

03-751-CD  
MANUFACTURERS & TRADERS TRUST vs. JAMES M. WILLIAMS, et al

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

MANUFACTURERS AND TRADERS :  
TRUST COMPANY, Successor to :  
KEYSTONE FINANCIAL BANK, N.A., :  
: Plaintiff :  
: :  
vs. : : No. 03-751-CD  
: :  
JAMES M. WILLIAMS d/b/a :  
JDK TRUCKING, :  
: Defendant :  
:

**COMPLAINT IN CONFESSION OF JUDGMENT**

AND NOW, comes the Plaintiff, by and through its attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and files this Complaint in Confession of Judgment pursuant to Pa.R.Civ.P. 2951(b) *et seq.*, and in support thereof avers as follows:

1. Plaintiff is Manufacturers and Traders Trust Company, a New York banking corporation ("Plaintiff"), successor in interest to Keystone Financial Bank, N.A. ("Keystone"), with an office at 1331 Twelfth Avenue, Altoona, Blair County, Pennsylvania 16601.
2. Defendant is James M. Williams d/b/a JDK Trucking, an adult individual, with a last known mailing address of P.O. Box 205, Morrisdale, Pennsylvania 16858.

**FILED**

MAY 19 2003

William A. Shaw  
Prothonotary

3. On August 25, 2000, Defendant executed and delivered to Keystone a Promissory Note in consideration of a loan made by Keystone to Defendant in the original principal sum of SIXTY-EIGHT THOUSAND and 00/100 (\$68,000.00) Dollars (the "First Note"). (A true and correct copy of the First Note, which contains the Warrant of Attorney upon which this confession of judgment is based is attached to and incorporated into this Complaint as Exhibit "A.")

4. On August 25, 2000, Defendant executed and delivered to Keystone a Promissory Note in consideration of the extension of credit by Keystone to Defendant in the original principal sum of TEN THOUSAND and 00/100 (\$10,000.00) Dollars (the "Second Note"). (A true and correct copy of the Second Note, which contains the Warrant of Attorney upon which this confession of judgment is based is attached to and incorporated into this Complaint as Exhibit "B.")

5. The Defendant is in default of his obligations under the terms of the First Note by failing to make the payment due October 25, 2002 and several subsequent timely payments thereafter.

6. As a result of the Defendant's default of the terms of the First Note, Plaintiff is entitled to receive from Defendant all indebtedness due thereunder, being determined as follows:

Outstanding Principal Balance	\$40,951.73
Interest through April 9, 2003	\$ 1,359.82
Late Charges	\$ 40.61
Attorney's Commission (10% of the Outstanding Principal Balance)	\$ <u>4,095.17</u>
<b>TOTAL</b>	<b>\$46,447.33</b>

Plus interest from April 10, 2003 at the daily rate of \$6.82.

7. The Defendant is in default of his obligations under the terms of the Second Note by failing to make the payment due on the First Note on October 25, 2002 and several subsequent timely payments thereafter as set forth in Paragraph 5.

8. As a result of the Defendant's default of the terms of the Second Note, Plaintiff is entitled to receive from Defendant all indebtedness due thereunder, being determined as follows:

Outstanding Principal Balance	\$10,036.27
Interest through April 9, 2003	\$ 136.71
Late Charges	\$ 42.36
Attorney's Commission (10% of the Outstanding Principal Balance)	<u>\$ 1,003.63</u>
<b>TOTAL</b>	<b>\$11,218.97</b>

Plus interest from April 10, 2003 at the daily rate of \$1.16861.

9. Judgment may be entered against Defendant with respect to the First Note and the Second Note because each of these documents authorizes entry of judgment by confession unconditionally, without condition precedent and without regard to default.

10. In connection with the First Note and the Second Note, the Defendant executed and delivered to Keystone Disclosures for Confession of Judgment, dated August 25, 2000. (True and correct copies of the Disclosures for Confession of Judgment on the First Note and the Second Note are attached to and incorporated into this Complaint as Exhibits "C" & "D," respectively)

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

12. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction. (An Affidavit certifying the same is attached to and incorporated into this Complaint as Exhibit "E.")

13. An Affidavit certifying the last known addresses of Defendant, that his income exceeds Ten Thousand (\$10,000.00) Dollars per year, and that he is not in the military service of the United States and/or its States, Territories or Allies is attached to and incorporated into this Complaint as Exhibit "F.")

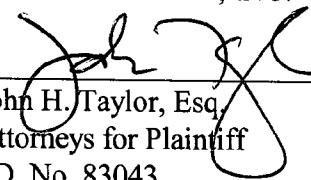
14. An Affidavit certifying that the transaction upon which this matter is based is not a retail or installment sale, contract or account is attached to and incorporated into this Complaint as Exhibit "G."

15. The First Note and the Second Note are each less than twenty (20) years old, and copies of each are attached hereto as Exhibits "A" and "B," respectively. Thus, no application for a Court order granting leave to enter judgment after notice is required.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX and 30/100 (\$57,726.30) Dollars, plus interest accruing from April 10, 2003 at the daily rate of \$7.98861 and as authorized by the Warrant of Attorney appearing in the First Note and the Second Note, respectively, attached to this Complaint.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

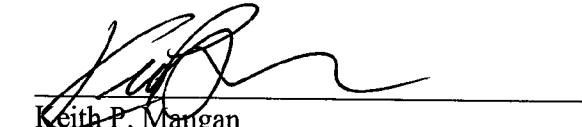
By: 

John H. Taylor, Esq.  
Attorneys for Plaintiff  
I.D. No. 83043  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Dated: May 16, 2003  
#263603.1

**VERIFICATION**

Understanding that false statements made in this verification are subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities, I verify that I am Assistant Vice President of Manufacturers and Traders Trust Company, the Plaintiff in the foregoing Complaint, that I am authorized to make this verification on Plaintiff's behalf, and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.



Keith P. Mangan  
Assistant Vice President

Date: May 15, 2003.

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

MANUFACTURERS AND TRADERS :  
TRUST COMPANY, Successor to :  
KEYSTONE FINANCIAL BANK, N.A., :  
: Plaintiff :  
: :  
: : No. 03-751-CJ  
vs. :  
: :  
JAMES M. WILLIAMS d/b/a :  
JDK TRUCKING, :  
: Defendant :  
:

**CONFESSON OF JUDGMENT**

Pursuant to the authority contained in the Warrants of Attorney contained in the Promissory Notes given by Defendant to Plaintiff's predecessor in interest, Keystone Financial Bank, N.A. ("Keystone") (copies of which are attached to the Complaint filed in the captioned action), we appear for Defendant and confess judgment in favor of Plaintiff and against Defendant as follows:

**\$68,000.00 Promissory Note dated August 25, 2000, given to Keystone (the "First Note"):**

Outstanding Principal Balance	\$40,951.73
Interest through April 9, 2003	\$ 1,359.82
Late Charges	\$ 40.61
Attorney's Commission (10% of the Outstanding Principal Balance)	\$ <u>4,095.17</u>
<b>TOTAL</b>	<b>\$46,447.33</b>

Plus interest from April 10, 2003 at the daily rate of \$6.82.

**\$10,000.00 Promissory Note dated August 25, 2000, given to Keystone (the "Second Note"):**

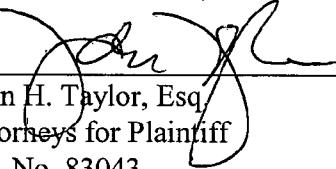
Outstanding Principal Balance	\$10,036.27
Interest through April 9, 2003	\$ 136.71
Late Charges	\$ 42.36
Attorney's Commission (10% of the Outstanding Principal Balance)	\$ <u>1,003.63</u>
<b>TOTAL</b>	<b>\$11,218.97</b>

Plus interest from April 10, 2003 at the daily rate of \$1.16861.

Pursuant to the terms of the First Note and the Second Note, Plaintiff is entitled to receive from Defendant all indebtedness due thereunder in the total amount of \$57,726.30, plus interest at the daily rate of \$7.98861 from April 10, 2003.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

John H. Taylor, Esq.  
Attorneys for Plaintiff  
I.D. No. 83043  
811 University Drive  
State College, PA 16801  
(814) 238-4926

Judgment entered as above this 19<sup>th</sup> day of May, 2003.

  
\_\_\_\_\_  
Prothonotary

263611.1





## U.S. Small Business Administration

## NOTE

SBA Loan #	GP 386834 4001PGH
SBA Loan Name	JDK Trucking
Date	August 25, 2000
Loan Amount	\$ 68,000.00
Interest Rate	Variable
Borrower	James M. Williams
Operating Company	
Lender	KEYSTONE FINANCIAL BANK, N.A.

## 1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of Sixty Eight Thousand & 00/100 Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

## 2. DEFINITIONS:

"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small business Administration, an Agency of the United States of America.

## 3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate on this Note will fluctuate. The initial interest rate is 11.25% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 1.75%.

Borrower must pay principal and interest payments of \$1,174.00 every month, beginning one month from the month this Note is dated; payments must be made on the 25th calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The Interest rate will be adjusted every calendar quarter (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in the Wall Street Journal on the next business day.

The adjusted Interest rate will be 1.75% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change. The initial interest rate must remain in effect until the first change period begins.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

All remaining principal and accrued interest is due and payable 7 years from date of Note.

**Late Charge:** If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

#### 4. RIGHT TO PREPAY:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- A. Give Lender written notice;
- B. Pay all accrued interest; and
- C. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date Lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph B.

If Borrower does not prepay within 60 days from the date Lender receives the notice, Borrower must give Lender a new notice.

#### 5. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

The Interest rate will be adjusted every calendar quarter (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in the Wall Street Journal on the next business day.

The adjusted interest rate will be 1.75% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change. The initial interest rate must remain in effect until the first change period begins.

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- A. Give Lender written notice;
- B. Pay all accrued interest; and
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#### 5. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

**6. LENDER'S RIGHTS IF THERE IS A DEFAULT:**

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgement;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

**7. LENDER'S GENERAL POWERS:**

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

**8. WHEN FEDERAL LAW APPLIES:**

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

**9. SUCCESSORS AND ASSIGNS:**

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

**10. GENERAL PROVISIONS:**

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

**11. STATE-SPECIFIC PROVISIONS:**

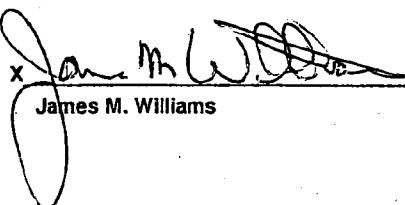
**CONFESION OF JUDGMENT.** The Undersigned hereby authorizes and empowers any attorney or clerk of any Court of record in the United States or elsewhere to appear for and, with or without declaration filed, confess judgment against the

Undersigned in favor of the holder, assignee or successor of holder of the Note, at any time, for the full or total amount of this Note, together with all indebtedness provided for therein, with costs of suit and attorney's commission of ten (10) percent for collection; and the Undersigned expressly releases all errors, waives all stay of execution, rights of inquisition and extension upon any levy upon real estate and all exemption of property from levy and sale upon any execution hereon; and the Undersigned expressly agrees to condemnation and expressly relinquishes all rights to benefits or exemptions under any and all exemption laws now in force or which may hereafter be enacted.

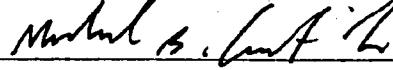
12. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

BORROWER:

 \_\_\_\_\_ (SEAL)  
x James M. Williams

Signed, acknowledged and delivered in the presence of:

x  \_\_\_\_\_  
Witness  
x \_\_\_\_\_  
Witness



# PROMISSORY NOTE

Principal \$10,000.00	Loan Date 08-25-2000	Maturity 08-25-2005	Loan No. 501-30022	Call SBAEXP	Collateral SEC	Account 403691	Officer 2573	Initials
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:** James M. Williams DBA: JDK Trucking  
RR 1 Box 394  
Coalport, PA 16627

**Lender:** Keystone Financial Bank, N.A.  
Twelfth Avenue Office  
1130 Twelfth Avenue  
Altoona, PA 16602

**Principal Amount:** \$10,000.00

**Initial Rate:** 11.250%

**Date of Note:** August 25, 2000

**PROMISE TO PAY.** James M. Williams ("Borrower") promises to pay to Keystone Financial Bank, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Ten Thousand & 00/100 Dollars (\$10,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on August 25, 2005. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning September 25, 2000, with all subsequent interest payments to be due on the same day of each month after that. 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. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published each business day in the Wall Street Journal. When a range of rates has been published, the lowest of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each CALENDAR QUARTER. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 9.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.750 percentage points over the Index, resulting in an initial rate of 11.250% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, 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 of accrued unpaid interest. Rather, early payments will reduce the principal balance due. 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: Keystone Financial Bank, N.A.; Twelfth Avenue Office; 1130 Twelfth Avenue; Altoona, PA 16602.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 6.750 percentage points over the Index. 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 interest rate applicable to this Note at the time judgment is entered.

**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.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**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. 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.

**PROMISSORY NOTE**  
**(Continued)**

Page 2

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

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by, construed and enforced in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Blair County, Commonwealth of Pennsylvania.

**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.

**LINE OF CREDIT.** This Note evidences a revolving line of credit. Advances under this Note may be requested orally by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person currently is authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of his or her authority: **James M. Williams.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

**REST PERIOD.** The principal balance must be rested (zeroed) for thirty (30) consecutive days in each twelve (12) month period.

**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 Lender's 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.

**CONFESION 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 CONFESION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL. The lien arising from any judgment confessed or entered pursuant to the foregoing authority shall not extend to any of Borrower's residential real property as that term is defined in the Pennsylvania Act of January 30, 1974 (Pa. Laws 13, No. 6), referred to as the Loan Interest and Protection Law, as amended, and the holder of any judgment confessed or entered pursuant to the foregoing authority shall not, in enforcement of any such judgment, execute, levy or otherwise proceed against any such residential real property; provided, however, that the lien of such judgment shall extend to such residential real property and that the holder thereof shall be permitted to execute, levy or proceed against such residential real property from and after the entry of a judgment as contemplated by Section 407 of such Loan Interest and Protection Law and Rules 2981 to 2986 of the Pennsylvania Rules of Civil Procedure, or successor or similar statutes and rules. No limitation of lien or any execution, levy or other enforcement contained in the immediately preceding sentence shall apply with respect to any judgment obtained other than by the foregoing authority to confess or enter judgment.

PROMISSORY NOTE  
(Continued)

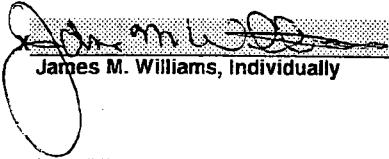
Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. 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:



(Seal)

James M. Williams, Individually

LASER PRO Lending, Reg. U.S. Pat. & T.M. Off., Ver. 5.12.03.06 (c) Concentrex 1997, 2000. All Rights Reserved. - PA 51CFIWIN21CFIPL1D20FC TR-2617 PR-48





# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$10,000.00	Loan Date 08-25-2000	Maturity 08-25-2005	Loan No 501-30022	Call SEAXEP	Collateral SEC	Account 403691	Officer 2573	Initials
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:** James M. Williams DBA: JDK Trucking  
RR 1 Box 394  
Coalport, PA 16627

**Lender:** Keystone Financial Bank, N.A.  
Twelfth Avenue Office  
1130 Twelfth Avenue  
Altoona, PA 16602

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 25<sup>TH</sup> DAY OF Aug 4<sup>th</sup>, 2000, A PROMISSORY NOTE FOR \$10,000.00 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. *JMW*

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. *JMW*

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**

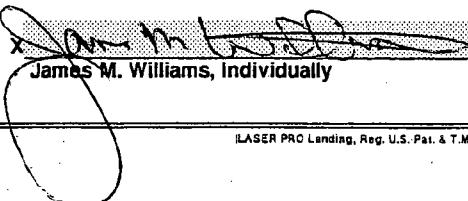
JMW

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.
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 *James M. Williams*  
James M. Williams, Individually

(Seal)



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

MANUFACTURERS AND TRADERS :  
TRUST COMPANY, Successor to :  
KEYSTONE FINANCIAL BANK, N.A., :  
: Plaintiff :  
: :  
: : No.  
vs. :  
: :  
JAMES M. WILLIAMS d/b/a :  
JDK TRUCKING, :  
: :  
: Defendant :

**PLAINTIFF'S AFFIDAVIT THAT JUDGMENT IS NOT BEING ENTERED BY**  
**CONFESSTION AGAINST A NATURAL PERSON IN CONNECTION**  
**WITH A CONSUMER CREDIT TRANSACTION**

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BLAIR :

I, Keith P. Mangan, being duly sworn according to law, depose and say that:

1. I am the Assistant Vice President of Manufacturers and Traders Trust Company, the of Plaintiff in the captioned action and I am authorized to make this affidavit on Plaintiff's behalf.
2. The transactions upon which the judgment is being entered by confession against Defendant in the captioned action were not consumer credit transactions.
3. The transactions upon which the judgment is being entered by confession are in connection with a commercial business transactions.

  
Keith P. Mangan  
Assistant Vice President  
Manufacturers and Traders Trust Company

Sworn and subscribed  
to me this 15th day of  
May, 2003.

  
Jennifer L. Michelone  
Notary Public

362605.1

Notarial Seal  
Jennifer L. Michelone, Notary Public  
City Of Altoona, Blair County  
My Commission Expires Dec 16, 2006

Member, Pennsylvania Association Of Notaries

**EXHIBIT "E"**  
**(Page 1 of 1)**

Exhibit F

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

MANUFACTURERS AND TRADERS :  
TRUST COMPANY, Successor to :  
KEYSTONE FINANCIAL BANK, N.A., :  
: Plaintiff :  
: :  
: : No.  
vs. :  
: :  
JAMES M. WILLIAMS d/b/a :  
JDK TRUCKING, :  
: Defendant :  
:

**AFFIDAVIT OF ADDRESS AND INCOME AND**  
**VERIFICATION OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
: : ss.  
COUNTY OF BLAIR :  
:

I, Keith P. Mangan, being duly sworn according to law, depose and say that:

1. I am Assistant Vice President of Manufacturers and Traders Trust Company, which is the Plaintiff in the captioned action, and I am authorized to make this Affidavit on Plaintiff's behalf.
2. The address of the Plaintiff is 1331 Twelfth Avenue, Altoona, Pennsylvania 16601.
3. To the best of my knowledge, information, and belief, Defendant's income exceeds Ten Thousand (\$10,000) Dollars per year.

**EXHIBIT "F"**

**(Page 1 of 2)**

4. The last known residential address of Defendant is as follows:

RR1, Box 394  
Coalport, Pennsylvania 16627  
or  
P.O. Box 205  
Morrisdale, Pennsylvania 16858

5. To the best of my knowledge, information and belief, Defendant is not in the Military Service of the United States, any State or Territory thereof, nor its allies, as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto.

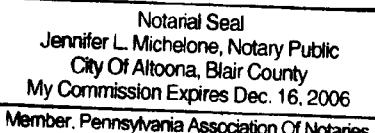


Keith P. Mangan  
Assistant Vice President  
Manufacturers and Traders Trust Company

Sworn to and subscribed  
before me this 15th day of  
May, 2003.



Jennifer L. Michelone  
Notary Public



263607.1

**EXHIBIT "F"**  
**(Page 2 of 2)**

Exhibit G

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

MANUFACTURERS AND TRADERS :  
TRUST COMPANY, Successor to :  
KEYSTONE FINANCIAL BANK, N.A., :  
Plaintiff :  
vs. :  
JAMES M. WILLIAMS d/b/a :  
JDK TRUCKING, :  
Defendant :

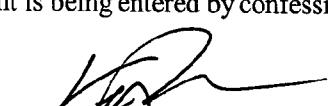
No.

**PLAINTIFF'S AFFIDAVIT THAT TRANSACTION DOES NOT ARISE FROM A**  
**RETAIL OR INSTALLMENT SALE, CONTRACT OR ACCOUNT**

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BLAIR :

I, Keith P. Mangan, being duly sworn according to law, depose and say that:

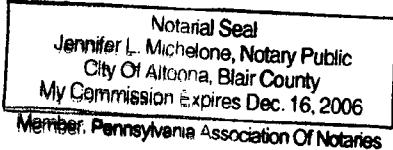
1. I am Assistant Vice President of Manufacturers and Traders Trust Company, the of Plaintiff in the captioned action and I am authorized to make this affidavit on Plaintiff's behalf.
2. The transaction upon which the judgment is being entered by confession does not arise from a retail or installment sale, contract or account.
3. The transaction upon which the judgment is being entered by confession is in connection with a commercial business transaction.

  
Keith P. Mangan  
Assistant Vice President  
Manufacturers and Traders Trust Company

Sworn and subscribed  
to me this 15th day of  
May, 2003.

  
Jennifer L. Michelone  
Notary Public

263609.1

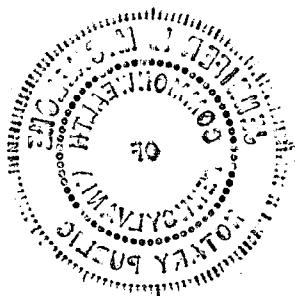


**EXHIBIT "G"**

**FILED** Atty Ad. 85.00

At 10:10 AM  
MAY 19 2003 Notice to Def (2 addressees  
See notices)

William A. Shaw Statement to Atty  
Prothonotary



**COPY**

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

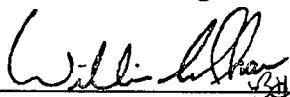
MANUFACTURERS AND TRADERS :  
TRUST COMPANY, Successor to :  
KEYSTONE FINANCIAL BANK, N.A., :  
: Plaintiff :  
: :  
vs. : :  
: :  
JAMES M. WILLIAMS d/b/a :  
JDK TRUCKING, :  
: :  
Defendant :  
:

No. 03-751-CD

**NOTICE OF ENTRY OF JUDGMENT BY CONFESSION**

To: James M. Williams d/b/a JDK Trucking  
RR1, Box 394  
Coalport, Pennsylvania 16627

You are hereby notified that on May 19, 2003, a judgment was entered in the Court of Common Pleas of Clearfield County, Pennsylvania at the above term and number, in the amount of \$57,726.30, which amount includes an attorney's commission, plus interest from April 10, 2003 at the daily rate of \$7.9861 and costs of suit pursuant to the terms of the two Promissory Notes given by you to Keystone Financial Bank, N.A., each dated August 25, 2000.

  
\_\_\_\_\_  
Prothonotary

Dated: May 19, 2003  
263613.1

**COPY**

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

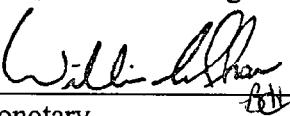
MANUFACTURERS AND TRADERS :  
TRUST COMPANY, Successor to :  
KEYSTONE FINANCIAL BANK, N.A., :  
Plaintiff :  
vs. :  
JAMES M. WILLIAMS d/b/a :  
JDK TRUCKING, :  
Defendant :

No. 03-751-CD

**NOTICE OF ENTRY OF JUDGMENT BY CONFESSION**

To: James M. Williams d/b/a JDK Trucking  
P.O. Box 205  
Morrisdale, PA 16858

You are hereby notified that on May 19, 2003, a judgment was entered in the Court of Common Pleas of Clearfield County, Pennsylvania at the above term and number, in the amount of \$57,726.30, which amount includes an attorney's commission, plus interest from April 10, 2003 at the daily rate of \$7.9861 and costs of suit pursuant to the terms of the two Promissory Notes given by you to Keystone Financial Bank, N.A., each dated August 25, 2000.

  
\_\_\_\_\_  
Prothonotary

Dated: May 19, 2003  
263613.2

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

COPY

Manufacturers and Traders Trust Company,  
Successor to Keystone Financial Bank, N.A.  
Plaintiff(s)

No.: 2003-00751-CD

Real Debt: \$57,726.30

Atty's Comm: \$

Vs.

Costs: \$

James M. Williams, d/b/a  
JDK Trucking  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: May 19, 2003

Expires: May 19, 2008

Certified from the record this 19th day of May, 2003.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

MANUFACTURERS AND TRADERS :  
TRUST COMPANY, Successor to :  
KEYSTONE FINANCIAL BANK, N.A., :  
: Plaintiff :  
: : No. 03-751-CD  
vs. :  
: :  
JAMES M. WILLIAMS d/b/a :  
JDK TRUCKING :  
: Defendant :  
:

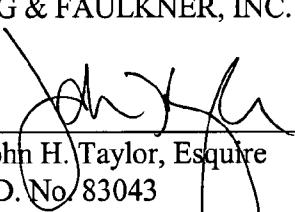
**AFFIDAVIT OF SERVICE**

The undersigned hereby certifies that the following was served with a copy of the within  
Notice Under Rule 2958.1 of Judgment and Execution Thereon by mailing the same via Certified  
Mail, evidenced by Form 3811 (Exhibit "A" attached), on May 20, 2003:

James M. Williams d/b/a JDK Trucking  
P.O. Box 394  
Coalport, Pennsylvania 16627

The Notice was received by Defendant on June 6, 2003.

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

John H. Taylor, Esquire  
I.D. No. 83043  
Attorneys for Plaintiff  
811 University Drive  
State College, PA 16801

DATED: June 23, 2003

**FILED**

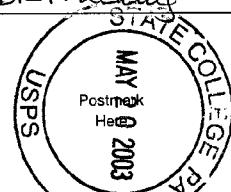
266584.1

JUN 24 2003  
7/10/301  
William A. Shaw  
Prothonotary

1 copy to him

926

## EXHIBIT "A"

<b>U.S. Postal Service</b> <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
<b>Article Sent To:</b>	
<i>James M Williams d/b/a JDK Trucking</i>	
Postage  Certified Fee  Return Receipt Fee (Endorsement Required)  Restricted Delivery Fee (Endorsement Required)	\$ .37  2.30  1.75  Total Postage & Fees
\$ 4.42	
Name (Please Print Clearly) (to be completed by mailer) <i>James M. Williams d/b/a JDK Trucking</i>	
Street, Apt. No., or PO Box No. <i>R.R. Box 394</i>	
City, State, ZIP+4 <i>Coalport, PA 16627</i>	
	
<small>Postmark 16801 2003</small>	
<small>See Reverse for Instructions</small>	

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Received by (Please Print Clearly) <input type="text" value="Tina J. Bennett"/> B. Date of Delivery <input type="text" value="6/7/03"/></p> <p>C. Signature <input type="text" value="Tina J. Bennett"/> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No          If YES, enter delivery address below: <input type="text"/></p> <p>1. Article Addressed to:  <b>James M. Williams d/b/a          JDK Trucking          RR1, Box 394          Coalport, PA 16627</b></p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.          4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

2 Article Number (Copy from service label)

Article Number (Copy from Service Log) 7099 3400 0012 9209 2377

RRI, Box 394  
Coalport, PA 16627

Coalport, PA 16627

2. Article Number (Copy from service label)

7099 3400 0012 9209 2377

PS Form 3811, July 1999

## Domestic Return Receipt

102595-99-M-1789

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

MANUFACTURERS AND TRADERS  
TRUST COMPANY, Successor to  
KEYSTONE FINANCIAL BANK, N.A.,

Plaintiff : No. 03-751-CD

vs. :

JAMES M. WILLIAMS d/b/a  
JDK TRUCKING, :

Defendant :

**NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON**

To: James M. Williams d/b/a JDK Trucking  
RR1, Box 394  
Coalport, Pennsylvania 16627

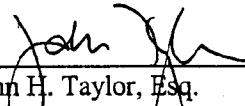
A judgment in the amount of \$57,726.30 including attorney's commission, plus interest from April 10, 2003 at the daily rate of \$7.9861 and costs of suit, has been entered against you and in favor of the Plaintiff without any prior notice or hearing pursuant to a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

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

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

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

John H. Taylor, Esq.  
Attorneys for Plaintiff  
I.D. No. 83043  
811 University Drive  
State College, PA 16801

Date: May 20, 2003

FILED

JUN 24 2003

William A. Shaw  
Prothonotary