credit Line or the Terms and Conditions and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and each Borrower and Guarantor hereby assigns, conveys, delivers, pledges and transfers to the Bank, all of its right, title and interest in and to, all deposits, money, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand or notice. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of a default without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.

5. **Power to Confer Judgment.** The Borrower and each Guarantor hereby jointly and severally empower any attorney of any court of record, after the occurrence of any Event of Default under the Terms and Conditions, to appear for any and all such parties and, with or without complaint filed, confess judgment, or a series of judgments, against any and all such parties in favor of the Bank or any holder hereof for such sums as are due and/or may become due under the Choice Credit Line, together with costs of suit and an attorney's commission of the greater of 10% of the amount of such judgment of \$1,000 added as a reasonable attorney's fee, and for doing as this instrument or a copy verified by affidavit shall be a sufficient warrant. The Borrower hereby forever waives and releases all errors in said proceedings and all rights of appeal and all relief from any and all appraisal, stay or exemption laws of any state now in force or hereafter enacted. Interest on any such judgment shall accrue at a rate per annum which shall be five percent (5%) in excess of the interest rate in effect from time to time under the Terms and Conditions but not more than the maximum rate allowed by law. No single exercise of the foregoing power to confess judgment, or a series of judgments, shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void, but the power shall continue undiminished and it may be exercised from time to time as often as the Bank shall elect until such time as the Bank shall have received payment in full of the debt, interest and costs.

6. **WAIVER OF JURY TRIAL.** THE BORROWER AND EACH GUARANTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT SUCH BORROWER AND GUARANTOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS INSTRUMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS INSTRUMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. BORROWER AND EACH GUARANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY AND IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS TRANSACTION.

**Borrower(s)**

Name of Corporation, Partnership or Other Entity, if applicable

*K&M Construction*

Signature

*Millie G. Jurny*

Date

*4-23-01*

Name & Title (Please Print)

*Michael G. Jurny Owner*

Print Name

*Michael G. Jurny*

Note: If Borrower is a corporation, the officer(s) named in the attached resolution must sign. If Borrower is a partnership, all general partners must sign.

Signature

Date

Name & Title (Please Print)

**Guarantor(s)**

Signature

*Millie G. Jurny*

Date

*4-23-01*

Print Name

*Michael G. Jurny*

Signature

Date

Print Name

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice: If your application for BUSINESS CREDIT is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Business Banking Loan Center, 630 Dresher Road, 2nd Floor, Horsham, PA 19044, 1-888-253-4979, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for denial within 30 days of receiving your request for the statement.

**Equal Credit Opportunity Act Notice**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Avenue, Suite 3710, Houston, Texas 77010.

**Corporate Resolution (For Corporate Applicants)**

RESOLVED, That \_\_\_\_\_ and/or \_\_\_\_\_ are authorized to apply for credit and enter into binding loan agreements on behalf of this Corporation; and

FURTHER RESOLVED, That each of the above-named officers is authorized to sign and deliver any loan agreement, notes, security agreements and renewal, modification, extension and other agreements on behalf of this Corporation (any of which may contain a warrant of attorney authorizing the Bank to confess judgment against the Corporation for all sums due or to become due by the Corporation to the Bank).

CERTIFICATION. I certify that: I am Secretary or Assistant Secretary of the Applicant; the foregoing resolutions were adopted by the Applicant's Board of Directors; are in full force and effect and have not been modified or revoked; and the signatures and titles set forth above and on the reverse side are the genuine signatures and titles of the persons indicated.

Signature of Secretary or Assistant Secretary

Date



## CHOICE CREDIT<sub>SM</sub> FOR BUSINESS LINE OF CREDIT AGREEMENT

Borrower: MICHAEL G. JURY DBA:  
K & M CONSTRUCTION  
31 CRESTPOINT DRIVE  
NEWARK, DE 19702

Lender: PNC BANK, NATIONAL ASSOCIATION  
222 DELAWARE AVENUE  
WILMINGTON, DE 19801

Maximum Credit: \$10,000.00

Annual Fee: \$175.00

Initial Index: 7.00%

Margin: 3.00%

Initial Rate: 10.00%

Date of Loan: JUNE 4, 2001

We are pleased to have you as a customer and to provide you with a copy of your Agreement. A supply of checks to enable you to begin using your account will be mailed to you shortly. This Agreement sets forth the terms and conditions ("Terms and Conditions") governing the Choice Credit for Business line of credit (the "Line") provided to you by us. Please read this Agreement carefully. When you applied for this Line you agreed to be bound by these Terms and Conditions. Your use or acceptance of any Line proceeds will be deemed additional evidence of your agreement to these terms.

### 1. DEFINITIONS. In this Agreement, the following definitions apply:

"Agreement" means this Choice Credit for Business Line of Credit Agreement and any amendment or addendum to this Agreement.

"We," "us," "our" or "Lender" means the Lender identified above or any person or entity to whom the rights of the Lender have been assigned.

"You," "your," "yours" or "Borrower" means the individual(s) or entity(ies) identified above who have applied to the Lender for the Line, for whom an account has been approved and who are listed above as a Borrower.

"Billing Cycle" means the interval between the dates on which monthly statements are prepared.

"Expiration Date" shall be the date which is one year from the Date of Loan shown above, or such later date as may be designated by written notice from us to you.

EXHIBIT

"B"

"Maximum Credit Limit" means the total dollar amount of credit available to you from time to time, the initial amount of which is identified above.

"Payment Due Date" means the date which will appear each month as the "Payment Due Date" on the billing statement. The Payment Due Date will be determined by the Lender at the Lender's discretion.

"Termination" means that you will no longer be able to obtain loans or any extension of credit on this account. Termination affects the account permanently.

**2. GENERAL DESCRIPTION OF THE ACCOUNT.** This account is a revolving line account, sometimes called a line of credit. It is intended to be used only for business purposes. You represent that it will not be used for personal, family, or household purposes. You may obtain loans on this account in the ways described in the "Account Privileges" section of this Agreement up to the Maximum Credit Limit until this account is terminated. Interest will be charged on the outstanding principal balance at a rate that may change from time to time. Each new rate will apply to the outstanding balance on your account and all new borrowings until the rate changes again.

**3. AUTHORIZED SIGNERS.** On your application for the Line, you designated the person(s) who are authorized to write checks or obtain funds from this account by any other means as we may, from time to time, permit without the signature or endorsement of any other Borrower. Any one of the authorized signers may act alone. If more than one name is identified as Borrower, each individual Borrower named has authority to write checks or obtain funds from this account by any other means as we may, from time to time, permit without the signature or endorsement of any other Borrower.

We may honor drafts drawn by an authorized signer even if the drafts are made payable to the signer, to cash, or for deposits to the authorized signer's personal account. We have no duty to investigate or question the application of Line funds. We may refuse to honor drafts or requests for funds if we are uncertain as to anyone's continuing authority to act as an authorized signer, or if the signature on a draft does not appear to be that of an authorized signer.

**4. HOW YOU AGREE TO THE TERMS OF THIS ACCOUNT.** Applying for the Line, using your account or permitting someone else to use your account constitutes your agreement with us to be bound by this Agreement.

**5. ACCOUNT PRIVILEGES.** We have established this account for you with a Maximum Credit Limit in the amount set forth above which may change from time to time and which will appear on your monthly billing statement. You may use this credit to obtain loans from time to time until the Expiration Date by writing checks given by us to you for that special purpose in amounts of not less than \$1,000.00 or by using other methods which we may permit. You may not use this account to make payments on this or any other PNC Bank account. You may continue to obtain loans until this account is terminated or the Expiration Date, whichever is earlier. You authorize us to charge this account for all checks you write on this account, for loans you make and for interest and any other amounts which you agree in this Agreement to pay. If you lose the checks which were given to you to obtain loans from this account, or someone has obtained them without your permission, you must tell us immediately. You acknowledge and agree that in no event will we be under any obligation to extend or renew this account beyond the initial Expiration Date.

We agree to pay checks which are dated, drawn and issued on this account by you prior to the earlier of the termination of this account or the Expiration Date. We are not obligated to pay checks that cause your balance to exceed your Maximum Credit Limit. We are not obligated to pay any checks dated, drawn or issued by you or received by us after this account is terminated, if your balance exceeds your Maximum Credit Limit, or if your checks have been reported lost or stolen. You agree that the only checks that you will write to make loans from the account will be those issued by us for that special purpose.

**6. OVERDRAFT PROTECTION.** If you elected Overdraft Protection for this account, we will make a deposit to the checking account with us designated by you whenever a withdrawal is made from that checking account, either by writing a check from the checking account or in some other way, in an amount which is more money than the balance in that checking account. The amount which we will deposit will be the amount by which the withdrawal

exceeds the balance in the checking account, rounded up to the next whole \$1.00; however, the amount which we will deposit will not be less than \$50.00. We will charge the amount of the deposit as a loan from this account. We do not have to make a deposit to the checking account if a deposit will cause the balance of this account to exceed the Maximum Credit Limit or would violate this Agreement. Checking account checks which are returned will be subject to our regular overdraft charges.

7. YOU AGREE:

- a) not to write checks for less than \$1,000.00;
- b) to repay all amounts advanced hereunder together with interest as provided in this Agreement;
- c) not to make loans from this account which will cause the outstanding balance on this account at any time to exceed the Maximum Credit Limit which we have now approved or may approve at any time in the future;
- d) to immediately pay the amount of any loans in excess of the Maximum Credit Limit;
- e) to give us such financial statements as we may request from time to time;
- f) to pay us costs of collection, including court costs and reasonable legal fees and expenses allowed by law, if we refer your account to an attorney for collection;
- g) not to give us false information or signatures at any time or let anyone who is not a Borrower use this account;
- h) to pay a Late Charge, as provided in this Agreement, for each month any payment is not made within fifteen (15) days of its Payment Due Date; and
- i) to honor any and all other promises that you make in this Agreement.

8. SECURITY INTEREST. Money on deposit with us and property held by us secure loans made under this Agreement; collateral securing other obligations to us may also secure loans under this Agreement. Otherwise, we do not take any security interest to secure this account.

9. INTEREST. The interest rate on the Line is subject to change from time to time based on changes in an independent index which will be the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal for the last day of the preceding calendar month which is reported (the "Index"). The Index is not necessarily the lowest rate we charge on our loans. If the Index becomes unavailable during the term of this account, we may designate a substitute index after notifying you. We will tell you the current Index rate upon your request. You understand that we may provide Choice Credit for Business lines and loans based on other rates as well. The interest rate change will not occur more often than each month. The Index for a Billing Cycle is determined on the first day of that cycle based on the Index for the last day of the preceding calendar month which is reported. The current Index is set forth above. The interest rate to be applied to the unpaid principal balance of this account is determined by adding a number of percentage points (the "Margin") to the Index. This Margin is set forth at the top of the first page of this Agreement, as is the initial interest rate for the account (the Index rate plus the Margin).

Interest on the principal balance of loans outstanding on this account is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate on the first day of the Billing Cycle over a year of 360 days to obtain a daily periodic rate, multiplied by the average daily principal balance during the Billing Cycle, multiplied by the actual number of days in the Billing Cycle. Under no circumstances will the interest rate on this account be more than the maximum rate allowed by applicable law.

10. MONTHLY INTEREST PAYMENTS. You agree to pay the accrued and unpaid interest on this account each month on the Payment Due Date. Your payments must be sent to us at the address shown above or at such other place as we may designate in writing. Unless otherwise agreed in writing or required by applicable law, payments will be applied first to any accrued unpaid interest, second to the "Annual Fee" (if then due), then to principal, and any remaining amount to any late charge and any unpaid collection costs. If you fail to pay us the payment due by the payment due date reflected on your monthly statement, we may charge you a Late Charge of \$100 or 5% of the amount past due, whichever is less.

11. AUTOMATIC PAYMENT. You agree to maintain a checking account with us during the term of this Agreement. You authorize us to deduct your monthly payments on the account from the checking account automatically. If there are insufficient collected and available funds in the checking account, we will not be required to advance funds to

cover the payment. We reserve the right to terminate the automatic payment service at any time, with or without cause.

12. PREPAYMENT. You may pay without penalty all or any portion of the amount owed earlier than it is due. Early payments will not relieve you of your obligation to continue to make payments of accrued unpaid interest. Rather, they will reduce the principal balance due.

13. MONTHLY STATEMENTS AND CHECKS. We will send you a monthly statement for each billing cycle in which activity is posted to this account or if there is debit or credit balance of more than \$1.00 or for any billing cycle in which we impose interest. The statement will show advances made, the amount due for accrued unpaid interest, payments made and the balance which you owe. All payments must be received by us in U.S. dollars at the remittance address disclosed on your monthly billing statement. Any subsidiary or affiliate of ours may act as your agent in receiving payments on this account. Unless you notify of us in writing of errors in the statement within sixty (60) days from the date it is mailed, the statement shall be considered correct and accepted by you. We need not mail you a statement if we deem this account uncollectable or if delinquency collection proceedings have been started by us. If there is more than one Borrower, each agrees that if the statement is sent to and accepted by any of you, it shall be considered correct as to and accepted by all of you. We shall retain all checks drawn on this account.

14. CREDIT REVIEW. By accepting this account, you authorize us to check your credit and employment history and to answer any questions about our experience with you. You also authorize us to obtain from and exchange information with our affiliates and correspondents. Information from credit bureaus was obtained with respect to this account. If you ask, we will tell you whether or not a consumer credit report was requested from a credit bureau and the name and address of the credit bureau(s) that provided the consumer credit report. At our option, we may obtain updated credit bureau reports and income verifications on you as is reasonably necessary to protect our interests.

15. CUSTOMER INFORMATION. You understand that we share transaction information with PNC Bank affiliates. We may also share other information you or a third party may provide. If you do not want us to share personal, nontransaction information with PNC Bank affiliates, please write us at PNC Bank, P.O. Box 96066, Pittsburgh, PA 15226. Be sure to include your name, address and account number from your statement.

16. DEFAULT. You will be in default if any of the following happens:

- a) If you fail to pay any payment when it is due;
- b) If you fail to pay us the amount of any advances in excess of the Maximum Credit Limit within ten (10) days after we mail a notice to you demanding the money;
- c) If you use the proceeds of loans from this account for a purpose not permitted under this Agreement;
- d) If you or any guarantor fail to provide us with an updated financial statement upon our request;
- e) If you die, are put in jail, or if a court with proper jurisdiction to do so finds that you are incapacitated;
- f) If you make an assignment for the benefit of creditors, if you are or become insolvent, if a receiver is appointed for any part of your property, or if bankruptcy or receivership proceedings are filed by or against you;
- g) If anyone files a lawsuit or gets a judgment against you, or attaches or levies on any property of yours;
- h) If you do not notify us within ten days of any change in your address;
- i) If you have made any untrue statements or have provided us with false information or signatures at any time;
- j) If you fail to keep any promise or perform any duty in this Agreement or any other loan or agreement with us;
- k) If you default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of your property or your ability to repay this account or perform your obligations under this Agreement;
- l) If any creditor tries to take any of your property on or in which we have a lien or security interest (this includes a garnishment of any of your accounts with us);
- m) If a material adverse change occurs in your financial condition, or we believe the prospect of payment or performance of the account is impaired;
- n) If any of the events described in this default section occurs with respect to any guarantor of this account;

- o) If any guarantor seeks, claims or otherwise attempts to limit, modify, revoke such guarantor's guaranty of this account or any other loan with us; or
- p) If we, in good faith, deem ourselves insecure.

17. OUR RIGHTS UPON DEFAULT. If a default occurs, we will have no further duty to pay checks or make advances from this account and this account will be terminated. This will happen without prior notice to you. If we choose, at our sole option, to pay checks from this account or make advances after default, you agree that we may charge those loans to this account. In addition, if a default occurs, all amounts which you owe us under this Agreement shall be due and payable immediately, at our option. The other provisions of this Agreement will continue to apply to this account. If we get a judgment after default and/or you are a debtor in an action filed by or against you under the Bankruptcy Code, unless prohibited by applicable law the rates applicable to this account will continue to apply to the balances on this account. A default under this Agreement is a default under every other note, loan agreement or security agreement that you have with us.

Upon default, we may declare the entire outstanding principal, unpaid interest and charges on your account immediately due and payable, without prior notice. If that occurs, you must pay that amount immediately. Upon your default, we may increase the interest Margin up to five percentage points (5%) over the variable interest rate on this account, if allowed by law. We may hire or pay someone else to help us collect this account if you fail to pay in accordance with this Agreement. You agree to pay our collection costs (including, without limitation, the cost of in-house attorneys and staff), whether or not we hire anyone else to help us collect this account. This includes, subject to any limits under applicable law, our attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. In addition to all other sums provided by law, you will also pay any court costs if not prohibited by applicable law.

18. FEES. Your account is subject to the Annual Fee described above. The Annual Fee will be charged in advance on the anniversary date of your account and is not refundable.

19. TERMINATION BY YOU. You may terminate this Agreement at any time that you are not in default by: (i) mailing or delivering a written notice to us that you are terminating this account; (ii) paying us the outstanding principal balance of the account, the accrued and unpaid interest on the balance, and all other amounts due in accordance with the terms of this Agreement; and (iii) immediately returning all checks and other credit access devices, if applicable, which are our property and that were provided to you to access your account. You will continue to be liable for any advances made pursuant to unreturned checks. Any use of checks after the account is terminated may be considered fraudulent.

20. TERMINATION BY US. Upon sixty (60) days prior written notice to you, we may terminate this account, with or without cause, and demand full payment of the outstanding principal balance of the account, the accrued and unpaid interest on the balance, and all other amounts due in accordance with the terms of this Agreement. Unless our notice provides otherwise, we will have no further obligation to make any new loans to you. Termination under this paragraph will not affect any checks which comply with this Agreement and which were written and issued by you before the date on the termination notice or any other loans made under this Agreement before the date on the termination notice. If we choose, at our sole option, to pay checks or make advances after we have terminated this account, you agree that we may charge those loans to this account. After termination, the checks and other credit access devices, if applicable, which are our property and that were provided to you to access your account must be returned to us immediately.

21. CONVERSION TO TERM LOAN. We retain the right to convert all or any part of the outstanding indebtedness under this account into an amortizing term loan, with or without cause, upon providing sixty (60) days prior written notice to you (the "Conversion Notice"). If we exercise this right, we will compute a new monthly payment with respect to the part of the account so converted (the "Term Loan Portion"), and you will be advised of such new monthly payment with respect to the Term Loan Portion in the Conversion Notice. Monthly payments on the Term Loan Portion following the Conversion Notice shall be based upon an amortization period specified in the Conversion Notice (the "Amortization Period"). Subsequent payments on the Term Loan Portion shall be determined monthly and shall be in the amounts determined by us to be necessary to fully amortize the then

outstanding principal balance of the account so converted over the then remaining Amortization Period at the effective interest rate on the account as of the date the amount of such payment is calculated by us. Following the Conversion Notice, the Maximum Credit Limit of the account shall be reduced to the initial amount of the Term Loan Portion. You may not reborrow repaid amounts of the Term Loan Portion unless otherwise agreed by us. Upon payment in full of the Term Loan Portion and with our consent, the full amount of the account may be reinstated. All of the provisions of this Agreement shall apply to the Term Loan Portion except to the extent inconsistent with this paragraph.

**22. OUR LIABILITY.** We have no responsibility for failure of any machine, merchant or other party to honor checks or any other means which we may permit from time to time to be used to obtain a loan from this account. Our liability, if any, for wrongful dishonor of a check written on this account is limited to your actual damages. Dishonor for any reason as provided under the terms of this Agreement is not wrongful dishonor.

**23. POST-DATED, STALE DATED, STOP PAYMENT AND CERTIFICATION OF CHECKS.** Procedures and laws applicable to post-dated, stale dated, and stop payment of checks in connection with transactions on regular checking accounts shall apply to checks under this Agreement. You agree not to issue post-dated checks. You may place a stop payment order on a check by providing us with information on the date, number, payee, and exact amount (dollars and cents) of the check at any branch office, or by calling or writing us at the following address: PNC Bank, Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222. We will not be liable for paying a check if your request is incomplete, incorrect in any detail or is not provided to us in a time and manner which affords us a reasonable opportunity to act upon it. We will not "certify" a check on this account.

**24. AMENDMENT OF AGREEMENT.** We may amend this Agreement from time to time, in any respect, by giving you written notice where required by law. Such amendments will apply to outstanding balances and new loans except as otherwise indicated in the written notice. If you do not agree to be bound by the terms of any amendment, you must notify us of your election to terminate the account pursuant to Section 19 within thirty (30) days of the date we sent you our notice of the amendment.

**25. YOUR RESPONSIBILITIES TO US.** If more than one person is identified as Borrower, each and all of you are equally responsible, individually and together, to us for payment in full of this account. If we extend credit to you by posting any advance to your account prior to receiving written notice of your death or incapacity, such transaction shall be a valid and binding obligation of your estate and upon your heirs and personal representatives.

**26. REMEDIES CUMULATIVE.** Our remedies under this Agreement shall be cumulative and not alternative.

**27. DELAY IN ENFORCEMENT.** We can delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

**28. ASSIGNMENT.** You may not assign or otherwise transfer your rights and privileges under this Agreement, or delegate your obligations to repay amounts you owe us. Any attempt by you to assign or delegate will be void and of no effect. We may assign any and all of our rights under this Agreement at any time without your consent. A person(s) to whom we assign this Agreement shall be entitled to all of our rights under this Agreement. None of your rights or obligations shall be affected by such assignment.

**29. REPLACEMENT OF PRIOR AGREEMENTS.** This Agreement replaces all earlier agreements and governs all balances on this account, including balances carried over onto this account from any prior account, just as if it had been in effect before the first advance from this account.

**30. GOVERNING LAW AND CONSTRUCTION; SERVICE OF PROCESS; JURISDICTION.** This Agreement has been delivered to and accepted by us and will be deemed to be made in the State where our office indicated above is located. Regardless of the State of your residence, you agree that this Agreement will be interpreted, and the rights and liabilities of the parties determined, in accordance with, the laws of the State where our office indicated above is located, excluding its conflict of laws rules. You irrevocably consent to the exclusive jurisdiction of any state or federal court located for the county or judicial district where our office indicated above is located, and consent that

all service of process may be sent by nationally recognized overnight courier service directed to you at your address set forth herein and service so made will be deemed to be completed on the business day after deposit with such courier; provided that nothing contained in this Agreement will prevent us from bringing any action, enforcing any award or judgment or exercising any rights against you individually, against any security or against any of your property within any other county, state or other foreign or domestic jurisdiction. You acknowledge and agree that the venue provided above is the most convenient forum for both you and us. You waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

31. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

32. GENERAL PROVISIONS. To the fullest extent allowed by law, you and any other person who guarantees or is otherwise liable for this account waive any applicable statute of limitations, presentment, demand for payment, protest and notice of dishonor. Upon any change of this Agreement, and unless otherwise expressly stated in writing, no party obligated on this account, directly or as a guarantor, shall be released from liability. We may renew or extend (repeatedly and for any length of time) this account, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect our security interest in any collateral; and take any other action deemed necessary by us without the consent of, or notice to, anyone. We may modify this account without the consent of, or notice to, anyone other than the party with whom the modification is made. Any notice to us which is required by this Agreement must be sent to us at the address set forth at the top of this Agreement.

VERIFICATION

The undersigned, John Matlak, hereby verifies the statements of fact contained in the attached Complaint in Confession of Judgment to be true and correct according to his personal knowledge, information and belief, and further pledges that this verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 9.20.02

By:   
John Matlak  
Assistant Vice President and  
Attorney Relations Manager

BANK\_FI:182716-1 999999-999999

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
)  
Plaintiff, ) NO.  
)  
vs. )  
)  
MICHAEL G. JURY d/b/a )  
K & M CONSTRUCTION, )  
)  
Defendant. )

**CONFESSTION OF JUDGMENT**

Pursuant to the authority granted in the Warrant of Attorney contained in the Note, the undersigned attorney hereby appears for Defendant and confesses judgment in favor of Plaintiff, PNC BANK, NATIONAL ASSOCIATION, and against Defendant, jointly and severally, as follows:

Principal Debt	\$ 10,982.04
Interest through 9/17/02	71.06
Attorney's Commission	<u>1,105.31</u>
Total	<u>\$ 12,158.41</u>

By:

  
Donna M. Donaher, Esquire  
Attorney for PNC Bank, National Association

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	NO.
	)	
vs.	)	
	)	
MICHAEL G. JURY d/b/a	)	
K & M CONSTRUCTION,	)	
	)	
Defendant.	)	

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise address of Plaintiff is:

Fifth Avenue and Wood Street  
Pittsburgh, Pennsylvania 15265

and that the last known address of Defendant is:

Box 184  
Mahaffey, PA 15757

By:   
\_\_\_\_\_  
Donna M. Donaher, Esquire  
Attorney for PNC Bank, National Association

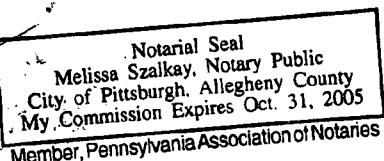
**AFFIDAVIT**

The undersigned hereby certifies that the judgment to be entered in this action is not being entered against a natural person in connection with a consumer credit transaction. To the contrary, the underlying transaction is a commercial transaction.

  
\_\_\_\_\_  
Donna M. Donaher, Esquire  
Attorney for PNC Bank, National Association

Sworn to and subscribed  
before me this 26<sup>th</sup> day  
of September, 2002.

  
\_\_\_\_\_  
Notary Public



**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.

**FILED**

Atty pd. 20.00 *sp*

13.03.01  
SEP 30 2002

1cc notice to def  
Statement to Atty

William A. Shaw  
Prothonotary

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	NO.
	)	
vs.	)	
	)	
MICHAEL G. JURY d/b/a	)	
K & M CONSTRUCTION,	)	
	)	
Defendant.	)	

TO: Michael G. Jury d/b/a  
K & M Construction  
Box 184  
Mahaffey, PA 15757

**NOTICE OF ENTRY OF JUDGMENT**

Please take notice that on September 30, 2002, a Judgment by Confession of Judgment, was entered against you in the court and at docket term and number set forth above.

The amount of the Judgment is \$12,158.41, plus costs.

---

Prothonotary, Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
STATEMENT OF JUDGMENT

**COPY**

PNC Bank, National Association  
Plaintiff(s)

No.: 2002-01517-CD

Real Debt: \$12,158.41

Atty's Comm:

Vs.

Costs: \$

Int. From:

Michael G. Jury  
K & M Construction  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: September 30, 2002

Expires: September 30, 2007

Certified from the record this 30th day of September, 2002.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

NO. 02-1517-CD

vs.

MICHAEL G. JURY d/b/a  
K & M CONSTRUCTION,

Defendant.

**CERTIFICATE OF SERVICE UNDER  
RULE 2958.1**

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Counsel of Record for This  
Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

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

**FILED**

OCT 11 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	NO.
	)	
vs.	)	
	)	
MICHAEL G. JURY d/b/a	)	
K & M CONSTRUCTION,	)	
	)	
Defendant.	)	

CERTIFICATE OF SERVICE UNDER RULE 2958.1

The undersigned hereby certifies that she did serve a Notice Under Rule 2958.1 of Judgment and Execution thereon, upon the Defendant, Michael Jury, on October 5, 2002, by certified mail, at the following address:

P.O. Box 183  
Mahaffey, PA 15757

A true and correct copy of the Notice Under 2958.1 and the return receipt is attached hereto.

TUCKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Donna M. Donaher 412-594-5533  
ddonaher@tuckerlaw.com

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

PNC BANK, NATIONAL ASSOCIATION,  
Plaintiff,

CIVIL DIVISION  
No. 02-1517-CD

vs.

MICHAEL G. JURY d/b/a  
K & M CONSTRUCTION,  
Defendant.

### Notice Under Rule 2958.1 of Judgment and Execution Thereon

---

#### Notice of Defendant's Rights

To: Michael G. Jury  
d/b/a K & M Construction  
Box 184  
Mahaffey, PA 15757

A judgment in the amount of \$12,158.41 has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

TUCKER ARENSBERG, P.C.



YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT  
HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET  
FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

Donna M. Donaher  
Donna M. Donaher  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 594-5533

BF183664.1

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Michael G. Jury  
d/b/a K + M Construction  
PO Box 183  
Mahaffey, PA 15757

**2. Article Number**

(Transfer from service label)

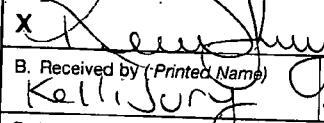
7008 1530 0004 9703 6003

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-0835

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**



Agent  
 Addressee

**B. Received by (Printed Name)**

Kelli Jury

**C. Date of Delivery**

08-5-02

**D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No****3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

**FILED** NO CC

2002  
mli:2884  
OCT 11 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, CIVIL DIVISION

NO. 02-1517-CD

Plaintiff

PRAECIPE FOR WRIT OF REVIVAL

vs.

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Code:

MICHAEL G. JURY dba  
K & M CONSTRUCTION,

Defendants

Counsel of Record for This  
Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

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

FILED Atty pd.  
MD 3/25/10 20.00  
MAR 25 2010  
S ICC Court  
William A. Shaw  
Prothonotary/Clerk of Courts to Atty  
60

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
Plaintiff	)	NO. 02-1517-CD
	)	
vs.	)	
	)	
MICHAEL G. JURY dba	)	
K & M CONSTRUCTION,	)	
	)	
Defendants	)	

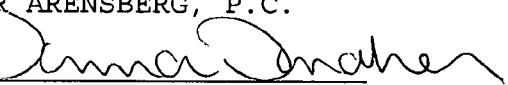
PRAECIPE FOR WRIT OF REVIVAL

To: Prothonotary, Clearfield County

Kindly issue a Writ of Revival of Judgment entered at Docket No. 02-1517-CD and index it in the judgment index against Michael G. Jury dba K & M Construction, in the amount of \$12,158.41.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

Copy

PNC Bank, National Association

Vs.

Case No. 2002-01517-CD

Michael G. Jury d/b/a K & M Construction

## WRIT OF REVIVAL

TO: Michael G. Jury d/b/a K & M Construction

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$12,158.41
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Thursday, March 25, 2010

## Prothonotary

Filing party:  
Donna M. Donaher, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, CIVIL DIVISION

NO. 02-1517-CD

Plaintiff

PRAECLYPE FOR WRIT OF REVIVAL

vs.

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Code:

MICHAEL G. JURY dba  
K & M CONSTRUCTION,

Defendants

Counsel of Record for This  
Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

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

FILED Atty pd  
JUL 01 2010 20.00  
S 1cc Atty pd / Writ  
William A. Show  
Prothonotary/Clerk of Courts  
I Writ to Sheriff  
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
Plaintiff ) NO. 02-1517-CD  
)  
vs. )  
)  
MICHAEL G. JURY dba )  
K & M CONSTRUCTION, )  
)  
Defendants )

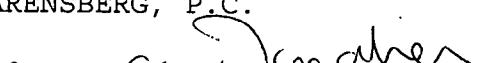
PRAECIPE FOR WRIT OF REVIVAL

To: Prothonotary, Clearfield County

Kindly issue a Writ of Revival of Judgment entered at Docket No. 02-1517-CD and index it in the judgment index against Michael G. Jury dba K & M Construction, in the amount of \$12,158.41.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

COPY

PNC Bank, National Association

Vs.

Case No. 2002-01517-CD

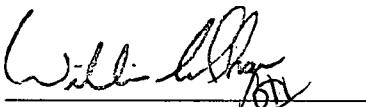
K & M Construction  
Michael G. Jury

WRIT OF REVIVAL

TO: Michael G. Jury dba K & M Construction

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$12,158.41
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Thursday, July 01, 2010

  
\_\_\_\_\_  
Prothonotary

Filing party:

Donna M. Donaher, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

PNC Bank, National Association

Vs.

Case No. 2002-01517-CD

Michael G. Jury, dba  
K & M Construction

AMENDED  
WRIT OF REVIVAL

TO: Michael G. Jury, dba K & M Construction

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$12,158.41
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Thursday, July 01, 2010

---

Prothonotary

Filing party:

Donna M. Donaher, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107295  
NO: 02-1517-CD  
SERVICE # 1 OF 1  
AMENDED WRIT OF REVIVAL

PLAINTIFF: PNC Bank, National Association  
VS.  
DEFENDANT: MICHAEL G. JURY dba K & M CONSTRUCTION

**SHERIFF RETURN**

---

NOW, July 08, 2010, SHERIFF OF LAWRENCE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN AMENDED WRIT OF REVIVAL ON MICHAEL G. JURY.

NOW, July 14, 2010 ATTEMPTED TO SERVE THE WITHIN AMENDED WRIT OF REVIVAL ON MICHAEL G. JURY. DEFENDANT. THE RETURN OF LAWRENCE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

FILED  
07/14/2010  
OCT 07 2010  
S  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107295  
NO: 02-1517-CD  
SERVICES 1  
AMENDED WRIT OF REVIVAL

PLAINTIFF: PNC Bank, National Association  
vs.  
DEFENDANT: MICHAEL G. JURY dba K & M CONSTRUCTION

**SHERIFF RETURN**

---

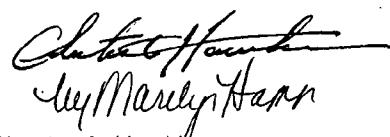
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	336561	10.00
SHERIFF HAWKINS	ARENSBERG	336561	19.00
LAWRENCE CO.	ARENSBERG	336790	25.00

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2010



Chester A. Hawkins  
Sheriff

SHERIFF'S RETURN - NOT FOUND - OUT OF COUNTY

CASE NO: 2002-01517 T  
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LAWRENCE

PNC BANK NATIONAL ASSOCIATION

VS

MICHAEL G JURY

MARCIASIGLER, Deputy Sheriff, who being duly sworn according to law, says, that he made a diligent search and inquiry for the within named DEFENDANT,

JURY MICHAEL G DBA K&M CONSTRUCTION at  
31 CRESTPOINT DRIVE  
NEW CASTLE, PA 19720 but was unable to locate Him, within the limits of Lawrence County, Pennsylvania nor to ascertain the DEFENDANT's present whereabouts, and I do therefore return the within AMENDED WRIT REVIVAL, NOT FOUND.

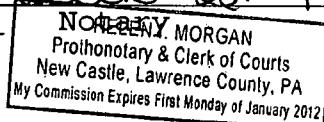
Reason:

NO SUCH ADDRESS IN LAWRENCE CO PER ASSESSMENT OFFICE - ZIP CODE MAY BE NEW CASTLE, DELAWARE

First Attempt 7/14/2010 8:45 A  
Second Attempt 0/00/0000  
Third Attempt 0/00/0000

Lawrence County Sheriff Costs... \$25.00

Sworn to and subscribed before me  
this 23 day of July 2010



So Answers:

*Perry L. Quaniero*  
Perry L. Quaniero, Sheriff

*Marcia Sigler*  
MARCIA SIGLER  
Deputy Sheriff



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN BAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 107295

TERM & NO. 02-1517-CD

PNC Bank, National Association

AMENDED WRIT OF REVIVAL

VS.

MICHAEL G. JURY dba K & M CONSTRUCTION

**SERVE BY: 09/29/2010  
COURT DATE:**

### MAKE REFUND PAYABLE TO TUCKER ARENSBERG, P.C.

**SERVE:** MICHAEL G. JURY

**ADDRESS:** 31 CRESTPOINT DRIVE, NEW CASTLE, PA 19720-5669

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF LAWRENCE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, July 08, 2010.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

PNC Bank, National Association

Vs.

Case No. 2002-01517-CD

Michael G. Jury, dba  
K & M Construction

AMENDED  
WRIT OF REVIVAL

TO: Michael G. Jury, dba K & M Construction

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$12,158.41
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Thursday, July 01, 2010

  
\_\_\_\_\_  
Prothonotary

Filing party:  
Donna M. Donaher, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

**FILED**

OCT 07 2010

William A. Strat  
Prothonotary/Clerk of Courts

FILED <sup>42</sup>

NOV 12 2010

ml91401

William A. Shaw  
Notary/Clerk of Courts

I came to Atty

Issued writ of  
Revival  
to Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, CIVIL DIVISION

NO. 02-1517-CD

Plaintiff

PRAECIPE FOR WRIT OF REVIVAL

vs.

MICHAEL G. JURY dba  
K & M CONSTRUCTION,

Defendants

Counsel of Record for This  
Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

TUCKER ARENSBERG, P.C.  
Firm #287

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
Plaintiff	)	NO. 02-1517-CD
	)	
vs.	)	
	)	
MICHAEL G. JURY dba	)	
K & M CONSTRUCTION,	)	
	)	
Defendants	)	

PRAECIPE FOR WRIT OF REVIVAL

To: Prothonotary, Clearfield County

Kindly issue a Writ of Revival of Judgment entered at Docket No. 02-1517-CD and index it in the judgment index against Michael G. Jury dba K & M Construction, in the amount of \$12,158.41.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

PNC Bank, National Association

Vs.

Case No. 2002-01517-CD

Michael G. Jury  
dba K & M Construction

WRIT OF REVIVAL

TO: Michael G. Jury dba K & M Construction

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$12,158.41
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Friday, November 12, 2010

---

Prothonotary

Filing party:  
Donna M. Donaher, Esq.

To Deputy 11/15/2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 2002-01517-CD

PNC BANK, NATIONAL ASSOCIATION

vs

MICHAEL G JURY D/B/A K&M CONSTRUCTION  
WRIT OF REVIVAL

SERVICE # 1 OF 1

SERVE BY: 02/12/2011

HEARING:

PAGE: 107880

DEFENDANT: MICHAEL G. JURY  
ADDRESS: 108 SOUTH 5TH STREET  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

\_\_\_\_\_

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

WRIT OF REVIVAL ON MICHAEL G. JURY, DEFENDANT

BY HANDING TO \_\_\_\_\_

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

WRIT OF REVIVAL FOR MICHAEL G. JURY

AT (ADDRESS) \_\_\_\_\_

NOW This 16th of Dec 2010 AT 8:07 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO MICHAEL G. JURY

REASON UNABLE TO LOCATE Doesnt live there

SWORN TO BEFORE ME THIS

DAY OF 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George T. Dehaven  
Deputy Signature  
George T. Dehaven  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, CIVIL DIVISION

NO. 02-1517-CD

Plaintiff

PRAECIPE FOR WRIT OF REVIVAL

vs.

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Code:

MICHAEL G. JURY dba  
K & M CONSTRUCTION,

Defendants

Counsel of Record for This  
Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

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

FILED *Atty pd*  
FEB 02 2011 *020.00*  
1CCOLWrit *to Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
Plaintiff ) NO. 02-1517-CD  
 )  
vs. )  
 )  
MICHAEL G. JURY dba )  
K & M CONSTRUCTION, )  
 )  
Defendants )

PRAECIPE FOR WRIT OF REVIVAL

To: Prothonotary, Clearfield County

Kindly issue a Writ of Revival of Judgment entered at Docket No. 02-1517-CD and index it in the judgment index against Michael G. Jury dba K & M Construction, in the amount of \$12,158.41.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Attorneys for Plaintiff

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

PNC Bank, National Association

Vs.

Case No. 2002-01517-CD

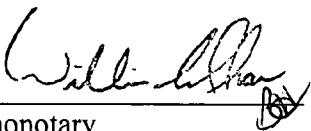
K & M Construction  
Michael G. Jury

WRIT OF REVIVAL

TO: Michael G. Jury dba K & M Construction

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$12,158.41
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Wednesday, February 02, 2011

  
\_\_\_\_\_  
Prothonotary

Filing party:  
Donna M. Donaher, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

FILED

APR 28 2011

ANL 12-456  
William A. Shaw  
Prothonotary/Clerk of Courts

1 CERT TO ATTY  
ISSUED WRT TO  
SHAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, CIVIL DIVISION

NO. 02-1517-CD

Plaintiff

PRAECIPE FOR WRIT OF REVIVAL

vs.

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Code:

MICHAEL G. JURY dba  
K & M CONSTRUCTION,

Defendants

Counsel of Record for This  
Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
Plaintiff ) NO. 02-1517-CD  
 )  
vs. )  
 )  
MICHAEL G. JURY dba )  
K & M CONSTRUCTION, )  
 )  
Defendants )

PRAECIPE FOR WRIT OF REVIVAL

To: Prothonotary, Clearfield County

Kindly issue a Writ of Revival of Judgment entered at Docket No. 02-1517-CD and index it in the judgment index against Michael G. Jury dba K & M Construction, in the amount of \$12,158.41.

Respectfully submitted,

TUEKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

PNC Bank, National Association

Vs.

Case No. 2002-01517-CD

Michael G. Jury dba  
K & M Construction

WRIT OF REVIVAL

TO: Michael G. Jury dba K & M Construction

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$12, 158.41
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Thursday, April 28, 2011

---

Prothonotary

Filing party:  
Donna M. Donaher, Esq.  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

vs.

MICHAEL G. JURY dba  
K & M CONSTRUCTION,

Defendant.

CIVIL DIVISION

NO. 02-1517-CD

FILED

MAY 23 2011

W/11-206

William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE TO REISSUE WRIT OF  
REVIVAL

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Code:

Counsel of Record for this Party:

Donna M. Donaher, Esquire  
Pa. I.D. #53165

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

al

May 23, 2011 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

PNC BANK, NATIONAL ASSOCIATION,      )  
    )  
    )  
Plaintiff,                              )  
    )  
    )  
vs.                                      )      No. 02-1517-CD  
    )  
    )  
    )  
MICHAEL G. JURY dba                   )  
K & M CONSTRUCTION,                   )  
    )  
    )  
Defendant                              )

PRAECIPE TO REISSUE WRIT OF REVIVAL

To: Prothonotary, Clearfield County

Kindly reissue the Writ of Revival in the above-captioned case against Michael G. Jury dba  
K & M Construction, in the amount of \$12,158.41.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By   
Donna M. Donaher, Esquire

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

PNC Bank, National Association

Vs.

Case No. 2002-01517-CD

Michael G. Jury dba  
K & M Construction

WRIT OF REVIVAL

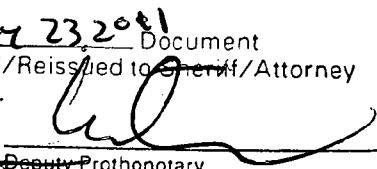
TO: Michael G. Jury dba K & M Construction

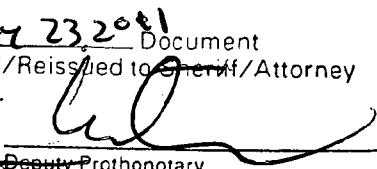
1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$12, 158.41
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Thursday, April 28, 2011

  
Prothonotary

Filing party:  
Donna M. Donaher, Esq.  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

  
May 23, 2011 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108438  
NO: 02-1517-CD  
SERVICES 1  
WRIT OF REVIVAL

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: MICHAEL G. JURY dba K&M CONSTRUCTION

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	TUCKER	345492	10.00
SHERIFF HAWKINS	TUCKER	345492	16.00

5  
**FILED**  
07/07/2011  
MAY 24 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2011

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107880  
NO: 2002-01517-CD  
SERVICES 1  
WRIT OF REVIVAL

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: MICHAEL G JURY D/B/A K&M CONSTRUCTION

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	TUCKER	340449	10.00
SHERIFF HAWKINS	TUCKER	340449	16.00

FILED  
O/1.58cm  
JUN 06 2011  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2011



Chester A. Hawkins  
Sheriff