

02-1972-CD
CSB BANK vs. JOHN M. DALE

William A. Shaw
Prothonotary

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

CSB BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 02-	-CD
	:		
JOHN M. DALE,	:		
Defendant	:		

COMPLAINT

Plaintiff files this Complaint pursuant to Pa. R.C.P. No. 2951(b) for judgment by confession and avers the following:

1. Plaintiff, CSB BANK, is a state banking institution, organized and existing under the laws of the Commonwealth of Pennsylvania, which has its main office at 434 State Street, P. O. Box 29, Curwensville, Pennsylvania, 16833.
2. Defendant, JOHN M. DALE, is an adult individual residing at R. R. # 1, Box 339, Morrisdale (Clearfield County), Pennsylvania 16858.
3. Attached as Exhibit "A" is a true and correct copy of a Promissory Note dated February 7, 2001 between Plaintiff, CSB BANK, and Defendant, John M. Dale, in the principal amount of \$56,848.00, and which sets forth that the \$56,848.00 borrowed by said Defendant to be repaid in 54 equal monthly payments of \$1,349.33, including principal and interest, beginning on March 22, 2001 until a final monthly balloon payment of all remaining principal and accrued interest was to be made on August 22, 2005

5. Attached as Exhibit "B" is a true and correct copy of a Disclosure for Confession of Judgment also dated February 7, 2001, between Plaintiff, CSB BANK, and Defendant, John M. Dale, wherein said Defendant knowingly, intelligently and voluntarily waived certain rights by virtue of the Promissory Note of February 7, 2001 containing a Confession of Judgment Provision.

6. The judgment to be entered hereunder by confession is not being entered against the Defendant, John M. Dale, in connection with a consumer credit transaction.

7. Neither the Promissory Note of February 7, 2001, nor the Disclosure for Confession of Judgment also dated February 7, 2001 (attached hereto as Exhibits "A" and "B") have been assigned by Plaintiff.

8. No judgment has ever been entered against the named Defendant in any Court of Record pursuant to the Warrant of Attorney provisions set forth in said Promissory Note of February 7, 2001, attached hereto as Exhibit "A".

9. Defendant, John M. Dale, is in default under the terms of the Promissory Note of February 7, 2001, as follows:
(a) Defendant has failed to pay to Plaintiff the monthly installments of principal and interest of \$1,349.33 coming due for the months of May 2002 through November 2002.

10. Pursuant to the Warrant of Attorney to Confess Judgment authority set forth in the Promissory Note

of February 7, 2001, Plaintiff demands judgment be entered against Defendant, John M. Dale for:

- | | | |
|-----|--|--------------------|
| (a) | Principal and interest due on the Promissory Note of February 7, 2001 including interest and late fees through December 13, 2002 | \$ 48,182.87 |
| (b) | Attorney's Commission of 10% pursuant to Warrant of Attorney appearing in said Promissory Note of February 7, 2001 | \$ <u>4,652.66</u> |
| | TOTAL | \$ 52,835.53 |

- (c) Plus per diem interest from 12/13/02, \$14.2164 per day

WHEREFORE, Plaintiff, CSB Bank, demands judgment in its favor in the sum of \$52,835.53 be entered against Defendant, John M. Dale, as authorized by the warrant of attorney appearing in the attached instrument, plus costs and interest per terms of Promissory Note of February 7, 2001 at rate of \$14.2164 per day from December 13, 2007 to date judgment entered and thereafter at the statutory rate.

GATES & SEAMAN



Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: December 20, 2002

PROMISSORY NOTE

CM

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$56,848.00	02-07-2001	08-22-2005	406290	0019		76	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: JOHN M DALE
RR 1 BOX 339
MORRISDALE, PA 16858

Lender: CSB BANK
K-Mart Plaza Office
R.D., Box 257 A-1
Clearfield, PA 16830

Principal Amount: \$56,848.00

Interest Rate: 11.000%

Date of Note: February 7, 2001

PROMISE TO PAY. JOHN M DALE ("Borrower") promises to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Six Thousand Eight Hundred Forty Eight & 00/100 Dollars (\$56,848.00), together with interest at the rate of 11.000% per annum on the unpaid principal balance from February 7, 2001, until paid in full.

PAYMENT. Borrower will pay this loan in 54 payments of \$1,349.33 each payment. Borrower's first payment is due March 22, 2001, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on August 22, 2005, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$5.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, K-Mart Plaza Office, R.D., Box 257 A-1, Clearfield, PA 16830.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$99.99, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note 4.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and

**PROMISSORY NOTE
(Continued)**

Page 2

appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

x.  (Seal)
JOHN M DALE, Individually

DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$56,848.00	02-07-2001	08-22-2005	406290	0019		<i>46</i>	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Affiant: JOHN M DALE
RR 1 BOX 339
MORRISDALE, PA 16858

Lender: CSB BANK
K-Mart Plaza Office
R.D., Box 257 A-1
Clearfield, PA 16830

DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 7th DAY OF February, 2001, A PROMISSORY NOTE FOR \$56,848.00 OBLIGATING ME TO REPAY THAT AMOUNT.

A. I UNDERSTAND THAT THE NOTE CONTAINS A CONFESSION OF JUDGMENT PROVISION THAT WOULD PERMIT LENDER TO ENTER JUDGMENT AGAINST ME IN COURT, AFTER A DEFAULT ON THE NOTE, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

INITIALS: JMD

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING LENDER ANY ADVANCE NOTICE.

INITIALS: JMD

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.

JMD

2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

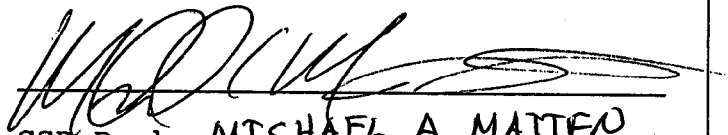
D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

x John M Dale (Seal)
JOHN M DALE, Individually

The undersigned verifies that he is authorized to make this verification on behalf of CSB Bank, Plaintiff named herein; and that the statements made herein are true and correct to the best of his personal knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S. Section 4904, related to unsworn falsification to authority.


CSB Bank MICHAEL A. MATTEO
SR VP LENDING

Dated: 12/20/02

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA CIVIL ACTION - LAW No. 02- -CD	CSB BANK, Plaintiff vs. JOHN M. DALE, Defendant	COMPLAINT	LAW OFFICES GATES & SEAMAN 2 NORTH FRONT STREET P.O. BOX 846 CLEARFIELD, PA. 16830
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FILED

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WHITNEY A. GIBSON
PROTHONOTARY
NOTICE TO HEAR
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

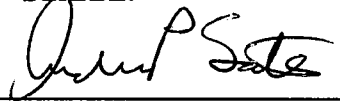
CSB BANK,	:	
Plaintiff	:	
vs.	:	No. 02-1972 -CD
JOHN M. DALE	:	
Defendant	:	

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney, an original copy of which is attached to the Complaint filed in this action; I appear for Defendant, John M. Dale and confess judgment in favor of Plaintiff, CSB Bank, against said Defendant as follows:

- | | | |
|-----|--|--------------------|
| (a) | Principal, interest and late fees due on the Promissory Note of February 7, 2001 plus interest through December 13, 2002 | \$48,182.87 |
| (b) | Attorney's Commission of 10% pursuant to Warrant of Attorney appearing in the Promissory Note of February 7, 2001 | <u>\$ 4,652.66</u> |
| | TOTAL | \$53,835.53 |
| (c) | Plus costs, interest at \$14.2164 per day, from December 13, 2002, per terms of Note to date judgment entered and statutory interest from date of judgment entered | \$ 99.51 |

GATES & SEAMAN



Andrew P. Gates, Esquire
Attorney for Defendant,
John M. Dale

Date: December 20, 2002

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William A. Shaw
Prothonotary

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

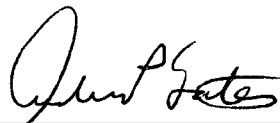
CSB BANK,	:		
Plaintiff	:		
	:		
vs.	:	No. 02-	-CD
	:		
JOHN M. DALE,	:		
Defendant	:		

CERTIFICATE OF RESIDENCE

I, Andrew P. Gates, Esquire, Attorney for Plaintiff, CSB Bank, do hereby certify that the last known place of business and/or residence of the named Defendant is as follows:

1. Defendant, JOHN M. DALE, R.R.1, Box 339, Morrisdale, Pennsylvania 16858;

GATES & SEAMAN



Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: December 20, 2002

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

CSB Bank
Plaintiff(s)

No.: 2002-01972-CD

Real Debt: \$53835.53

Atty's Comm:

Vs.

Costs: \$99.51

Int. From:

John M. Dale
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: December 20, 2002

Expires: December 20, 2007

Certified from the record this December 20, 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
STATEMENT OF JUDGMENT

CSB Bank
Plaintiff(s)

No.: 2002-01972-CD

Real Debt: \$53835.53

Atty's Comm:

Vs.

Costs: \$99.51

Int. From:

John M. Dale
Defendant(s)

Entry: \$20.00


Instrument: Confession of Judgment

Date of Entry: December 20, 2002

Expires: December 20, 2007

Certified from the record this December 20, 2002

FILED
JAN 13 2006 *Emc*
ml 3:30/0
William A. Shaw
Prothonotary/Clerk of Courts


William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on December 13, 2005, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Michael T. Ryan, AUP CSB Bank
Plaintiff/Attorney

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Curwensville State Bank

Vs.

John M. Dale

No.: 2002-01972-CD

Debt: \$53,835.53

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, January 13, 2006 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 13th day of January, A.D. 2006.

Prothonotary