

02-1849-CD

WILLIAM G. SATTERLEE & SONS vs. BARRY E. YOUNG, et al

2002-1849-60

WILLIAM G. SATTERLEE &  
SONS, INC.,

Plaintiff

vs.

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually,

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD County

No.	Term, 2002
Debt	\$ 150,000.00
Interest to Date	\$ 3,822.00
Attorneys Commission	\$ 4,000.00
Total	\$ 157,822.00

With Interest From November 22, 2002

COMPLAINT IN CONFESSION OF JUDGMENT

1. Plaintiff is a corporation (or an individual) with its principal place of business at (or who resides at) 12475 Route 119 HWY North, Rochester Mills, PA (15771).  
Defendant(s) is an individual who resides at BARRY E. YOUNG, RD #1, Westover, Clearfield County, PA (16692); DALE A. AUGENSTEIN, 211 Hickory Terrace Lane, Hollidaysburg, Blair County, PA (16648).

2. Attached hereto is a photostatic copy (or original) of an instrument showing the Defendant's signature. The copy attached is a true and correct reproduction of the original.

3. The following assignment(s) of the instrument has been made since its execution and delivery:

4. There has been no prior exercise of the warrant of attorney to confess judgment, contained in this instrument, in any jurisdiction.

5. (a) No default is required under the terms of this instrument; or ~~the defendant is not in arrears on the instrument~~ (strike out one)

6. The amount due and payable on this instrument is as follows:

Principal	\$ 150,000.00
Interest due to date	\$ 3,822.00
Attorneys Commission	\$ 4,000.00
Total	\$ 157,822.00

NOV 25 2002

RE/11-201 WA

William A. Shaw

Prothonotary/Clerk of Courts

7. One Hundred Fifty Seven Thousand Eight Hundred Twenty Two (\$157,822.00) together with interest from November 22, 2002 is due the Plaintiff and the entry of a judgment against the Defendant(s) for that amount is requested.

*Daniel R. Hauger*  
Attorney for Plaintiff

2 CANT T  
SERIAL  
FOR  
SERIAL

AFFIDAVIT FOR A CORPORATION

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF JEFFERSON

{ ss.

Before me, the undersigned authority, there appeared DANIEL R. HAUGER, who being duly sworn according to law, deposes and says that he is Assistant Secretary of William G. Satterlee & Sons, Inc., a corporation, Plaintiff herein; that he is authorized to make this Affidavit, that he is familiar with the facts averred in the foregoing Complaint and that they are true and correct.

Sworn to and subscribed before me this  
21st day of November 2002

*Daniel R. Hauger*  
Sally A. Alleger, Notary Public  
Brockway Boro, Jefferson County  
My Commission Expires Mar. 26, 2003  
Title of Officer  
Member, Pennsylvania Association of Notaries

*Daniel R. Hauger*

AFFIDAVIT FOR AN INDIVIDUAL

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

{ ss.

Before me, the undersigned authority, there appeared , who being duly sworn according to law, deposes and says that he is the Plaintiff herein; that the facts averred in the foregoing Complaint are true and correct.

Sworn to and subscribed before me this  
day of

20

Plaintiff

.....  
Title of Officer

COURT OF COMMON PLEAS OF

CLEARFIELD

County

Term, 2002

No.

WILLIAM G. SATTERLEE &  
SONS, INC., Plaintiff

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually.

Statement in Assumpsit and Confession  
of Judgment

Judgment, - - - - - \$ - - - - -  
Debt, - - - - - \$ - - - - -  
Attorneys Commission, - \$ - - - - -

Int. from \_\_\_\_\_  
Filed and judgment entered thereon the

day of \_\_\_\_\_

Attorney for Plaintiff

11/22/02 Date

The precise address of the Plaintiff herein is 12475 Route 119 Hwy North,  
Rockester Mills, PA (15771).  
Barry E. Young, RD #1, Westover, Clearfield County, PA (16692);  
and the last known address of the Defendant(s)  
is Dale A. Augenstein, 21 Hickory Terrace Lane, Hollidayburg, Blair County, PA (16648).

Attorney for Defendant

2002

22nd day of November  
With interest from the  
Principal \$ 150.000.00  
Interest to Date \$ 3,822.00  
Attorneys Commission \$ 4,000.00  
Total \$ 157,822.00

Pursuant to the authority contained in the warrant of attorney (a, the original of which is  
attached) (b, a copy of which is attached) to the Plaintiff filed in this action, I appear for the  
Defendant(s) and confess judgment in favor of the Plaintiff and against Defendant(s) as follows:

CONFESSIION OF JUDGMENT

Defendants

Barry E. Young, Individually,  
and Dale A. Augenstein,  
Individually.

us.

Plaintiff

SONS, INC., Plaintiff

No.

CLEARFIELD County

Term,

2002

IN THE COURT OF COMMON PLEAS OF

# GUARANTEE

William G Satterlee & Sons, Inc.  
RD 1 Box 173  
Rochester Mills, Pennsylvania 15771

Gentlemen:

The undersigned, intending to be legally bound hereby, and in order to induce William G Satterlee & Sons, Inc. and its affiliates (collectively, "you") to sell, or to continue to sell, petroleum products to:

K & J Coal Co., Inc.  
P. O. Box 189  
Westover, Pa. 16692

and to extend, or to continue to extend, credit to Customer does hereby unconditionally guarantee the prompt and punctual payment to you of:

- (a) Customer's outstanding balance owed to you in excess of \$100,000. or, \$150,000., whichever is the lesser.
- (b) all interest thereon ("Interest"); and
- (c) all costs, including reasonable attorneys' fees, paid or incurred by you in endeavoring to collect from Customer or the undersigned, any part of the Indebtedness and/or Interest (collectively "Cost"), up to a maximum dollar amount of \$ \_\_\_\_\_.

The undersigned waives notice of any sale of petroleum products to Customer or the incurring of any Indebtedness and consents to any extensions, renewals and forbearances granted by you with respect to any Indebtedness and to your release thereto, and agrees that you may grant such extensions, renewals, forbearances and releases without further authority from the undersigned and without affecting or impairing this Guarantee.

The undersigned waives any requirement that you take any action or exhaust any right against Customer. The undersigned agrees that its liability to you shall be primary, and that with respect to any right of action which may accrue to you hereunder, you may, at your option, proceed against the undersigned and Customer jointly and/or severally, or proceed immediately against the undersigned without having commenced any action against or having obtained any judgement against Customer.

This guarantee may be terminated only by written notice to you from the undersigned to make no further sales to and accept no further Indebtedness of Customer in reliance hereon. After receipt of such notice, this Guarantee shall continue as to all Indebtedness then in existence (including all extensions and renewals thereof), all Interest and all Costs, but shall not extend to other Indebtedness of Customer thereafter incurred.

The undersigned warrants and represents that he has the lawful power and authority to make and deliver this Guarantee and that this Guarantee is its valid and legally binding obligation.

THE UNDERSIGNED HEREBY EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORDS WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR UNDERSIGNED AND TO CONFESS JUDGMENT AS OFTEN AS NECESSARY AGAINST UNDERSIGNED IN FAVOR OF THE HOLDER OF THIS GUARANTEE, FOR THE ABOVE SUM PLUS INTEREST, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES, WITH RELEASE OF ALL ERRORS, UNDERSIGNED HEREBY WAIVES ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION.

This Guarantee shall be governed as to its validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania.

If this Guarantee is signed by more than one party, all references to the "undersigned" herein shall be deemed to refer to each of the undersigned and in that case, all obligations and liabilities hereunder shall be the joint and several obligations and liabilities of the undersigned.

Very truly yours,

ATTEST:

BY Bailey 347 BY Dale A. Augenstein  
DATED 7/19/01

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

William G. Satterlee & Sons, Inc.  
Plaintiff(s)

No.: 2002-01849-CD

Real Debt: \$157,822.00

Atty's Comm:

Vs. Costs: \$

Int. From:

Barry E. Young  
Dale E. Augenstein  
Defendant(s)

Entry: \$20.00

Instrument: Complaint/Confess Judgment

Date of Entry: November 25, 2002

Expires: November 25, 2007

Certified from the record this November 25, 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

**COPY**

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

William G. Satterlee & Sons, Inc.  
Plaintiff(s)

No.: 2002-01849-CD

Real Debt: \$157,822.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

Barry E. Young  
Dale A. Augenstein  
Defendant(s)

Entry: \$20.00

Instrument: Complaint/Confess Judgment

Date of Entry: November 25, 2002

Expires: November 25, 2007

Certified from the record this 27th 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

Sheriff Docket # 13353

WILLIAM G. SATTERLEE & SONS NIC

02-1849-CD

VS.

YOUNG, BARRY E., ind & DALE A. AUGENSTEIN, ind

COMPLAINT IN CONFESSION OF JUDGMENT

SHERIFF RETURNS

NOW NOVEMBER 27, 2002 AT 10:02 AM EST SERVED THE WITHIN COMPLAINT IN CONFESSION OF JUDGMENT ON BARRY E. YOUNG, IND., DEFENDANT AT RESIDENCE, RD 1, WESTOVER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NANCY YOUNG, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN CONFESSION OF JUDGMENT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW NOVEMBER 26, 2002 LARRY FIELD, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN CONFESSION OF JUDGMENT ON DALE A. AUGENSTEIN, IND, DEFENDANT.

NOW NOVEMBER 29, 2002 SERVED THE WITHIN COMPLAINT IN CONFESSION OF JUDGMENT ON DALE A. AUGENSTEIN, DEFENDANT BY DEPUTIZING THE SHERIFF OF BLAIR COUNTY. THE RETURN OF SHERIFF FIELD IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED MAUREEN AUGENSTEIN, WIFE.

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Return Costs

Cost	Description
55.42	SHFF. HAWKINS PD. BY: ATTY.
21.00	SHFF. FIELD PAID BY: ATTY.
20.00	SURCHARGE PAID BY; ATTY.

FILED

JAN 29 2003

01/29/03 p.m.

9/25

William A. Shaw

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13353

WILLIAM G. SATTERLEE & SONS NIC

02-1849-CD

VS.

YOUNG, BARRY E. , ind & DALE A. AUGENSTEIN, ind

COMPLAINT IN CONFESSION OF JUDGMENT

**SHERIFF RETURNS**

---

Sworn to Before Me This

29th Day Of July 2003  
Will L. Hawn

So Answers,

*Chester A. Hawkins*  
*by Maury Hawn*  
Chester A. Hawkins  
Sheriff

DATE RECEIVED

13353  
DATE PROCESSEDP 133  
V 13  
**SHERIFF'S DEPARTMENT**34  
BLAIR COUNTY, PENNSYLVANIA  
COURTHOUSE, HOLLIDAYSBURG, PA. 16648SHERIFF SERVICE  
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

## INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

1. PLAINTIFF / S /

William G. Satterlee &amp; Sons Inc

2. COURT NUMBER

000327

3. DEFENDANT / S /

Barry Young et al

4. TYPE OF WRIT OR COMPLAINT

Complaint in Confession of Judgment

SERVE



Dale A. Argenstein Ind.

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

AT

211 Hickory Terrace Lane, Hollidaysburg, PA 16648

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

7. INDICATE UNUSUAL SERVICE:

 PERSONAL  PERSON IN CHARGE DEPUTIZE CERT. MAIL REGISTERED MAIL POSTED OTHER

NOW, \_\_\_\_\_, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

10. TELEPHONE NUMBER

11. DATE

 PLAINTIFF DEFENDANT

Ferraro (Clearfield County)

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized BCSD Deputy or Clerk and Title

13. Date Received

14. Expiration/Hearing date

11/27/02

12/25/02

15. I hereby CERTIFY and RETURN that  have personally served,  have served person in charge,  have legal evidence of service as shown in "Remarks" (on reverse)  have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing or Posting a TRUE and ATTESTED COPY thereof.16.  I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

18. A person of suitable age and discretion then residing in the defendant's usual place of abode.

Read Order 

Maureen Argenstein, wife

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

20. Date of Service

21. Time

Same

11/29/02

1320

22. ATTEMPTS Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

23. Advance Costs 124 19.00 260 200 21. Total Costs 21.00 28. COST DUE OR REFUND 129.00

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this 2nd

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

day of December, 2002

Lyons  
Signature of Sheriff11/29/02  
Date

NOTARY PUBLIC Seal

Carol Grieco, Notary Public  
Freedom Twp., Blair County  
My Commission Expires Feb. 3, 2003

SHERIFF OF BLAIR COUNTY

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
Member Pennsylvania Association of Notaries  
OF AUTHORIZED ISSUING AUTHORITY AND TITLE

39. Date Received

## **SHERIFF'S RETURN OF SERVICE**

(1) The within \_\_\_\_\_ upon \_\_\_\_\_ the within named defendant by mailing to \_\_\_\_\_ by \_\_\_\_\_ mail, return receipt requested, postage prepaid \_\_\_\_\_ on the \_\_\_\_\_, a true and attested copy thereof at \_\_\_\_\_

The return receipt signed by \_\_\_\_\_ defendant on the \_\_\_\_\_ is hereto attached and made part of this return.

(2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2). by mailing a true and attested copy thereof at \_\_\_\_\_ in the following manner.

(a) To the defendant by ( ) registered ( ) certified mail, return receipt requested, postage prepaid, addressee only on the \_\_\_\_\_ said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

(b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the \_\_\_\_\_

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

(3) By publication in a daily publication of general circulation in the County of Blair Commonwealth of Pennsylvania, \_\_\_\_\_ time (s) with publication appearing \_\_\_\_\_

The affidavit from said publication is hereto attached.

(4) By mailing to \_\_\_\_\_ by \_\_\_\_\_ mail, return receipt requested, postage prepaid, on the \_\_\_\_\_ a true and attested copy thereof at \_\_\_\_\_

The \_\_\_\_\_ returned by the Postal Authorities marked \_\_\_\_\_ is hereto attached.

(5) Other \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WILLIAM G. SATTERLEE &  
SONS, INC.,

Plaintiff

vs.

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually,

Defendants

IN THE COURT OF COMMON PLEAS OF

CLEARFIELD County

No.	Term, 2002
Debt	\$ 150,000.00
Interest to Date	\$ 3,822.00
Attorneys Commission	\$ 4,000.00
Total	\$ 157,822.00

With Interest From November 22, 2002

COMPLAINT IN CONFESSION OF JUDGMENT

1. Plaintiff is a corporation (or an individual) with its principal place of business at (or who resides at) 12475 Route 119 HWY North, Rochester Mills, PA (15771)

Defendant(s) is an individual who resides at BARRY E. YOUNG, RD #1, Westover, Clearfield County, PA (16692); DALE A. AUGENSTEIN, 211 Hickory Terrace Lane, Hollidaysburg, Blair County, PA (16648)

2. Attached hereto is a photostatic copy (or original) of an instrument showing the Defendant's signature. The copy attached is a true and correct reproduction of the original.

3. The following assignment(s) of the instrument has been made since its execution and delivery:

4. There has been no prior exercise of the warrant of attorney to confess judgment, contained in this instrument, in any jurisdiction.

5. (a) No default is required under the terms of this instrument; or—~~(b) The Defendant(s) has defaulted in payment of this instrument as follows:~~ (strike out one)

6. The amount due and payable on this instrument is as follows:

Principal	\$ 150,000.00
Interest due to date	\$ 3,822.00
Attorneys Commission	\$ 4,000.00
Total	\$ 157,822.00

7. One Hundred Fifty Seven Thousand Eight Hundred Twenty Two (\$157,822.00) together with interest from November 22, 2002 is due the Plaintiff and the entry of a judgment against the Defendant(s) for that amount is requested.

*Dale A. Allgeier*

Attorney for Plaintiff

AFFIDAVIT FOR A CORPORATION  
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF JEFFERSON

{ ss.

Before me, the undersigned authority, there appeared DANIEL R. HAUGER, who being duly sworn according to law, deposes and says that he is Assistant Secretary of William G. Satterlee & Sons, Inc., a corporation, Plaintiff herein; that he is authorized to make this Affidavit, that he is familiar with the facts averred in the foregoing Complaint and that they are true and correct.

Sworn to and subscribed before me this  
20th day of November 2002

*Dale A. Allgeier*

Notarial Seal  
Sally A. Allgeier Notary Public  
Brockway Board, Jefferson County  
My Commission #4404/M/Officer 2003

AFFIDAVIT FOR AN INDIVIDUAL  
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

{ ss.

Before me, the undersigned authority, there appeared BARRY E. YOUNG, who being duly sworn according to law, deposes and says that he is the Plaintiff herein; that the facts averred in the foregoing Complaint are true and correct.

Sworn to and subscribed before me this  
day of

20

Plaintiff

Title of Officer

COURT OF COMMON PLEAS OF

CLEARFIELD County,

Term, 2002

No. \_\_\_\_\_

WILLIAM G. SATTERLEE &  
SONS, INC., Plaintiff

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually, Defendants

Statement in Assumpsit and Confession  
of Judgment

Judgment, - - - - - \$ \_\_\_\_\_

Debt, - - - - - \$ \_\_\_\_\_

Attorneys Commission, - \$ \_\_\_\_\_

Int. from \_\_\_\_\_

Filed and judgment entered thereon the  
day of \_\_\_\_\_

20 \_\_\_\_\_

*John J. Poffenbarger*  
John J. Poffenbarger  
Prothonotary.  
Attorney for Plaintiff.

The precise address of the Plaintiff herein is 12475 Route 119 Hwy North,  
Rockester Mills, PA (15771).  
is BARRY E. YOUNG, RD #1, Westover, Clearfield County, PA (16692);  
and the last known address of the Defendant(s)  
is DALE A. AUGENSTEIN, 211 Hickory Terrace Lane, Hollidaysburg, Blair County, PA (16648).

Pursuant to the authority contained in the warrant of attorney (a. the original of which is  
attached) (b. a copy of which is attached) to the Complaint filed in this action, I appear for the  
Defendant(s) and confess judgment in favor of the Plaintiff and against Defendant(s) as follows:

CONFESSIOIN OF JUDGMENT

Debt	\$ 150.000.00	Interest to Date	\$ 3,822.00	Attorneys Commission	\$ 4,000.00	Total	\$ 157,822.00	With Interest from the 22nd day of November 2002	Attorney for Defendant
With Interest to Date 2002									
and DALE A. AUGENSTEIN, Individually,									
BARRY E. YOUNG, Individually, and DALE A. AUGENSTEIN, Individually.									
Plaintiff									
SONS, INC.,									
IN THE COURT OF COMMON PLEAS OF									
CLEARFIELD County									
No. _____									
Term, 2002									

# GUARANTEE

William G Satterlee & Sons, Inc.  
RD 1 Box 173  
Rochester Mills, Pennsylvania 15771

Gentlemen:

The undersigned, intending to be legally bound hereby, and in order to induce William G Satterlee & Sons, Inc. and its affiliates (collectively, "you") to sell, or to continue to sell, petroleum products to:

K & J Coal Co., Inc.  
P. O. Box 189  
Westover, Pa. 16692

and to extend, or to continue to extend, credit to Customer does hereby unconditionally guarantee the prompt and punctual payment to you of:

- (a) Customer's outstanding balance owed to you in excess of \$100,000. or, \$150,000., whichever is the lesser.
- (b) all interest thereon ("Interest"); and
- (c) all costs, including reasonable attorneys' fees, paid or incurred by you in endeavoring to collect from Customer or the undersigned, any part of the Indebtedness and/or Interest (collectively "Cost"), up to a maximum dollar amount of \$\_\_\_\_\_.

The undersigned waives notice of any sale of petroleum products to Customer or the incurring of any Indebtedness and consents to any extensions, renewals and forbearances granted by you with respect to any Indebtedness and to your release thereto, and agrees that you may grant such extensions, renewals, forbearances and releases without further authority from the undersigned and without affecting or impairing this Guarantee.

The undersigned waives any requirement that you take any action or exhaust any right against Customer. The undersigned agrees that its liability to you shall be primary, and that with respect to any right of action which may accrue to you hereunder, you may, at your option, proceed against the undersigned and Customer jointly and/or severally, or proceed immediately against the undersigned without having commenced any action against or having obtained any judgement against Customer.

This guarantee may be terminated only by written notice to you from the undersigned to make no further sales to and accept no further Indebtedness of Customer in reliance hereon. After receipt of such notice, this Guarantee shall continue as to all Indebtedness then in existence (including all extensions and renewals thereof), all Interest and all Costs, but shall not extend to other Indebtedness of Customer thereafter incurred.

The undersigned warrants and represents that he has the lawful power and authority to make and deliver this Guarantee and that this Guarantee is its valid and legally binding obligation.

THE UNDERSIGNED HEREBY EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORDS WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR UNDERSIGNED AND TO CONFESS JUDGMENT AS OFTEN AS NECESSARY AGAINST UNDERSIGNED IN FAVOR OF THE HOLDER OF THIS GUARANTEE, FOR THE ABOVE SUM PLUS INTEREST, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES. WITH RELEASE OF ALL ERRORS, UNDERSIGNED HEREBY WAIVES ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION.

This Guarantee shall be governed as to its validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania.

If this Guarantee is signed by more than one party, all references to the "undersigned" herein shall be deemed to refer to each of the undersigned and in that case, all obligations and liabilities hereunder shall be the joint and several obligations and liabilities of the undersigned.

Very truly yours,

ATTEST:

BY Bailey 347

BY Dale A. Augenstein

DATED 7/18/01

MAR 14 2003

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)  
P.R.C.P. 3101 TO 3149William A. Shaw  
ProthonotaryWILLIAM G. SATTERLEE &  
SONS, INC.,

Plaintiff

vs.

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually,

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ..... Term ..... E.D.

No. 1849 Term 2002 C.D.

PRAECIPE FOR WRIT OF EXECUTION  
(MONEY JUDGEMENT)

To the Prothonotary: ISSUE WRITE OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of BLAIR County, Pennsylvania;  
 (2) against BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually Defendant(s);  
 (3) and against C&G Savings Bank, First National Bank, Hollidaysburg Trust Co.,  
Investment Savings Bank, Mellon Bank, Reliance Bank Garnishee(s);  
 (4) and index this writ  
 (a) against BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually Defendant(s) and  
 (b) against C&G Savings Bank, First National Bank, Hollidaysburg Trust Co.,  
Investment Savings Bank, Mellon Bank, Reliance Bank Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows: (Specifically describe property)

Any and all bank accounts, Certificates of Deposit, business or escrow accounts, savings accounts, and any other accounts in the above-mentioned Banks/Garnishees in the name of BARRY E. YOUNG, individually, or DALE A. AUGENSTEIN, individually, or BARRY E. YOUNG and DALE A. AUGENSTEIN, jointly. (See attached list of Garnishees and addresses.)

All furniture, equipment, vehicles, Accounts Receivable, proceeds from any transaction on the sales of real estate or personal property, all office or other equipment and furniture, personal property or any other tangible property.

Any and all Stock, Certificates of Ownership Interest, or other property interests in which BARRY E. YOUNG and/or DALE A. AUGENSTEIN have an ownership interest in, or with any interest in any entity or company.

Defendant BARRY E. YOUNG may be found at RD #1, Westover, PA (16692).

Defendant DALE A. AUGENSTEIN may be found at 211 Hickory Terrace Lane, Hollidaysburg, PA (16648).

(5) Amount due	\$ <u>157,822.00</u>
Attorney's Commission - - - -	\$ <u>1,000.00</u>
Interest from <u>11/22/02</u> to <u>03/12/03</u>	\$ <u>2,853.40</u>
	Total \$ <u>161,675.40</u> Plus costs

Dated 3-12-03

Ross F. Ferraro, Esq. Attorney for Plaintiff(s)


 Prothonotary costs \$ 60.00

## NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b) the county should be indicated.

Under Rule 3103(c) a writ issued on a transferred judgement may be directed only to the sheriff of the county in which issued.

Paragraph (3) above should be completed only if a named garnishee is to be included in the writ.

Paragraph (4) (a) should be completed only if indexing of the execution in the county of issuance, is desired as authorized by Rule 3104(a). When the writ issues to another county indexing is required as of course in that county by the prothonotary. See Rule 3104(b).

Paragraph (4) (b) should be completed only if real property in the name of a garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

No. .... TERM, E.D.  
No. 1849 TERM, 2002 C.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE & SONS, INC.,  
Plaintiff

vs

BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually,  
Defendants

---

PRAECIPE FOR WRIT OF EXECUTION  
(Money Judgements)  
P.R.C.P. 3101 to 3149 etc.

---

Filed ..... 2003 .....

*Ross F. Ferraro*  
Ross F. Ferraro, Esq. Attorney for Plaintiff(s)

FERRARO & YOUNG (314) 268-2202  
690 MAIN STREET BROCKWAY, PA 15824

Address: Where papers may be served.

**BLAIR COUNTY:**

**C&G SAVINGS BANK**  
408 Allegheny Street  
Hollidaysburg, PA 16648

**FIRST NATIONAL BANK**  
805 Logan Blvd.  
Hollidaysburg, PA 16648

**HOLLIDAYSBURG TRUST CO.**  
224 Allegheny Street, Suite. 1  
Hollidaysburg, PA 16648

**INVESTMENT SAVINGS BANK**  
322 Allegheny Street  
Hollidaysburg, PA 16648

**MELLON BANK**  
312 Allegheny Street  
Hollidaysburg, PA 16648

**RELIANCE BANK**  
904 Blair Street  
Hollidaysburg, PA 16648

FILED

4th fl.  
2000

MR 1Q 42-684

MAR 14 2003

1cc & 12 units to Blair Co. Postmaster

William A. Shaw  
Prothonotary

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

William G. Satterlee & Sons, Inc., Plaintiff  
Vs.

NO.: 2002-01849-CD

**COPY**

Barry E. Young, Individually, and Dale A. Augenstein, Individually  
Defendants

C&G Savings Bank, First National Bank, Hollidaysburg Trust Co., Investment Savings Bank, Mellon Bank, and Reliance Bank, Garnishees

**TO THE SHERIFF OF BLAIR COUNTY:**

To satisfy the debt, interest and costs due WILLIAM G. SATTERLEE & SONS, INC., Plaintiff from BARRY E. YOUNG and DALE A. AUGENSTEIN, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

C&G Savings Bank, First National Bank, Hollidaysburg Trust Co., Investment Savings Bank, Mellon Bank, and Reliance Bank, Garnishees as follows:

Any and all bank accounts, Certificates of Deposit, business or escrow accounts, savings accounts, and any other accounts in the above-mentioned Banks/Garnishees in the name of Barry E. Young, individually, or Dale A. Augenstein, individually, or Barry E. Young and Dale A. Augenstein, jointly.

All furniture, equipment, vehicles, Accounts Receivable, proceeds from any transaction on the sales of real estate or personal property, all office or other equipment and furniture, personal property or any other tangible property.

Any and all Stock, Certificates of Ownership Interest, or other property interests in which Barry E. Young and/or Dale A. Augenstein have an ownership interest in, or with any interest in any entity or company.

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$161,675.40  
INTEREST from 11/22/02 to 3/12/03: \$2,853.40  
PROTH. COSTS: \$  
ATTY'S COMM: \$1,000.00  
DATE: 03/14/2003

PAID: \$60.00  
SHERIFF: \$  
OTHER COSTS: \$

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Sheriff

Requesting Party: Ross F. Ferraro, Esq.  
690 Main Street  
Brockway, PA 15824

MAR 14 2003

## PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)

P.R.C.P. 3101 TO 3149

William A. Shaw  
ProthonotaryWILLIAM G. SATTERLEE &  
SONS, INC.,

Plaintiff

vs.

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually,

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ..... Term ..... E.D.

No. 1849 Term 2002 C.D.

PRAECIPE FOR WRIT OF EXECUTION  
(MONEY JUDGEMENT)

To the Prothonotary: ISSUE WRITE OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;  
 (2) against BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually Defendant(s);  
 (3) and against CSB Bank, County National Bank, Northwest Savings Bank,  
First Commonwealth Bank Garnishee(s);  
 (4) and index this writ  
   (a) against BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually Defendant(s) and  
   (b) against CSB Bank, County National Bank, Northwest Savings Bank,  
First Commonwealth Bank Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows: (Specifically describe property)

Any and all bank accounts, Certificates of Deposit, business or escrow accounts, savings accounts, and any other accounts in the above-mentioned Banks/Garnishees in the name of BARRY E. YOUNG, individually, or DALE A. AUGENSTEIN, individually, or BARRY E. YOUNG and DALE A. AUGENSTEIN, jointly. (See attached list of Garnishees and addresses.)

All furniture, equipment, vehicles, Accounts Receivable, proceeds from any transaction on the sales of real estate or personal property, all office or other equipment and furniture, personal property or any other tangible property.

Any and all Stock, Certificates of Ownership Interest, or other property interests in which BARRY E. YOUNG and/or DALE A. AUGENSTEIN have an ownership interest in, or with any interest in any entity or company.

Defendant BARRY E YOUNG may be found at RD #1, Westover, PA (16692).

Defendant DALE A. AUGENSTEIN may be found at 211 Hickory Terrace Lane, Hollidaysburg, PA (16648).

(5) Amount due	\$ 157,822.00
Attorney's Commission - - - - -	\$ 1,000.00
Interest from <u>11/22/02</u> to <u>03/12/03</u>	\$ 2,853.40
	\$ 161,675.40
Total	Plus costs

Prothonotary costs 40.00

Dated 3-12-03

Ross F. Ferraro, Esq. Attorney for Plaintiff(s)

## NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b) the county should be indicated.

Under Rule 3103(c) a writ issued on a transferred judgement may be directed only to the sheriff of the county in which issued.

Paragraph (3) above should be completed only if a named garnishee is to be included in the writ.

Paragraph (4) (a) should be completed only if indexing of the execution in the county of issuance, is desired as authorized by Rule 3104(a). When the writ issues to another county indexing is required as of course in that county by the prothonotary. See Rule 3104(b).

Paragraph (4) (b) should be completed only if real property in the name of a garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

No. .... TERM, ..... E.D.  
No. .... 1849 .... TERM, 2002 C.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE & SONS, INC.,  
Plaintiff

vs

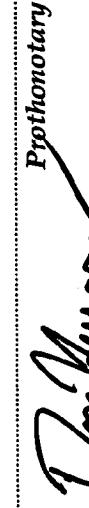
BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually,  
Defendants

---

PRAECEIPE FOR WRIT OF EXECUTION  
(Money Judgements)  
P.R.C.P. 3101 to 3149 etc.

---

Filed ..... / ..... 2003

  
Ross F. Ferraro, Esq. Prothonotary

Ross F. Ferraro, Esq. Attorney for Plaintiff(s)  
FERRARO & YOUNG (814) 268-2202  
690 MAIN STREET BROCKWAY, PA 15824

Address: Where papers may be served.

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

William G. Satterlee & Sons, Inc., Plaintiff

Vs.

NO.: 2002-01849-CD

**COPY**

Barry E. Young, Individually, and Dale A. Augenstein, Individually  
Defendants

CSB Bank, County National Bank, Northwest Savings Bank, First Commonwealth Bank  
Garnishees

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WILLIAM G. SATTERLEE & SONS, INC., Plaintiff from BARRY E. YOUNG and DALE A. AUGENSTEIN, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
CSB Bank, County National Bank, Northwest Savings Bank, and First Commonwealth Bank, Garnishees as follows:

Any and all bank accounts, Certificates of Deposit, business or escrow accounts, savings accounts, and any other accounts in the above-mentioned Banks/Garnishees in the name of Barry E. Young, individually, or Dale A. Augenstein, individually, or Barry E. Young and Dale A. Augenstein, jointly.

All furniture, equipment, vehicles, Accounts Receivable, proceeds from any transaction on the sales of real estate or personal property, all office or other equipment and furniture, personal property or any other tangible property.

Any and all Stock, Certificates of Ownership Interest, or other property interests in which Barry E. Young and/or Dale A. Augenstein have an ownership interest in, or with any interest in any entity or company.

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$161,675.40

PAID: \$40.00

INTEREST from 11/22/02 to 3/12/03: \$2,853.40

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$1,000.00

DATE: 03/14/2003

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Ross F. Ferraro, Esq.  
690 Main Street  
Brockway, PA 15824-1610

Sheriff

**CLEARFIELD COUNTY:**

**CSB BANK**  
900 Rivers Road  
Clearfield, PA 16830

**COUNTY NATIONAL BANK**  
1 S. 2<sup>nd</sup> Street  
Clearfield, PA 16830

**NORTHWEST SAVINGS BANK**  
1200 S. 2<sup>nd</sup> Street  
Clearfield, PA 16830

**FIRST COMMONWEALTH BANK**  
1800 Daisy Street Ext.  
Clearfield, PA 16830

FILED

Atty pd.  
20.00

19:08-01  
MAR 14 2003

1cc & 10 wnts to Sheriff

William A. Shaw  
Prothonotary

E  
~~EEZ~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

WILLIAM G. SATTERLEE & SONS, INC. , :  
Plaintiff

vs.

BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN, individually,  
Defendants

: No. 2002-1849-CD

: TYPE OF DOCUMENT:

: DEFENDANTS' PETITION TO STRIKE  
: OFF AND/OR OPEN CONFESSED  
: JUDGMENT AND TO QUASH WRIT  
: OF EXECUTION

: COUNSEL FOR DEFENDANTS:

: David J. Novak, Esquire  
: SPENCE, CUSTER, SAYLOR, WOLFE  
: & ROSE  
: 400 AmeriServ Financial Building  
: P.O. Box 280  
: Johnstown, PA 15907  
: (814) 536-0735  
: PA I.D. #53532

FILED

APR 03 2003

m/11:55/m  
William A. Shaw  
Prothonotary

2 Cents to Army

JKD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

WILLIAM G. SATTERLEE & SONS, INC. ,	:
Plaintiff	:
	:
vs.	:
	:
BARRY E. YOUNG, individually,	:
and DALE A. AUGENSTEIN, individually,	:
Defendants	:
	:
	:

**DEFENDANTS' PETITION TO STRIKE OFF AND/OR OPEN CONFESSED  
JUDGMENT AND TO QUASH WRIT OF EXECUTION**

COMES NOW your Defendants, Barry E. Young and Dale A. Augenstein, by and through their counsel, Spence, Custer, Saylor, Wolfe & Rose, and do file this Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution in which the following is a statement, to wit:

**I. PETITION TO STRIKE/ AND/OR OPEN**

1. Plaintiff, William G. Satterlee & Sons, Inc., commenced this action on November 25, 2002, by filing a Complaint in Confession of Judgment and Confession of Judgment upon a Guarantee executed by Dale A. Augenstein dated July 18, 2001, with a true and correct copy of the Complaint in Confession of Judgment and Confession of Judgment being attached hereto and incorporated herein as Exhibit "A".

2. Defendant Barry E. Young's signature appears only as a witness to the signature of Dale A. Augenstein; therefore, the Confession of Judgment against the above-named Defendants must be stricken.

3. Pa.R.C.P. 2952 (3) requires that a Complaint in Confession of Judgment contain an averment that the judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

4. The Complaint in Confession of Judgment fails to comply with Pa.R.C.P. 2952(3); therefore, the Confession of Judgment against the above-named Defendants must be stricken.

5. The Guarantee attached to the Complaint in Confession of Judgment is a Guarantee for the account of K&J Coal Company, Inc. and only guarantees K&J's outstanding balance due and owing the Plaintiff that is in excess of \$100,000.00, or \$150,000.00, whichever is lesser.

6. Plaintiff has failed to aver the outstanding balance due by K&J Coal; therefore, it is impossible to determine on the face of the Guarantee and/or the Complaint the amount that is actually being guaranteed and/or owed by the Guarantor.

7. Despite the fact that the Plaintiff has not alleged K&J's outstanding balance and/or that the Guarantee, on its face, fails to indicate the amount that is actually guaranteed, Plaintiff has entered judgment in the principal amount of \$150,000.00 which cannot be readily ascertained upon review of the Complaint in Confession of Judgment and/or the Guarantee; therefore, the Complaint in Confession of Judgment must be stricken.

8. The Complaint in Confession of Judgment requests an attorney's commission in the amount of \$4,000.00, but it is submitted that said attorney's commission is unreasonable and/or cannot be determined by the terms and conditions of the Warrant of Attorney; therefore, the Confession of Judgment filed in the above-captioned matter must be stricken.

9. As indicated above, it is submitted that the Guarantee of the K&J Coal Company account with the Plaintiff only guarantees the amount owed on the K&J account in excess of \$100,000.00, or \$150,000.00, whichever is lesser and it is hereby averred that the amount due and owing pursuant to the terms and conditions of the Guarantee is significantly less than the \$150,000.00 principal amount as alleged by the Plaintiff in the Complaint in Confession of Judgment.

WHEREFORE, the above-captioned Defendants respectfully request that this Honorable Court strike and/or open the confessed judgment for the reasons stated herein and further, the Defendants above-named respectfully request this Honorable Court to enter a Rule to Show Cause upon the Plaintiff why the judgment by confession should not be struck off and/or opened.

## II. PETITION TO QUASH WRIT OF EXECUTION

10. Paragraphs 1 through 9 above are incorporated herein by reference.

11. On or about March 14, 2003, the Plaintiff caused to be issued a Writ of Execution pursuant to Praecipes for Writ of Execution, copies of said Praecipes and Writs are attached hereto as Exhibit "B".

12. Pa.R.C.P. 2957(b) provides that the Praecipe shall contain the words "confessed judgment" immediately below the title of the Praecipe and that the Praecipe contain a Certification that the Prothonotary is authorized to issue the Praecipe because notice has been served pursuant to Pa.R.C.P. 2958.1, 2958.2 or 2958.3.

13. It is submitted that the Praeclipe filed on behalf of the above-named Plaintiff fails to contain the words "confessed judgment" immediately below the title of the Praeclipe and fails to certify that notice has been provided to the Defendants pursuant to 2958.1, 2958.2 and/or 2958.3.

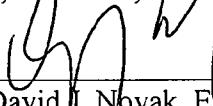
14. It is hereby averred that the Plaintiff herein has failed to provide any notice to either Defendant pursuant to Pa.R.C.P. 2958.1, 2958.2 and/or 2958.3.

15. For the reasons stated above, it is hereby submitted that it was improper for the Prothonotary of Clearfield County to issue a Writ of Execution directed to the Sheriff of Clearfield County and/or the Sheriff of Blair County; therefore, the Writ of Execution must be quashed.

WHEREFORE, the above-named Defendants respectfully request this Honorable Court to enter an Order quashing the Writs of Execution directed to the Sheriffs of Clearfield County and Blair County.

Respectfully submitted,  
SPENCE, CLUSTER, SAYLOR, WOLFE & ROSE

BY \_\_\_\_\_

  
David J. Novak, Esquire  
Attorney for Defendants  
400 AmeriServ Financial Building  
P.O. Box 280  
Johnstown, Pennsylvania 15907  
(814) 536-0735  
PA I.D. #53532

68-T—Statement and Confession of Judgment Note  
Henry Hall, Inc., Indiana, Pa.

2002-1849-50

WILLIAM G. SATTERLEE &  
SONS, INC.,

Plaintiff

vs.  
BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually.

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD County

No.	Term, 2002
Debt	\$ 150,000.00
Interest to Date	\$ 3,822.00
Attorneys Commission	\$ 4,000.00
Total	\$ 157,822.00

With Interest From November 22, 2002

## COMPLAINT IN CONFESSION OF JUDGMENT

- Plaintiff is a corporation (or an individual) with its principal place of business at (or who resides at) 12475 Route 119 HWY North, Rochester Mills, PA (15771)
- Defendant(s) is an individual who resides at BARRY E. YOUNG, RD #1, Westover, Clearfield County, PA (16692); DALE A. AUGENSTEIN, 211 Hickory Terrace Lane, Hollidaysburg, Blair County, PA (16648)
- Attached hereto is a photostatic copy (or original) of an instrument showing the Defendant's signature. The copy attached is a true and correct reproduction of the original.
- The following assignment(s) of the instrument has been made since its execution and delivery:
- There has been no prior exercise of the warrant of attorney to ~~co~~ and ~~attest~~ copy of the original statement filed in this case.
- (a) No default is required under the terms of this instrument; or ~~(b) The defendant(s) is~~ (strike out one)

6. The amount due and payable on this instrument is as follows:  
 Principal \$ 150,000.00  
 Interest due to date \$ 3,822.00 Attest *William*  
 Attorneys Commission \$ 4,000.00 Prothonotary:  
 Total \$ 157,822.00 Clerk of Courts

7. One Hundred Fifty Seven Thousand Eight Hundred Twenty Two (\$157,822.00) together with interest from November 22, 2002 is due the Plaintiff and the entry of a judgment against the Defendant(s) for that amount is requested.

NOV 25 2002

Attorney for Plaintiff.

## AFFIDAVIT FOR A CORPORATION

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF JEFFERSON

ss.

Before me, the undersigned authority, there appeared DANIEL R. HAUGER, who being duly sworn according to law, deposes and says that he is Assistant Secretary of William G. Satterlee & Sons, Inc., a corporation, Plaintiff herein; that he is authorized to make this Affidavit, that he is familiar with the facts averred in the foregoing Complaint and that they are true and correct.

Sworn to and subscribed before me this  
20th day of November 2002.

*Daniel R. Hauger*  
Sally A. Miller, Notary Public  
Buckway Bank & Trust Company  
My Commission Expires Mar. 26, 2003

## AFFIDAVIT FOR AN INDIVIDUAL

COMMONWEALTH OF PENNSYLVANIA

ss.

Before me, the undersigned authority, there appeared *BARRY E. YOUNG*, who being duly sworn according to law, deposes and says that he is the Plaintiff herein; that the facts averred in the foregoing Complaint are true and correct.

Sworn to and subscribed before me this  
day of 20

Plaintiff

## EXHIBIT "A"

Title of Officer

WILLIAM C. SATTERLEE &  
SONS, INC.

Plaintiff

vs.

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually.

Defendants

## IN THE COURT OF COMMON PLEAS OF

CLEARFIELD County

No.

Term, 2002

Debt

\$ 150,000.00

Interest to Date

\$ 3,822.00

Attorneys Commission

\$ 4,000.00

Total

\$ 157,822.00

With Interest From November 22, 2002

## CONFESION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney (a, the original of which is attached) (b, a copy of which is attached) to the Complaint filed in this action, I appear for the defendant(s) and confess judgment in favor of the Plaintiff and against Defendant(s) as follows:

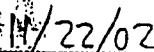
Principal	\$ 150,000.00
Interest to Date	\$ 3,822.00
Attorneys Commission	\$ 4,000.00
Total	\$ 157,822.00

With Interest from the  
22nd day of November  
2002

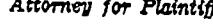


Attorney for Defendant

The precise address of the Plaintiff herein is 12475 Route 119 HWY North,  
Rochester Mills, PA (15771) and the last known address of the Defendant(s)  
is BARRY E. YOUNG, RD #1, Westover, Clearfield County, PA (16692);  
DALE A. AUGENSTEIN, 211 Hickory Terrace Lane, Hollidaysburg, Blair County, PA (16648)



Date



Attorney for Plaintiff

## COURT OF COMMON PLEAS OF

CLEARFIELD County,

Term, 2002

No.

WILLIAM C. SATTERLEE &  
SONS, INC.

Plaintiff

versus

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually.

Defendants

Statement in Assumpsit and Confession  
of Judgment

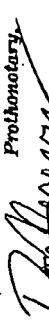
Judgment, - - - - \$ - - - -

Debt, - - - - \$ - - - -

Attorneys Commission, - \$ - - - -

Int. from Filed and judgment entered thereon the  
day of

20 -


Prothonotary  
Attorney for Plaintiff

## GUARANTEE

William G Satterlee & Sons, Inc.  
RD 1 Box 173  
Rochester Mills, Pennsylvania 15771

Gentlemen,

The undersigned, intending to be legally bound hereby, and in order to induce William G Satterlee & Sons, Inc. and its affiliates (collectively, "you") to sell, or to continue to sell, petroleum products to:

K & J Coal Co., Inc.  
P. O. Box 189  
Westover, Pa. 16692

and to extend, or to continue to extend, credit to Customer does hereby unconditionally guarantee the prompt and punctual payment to you of:

- (a) Customer's outstanding balance owed to you in excess of \$100,000. or, \$150,000., whichever is the lesser.
- (b) all interest thereon ("Interest"); and
- (c) all costs, including reasonable attorneys' fees, paid or incurred by you in endeavoring to collect from Customer or the undersigned, any part of the Indebtedness and/or Interest (collectively "Cost"), up to a maximum dollar amount of \$\_\_\_\_\_.

The undersigned waives notice of any sale of petroleum products to Customer or the incurring of any Indebtedness and consents to any extensions, renewals and forbearances granted by you with respect to any Indebtedness and to your release thereto, and agrees that you may grant such extensions, renewals, forbearances and releases without further authority from the undersigned and without affecting or impairing this Guarantee.

The undersigned waives any requirement that you take any action or exhaust any right against Customer. The undersigned agrees that its liability to you shall be primary, and that with respect to any right of action which may accrue to you hereunder, you may, at your option, proceed against the undersigned and Customer jointly and/or severally, or proceed immediately against the undersigned without having commenced any action against or having obtained any judgement against Customer.

This guarantee may be terminated only by written notice to you from the undersigned to make no further sales to and accept no further Indebtedness of Customer in reliance hereon. After receipt of such notice, this Guarantee shall continue as to all Indebtedness then in existence (including all extensions and renewals thereof), all Interest and all Costs, but shall not extend to other Indebtedness of Customer thereafter incurred.

The undersigned warrants and represents that he has the lawful power and authority to make and deliver this Guarantee and that this Guarantee is its valid and legally binding obligation.

THE UNDERSIGNED HEREBY EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORDS WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR UNDERSIGNED AND TO CONFESS JUDGMENT AS OFTEN AS NECESSARY AGAINST UNDERSIGNED IN FAVOR OF THE HOLDER OF THIS GUARANTEE, FOR THE ABOVE SUM PLUS INTEREST, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES, WITH RELEASE OF ALL ERRORS. UNDERSIGNED HEREBY WAIVES ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION.

This Guarantee shall be governed as to its validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania.

If this Guarantee is signed by more than one party, all references to the "undersigned" herein shall be deemed to refer to each of the undersigned and in that case, all obligations and liabilities hereunder shall be the joint and several obligations and liabilities of the undersigned.

Very truly yours,

ATTEST:

BY Barry S. Fl

BY Doll A. Cuningham

DATED 7/19/01

MAR 14 2003

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)  
P.R.C.P. 3101 TO 3149William A. Shaw  
ProthonotaryWILLIAM G. SATTERLEE &  
SONS, INC.

Plaintiff

vs.

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually,

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_ Term \_\_\_\_\_ E.D.

No. 1849 Term 2002 C.D.

PRAECIPE FOR WRIT OF EXECUTION  
(MONEY JUDGEMENT)

To the Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;  
 (2) against BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually Defendant(s);  
 (3) and against CSD Bank, County National Bank, Northwest Savings Bank,  
First Commonwealth Bank Garnishee(s);  
 (4) and index this writ  
 (a) against BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually Defendant(s) and  
 (b) against CSD Bank, County National Bank, Northwest Savings Bank,  
First Commonwealth Bank Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows: (Specifically describe property)

Any and all bank accounts, Certificates of Deposit, business or escrow accounts, savings accounts, and any other accounts in the above-mentioned Banks/Garnishees in the name of BARRY E. YOUNG, individually, or DALE A. AUGENSTEIN, individually, or BARRY E. YOUNG and DALE A. AUGENSTEIN, jointly. (See attached list of Garnishees and addresses.)

All furniture, equipment, vehicles, Accounts Receivable, proceeds from any transaction on the sales of real estate or personal property, all office or other equipment and furniture, personal property or any other tangible property.

Any and all Stock, Certificates of Ownership Interest, or other property interests in which BARRY E. YOUNG and/or DALE A. AUGENSTEIN have an ownership interest in, or with any interest in any entity or company.

Defendant BARRY E YOUNG may be found at RD #1, Westover, PA (16692).

Defendant DALE A. AUGENSTEIN may be found at 211 Hickory Terrace Lane, Hollidaysburg, PA (16648).

(5) Amount due  
 Attorney's Commission - - - - - \$ 157,822.00  
 Interest from 11/22/02 to 03/12/03 \$ 1,000.00  
 Total \$ 2,853.40  
 \$ 161,675.40 Plus costs

Dated 3-12-03

*Tom Ferraro*  
Tom Ferraro, Prothonotary (Lis 40-00)

## NOTE

Under paragraph (3) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b) the county should be indicated.

Under Rule 3103(c) a writ issued on a transferred judgement may be directed only to the sheriff of the county in which issued.

Paragraph (3) above should be completed only if a named garnishee is to be included in the writ.

Paragraph (4) (a) should be completed only if indexing of the execution in the county of issuance, is desired as authorized by Rule 3104(c). When the writ issues to another county indexing is required as of course in that county by the prothonotary. See Rule 3104(b).

Paragraph (4) (b) should be completed only if real property in the name of a garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

No. 1849 TERM, 2002 C.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE & SONS, INC.,

94

BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually,  
Plaintiffs,

**PRAECL<sup>E</sup> FOR WRIT OF EXECUTION  
(Money Judgements)  
P.R.C.P. 3101 to 3149 etc.**

Filed  
2003

Pythonotary

*Ross F. Ferraro, Esq. Attorney for Plaintiff(s)*

**KOSS R. FERRARO, Esq. Attorney for Plaintiff(s)**  
**FERRARO & YOUNG (814) 258-2202**  
**690 MAIN STREET BROCKWAY, PA 15824**

Address:  
Where papers may be served.

**CLEARFIELD COUNTY:**

**CSB BANK**  
900 Rivers Road  
Clearfield, PA 16830

**COUNTY NATIONAL BANK**  
1 S. 2<sup>nd</sup> Street  
Clearfield, PA 16830

**NORTHWEST SAVINGS BANK**  
1200 S. 2<sup>nd</sup> Street  
Clearfield, PA 16830

**FIRST COMMONWEALTH BANK**  
1800 Daisy Street Ext.  
Clearfield, PA 16830

~~WITNESS EXECUTION AND OR ATTACHMENT~~  
**COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD**  
**CIVIL ACTION - LAW**

William G. Satterlee & Sons, Inc., Plaintiff  
 Vs.

NO.: 2002-01849-CD

**CCPY**

Barry E. Young, Individually, and Dale A. Augenstein, Individually  
 Defendants

CSB Bank, County National Bank, Northwest Savings Bank, First Commonwealth Bank  
 Garnishees

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WILLIAM G. SATTERLEE & SONS, INC., Plaintiff from BARRY E. YOUNG and DALE A. AUGENSTEIN, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
 CSB Bank, County National Bank, Northwest Savings Bank, and First Commonwealth Bank, Garnishees as follows:

Any and all bank accounts, Certificates of Deposit, business or escrow accounts, savings accounts, and any other accounts in the above-mentioned Banks/Garnishees in the name of Barry E. Young, individually, or Dale A. Augenstein, individually, or Barry E. Young and Dale A. Augenstein, jointly.

All furniture, equipment, vehicles, Accounts Receivable, proceeds from any transaction on the sales of real estate or personal property, all office or other equipment and furniture, personal property or any other tangible property.

Any and all Stock, Certificates of Ownership Interest, or other property interests in which Barry E. Young and/or Dale A. Augenstein have an ownership interest in, or with any interest in any entity or company.

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$161,675.40  
 INTEREST from 11/22/02 to 3/12/03: \$2,853.40  
 PROTH. COSTS: \$  
 ATTYS COMM: \$1,000.00  
 DATE: 03/14/2003

PAID: \$40.00  
 SHERIFF: \$  
 OTHER COSTS: \$

\_\_\_\_\_  
 William A. Shaw  
 Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
 of \_\_\_\_\_ A.D. \_\_\_\_\_  
 At \_\_\_\_\_ A.M./P.M.

Requesting Party: Ross F. Ferraro, Esq.  
 690 Main Street  
 Brockway, PA 15824-1610

\_\_\_\_\_  
 Sheriff

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)  
P.R.C.P. 3101 TO 3149

William A. Shaw  
Prothonotary

WILLIAM G. SATTERLEE &  
SONS, INC.,

Plaintiff

v/s.

BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually,

Defendants

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_ Term \_\_\_\_\_ E.D.

No. 1849 Term 2002 C.D.

PRAECIPE FOR WRIT OF EXECUTION  
(MONEY JUDGEMENT)

To the Prothonotary: ISSUE WRITE OF EXECUTION IN THE ABOVE MATTER,

- (1) Directed to the Sheriff of BLAIR County, Pennsylvania;
- (2) against BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually Defendant(s);
- (3) and against C&G Savings Bank, First National Bank, Hollidaysburg Trust Co.,  
Investment Savings Bank, Mellon Bank, Reliance Bank Garnishee(s);
- (4) and index this writ
  - (a) against BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually Defendant(s) and
  - (b) against C&G Savings Bank, First National Bank, Hollidaysburg Trust Co.,  
Investment Savings Bank, Mellon Bank, Reliance Bank Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows: (Specifically describe property)

Any and all bank accounts, Certificates of Deposit, business or escrow accounts, savings accounts, and any other accounts in the above-mentioned Banks/Garnishees in the name of BARRY E. YOUNG, individually, or DALE A. AUGENSTEIN, individually, or BARRY E. YOUNG and DALE A. AUGENSTEIN, jointly. (See attached list of Garnishees and addressees.)

All furniture, equipment, vehicles, Accounts Receivable, proceeds from any transaction on the sales of real estate or personal property, all office or other equipment and furniture, personal property or any other tangible property.

Any and all Stock, Certificates of Ownership Interest or other property interests in which BARRY E. YOUNG and/or DALE A. AUGENSTEIN have an ownership interest in, or with any interest in any entity or company.

Defendant BARRY E. YOUNG may be found at RD #1, Westover, PA (16692).

Defendant DALE A. AUGENSTEIN may be found at 211 Hickory Terrace Lane, Hollidaysburg, PA (16648).

(5) Amount due	<u>\$ 157,822.00</u>
Attorney's Commission	<u>\$ 1,000.00</u>
Interest from <u>11/22/02</u> to <u>03/12/03</u>	<u>\$ 2,853.40</u>
Total	<u>\$ 161,675.40</u> Plus costs

Dated 3-12-03

*T. Ferraro* Prothonotary exists 6a.m.  
Ross F. Ferraro, Esq. Attorney for Plaintiff(s)

NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b) the county should be indicated.

Under Rule 3103(c) a writ issued on a transferred judgement may be directed only to the sheriff of the county in which issued.

Paragraph (3) above should be completed only if a named garnishee is to be included in the writ.

Paragraph (4) (a) should be completed only if indexing of the execution in the county of issuance, is desired as authorized by Rule 3104(a). When the writ issues to another county indexing is required as of course in that county by the prothonotary. See Rule 3104(b).

Paragraph (4) (b) should be completed only if real property in the name of a garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

No. TERM, E.D.  
No. 1849 TERM, 2002 C.D.  
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA

WILLIAM G. SATTERLEE & SONS, INC.,  
Plaintiff

vs

BARRY E. YOUNG, Individually, and  
DALE A. AUGENSTEIN, Individually,  
Defendants

PRAECLPICE FOR WRIT OF EXECUTION  
(Money Judgements)  
P.R.C.P. 3101 to 3149 etc.

Filed / 2003

  
Ross F. Ferraro, Esq. Attorney for Plaintiff(s)  
FERRARO & YOUNG (814) 268-2202  
690 MAIN STREET BROCKWAY, PA 15824

Address: Where papers may be served.

~~WRIT OF EXECUTION and/or ATTACHMENT~~  
**COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD**  
**CIVIL ACTION - LAW**

William G. Satterlee & Sons, Inc., Plaintiff  
 Vs.

NO.: 2002-01849-CD

*CC*

Barry E. Young, Individually, and Dale A. Augenstein, Individually  
 Defendants

C&G Savings Bank, First National Bank, Hollidaysburg Trust Co., Investment Savings Bank, Mellon Bank, and Reliance Bank, Garnishees

**TO THE SHERIFF OF BLAIR COUNTY:**

To satisfy the debt, interest and costs due WILLIAM G. SATTERLEE & SONS, INC., Plaintiff from BARRY E. YOUNG and DALE A. AUGENSTEIN, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

C&G Savings Bank, First National Bank, Hollidaysburg Trust Co., Investment Savings Bank, Mellon Bank, and Reliance Bank, Garnishees as follows:

Any and all bank accounts, Certificates of Deposit, business or escrow accounts, savings accounts, and any other accounts in the above-mentioned Banks/Garnishees in the name of Barry E. Young, individually, or Dale A. Augenstein, individually, or Barry E. Young and Dale A. Augenstein, jointly.

All furniture, equipment, vehicles, Accounts Receivable, proceeds from any transaction on the sales of real estate or personal property, all office or other equipment and furniture, personal property or any other tangible property.

Any and all Stock, Certificates of Ownership Interest, or other property interests in which Barry E. Young and/or Dale A. Augenstein have an ownership interest in, or with any interest in any entity or company.

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$161,675.40  
 INTEREST from 11/22/02 to 3/12/03: \$2,853.40  
 PROTH. COSTS: \$  
 ATTY'S COMM: \$1,000.00  
 DATE: 03/14/2003

PAID: \$60.00  
 SHERIFF: \$  
 OTHER COSTS: \$

\_\_\_\_\_  
 William A. Shaw  
 Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
 of \_\_\_\_\_ A.D. \_\_\_\_\_  
 At \_\_\_\_\_ A.M./P.M.

Requesting Party: Ross F. Ferraro, Esq.  
 690 Main Street  
 Brockway, PA 15824

Sheriff

BLAIR COUNTY:

**C&G SAVINGS BANK**  
408 Allegheny Street  
Hollidaysburg, PA 16648

**FIRST NATIONAL BANK**  
805 Logan Blvd.  
Hollidaysburg, PA 16648

**HOLLIDAYSBURG TRUST CO.**  
224 Allegheny Street, Suite. 1  
Hollidaysburg, PA 16648

**INVESTMENT SAVINGS BANK**  
322 Allegheny Street  
Hollidaysburg, PA 16648

**MELLON BANK**  
312 Allegheny Street  
Hollidaysburg, PA 16648

**RELIANCE BANK**  
904 Blair Street  
Hollidaysburg, PA 16648

VERIFICATION

I verify that the statements contained in this Petition are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Dale A. Augenstein  
Dale A. Augenstein, Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

WILLIAM G. SATTERLEE & SONS, INC. , :  
Plaintiff :  
vs. :  
: No. 2002-1849-CD  
BARRY E. YOUNG, individually, :  
and DALE A. AUGENSTEIN, individually, :  
Defendants :  
:

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, upon consideration of the  
Defendants' Petition to Strike Off and/or Open Confessed Judgment and to Quash to Writ of  
Execution, it is hereby ORDERED, ADJUDGED AND DECREED, that the judgment by  
confession filed in the above-captioned matter is hereby stricken and the writs of execution  
directed to the Sheriffs of Clearfield County and Blair County are hereby quashed.

BY THE COURT:

\_\_\_\_\_  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

WILLIAM G. SATTERLEE & SONS, INC. , :  
Plaintiff :  
: vs. :  
: :  
BARRY E. YOUNG, individually, : No. 2002-1849-CD  
and DALE A. AUGENSTEIN, individually, :  
Defendants :  
:

ORDER

AND NOW, this 4 day of April, 2003, upon consideration of the foregoing petition, it is hereby ordered that:

1. A rule is issued upon the respondent to show cause why the petitioner is not entitled to the relief requested;
2. The respondent shall file an answer to the petition within twenty days of service upon the respondent;
3. The petition shall be decided under Pa.R.C.P. No. 206.7;
4. Argument shall be held on the 20 day of May, 2003, in Courtroom 1 of the Clearfield County Courthouse, at 3:00 P.M.
5. All execution proceedings shall be stayed pending disposition of the rule; and
6. Notice of the entry of this order shall be provided to all parties by the petitioner.

BY THE COURT:

J.

**FILED**

APR 07 2003  
o 111:00 AM  
William A. Shaw  
Prothonotary  
2 CFMT TO ATT  
8491

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

WILLIAM G. SATTERLEE & SONS, INC. ,	:
Plaintiff	:
vs.	:
	: No. 2002-1849-CD
BARRY E. YOUNG, individually,	:
and DALE A. AUGENSTEIN, individually,	:
Defendants	:

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on the 2nd day of April, 2003, a true and correct copy of the Defendants' Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution was forwarded by U.S. first-class mail, postage prepaid, to the following:

Ross F. Ferraro, Esq.  
690 Main Street  
Brockway, PA 15824-1610

SPENCE, CUSTER, SAYLOR, WOLFE & ROSE

BY \_\_\_\_\_

  
\_\_\_\_\_  
David J. Novak, Esquire  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 2002-1849-CD

WILLIAM G. SATTERLEE & SONS, INC.,  
Plaintiff

vs.

BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,

Defendants

DEFENDANTS' PETITION TO STRIKE  
OFF AND/OR OPEN CONFESSIONED  
JUDGMENT AND TO QUASH WRIT  
OF EXECUTION

LAW OFFICES  
SPENCE, CUSTER, SAYLOR, WOLFE & ROSE  
UNITED STATES NATIONAL BANK BUILDING  
P. O. BOX 280  
JOHNSTOWN, PENNSYLVANIA 15907

William A. Shew  
Prothonotary

APR 03 2003

FILED

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 2002-1849-CD

WILLIAM G. SATTERLEE & SONS, INC., Plaintiff

vs.

BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,

Defendants

DEFENDANTS' PETITION TO STRIKE  
OFF AND/OR OPEN CONFESSIONED  
JUDGMENT AND TO QUASH WRIT  
OF EXECUTION

William A. Shew  
Prothonotary

APR 03 2003

FILED

LAW OFFICES  
SPENCE, CUSTER, SAYLOR, WOLFE & ROSE  
UNITED STATES NATIONAL BANK BUILDING  
P. O. BOX 280  
JOHNSTOWN, PENNSYLVANIA 15907

✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

WILLIAM G. SATTERLEE & SONS, INC. , :  
Plaintiff :  
vs. : No. 2002-1849-CD  
BARRY E. YOUNG, individually, :  
and DALE A. AUGENSTEIN, individually, :  
Defendants :  
: TYPE OF DOCUMENT:  
: CERTIFICATE OF SERVICE  
: COUNSEL FOR DEFENDANTS:  
: David J. Novak, Esquire  
: SPENCE, CUSTER, SAYLOR, WOLFE  
: & ROSE  
: 400 AmeriServ Financial Building  
: P.O. Box 280  
: Johnstown, PA 15907  
: (814) 536-0735  
: PA I.D. #53532

**FILED**

APR 14 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

WILLIAM G. SATTERLEE & SONS, INC., :  
: Plaintiff :  
: vs. : No. 2002-1849-CD  
: :  
BARRY E. YOUNG, individually, :  
and DALE A. AUGENSTEIN, individually, :  
: Defendants :

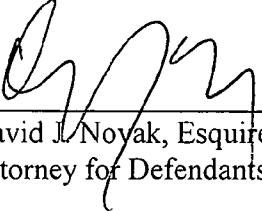
CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on the 8<sup>th</sup> day of April, 2003, a true and correct copy of Defendants' Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution together with the Order of Court dated April 4, 2003, scheduling a hearing on same were forwarded by U.S. first-class mail, postage prepaid, to the following:

Ross F. Ferraro, Esquire  
690 Main Street  
Brockway, PA 15824-1610

SPENCE, CUSTER, SAYLOR, WOLFE & ROSE

BY

  
\_\_\_\_\_  
David J. Novak, Esquire  
Attorney for Defendants

400 AmeriServ Financial Building  
P.O. Box 280  
Johnstown, Pennsylvania 15901  
(814) 536-0735

CERTIFICATE OF SERVICE

**FILED**

APR 14 2003

NO  
cc  
S&P

William A. Shaw  
Prothonotary

LAW OFFICES  
SPENCE, CUSTER, SAYLOR, WOLFE & ROSE  
UNITED STATES NATIONAL BANK BUILDING  
P.O. BOX 280  
JOHNSTOWN, PENNSYLVANIA 15907

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

**WILLIAM G. SATTERLEE & SONS,  
INC.,** : No. 2002 – 1849 – CD  
Plaintiff : Type of Case: CIVIL  
v : Type of Document:  
**BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,** : **ANSWER TO DEFENDANTS'  
PETITION TO STRIKE OFF  
AND/OR OPEN CONFESSED  
JUDGMENT AND TO QUASH  
WRIT OF EXECUTION**  
Defendants : Filed on behalf of: Plaintiff  
: Counsel of record for Plaintiff:  
**ROSS F. FERRARO, ESQ.**  
Supreme Court No.: 79218  
: **FERRARO & YOUNG**  
: Attorneys at Law  
: 690 Main Street  
: Brockway, PA 15824  
: 814/268-2202

**FILED**

APR 22 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

**WILLIAM G. SATTERLEE & SONS,  
INC.,**

Plaintiff

v

No. 2002 – 1849 – CD

**BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,**

Defendants

**PLAINTIFF'S ANSWER TO DEFENDANTS' PETITION TO STRIKE OFF  
AND/OR OPEN CONFESSED JUDGMENT AND TO QUASH WRIT OF EXECUTION**

AND NOW, comes the Plaintiff, **WILLIAM G. SATTERLEE & SONS, INC.**, by and through their attorneys, **FERRARO & YOUNG**, and file the within Answer to Defendants' Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution of which the following is a concise statement, to wit:

**I. ANSWER TO PETITION TO STRIKE AND/OR OPEN**

1. Admitted.

2. **DENIED.** It is Denied that the Defendant Barry E. Young's signature appears only as a witness to the signature of Dale A. Augenstein, or that the Confession of Judgment against the above-named Defendants must be stricken, and strict proof of all the averments of Paragraph 2 of Defendants' Petition is demanded at Hearing or Argument on this matter. To the contrary, and by way of further response, both of the Defendants, Barry E. Young and Dale A. Augenstein, signed a Guarantee and the obligation for Confession of Judgment, for which both Defendants are personally responsible.

3. **DENIED.** It is Denied that Pa. R.C.P. 2952(3) applies in this matter, or that the same requires the Complaint in Confession of Judgment to contain an averment that the judgment is not being entered by confession against a natural person in connection with a consumer credit transaction, and strict proof of all averments of Paragraph 3 of Defendants' Petition is demanded at Hearing.

4. **DENIED.** It is Denied that the Complaint in Confession of Judgment in this matter failed to comply with the Pennsylvania Rules of Civil Procedure in any material respect, or that the Confession of Judgment against the above-named Defendants must be stricken, and strict proof of all averments of Paragraph 4 of Defendants' Petition is demanded at Hearing.

5. **DENIED.** It is Denied that the Guarantee attached to the Complaint in Confession of Judgment is only a Guarantee for the account of K&J Coal Company, Inc., or that it only guarantees K&J's outstanding balance due and owing the Plaintiff that is in excess of \$100,000.00 or \$150,000.00, whichever is lesser, and strict proof of all averments of Paragraph 5 of Defendants' Petition is demanded at Hearing. To the contrary, and by way of further response, the said Guarantee clearly requires the Defendants to also pay all interest and all costs, including attorney's fees, for which there is no limit on amount of recovery.

6. **DENIED.** It is Denied that the Plaintiff has failed to aver the outstanding balance due by K&J Coal, or that it is impossible to determine on the face of the Guarantee and/or the Complaint the amount that is actually owed as being guaranteed and/or owed by the Guarantor, and strict proof of all averments of Paragraph 6 of Defendants' Petition is demanded at Hearing. To the contrary, and by way of further response, the Complaint in Confession of Judgment clearly sets forth that the debt owed is \$150,000.00 with interest of \$3,822.00 and attorney's commission and fees of \$4,000.00, for a total of \$157,822.00, plus interest from the date of the Judgment on November 26, 2002, to date, with the additional amounts included in the Writs of Execution.

7. **DENIED.** It is Denied that despite the fact that the Plaintiff has not alleged K&J's outstanding balance and/or that the Guarantee, on its face, fails to indicate the amount that is actually guaranteed, that Plaintiff has entered judgment in the principal amount of \$150,000.00 which cannot be readily ascertained upon review of the Complaint in Confession of Judgment and/or the Guarantee, or that the Complaint in Confession of Judgment should be stricken, and strict proof of all averments in Paragraph 7 of Defendants' Petition is demanded at Hearing. To the contrary, and by way of further response, the Plaintiff has properly indicated the specific amount that was actually guaranteed, and Plaintiff has properly entered Judgment in the principal amount of \$150,000.00; and therefore the Complaint in Confession of Judgment should **NOT** be stricken and Defendants' Petition should be dismissed.

8. **DENIED.** It is Denied that the Complaint in Confession of Judgment requests an attorney's commission in the amount of \$4,000.00 that is unreasonable or cannot be determined by the terms and conditions of the alleged Warrant of Attorney, or that as a result that any Confession of Judgment filed in the above matter must be stricken, and strict proof of all averments in Paragraph 8 of Defendants' Petition is demanded at Hearing. To the contrary, and by way of further response, the attorney's fees and commissions of \$4,000.00 are in fact a reasonable amount for the amount of time, fees and costs involved in the within matter.

9. **DENIED.** All averments of Paragraph 9 of Defendants' Petition are Denied, in their entirety, and strict proof of the same are demanded at Hearing, for the reasons set forth above.

**WHEREFORE**, the Plaintiff respectfully requests that this Honorable Court deny and dismiss the Defendants' Petition to Strike and/or Open the Confessed Judgment, and further asks that the Court order the Defendants to pay the Court costs and attorney's fees of the Plaintiff.

## **II. ANSWER TO PETITION TO QUASH WRIT OF EXECUTION**

10. The Plaintiff's answers to Paragraphs 1 through 9 above are incorporated herein by reference. To the extent any further response is required to Defendants' Petition, all averments by Defendants are Denied in their entirety, and strict proof of the same is demanded at Hearing.

11. Admitted.

12. **DENIED.** All averments of Paragraph 12 of Defendants' Petition are Denied in their entirety, and strict proof of the same is demanded at Hearing on this matter.

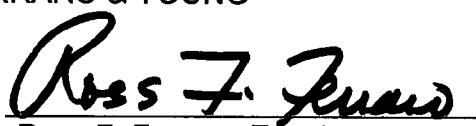
13. **DENIED.** All averments of Paragraph 13 of Defendants' Petition are Denied in their entirety, and strict proof of the same is demanded at Hearing on this matter.

14. **DENIED.** All averments of Paragraph 14 of Defendants' Petition are Denied in their entirety, and strict proof of the same is demanded at Hearing on this matter.

15. **DENIED.** It is Denied that it was improper for the Prothonotary of Clearfield County to issue a Writ of Execution directed to the Sheriff of Clearfield County and/or the Sheriff of Blair County, or that the Writ of Execution must be quashed, and strict proof of all averments in Paragraph 15 of Defendants' Petition are demanded at Hearing. To the contrary, and by way of further response, the Prothonotary of Clearfield County properly issued a Writ of Execution directed to the Sheriff of Clearfield County and the Sheriff of Blair County, and any request by the Defendants for the Writ of Execution to be quashed should be denied and dismissed.

**WHEREFORE**, the Plaintiff respectfully requests this Honorable Court to enter an Order denying and dismissing the Defendants' Petition to Quash Writs of Execution in the above matter.

Respectfully submitted,  
FERRARO & YOUNG

BY:   
Ross F. Ferraro, Esquire  
Attorney for Plaintiff

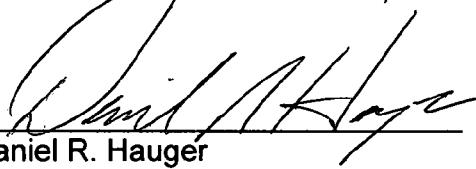
**VERIFICATION**

I, DANIEL R. HAUGER, as an authorized agent for the Plaintiff, WILLIAM G. SATTERLEE & SONS, INC., verify that the statements made in the within Answer to Defendants' Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution are true and correct to the best of my knowledge. I understand that false statements herein made are subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

WILLIAM G. SATTERLEE & SONS, INC.

Date: 4-21-03

BY:

  
Daniel R. Hauger

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

**WILLIAM G. SATTERLEE & SONS,  
INC.,**

Plaintiff

v

No. 2002 – 1849 – CD

**BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,**

Defendants

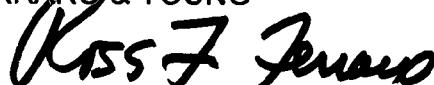
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the a true and correct copy of the foregoing Answer to Defendants' Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution was served on the Defendants' counsel of record, by U.S. first class mail, postage prepaid on this 21<sup>st</sup> day of APRIL, 2003, addressed as follows:

David J. Novak, Esquire  
SPENCE, CUSTER, SAYLOR, WOLFE & ROSE  
400 AmeriServ Financial Building  
P.O. Box 280  
Johnstown, PA 15907

FERRARO & YOUNG

BY:



Ross F. Ferraro, Esquire  
Counsel for Plaintiff

**FILED**

ICC CJA

M/10/39 ~~6/1~~  
AFR 22 2003

per request of  
Mr. Ferraro

William A. Shaw  
Secretary  
ICC Atty Ferraro  
*cc*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

<b>WILLIAM G. SATTERLEE &amp; SONS, INC.,</b>	No. 02-1849-CD (Clearfield County)
Plaintiff	
 v.	No. 03 GN 1152 (Blair County)
 <b>BARRY E. YOUNG, individually, and DALE A. AUGENSTEIN, individually,</b>	Type of Case: Civil
Defendants	
 v	Type of Pleading: <b>Praecipe for Partial Discontinuance of Levy/Garnishment as to C &amp; G Savings Bank, First National Bank, Hollidaysburg Trust Co., Investment Savings Bank, Reliance Bank and County National Bank, ONLY</b>
 <b>C &amp; G SAVINGS BANK, FIRST NATIONAL BANK, HOLLIDAYSBURG TRUST CO., INVESTMENT SAVINGS BANK, MELLON BANK, RELIANCE BANK, CSB BANK, COUNTY NATIONAL BANK, NORTHWEST SAVINGS BANK, and FIRST COMMONWEALTH BANK, Garnishees</b>	Filed on Behalf of: Plaintiff, William G. Satterlee & Sons, Inc.
	Counsel of Record for this Party: <b>ROSS F. FERRARO, ESQUIRE</b> Supreme Court No. 79218
	 <b>FERRARO &amp; YOUNG</b> 690 Main Street Brockway, PA 15824 Ph: 814/268-2202 Fax: 814/265-8740

**FILED**

MAY 07 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

**WILLIAM G. SATTERLEE &  
SONS, INC.,**

Plaintiff

v

**BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually,**

Defendants

No. 02-1849-CD  
(Clearfield County)

No. 03 GN 1152  
(Blair County)

v

**C & G SAVINGS BANK, et al.,  
Garnishees**

**PRAECIPE FOR PARTIAL DISCONTINUANCE OF LEVY/GARNISHMENT  
AS TO C & G SAVINGS BANK, FIRST NATIONAL BANK,  
HOLLIDAYSBURG TRUST CO., INVESTMENT SAVINGS BANK,  
RELIANCE BANK AND COUNTY NATIONAL BANK, ONLY**

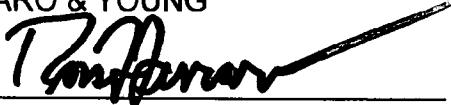
**TO THE PROTHONOTARY OF SAID COURT:**

Please mark the above-captioned Execution and Garnishment **Partially Discontinued** as to the following Garnishee Banks: C & G Savings Bank, First National Bank, Hollidaysburg Trust Co., Investment Savings Bank, Reliance Bank and County National Bank, **ONLY**. This Discontinuance shall only be effective as to the Execution and Garnishment proceedings against these aforementioned Banks, but the Judgment and Execution in this matter shall remain of record against all other parties and garnishees/banks in the within matter.

Date: 5/6/03

FERRARO & YOUNG

BY:

  
Ross F. Ferraro, Esquire  
Attorney for Plaintiff

**FILED**

Acc & Cert. of Disc.

MAY 11 2003

to Atty Ferraro

MAY 07 2003

Cert. of Disc. to C/A (copy)

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**William G. Satterlee & Sons, Inc.**

**Vs.**

**No. 2002-01849-CD**

**Barry E. Young**

**Dale A. Augenstein**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 7, 2003, marked:

Partially Discontinued as to C & G Savings Bank, First National Bank, Hollidaysburg Trust Co., Investment Savings Bank, Reliance Bank, and County National Bank ONLY as to the Execution and Garnishment proceedings

Record costs in the sum of \$60.00 have been paid in full by Ross F. Ferraro, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of May A.D. 2003.

---

William A. Shaw, Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13880

WILLIAM G. SATTERLEE & SONS, INC.

02-1849-CD

VS.

YOUNG, BARRY E.

**FILED**

01/11/2004  
MAY 13 2003

WRIT OF EXECUTION GARNISHEE

~~William A. Shaw~~  
Prothonotary

**SHERIFF RETURNS**

NOW, APRIL 4, 2003 @ 11:27 A.M. SERVED WRIT OF EXECUTION AND  
INTERROGATORIES TO GARNISHEE ON LISA KLINE, MANAGER OF CSB BANK,  
GRNISHEE, AT HER PLACE OF EMPLOYMENT, 900 RIVER ROAD, CLEARFIELD,  
CLEARFIELD COUNTY, PENNSYLVANIA 16830, BY HANDING TO LISA KLINE,  
MANAGER, OF CSB BANK, GARNISHEE, A TRUE AND ATTESTED COPY OF THE  
ORIGINIAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND  
MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 4, 2003 @ 11:50 A.M. O'CLOCK SERVED WRIT OF EXECUTION AND  
INTERROGATORIES TO GARNISHEE ON SCOTT BRUBAKER, MARKET MANAGER OF  
FIRST COMMONWEALTH BANK, GARNISHEE, AT HIS PLACE OF EMPLOYMENT, 1800  
DAISY STREET EXT., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA 16830,  
BY HANDING TO SCOTT BRUBAKER, MARKET MANAGER, OF FIRST COMMONWEALTH  
BANK, GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF  
EXECUTION AND INTERROGATORIES TO GARNISHEE AND MAKING KNOWN TO HIM  
THE CONTENTS THEREOF.

NOW, APRIL 4, 2003 @ 12:00 P.M. O'CLOCK SERVED WRIT OF EXECUTION AND  
INTERROGATORIES TO GARNISHEE ON CINDY PEARCE, RECEPTIONIST, OF  
COUNTY NATIONAL BANK, GARNISHEE, AT HER PLACE OF EMPLOYMENT, 1 SOUTH  
SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA 16830, BY  
HANDING TO CINDY PEARCE, RECEPTIONIST, COUNTY NATIONAL BANK, GARNISHEE  
A TURE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND  
INTERROGATORIES TO GARNISHEE AND MAKING KNOWN TO HIM THE CONTENTS  
TREREEOF.

NOW, APRIL 4, 2003 @ 1:15 P.M. O'CLOCK SERVED WRIT OF EXECUTOIN AND  
INTERROGATORIES TO GARNISHEE ON GIGI GEARHART, MANAGER, OF  
NORTHWEST SAVINGS BANK, GARNISHEE, AT HER PLACE OF EMPLOYMENT, 1200  
S. SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830,  
BY HANDING TO GIGI GEARHART, MANAGER OF NORTHWEST SAVINGS BANK,  
GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION  
AND INTERROGATORIES TO GARNISHEE AND MAKING KNOWN TO HER THE  
CONTENTS THEREOF.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13880

WILLIAM G. SATTERLEE & SONS, INC.

02-1849-CD

VS.

YOUNG, BARRY E.

WRIT OF EXECUTION GARNISHEE

**SHERIFF RETURNS**

NOW, MAY 13, 2003 RETURN WRIT AS BEING SERVED, PAID COSTS FROM  
ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO ATTORNEY.

SHERIFF HAWKINS \$52.37

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

13<sup>th</sup> Day Of May 2003

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
By Cynthia Ritter - Augherbaugh  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

William G. Satterlee & Sons, Inc., Plaintiff

Vs.

NO.: 2002-01849-CD

Barry E. Young, Individually, and Dale A. Augenstein, Individually  
Defendants

CSB Bank, County National Bank, Northwest Savings Bank, First Commonwealth Bank  
Garnishees

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WILLIAM G. SATTERLEE & SONS, INC., Plaintiff from BARRY E. YOUNG and DALE A. AUGENSTEIN, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
CSB Bank, County National Bank, Northwest Savings Bank, and First Commonwealth Bank, Garnishees as follows:

Any and all bank accounts, Certificates of Deposit, business or escrow accounts, savings accounts, and any other accounts in the above-mentioned Banks/Garnishees in the name of Barry E. Young, individually, or Dale A. Augenstein, individually, or Barry E. Young and Dale A. Augenstein, jointly.

All furniture, equipment, vehicles, Accounts Receivable, proceeds from any transaction on the sales of real estate or personal property, all office or other equipment and furniture, personal property or any other tangible property.

Any and all Stock, Certificates of Ownership Interest, or other property interests in which Barry E. Young and/or Dale A. Augenstein have an ownership interest in, or with any interest in any entity or company.

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$161,675.40

INTEREST from 11/22/02 to 3/12/03: \$2,853.40

PROTH. COSTS: \$

ATTY'S COMM: \$1,000.00

DATE: 03/14/2003

PAID: \$40.00

SHERIFF: \$

OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 14<sup>th</sup> day  
of March A.D. 2003  
At 8:00 A.M./P.M.

Requesting Party: Ross F. Ferraro, Esq.

690 Main Street

Brockway, PA 15824-1610

Chas. C. Haufreis  
Sheriff by Cynthia Butler-Augenstein

**FILED**

MAY 16 2003

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

William A. Shaw  
Prothonotary

**WILLIAM G. SATTERLEE &  
SONS, INC.,**

Plaintiff

v

**BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,**

Defendants

No. 2002-1849-CD

Type of Case: CIVIL

Type of Document:  
**MOTION FOR CONTINUANCE**

Filed on Behalf of:  
Plaintiff and Defendants

Counsel of Record for Plaintiff:  
**ROSS F. FERRARO, ESQUIRE**  
Supreme Court No. 79218

FERRARO & YOUNG  
Attorneys at Law  
690 Main Street  
Brockway, PA 15824  
Ph.: (814) 268-2202  
Fax: (814) 265-8740

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

**WILLIAM G. SATTERLEE &  
SONS, INC.,**

Plaintiff

v

**BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,**

Defendants

No. 2002-1849-CD

**MOTION FOR CONTINUANCE**

**AND NOW**, comes the Plaintiff, **WILLIAM G. SATTERLEE & SONS, INC.**, by and through their attorneys, **FERRARO & YOUNG**, and respectfully request that this Court **continue** the above-captioned case from the Argument Date that is currently scheduled for Tuesday, May 20, 2003 at 3:00 p.m., and in support thereof, represents as follows:

1. Plaintiff originally filed a Confession of Judgment in this matter back on or around November 22, 2002, and then filed a Praeclipe for Writ of Execution on or around March 12, 2003 in Clearfield County.
2. On April 3, 2003, the Defendants, through Attorney David J. Novak, filed a Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution.
3. A Temporary Order was issued by this Court on April 4, 2003 staying all execution proceedings pending the disposition of the Petition that had been filed by Defendants, with an Answer then being filed by the Plaintiff, and the matter currently scheduled for an Argument Date on May 20, 2003 at 3:00 p.m.

4. Plaintiff and Defendants and their attorneys have recently discussed the case and made extensive negotiations on the resolution of the Petition, and aver and represent to this Honorable Court that a settlement can be reached to resolve the issues raised in said Petition, without the need for Argument or Hearing.

5. This matter has not been previously continued.

6. Plaintiff brings this Petition, with the consent of Defendants' counsel, David J. Novak, and request that this Action be continued generally, to give the parties an opportunity to work out the details of their resolution, for a Stipulation regarding the Petition to Open Judgment.

7. During a continuance of this matter, Plaintiff and Defendants ask that all execution or levy proceedings remain stayed, until a formal Stipulation between the parties or until further Order of Court.

8. All parties and their counsel were notified of this Motion by mail as evidenced by the Certificate of Service attached hereto.

Dated: 5/15/03

Respectfully submitted,  
FERRARO & YOUNG

BY: 

Ross F. Ferraro, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

**WILLIAM G. SATTERLEE & SONS,  
INC.,**

Plaintiff

v

No. 2002-1849-CD

**BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,**

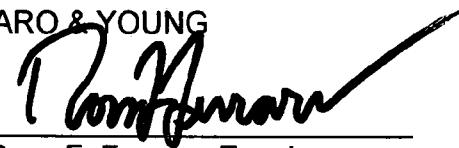
Defendants

**CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify that on this 15<sup>th</sup> day of May, 2003, a true and correct copy of the foregoing Motion for Continuance was served on the Defendants' counsel of record, by U.S. first-class mail, postage prepaid, as follows:

David J. Novak, Esquire  
SPENCE, CUSTER, SAYLOR, WOLFE & ROSE  
400 AmeriServ Financial Building  
P.O. Box 280  
Johnstown, PA 15907

FERRARO & YOUNG

BY: 

Ross F. Ferraro, Esquire  
Attorney for Plaintiff

**FILED**

2CC

M 10:30 AM  
MAY 16 2003  
Ferraro

*ReL*

William A. Shaw  
Prothonotary

CA

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

**WILLIAM G. SATTERLEE & SONS,  
INC.,**

Plaintiff

v

No. 2002-1849-CD

**BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,**

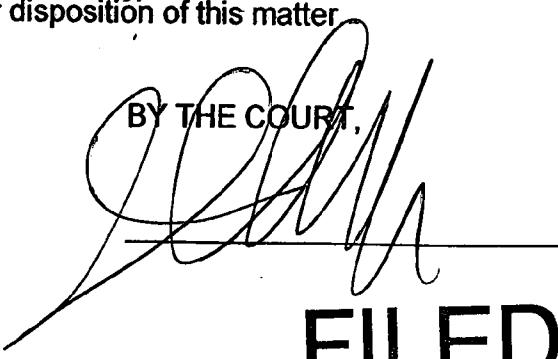
Defendants

ORDER OF COURT

AND NOW, this 16<sup>th</sup> day of May, 2003, upon consideration of the Motion for Continuance in the above matter, the Court finding cause for the same;

IT IS HEREBY ORDERED that that Argument and Hearing on the Defendants' Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution is hereby **CONTINUED** generally, with it being provided that the attorneys for the Plaintiff and Defendants shall make all diligent efforts to work out a formal Stipulation for resolution of the issues in said Petition and to notify the Court of further resolution or disposition of this matter

BY THE COURT,

  
**FILED**

MAY 16 2003

William A. Shaw  
Prothonotary

FILED

012:25461  
MAY 16 2003

3cc Amy Ferraro

Court

William A. Shaw  
Prothonotary

Date: 05/20/2003

**Clearfield County Court of Common Pleas**

User: DGREGG

Time: 09:51 AM

**ROA Report**

Page 1 of 2

Case: 2002-01849-CD

Current Judge: John K. Reilly Jr.

William G. Satterlee Sons, Inc. vs. Barry E. Young, Dale A. Augenstein

Judgment

Date	Judge
11/25/2002	
✓ Filing: Complaint in Confession of Judgment Paid by: Ferraro, R. Edward Receipt number: 1851799 Dated: 11/25/2002 Amount: \$20.00 (Check) Judgment entered against the Defendants in the amount of \$157,822.00 Copies to Sheriff for Service.	No Judge
01/29/2003	
✓ Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
03/14/2003	
✓ Filing: Writ of Execution / Possession Paid by: Ferraro, R. Edward (attorney for William G. Satterlee & Sons, Inc.) Receipt number: 1857065 Dated: 03/14/2003 Amount: \$20.00 (Check)	No Judge
✓ Filing: Writ of Execution / Possession Paid by: Ferraro, R. Edward (attorney for William G. Satterlee & Sons, Inc.) Receipt number: 1857066 Dated: 03/14/2003 Amount: \$20.00 (Check)	No Judge
✓ Praeclipe For Writ of Execution (Money Judgment) filed by s/Ross F. Ferraro, Esquire. 1 cc & 10 Writs to Sheriff of Clearfield County	No Judge
✓ Praeclipe For Writ of Execution (Money Judgment) filed by s/Ross F. Ferraro, Esquire. 1 cc & 12 Writs to Blair Co. Prothonotary	No Judge
04/03/2003	
✓ Petition To Strike Off And/Or Open Confessed Judgment And To Quash Writ Of Execution. filed by s/David J. Novak, Esq. Certificate of Service 2 cc to Atty	No Judge
04/07/2003	John K. Reilly Jr.
✓ ORDER, AND NOW, this 4th day of April, 2003, re: A Rule is issued upon the Respondent. The Respondent shall file an Answer to the Petition within 20 days of service upon the Respondent. The Petition shall be decided under Pa.R.C.P. No. 206.7. Argument shall be held on the 20th day of May, 2003 at 3:00 p.m. All Execution proceedings shall be stayed pending disposition of the Rule. Notice of Entry of this Order shall be provided to all parties by the petitioner. by the Court, s/ JKR,JR.,P.J. 2 cc to Atty	John K. Reilly Jr.
04/14/2003	
✓ Certificate of Service, Defendants' Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution together w/Order of Court dated Apr. 4, 2003, upon: ROSS F. FERRARO, ESQ. s/David J. Novak, Esq. no cc	John K. Reilly Jr.
04/22/2003	
✓ Answer To Defendants' Petition To Strike Off And/Or Open Coffessed Judgment And To Quash Writ of Execution. filed by s/Ross F. Ferraro, Esquire Verification s/Daniel R. Hauger Certificate of Service 1 cc C/A per request of Mr. Ferraro 1 cc Atty Ferraro	John K. Reilly Jr.
05/07/2003	
✓ Filing: Praeclipe for Partial Discontinuance of Levy/Garnishment as to C & G Savings Bank. Filed by Atty. Ferraro 2 CC and Disc. Cert to Atty. copy to CA	John K. Reilly Jr.
05/13/2003	
✓ Sheriff Return, Papers served on Garnishee(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Now, May 13, 2003, return Writ as being served, paid costs from advance and made refund of unused advance to attorney.	John K. Reilly Jr.
05/16/2003	
✓ Motion For Continuance. filed by s/Ross F. Ferraro, Esquire Certificate of Service 2 cc Atty Ferraro	John K. Reilly Jr.

Date: 05/20/2003

**Clearfield County Court of Common Pleas**

User: DGREGG

Time: 09:51 AM

**ROA Report**

Page 2 of 2

Case: 2002-01849-CD

Current Judge: John K. Reilly Jr.

William G. Satterlee Sons, Inc. vs. Barry E. Young, Dale A. Augenstein

Judgment

Date	Judge
05/16/2003	John K. Reilly Jr.

✓ ORDER OF COURT, AND NOW, this 16th day of May, 2003, re:  
Argument and Hearing on the Defendants' Petition to Strike Off and/or  
Open Confessed Judgment and to Quash Writ of Execution is hereby  
CONTINUED generally, with it being provided that the attorneys for the  
Plaintiff and Defendants shall make all diligent efforts to work out a formal  
Stipulation for resolution of the issues in said Petition and to notify the Court  
of further resolution or disposition of this matter. by the Court,  
s/JKR,JR.,P.J. 3 cc to Atty Ferraro

Date: 05/15/2003

## Clearfield County Court of Common Pleas

User: BANDERSON

Time: 08:55 AM

## ROA Report

Page 1 of 1

Case: 2002-01849-CD

Current Judge: John K. Reilly Jr.

William G. Satterlee Sons, Inc. vs. Barry E. Young, Dale A. Augenstein

Judgment

Date	Judge
11/25/2002	Filing: Complaint in Confession of Judgment Paid by: Ferraro, R. Edward Receipt number: 1851799 Dated: 11/25/2002 Amount: \$20.00 (Check) Judgment entered against the Defendants in the amount of \$157,822.00 Copies to Sheriff for Service. No Judge ✓
01/29/2003	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm No Judge ✓
03/14/2003	Filing: Writ of Execution / Possession Paid by: Ferraro, R. Edward (attorney for William G. Satterlee & Sons, Inc.) Receipt number: 1857065 Dated: 03/14/2003 Amount: \$20.00 (Check) Filing: Writ of Execution / Possession Paid by: Ferraro, R. Edward (attorney for William G. Satterlee & Sons, Inc.) Receipt number: 1857066 Dated: 03/14/2003 Amount: \$20.00 (Check) Praecipe For Writ of Execution (Money Judgment) filed by s/Ross F. Ferraro, Esquire. 1 cc & 10 Writs to Sheriff of Clearfield County Praecipe For Writ of Execution (Money Judgment) filed by s/Ross F. Ferraro, Esquire. 1 cc & 12 Writs to Blair Co. Prothonotary No Judge ✓
04/03/2003	Petition To Strike Off And/Or Open Confessed Judgment And To Quash Writ Of Execution. filed by s/David J. Novak, Esq. Certificate of Service 2 cc to Atty No Judge ✓
04/07/2003	ORDER, AND NOW, this 4th day of April, 2003, re: A Rule is issued upon the Respondent. The Respondent shall file an Answer to the Petition within 20 days of service upon the Respondent. The Petition shall be decided under Pa.R.C.P. No. 206.7. Argument shall be held on the 20th day of May, 2003 at 3:00 p.m. All Execution proceedings shall be stayed pending disposition of the Rule. Notice of Entry of this Order shall be provided to all parties by the petitioner. by the Court, s/ JKR, JR., P.J. 2 cc to Atty John K. Reilly Jr. ✓
04/14/2003	Certificate of Service, Defendants' Petition to Strike Off and/or Open Confessed Judgment and to Quash Writ of Execution together w/Order of Court dated Apr. 4, 2003, upon: ROSS F. FERRARO, ESQ. s/David J. Novak, Esq. no cc John K. Reilly Jr. ✓
04/22/2003	Answer To Defendants' Petition To Strike Off And/Or Open Coffessed Judgment And To Quash Writ of Execution. filed by s/Ross F. Ferraro, Esquire Verification s/Daniel R. Hauger Certificate of Service 1 cc C/A per request of Mr. Ferraro 1 cc Atty Ferraro John K. Reilly Jr. ✓
05/07/2003	Filing: Praecipe for Partial Discontinuance of Levy/Garnishment as to C & G Savings Bank. Filed by Atty. Ferraro 2 CC and Disc. Cert to Atty. copy to CA John K. Reilly Jr. ✓
05/13/2003	Sheriff Return, Papers served on Garnishee(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Now, May 13, 2003, return Writ as being served, paid costs from advance and made refund of unused advance to attorney. John K. Reilly Jr. ✓

**THE HONORABLE JOHN K. REILLY, JR., PRESIDING**

**THURSDAY, OCTOBER 24, 2002:**

8:30	COMMONWEALTH vs. GARY ALLEN FYE No. 02-718-CRA Argument on Defendant's Motion for Continuance/Compel	District Attorney Brian V. Manchester, Esquire
9:00	CRIMINAL JURY SELECTION	

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

**WILLIAM G. SATTERLEE &  
SONS, INC.,**

Plaintiff

v.

**BARRY E. YOUNG, individually,  
and DALE A. AUGENSTEIN,  
individually,**

Defendants

No. 2002-1849-CD

Type of Case: Civil

Type of Pleading:

**PRAECIPE FOR SATISFACTION  
OF JUDGMENT**

Filed on Behalf of: Plaintiff,  
William G. Satterlee & Sons, Inc.

Counsel of Record for this Party:  
**ROSS F. FERRARO, ESQUIRE**  
Supreme Court No. 79218

FERRARO, KRUK & FERRARO, LLP  
690 Main Street  
Brockway, PA 15824  
Ph: 814/268-2202  
Fax: 814/265-8740

**FILED** pd \$7.00 Atty  
m 10:50 am 2cc & 2 cert of sat  
SEP 25 2008 issued to Atty  
Ferraro

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

**WILLIAM G. SATTERLEE &  
SONS, INC.,**

Plaintiff

v

No. 02-1849-CD

**BARRY E. YOUNG, Individually,  
and DALE A. AUGENSTEIN,  
Individually,**

Defendants

v

**C & G SAVINGS BANK, et al.,  
Garnishees**

**PRAECIPE FOR SATISFACTION OF JUDGMENT**

**TO THE PROTHONOTARY:**

Mark the judgment in the above-captioned matter satisfied of record upon  
payment of your costs only.

FERRARO, KRUK & FERRARO, LLP

Date: 9/24/08

BY:



Ross F. Ferraro

Ross F. Ferraro, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

*COPY*

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2002-01849-CD

William G. Satterlee & Sons, Inc.

Debt: \$

Vs.

Atty's Comm.:

Barry E. Young

Dale A. Augenstein

Interest From:

Cost: \$7.00

CSB Bank County National Bank Northwest  
Saving Bank First Commonwealth Bank  
C&G Savings Bank First National Bank  
Hollidaysburg Trust Co. Investment Savings  
Bank Mellon Bank Reliance Bank

NOW, Thursday, September 25, 2008 , directions for satisfaction having been received,  
and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 25th day of September, A.D. 2008.

*Willie L. Satterlee* *LM*  
\_\_\_\_\_  
Prothonotary