

02-1733-CD
COUNTY NATIONAL BANK vs. RICHARD W. MACKAY

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2002- 1733-C)

vs.

RICHARD W. MACKEY D/B/A
ANIMAL HOSPITAL OF DUBOIS,
Defendant

CONFESSION OF JUDGMENT

To: William Shaw
Prothonotary of Clearfield County

Dear Sir:

Attached hereto and incorporated herein by reference is an original Note and Security Agreement authorizing confession of judgment.

Pursuant to the terms therein, I confess judgment on behalf of the Plaintiff County National Bank and against the Defendant Richard W. Mackey D/B/A Animal Hospital of DuBois. Please enter judgment in favor of County National Bank and against Richard W. Mackey D/B/A Animal Hospital of DuBois:

a)	Balance	\$9,452.35
b)	Interest accrued through 10/31/02	\$ 224.35

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*fel 2000
1 Notice to Def
1 Return to Pl H.*

William A. Shaw
Prothonotary

c)	Interest accruing after 10/31/02 at the rate of \$1.6410330 per day (to be added)	\$ _____
d)	Satisfaction Fee	\$ 84.00
e)	Court costs (to be added)	\$ _____
f)	Attorneys fees (to be added)	\$ _____

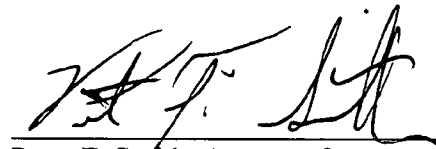
PRELIMINARY TOTAL \$9,760.70

FINAL TOTAL \$

Respectfully submitted,

Date:

11/5/02



Peter F. Smith, Attorney for
County National Bank

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William A. Shaw
Prothonotary

Richard W. Muckey D.D.B.P.
Animal Hospital of DuBois
RR #3 Box 147 Shafter Rd.
DuBois, Pa. 15801

CNB
COUNTY NATIONAL BANK
CLEARFIELD, PA

Loan Number _____
Date 2-17-2000
Maturity Date as demand
Loan Amount \$ 10,000.00
Renewal Of _____

BORROWER'S NAME AND ADDRESS
"You" includes each borrower above, jointly and severally.

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of Ten Thousand
Dollars \$10,000.00

☐ Single Advance: I will receive all of this principal sum on _____. No additional advances are contemplated under this note.
☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____
I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are At the Discretion of the Bank and upon a request by the
Authorized Representative of the Borrower in Person, in writing, or via Telephone Advances will
be credited to a designated Account of the Borrower with CNB

☒ Open End Credit: You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____.
☐ Closed End Credit: You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from FEB 17th 2000 at the rate of 10.25 %
per year until First Change Date

☒ Variable Rate: This rate may then change as stated below.
☒ Index Rate: The future rate will be 1.00 the following index rate: The Chase Manhattan
Bank N.Y.A. Prime Rate

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
☒ Frequency and Timing: The rate on this note may change as often as Daily
A change in the interest rate will take effect as the same day

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %
The rate may not change more than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

ACCURAL METHOD: Interest will be calculated on a Actual / 360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).
☐ at a rate equal to _____

☐ Late Charge: If a payment is made more than _____ days after it is due, I agree to pay a late charge of _____
☐ RETURNED CHECK CHARGE: I agree to pay a fee of \$ _____ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above:
ULL Filings State and equipment

PAYMENTS: I agree to pay this note as follows:
☒ Interest: I agree to pay accrued interest on the 17th day of each month beginning March 17th
2000
☒ Principal: I agree to pay the principal as demand

☐ Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____
and will be due _____. A payment of \$ _____ will be due _____ thereafter. The final payment of the entire
unpaid balance of principal and interest will be due _____

PURPOSE: The purpose of this loan is operating expense

☒ WAFFANT OF AUTHORITY TO CONFESS JUDGMENT. Upon default, in addition to all other remedies and rights available to you, by signing below
I irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess
judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be
confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorneys' fees up to
15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often
as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any
and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

ADDITIONAL TERMS:
ULL Filings on Inventory equipment and auto Receivable
Each Advance on line of Credit will be repaid within 365 days of the Date

SECURITY INTEREST: I give you a security interest in all of the Property described below that I now own and that I may own in the future (including, but not
limited to, all parts, accessories, repairs, improvements, and accessions to the Property), wherever the Property is or may be located, and all proceeds and
products from the Property.

☐ Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw
materials, work in process, or materials used or consumed in my business.

☒ Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and
equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you
will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ Farm Products: All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☒ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the
payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor
or obligor of mine.

☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade
secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind,
deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and
conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any
preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit
Corporation and the ASCS).

☐ The secured property includes, but is not limited by, the following:
If this agreement covers timber to be cut, minerals (including oil and gas),
fixtures or crops growing or to be grown, the description of the real estate is: _____
The Property will be used for a ☐ personal ☐ business
☐ agricultural ☐ _____ purpose.

SIGNATURES: I AGREE TO THE TERMS OF THIS AGREEMENT
(INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.
Richard W. Muckey

SIGNATURE FOR LENDER
Edith M. Muckey

[illegible]

MS OF THE NOTE

COPY

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2002- 1733-40

vs.

RICHARD W. MACKEY D/B/A
ANIMAL HOSPITAL OF DUBOIS,
Defendant

Notice is given that a judgment has been entered of record in Clearfield County against Richard W. Mackey D/B/A Animal Hospital of DuBois, Defendant, and in favor of the Plaintiff in the amount of \$9,760.70, plus interest and costs.

Prothonotary

By _____, Deputy

Rule of Civil Procedure No. 236

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

County National Bank
Plaintiff(s)

No.: 2002-01733-CD

Real Debt: \$9,760.70

Atty's Comm:

Costs: \$

Int. From:

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: November 5, 2002

Expires: November 5, 2007

Vs.

Richard W. Mackey
D/B/A Animal Hospital of DuBois
Defendant(s)

Certified from the record this 5th day of November, 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
CIVIL DIVISION

COUNTY NATIONAL BANK,
Plaintiff

No. 2002- 1733 - 00

vs.

RICHARD W. MACKEY D/B/A
ANIMAL HOSPITAL OF DUBOIS ,
Defendant

AFFIDAVIT PURSUANT TO Pa.R.C.P. 2951

COMES NOW, Christopher N. Norris, Collection Officer of County National Bank, Plaintiff in the above-captioned matter, who being duly sworn according to law deposes and says:

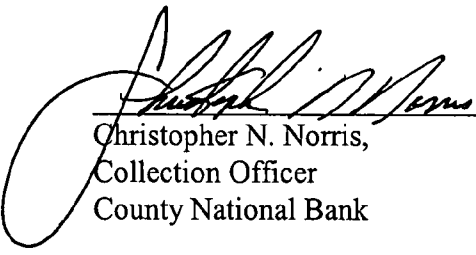
1. My full name and business address is Christopher N. Norris, County National Bank, P.O. Box 42, One South Second Street, Clearfield, PA 16830. I am over 18 years of age and otherwise competent to make this Affidavit.

2. I am a collection officer for County National Bank and familiar with the loan at issue in this action.

3. As stated in the Note itself, this is a commercial loan that was extended to the Defendant to cover operating expenses of his veterinary practice known as the Animal Hospital of DuBois.

Further, the deponent sayeth not.

Date: Nov. 5, 2002


Christopher N. Norris,
Collection Officer
County National Bank

SWORN AND SUBSCRIBED
before me this 5th day of November, 2002.


Notary Public

NOTARIAL SEAL
HOLLY A. BRESSLER, Notary Public
Clearfield Boro, Clearfield Co., PA
My Commission Expires Sept. 12, 2006

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William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK,
Plaintiff

No. 2002- 1733-CD

vs.

RICHARD W. MACKEY D/B/A
ANIMAL HOSPITAL OF DUBOIS,
Defendant

CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendant are:

Plaintiff: County National Bank
P. O. Box 42
Clearfield, PA 16830

Defendant: Richard W. Mackey
D/B/A Animal Hospital of DuBois
R.R. 3 Box 147
DuBois, PA 15801

Date: November 5, 2002


Peter F. Smith,
Attorney for Plaintiff

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William A. Shaw
Prothonotary