

03-1037-CD
CLEARFIELD BANK & TRUST CO vs. EJR, INC.

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Rule 2958.4. Choice of Procedure. Notice Upon Subsequent Executions

(a) A plaintiff who has given notice pursuant to Rule 2958.1 may not proceed thereafter under Rules 2958.2 and 2958.3.

(b) The notice required by Rules 2958.1 through 2958.3 need not be given upon subsequent executions on a judgment if the notice was given prior to or upon a previous execution on that judgment and either

(1) the defendant filed a petition for relief from the judgment and the court denied the relief, or

(2) the defendant failed to file a petition for relief from the judgment within thirty days after service of the notice as required by Rule 2959(a)(3).

Adopted April 1, 1996, effective July 1, 1996.

Explanatory Comment—1996

The rules of civil procedure governing confession of judgment for money have been revised in two major respects: the abolition of confession of judgment in a consumer credit transaction and the imposition of a requirement of notice prior to or with execution upon a confessed judgment.

II. Notice

The provisions for notice are intended to aid the bench and bar in complying with *Jordan v. Fox, Rothschild, O'Brien & Frankel*, 20 F.3d 1250 (C.A.3 1994). The significance of the opinion was stated by Judge R. Stanton Wettick, Jr. in *S & T Bank v. Coyne*, No. GD 94-12141 (Allegheny County, August 11, 1994):

The *Jordan* opinion is significant only because the judgment creditor and its attorneys are now also subject to a § 1983 claim by a judgment debtor who did not waive its constitutional rights to notice and a hearing.

New rules have been promulgated to provide for notice to be served upon the defendant in most cases prior to or during execution on a judgment entered by confession. There are three notices but only one need be given in a particular case.

Under Rule 2958.4, the plaintiff must choose whether to give thirty-days' advance notice under Rule 2958.1 or to give notice as part of the execution process under Rules 2958.2 and 2958.3. Subdivision (a) of the rule provides that a plaintiff who has given notice pursuant to Rule 2958.1 may not proceed also under Rule 2958.2 or Rule 2958.3. However, once having given the required notice, the plaintiff need not give notice again on a subsequent execution on the same judgment.

The intent of these rules is to limit the necessity for hearings on issues of due process and waiver by providing the defendant with a pre-deprivation notice and opportunity for hearing on the merits. However, new Rule 2959(a)(2) specifies three instances when the issue of the voluntary, intelligent and knowing waiver of due process rights may be raised. The first is in support of a request for a stay when the court has already denied a prior request for a stay despite timely filing of that request and "the presentation of prima facie evidence of a defense." The second is when personal property has been levied upon or attached without prior notice and hearing under new Rule 2958.2. The third is when a defendant in possession

of leased residential real property has been evicted without prior notice and hearing under new Rule 2973.3. In all other instances, the issues upon a petition for relief from the judgment will be the merits and not the waiver of due process rights.

Rule 2959. Striking Off or Opening Judgment; Pleadings; Procedure

(a)(1) Relief from a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

(i) in support of a further request for a stay of execution where the court has not stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Rule 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440.

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which in a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment are pending.

Adopted June 27, 1969, effective Jan. 1, 1970. Amended Oct. 4, 1973, effective Dec. 1, 1973; Nov. 14, 1978, effective Dec. 2, 1978; Dec. 14, 1979, effective Feb. 1, 1980; June 20, 1985, effective Jan. 1, 1986; April 1, 1996, effective July 1, 1996.

Explanatory Comment—1979

Amendment to Rule 2959(a). The Act of March 27, 1945, P.L. 83, as amended, 12 P.S. §§ 913, 914 provided that if a confessed judgment is transferred to another county or if a writ of execution upon it is directed to another county, the defendant has the option to petition to open either in the county where the judgment was originally entered or in the county to which it was transferred or to which the executive was directed.

This Act is repealed by JARA. Subdivision (a) of Rule 2950 has been amended to continue the procedure. The scope of the repealed Act is enlarged by granting optional venue in the case of a petition to strike the judgment as well as petitions to open.

This is consisted with subdivision (a) of Rule 2959 which requires all grounds for relief, whether to open or to strike, to be raised at one time. To prevent bifurcation of the proceedings, the optional venue must be extended to both forms of relief.

A petition to strike must assert defects appearing on the record. If the judgment debtor should seek to strike the judgment in an outside county, examination of the record of the original confession may be essential. For this purpose, the judgment debtor can, under the authority of Rule 3002(c), file in the outside county a certified copy of all or any part of the record, testimony or exhibits in the original action.

New Rule 2959(f). An order of court opening a judgment does not impair the lien of the judgment or of any execution issued on it, although the court may stay the execution pending final disposition of the proceeding. 7 Stand.Pa.Prac. 172, 174 §§ 138, 142. To the contrary an order of court striking a judgment annuls the lien of the judgment or of any execution issued on it. 7 Stand.Pa.Prac. 244 §§ 223, 224.

However, the mere filing of a petition to open or strike a judgment does not affect the lien of the judgment or of any execution, subject, of course, to the power of the court to stay execution pending decision on the petition. Subdivision (f) has been added to Rule 2959 to restate this principle.

Section 1722(b) of the Judicial Code authorizes the Supreme Court to promulgate general rules on the subject of liens and their extent where not already governed by Act of Assembly. In the absence of such general rules, present practice shall continue.

The rarely used Act of July 9, 1897, P.L. 237, 12 P.S. § 911, create a special remedy under which a creditor of a judgment debtor might attack a judgment confessed by that debtor in favor of another creditor on a showing of invalidity or fraud, and the filing of a bond to protect the judgment plaintiff. The Act preserved the lien of any levy which had been made pending termination of the proceedings. The Act was suspended in 1969 by Rule 2975(3) [rescinded] with respect to confessed judgments, except insofar as it preserved the lien, and it has been repealed by JARA.

Explanatory Comment—1996

The rules of civil procedure governing confession of judgment for money have been revised in two major respects: the

abolition of confession of judgment in a consumer credit transaction and the imposition of a requirement of notice prior to or with execution upon a confessed judgment.

II. Notice

The provisions for notice are intended to aid the bench and bar in complying with *Jordan v. Fox, Rothschild, O'Brien & Frankel*, 20 F.3d 1250 (C.A.3 1994). The significance of the opinion was stated by Judge R. Stanton Wettick, Jr. in *S & T Bank v. Coyne*, No. GD 94-12141 (Allegheny County, August 11, 1994):

The *Jordan* opinion is significant only because the judgment creditor and its attorneys are now also subject to a § 1983 claim by a judgment debtor who did not waive its constitutional rights to notice and a hearing.

New rules have been promulgated to provide for notice to be served upon the defendant in most cases prior to or during execution on a judgment entered by confession. There are three notices but only one need be given in a particular case.

Under new Rule 2959(a)(3), a defendant must file a petition within thirty days of service of the notice to obtain relief from the judgment or to prevent execution. After thirty days, the defendant is barred from relief unless there are "compelling reasons for the delay".

The intent of these rules is to limit the necessity for hearings on issues of due process and waiver by providing the defendant with a pre-deprivation notice and opportunity for hearing on the merits. However, new Rule 2959(a)(2) specifies three instances when the issue of the voluntary, intelligent and knowing waiver of due process rights may be raised. The first is in support of a request for a stay when the court has already denied a prior request for a stay despite timely filing of that request and "the presentation of prima facie evidence of a defense." The second is when personal property has been levied upon or attached without prior notice and hearing under new Rule 2958.2. The third is when a defendant in possession of leased residential real property has been evicted without prior notice and hearing under new Rule 2973.3. In all other instances, the issues upon a petition for relief from the judgment will be the merits and not the waiver of due process rights.

Rule 2960. Proceedings upon Opening of Judgment. Pleadings. Jury Trial. Waiver

If a judgment is opened in whole or in part the issues to be tried shall be defined by the complaint if a complaint has been filed, and by the petition, answer and the order of the court opening the judgment. There shall be no further pleadings. The right to a jury trial on the opened judgment shall be deemed waived unless a party files and serves a written demand for jury trial within twenty days after the order opening judgment; but if the issue is referred to compulsory arbitration, Rule 1007.1 shall apply.

Adopted June 27, 1969, effective Jan. 1, 1970. Amended Oct. 4, 1973, effective Dec. 1, 1973; April 1, 1996, effective July 1, 1996.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

CIVIL DIVISION

Plaintiff,

vs.

No. 03-1037-CD

BJR, INC.,

Defendant.

**COMPLAINT IN CONFESSION OF
JUDGMENT**

**Filed on Behalf of:
Clearfield Bank & Trust Co.**

Counsel for Plaintiff:

**Thomas E. Reiber, Esquire
Pa. I.D. #41825
Brett A. Solomon, Esquire
PA I.D. #83746**

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

FILED

JUL 16 2003

BANK_FIN:202504-1 013828-113500

**William A. Shaw
Prothonotary**

ACT 105 OF 2000 NOTICE

A JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT.

PURSUANT TO 42 PA. C.S.A. §2737.1, IF YOU WERE INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT IN CONFESSION OF JUDGMENT, YOU MAY BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY TAKE ACTION TO STRIKE THE JUDGMENT BY FOLLOWING THE PROCEDURE IN RULE 2959 WHICH IS AS FOLLOWS:

Pennsylvania Rule of Civil Procedure 2959 – Striking Off Judgment.

(a) (1) Relief From a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

(i) in support of a further request for a stay of execution where the court has stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Pennsylvania Rule of Civil Procedure 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440 (see text of Rule 440 reprinted below).

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings

on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment is pending.

Rule 440. Service of Legal Papers other than Original Process

(a) (1) Copies of all legal papers other than original process filed in an action or served upon any party to an action shall be served upon every other party to the action. Service shall be made

(i) by handing or mailing a copy to or leaving a copy for each party at the address of the party's attorney of record endorsed on an appearance or prior pleading of the party, or at such other address as a party may agree, or

Note: Such other address as a party may agree might include a mailbox in the prothonotary's office or an e-mail address. For electronic service by means other than facsimile transmission, see Rule 205.4(g).

(ii) by transmitting a copy by facsimile to the party's attorney of record as provided by subdivision (d).

(2) (i) If there is no attorney of record, service shall be made by handing a copy to the party or by mailing a copy to or leaving a copy for the party at the address endorsed on an appearance or prior pleading or the residence or place of business of the party, or by transmitting a copy by facsimile as provided by subdivision (d).

(ii) If such service cannot be made, service shall be made by leaving a copy at or mailing a copy to the last known address of the party to be served.

Note: This rule applies to the service upon a party of all legal papers other than original process and includes, but is not limited to, all other pleadings as well as motions, petitions, answers thereto, rules, notices, interrogatories and answers thereto. Original process is served under Rule 400 et seq.

(b) Service by mail of legal papers other than original process is complete upon mailing.

(c) If service of legal papers other than original process is to be made by the sheriff, he shall notify by ordinary mail the party requesting service to be made that service has or has not been made upon a named party or person.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,)
vs.) No.
BJR, INC.,)
Defendant.)

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, Clearfield Bank & Trust Co., by and through its counsel, Tucker Arensberg, P.C., avers as follows:

1. The Plaintiff is Clearfield Bank & Trust Co., a corporation with offices located at 11 North Second Street, Clearfield, PA 16830.
2. The Defendant, BJR, Inc., is a Pennsylvania corporation with a last known address of 805 South Second Street, Clearfield, PA 16830.

COUNT I

3. On or about August 24, 2000 the Defendant executed and delivered to the Plaintiff a Note in the original principal amount of \$300,000 (the "Note"), upon terms and conditions contained in the Note, a true and correct copy of which is attached hereto, incorporated herein, and labeled as Exhibit "A".
4. Pursuant to the terms of the Note, the entire outstanding principal balance, plus all accrued unpaid interest thereon was due and payable on July 31, 2001.

5. The Defendant is in defaulted under the Note by, *inter alia*, failing to make payment when due.
6. Notwithstanding default, the Defendant has not repaid the Plaintiff and remains in default under the terms of the Note.
7. The Note contains a warrant of attorney authorizing the confession of judgment in favor of the Plaintiff and against the Defendant, as of any term, for the unpaid balance of the Note, together with costs of suit and an attorneys' commission not to exceed fifteen percent (15%) for collection.
8. Judgment has not been entered on the Note in any jurisdiction.
9. The Note has not been assigned.
10. **JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**
11. As of July 3, 2003, the amount due from the Defendant to the Plaintiff pursuant to the Note, and for which judgment is authorized, is \$328,432.15, plus costs of suit and accruing interest, computed as follows:

Principal Debt:	\$282,011.59
Interest Accrued through July 3, 2003	4,098.82
Late Charges	20.00
<u>Attorney's Commission of 15%:</u>	<u>42,301.74</u>
Total:	\$328,432.15

*Plus interest accruing at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant in the amount of Three Hundred Twenty Eight Thousand Four Hundred Thirty

Two and 15/100 Dollars (\$328,432.15), plus interest thereon at the contract rate after July 3, 2003, plus costs and expenses of suit and such other relief as this Court deems appropriate.

COUNT II

12. On or about February 5, 2002 the Defendant executed and delivered to the Plaintiff a Note in the original principal amount of \$130,000 (the "2002 Note"), upon terms and conditions contained in the 2002 Note, a true and correct copy of which is attached hereto, incorporated herein, and labeled as Exhibit "B".
13. The Defendant is in defaulted under the 2002 Note by, *inter alia*, failing to make payment when due.
14. Notwithstanding default, the Defendant has not repaid the Plaintiff and remains in default under the terms of the 2002 Note.
15. The 2002 Note contains a warrant of attorney authorizing the confession of judgment in favor of the Plaintiff and against the Defendant, as of any term, for the unpaid balance of the 2002 Note, together with costs of suit and an attorneys' commission not to exceed fifteen percent (15%) for collection.
16. Judgment has not been entered on the 2002 Note in any jurisdiction.
17. The 2002 Note has not been assigned.
18. **JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**
19. As of July 3, 2003, the amount due from the Defendant to the Plaintiff pursuant to the 2002 Note, and for which judgment is authorized, is \$124,752.34, plus costs of suit and accruing interest, computed as follows:

Principal Debt:	\$105,836.78
Interest Accrued through July 3, 2003	2,648.39
Late Charges	391.65
<u>Attorney's Commission of 15%:</u>	<u>15,875.52</u>
<u>Total:</u>	<u>\$124,752.34</u>

*Plus interest accruing at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered on the 2002 Note in its favor and against Defendant in the amount of One Hundred Twenty Four Thousand Seven Hundred Fifty Two and 34/100 Dollars (\$124,752.34), plus interest thereon at the contract rate after July 3, 2003, plus costs and expenses of suit and such other relief as this Court deems appropriate. For a total of Count I and Count II of Four Hundred Fifty Three Thousand One Hundred Eighty Four and 49/100 Dollars (\$453,184.49), plus interest thereon at the respective contract rate after July 3, 2003, plus costs and expenses of suit and such other relief as this Court deems appropriate.

Respectfully submitted,

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Pa. I.D. #41825
Brett Solomon, Esquire
Pa. I.D. #83746
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
Phone: (412) 566-1212
Facsimile: (412) 594-5619

Counsel for Clearfield Bank & Trust Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,)
vs.) No.
BJR, INC.,)
Defendant.)

CONFESION OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney contained in Note and 2002 Note copies of which are attached to the Complaint filed in this action as Exhibits "A" and "B" respectively, I hereby appear for the Defendants and confess judgment in favor of the Plaintiff and against the Defendants, jointly and severally as follows:

Principal Debt (Note)	\$282,011.59
Interest Accrued through July 3, 2003 (Note)	4,098.82
Late Charges (Note)	20.00
<u>Attorney's Commission of 15% (Note)</u>	<u>42,301.74</u>
Total:	\$328,432.15

Principal Debt:	\$105,836.78
Interest Accrued through July 3, 2003	2,648.39
Late Charges	391.65
<u>Attorney's Commission of 15%:</u>	<u>15,875.52</u>
Total:	\$124,752.34

TOTAL.....\$453,184.49

Plus interest accruing at the contract rate and costs and expenses of suit.



Attorney for Defendants
pro hac vice

EXHIBIT "A"

BJR INC PO BOX 1404 CLEARFIELD PA 16830-5404 BORROWER'S NAME AND ADDRESS *Includes each borrower above, joint and severally.	CLEARFIELD BANK & TRUST COMPANY 11 N. SECOND ST, P O BOX 171 CLEARFIELD, PA 16830 LENDER'S NAME AND ADDRESS *You means the lender, its successors and assigns.	Loan Number 711985 Date 08/24/00 Maturity Date 07/31/01 Loan Amount \$ 300,000.00 Renewal Of 30412567
<p>For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of Three hundred thousand & no/100 Dollars \$ 300,000.00</p> <p><input type="checkbox"/> Single Advance: I will receive all of this principal sum on _____ No additional advances are contemplated under this note.</p> <p><input checked="" type="checkbox"/> Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ 00 and future principal advances are contemplated.</p> <p>Conditions: The conditions for future advances are _____ AT BORROWERS REQUEST</p> <p><input checked="" type="checkbox"/> Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on JULY 31, 2001</p> <p><input type="checkbox"/> Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).</p> <p>INTEREST: I agree to pay interest on the outstanding principal balance from AUGUST 24, 2000 at the rate of 9.5000 % per year until The Prime Rate Changes</p> <p><input checked="" type="checkbox"/> Variable Rate: The rate may then change as stated below.</p> <p><input checked="" type="checkbox"/> Index Rate: The future rate will be Equal To the following index rate: CLEARFIELD BANK AND TRUST COMPANY BASE RATE</p> <p><input type="checkbox"/> No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.</p> <p><input checked="" type="checkbox"/> Frequency and Timing: The rate on this note may change as often as Daily A change in the interest rate will take effect Daily</p> <p><input checked="" type="checkbox"/> Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A</p> <p>Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:</p> <p><input checked="" type="checkbox"/> The amount of each scheduled payment will change. <input checked="" type="checkbox"/> The amount of the final payment will change.</p> <p><input type="checkbox"/></p> <p>ACCRUAL METHOD: Interest will be calculated on a 365/365 basis.</p> <p>POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:</p> <p><input checked="" type="checkbox"/> on the same fixed or variable rate basis in effect before maturity (as indicated above).</p> <p><input type="checkbox"/> at a rate equal to</p> <p><input checked="" type="checkbox"/> LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% OF THE PAYMENT, WITH A \$20.00 MINIMUM CHARGE</p> <p><input type="checkbox"/> RETURNED CHECK CHARGE: I agree to pay a fee of \$ _____ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.</p> <p><input type="checkbox"/> ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which <input type="checkbox"/> are <input type="checkbox"/> are not included in the principal amount above:</p> <p>PAYMENTS: I agree to pay this note as follows:</p> <p><input checked="" type="checkbox"/> Interest: I agree to pay accrued interest On Demand, But If No Demand Is Made Monthly Beginning - AUGUST 30, 2000</p> <p><input checked="" type="checkbox"/> Principal: I agree to pay the principal On Demand, But If No Demand Is Made At Maturity - JULY 31, 2001</p> <p><input type="checkbox"/> Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____ A payment of \$ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____</p> <p><input checked="" type="checkbox"/> WARRANT OF AUTHORITY TO CONFESSION OF JUDGMENT: Upon default, in addition to all other remedies and rights available to you, by signing and to confess judgment against me at any time without notice or expense, I agree to pay all costs and expenses, including attorney's fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt without giving notice intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.</p>		

ADDITIONAL TERMS:

PURPOSE: The purpose of this loan is **LINE OF CREDIT**

SECURITY: This note is separately secured by (describe separate document by type and date):

SECURITY AGREEMENT 12-30-98

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

William A. Shiner
WILLIAM A. SHINER
SR VICE PRESIDENT

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

Joseph F. Kane
JOSEPH F. KANE PRESIDENT

EXHIBIT "B"

BJR INC PO BOX 1404 CLEARFIELD PA 16830-5404	CLEARFIELD BANK & TRUST COMPANY 11 N. SECOND ST, P O BOX 171 CLEARFIELD, PA 16830	Loan Number 827061 Date 02/05/02 Maturity Date 02/05/07 Loan Amount \$ 130,000.00 Renewal Of _____
BORROWER'S NAME AND ADDRESS *I" includes each borrower above, joint and severally.		LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of One hundred thirty thousand & no/100 Dollars \$ 130,000.00

Single Advance: I will receive all of this principal sum on 02/05/02. No additional advances are contemplated under this note.

Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from FEBRUARY 05, 2002 at the rate of 7.5000 % per year until FEBRUARY 05, 2007

Variable Rate: This rate may then change as stated below.

Index Rate: The future rate will be _____ the following index rate: _____

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

Frequency and Timing: The rate on this note may change as often as _____

A change in the interest rate will take effect _____

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

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change. The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a 365/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

on the same fixed or variable rate basis, in effect before maturity (as indicated above).

at a rate equal to _____

LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% OF THE PAYMENT, WITH A \$20.00 MINIMUM CHARGE

RETURNED CHECK CHARGE: I agree to pay a fee of \$ _____ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: DOC PREP, FLOOD DETERMINATION, CREDIT REPORT FEES \$125.00

PAYMENTS: I agree to pay this note as follows:

Interest: I agree to pay accrued interest On Demand, But If No Demand Is Made

Principal: I agree to pay the principal On Demand, But If No Demand Is Made

Installments: I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 2,610.92 and will be due MARCH 05, 2002. A payment of \$ 2,610.92 will be due _____

Monthly

unpaid balance of principal and interest will be due FEBRUARY 05, 2007 thereafter. The final payment of the entire

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

ADDITIONAL TERMS:

PURPOSE: The purpose of this loan is CONSOLIDATION & PAY DOWN LOC

SECURITY: This note is separately secured by (describe separate document by type and date):

MORTGAGE & SECURITY AGREEMENT EXECUTED/DATED HEREWITHE

(SECURITY AGREEMENT DATED 3/8/00 Document does not mean the agreement will not secure this note.)

Signature for Lender

William A. Shiner
WILLIAM A. SHINER
SR VICE PRESIDENT

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

William A. Shiner
BJR INC

VERIFICATION

I, WILLIAM A. SHINER, Senior Vice President and Secretary of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint 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. §4904 relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By: William A. Shiner
William A. Shiner, Senior Vice President
and Secretary

Date: 7/10/03

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,)
vs.) No.
BJR, INC.,)
Defendant.)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Plaintiff is:

Clearfield Bank & Trust Company
11 North Second Street
Clearfield, PA 16830

and the last known address of the Defendant, BJR, Inc. is:

805 South Second Street
Clearfield, PA 16830



Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,)
vs.) No.
BJR, INC.,)
Defendant.)

AFFIDAVIT

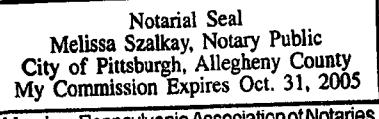
The undersigned, hereby certifies that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that the Exhibits attached to the Complaint in Confession of Judgment are true and correct copies of the originals; that the Defendants are in default under the Note and 2002 Note (as those terms are defined in the Complaint); that the underlying transactions giving rise to this action are commercial in nature and are not consumer credit transactions against a natural person; and that I am authorized to make this Affidavit.



Thomas E. Reiber, Esquire
Attorney for Clearfield Bank & Trust
Company

Sworn to an subscribed
before me this 15th
day of July, 2003.

Melissa Szalkay
Notary Public
My commission expires.



Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,)
Plaintiff,)
vs.) No.
BJR, INC.,)
Defendant.)

NOTICE OF ENTRY OF JUDGMENT

TO: BJR, Inc.
805 South Second Street
Clearfield, PA 16830

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on _____, 2003.

The amount of the judgment is \$453,184.49 plus interest accruing at the contract rate and
costs and expenses of suit.

A copy of the complaint is enclosed.

Prothonotary, Clearfield County

FILED

JUL 16 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST CO.,

CIVIL DIVISION

NO. 2003-01037CD

Plaintiff,

vs.

**PRAECIPE FOR WRIT OF EXECUTION
(CONFESSED JUDGMENT)**

BJR, INC.,

Filed on behalf of Plaintiff, Clearfield Bank & Trust Co.

Defendant,

CODE:

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

FILED

MAR 26 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMONS PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CLEARFIELD BANK & TRUST CO.,) CASE NO. 2003-01037CD
Plaintiff,)
vs.)
BJR, INC.,)
Defendant.)

**PRAEICE FOR WRIT OF EXECUTION
(CONFESSED JUDGMENT)**

To the Prothonotary:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against, BJR, Inc., Defendant;
- (3) and index this writ

- (a) against BJR, Inc., Defendant;

(4) Amount due	\$453,184.49
Total	\$453,184.49

TUCKER ARENSBERG, P.C.

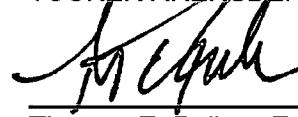
Thomas E. Reiber, Esquire
Brett A. Solomon, Esquire
Attorneys for CLEARFIELD BANK & TRUST CO.,
Plaintiff

CERTIFICATION

I certify that:

(a) This Praeclipe is based upon a judgment entered by confession, and notice will be served with the Writ of Execution pursuant to Rule 2958.3.

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Brett A. Solomon, Esquire
Attorneys for CLEARFIELD BANK & TRUST CO.,
Plaintiff

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 judgment may be directed only to the sheriff of the county in which issued.

Paragraph (3) above should be completed only if a name 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). Where 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).

Certification as to waiver of exemption may be included in the Praecept. Specific directions to the sheriff as to property to be levied upon may be included in the Praecept or by separate direction at the option to Plaintiff.

FILED

1cc & 6wnts
m/r 42-2004
to Sheriff

MAR 26 2004

William A. Shaw

Atty pd 20.00

Prothonotary/Clerk of Courts

WAT

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

Clearfield Bank and Trust Co.

Vs.

NO.: 2003-01037-CD

BJR, Inc.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST CO., Plaintiff(s) from BJR, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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: **\$453,184.49**

INTEREST: \$

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 03/26/2004

PAID: **\$105.00**

SHERIFF: \$

OTHER COSTS: \$

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

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Thomas E. Reiber, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

June 16, 2004

Office of The Sheriff
Clearfield County
2nd & Market Street
Clearfield, PA.

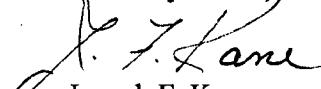
16830

Re: Case 2003-01037CD

Dear Sir;

Under separate cover we have demanded that certain items be removed from the action. In the event that these items are not removed I am invoking my right to request that the judgment be struck and hereby request a prompt hearing. Any attempt to include by personal property is in direct violation of the agreement and accordingly voids the agreement.

Sincerely Yours;



Joseph F. Kane

■**ప్రాణికిల్లాగు ప్రాణికిల్లాగు** అనుమతి ప్రాణికిల్లాగు ప్రాణికిల్లాగు

IN THE COURT OF COMMONS PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CLEARFIELD BANK & TRUST CO.,) CASE NO. 2003-01037CD
Plaintiff,)
vs.)
BJR, INC.,)
Defendant.)

PETITION TO STRIKE JUDGMENT

REQUEST FOR PROMPT HEARING

I hereby certify that I did not voluntarily, intelligently and knowingly give up my right to notice and hearing prior to the entry of judgment. I petition the court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing are true and correct.
I understand that false statements herein are made subject to the penalties of
18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Notice of hearing should be given to me at:

PO BOX 1422
16830

Dated: 6-16-04

Defendant(s)

FILED

JUN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

June 16, 2004

Office of The Sheriff
Clearfield County
2nd & Market Street
Clearfield, PA.

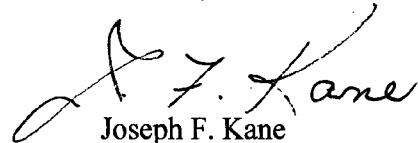
16830

Re: Case 2003-01037CD

Dear Sir;

Reference the aforementioned case be advised that the action is directed towards BJR, Inc. exclusively. Listed as "Item 8" is a 1996 Plymouth van which is identified on the document as the property of Joseph F. Kane. It must be excluded. Additionally a GE microwave is listed. This is not the property of BJR and should be excluded

Sincerely Yours;



Joseph F. Kane

FILED

2cc
Def:

06/23/04

JUN 23 2004

BTR, Inc.

William A. Shaw
Prothonotary/Clerk of Courts

P.O. Box 14022
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY,)
Plaintiff,) Case No. 2003-01037-CD
vs.)
BJR, INC.,)
Defendant.)

PRAEICE TO WITHDRAW PETITION TO OPEN JUDGMENT

TO: PROTHONOTARY OF CLEARFIELD COUNTY:

Kindly mark as withdrawn the Petition to Open Judgment filed in the above-referenced case by the Defendant, BJR, Inc. Clearfield Bank & Trust Company hereby authorizes the Sheriff of Clearfield County to remove from the Sheriff's Levy in this case the following items:

1. A van owned by Joseph Kane; and,
2. A microwave oven located at the BJR property on Washington Avenue.

Joseph Kane, President
BJR, Inc., d/b/a Conservco


Lori Kurtz
Clearfield Bank and Trust Company

FILED *Temp*
3cc
01/23/04
JUL 26 2004
PIFF

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15504

CLEARFIELD BANK AND TRUST COMPNAY

03-1037-CD

VS.
BJR, INC.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, JUNE 16, 2004 AT 10:00 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT.

NOW, JUNE 16, 2004 @ 10:00 A.M. O'CLOCK SERVED WRIT OF EXECUTION ON JOE CAIN, OWNER/DEFENDANT, AT HIS PLACE OF RESIDENCE 9 GULICH AVENUE CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOE CAIN, OWNER OF BJR, INC./DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

A SALE WAS SET FOR AUGUST 6, 2004 @ 9:00 A.M. O'CLOCK.

NOW, JULY 19, 2004 @ 11:13 A.M. O'CLOCK POSTED THE PROPERTY OF THE DEFENDANT WITH NOTICE OF SALE @ TQA FABRICATION, INDUSTRIAL DRIVE @ 11:19 A.M. APPALACHIAN WOOD, INDUSTRIAL DRIVE, CLFD @ AT 11:40 A.M. BJR INC, AT WASHINGTON AVE, HYDE, PA

NOW, AUGUST 6, 2004 @ 8:50 A.M. O'CLOCK SERVED JOE CAIN OWNER/DEFENDANT WITH A NOTICE OF SALE.

NOW, AUGUST 6, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT.

JOSEPH A. ROBISON OF QUALITY VENEER, INC. 423 APPLACHAIN DRIVE, CLFD, PA PURCHASED A 1988 MACK ECONODYNE, A MILLER FLAT BED TRAILER, A 1973 FORD 9000 TRUCK, AND AN ONAN PERFORMER WELDER FOR A TOTAL OF \$8,900.00

NICK SIDORICK OF 103 ELIZABETH STREET, CLFD, PA PURCHASED A FRUEHAUF TRAILER FOR \$500.00

CLEARFIELD BANK & TRUST COMPANY PURCHASED MERCHANDISE IN THE AMOUNT OF \$14,480.00.

NOW, AUGUST 16, 2004 BILLED ALL PURCHASERS FOR PROPERTY.

NOW, AUGUST 16, 2004 RECEIVED PAYMENT FROM NICHOLAS SIDORICK, SEPTEMBER 3, 2004 RECEIVED PAYMENT FROM QUALITY VENEER CORP., SEPTEMBER 24, 2004 RECEIVED PAYMENT FROM CB&T.

FILED

OCT 15 2004

6/3/04

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15504

CLEARFIELD BANK AND TRUST COMPNAY

03-1037-CD

VS.
BJR, INC.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, AUGUST 20, 2004 SENT BILL OF SALES TO ALL PURCHASERS.

NOW, OCTOBER 13, 2004 PAID COSTS FROM THE ADVANCE AND MONEY COLLECTED
FROM THE SALE.

NOW, OCTOBER 15, 2004 RETURN WRIT AS A SALE HELD ON THE PERSONAL
PROPERTY OF THE DEFENDANT.

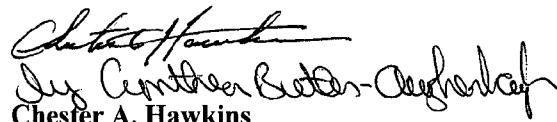
SHERIFF HAWKINS \$639.07
SURCHARGE \$20.00
PAID BY ATTORNEY

Sworn to Before Me This

15 Day of Oct 2004


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

So Answers,


Chester A. Hawkins
Sheriff

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

Clearfield Bank and Trust Co.

Vs.

NO.: 2003-01037-CD

BJR, Inc.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST CO., Plaintiff(s) from BJR, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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: \$453,184.49

PAID: \$105.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

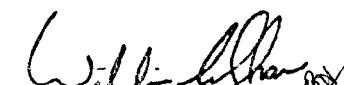
OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 03/26/2004

Received this writ this 26th day
of March A.D. 2004
At 3:40 A.M./RM

Chester A. Hawkins
Sheriff by Captain Butter Auger/Deuf



William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Thomas E. Reiber, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

NAME: BJR, INC. NO. 03-1037-CD

NOW, August 6, 2004, by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the 6TH day of AUGUST 2004, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:		DEBT & INTEREST	
RDR	9.00	DEBT	453,184.49
SERVICE	9.00	INTEREST	
MILEAGE	2.00		
LEVY	20.00	TOTAL DEBT & INTEREST	453,184.49
MILEAGE	5.00		
POSTING	9.00		
HANDBILLS	10.00	COSTS:	
COMMISSION	477.60		
UNABLE TO LEVY (9.00)		ATTORNEY PAID	
POSTAGE	1.48	ATTORNEY FEES	
ADD'L SERVICE/LEVY	40.00	COSTS TO PROTHONOTARY	105.00
ADD'L ,MILEAGE-DEPUTIZE	18.00	SHERIFF'S COSTS	10,039.07
ADD'L POSTING	18.00	REFUND OF ADVANCE	
COPIES/BILLING	15.00	REFUND OF SURCHARGE	20.00
BID	14,480.00		
RETURN OF INTERROGATORIES	9,400.00		
PHONE CALLS	4.99	COSTS	
ADJOURNED SALE		OTHER COSTS-PREVIOUS	
TOTAL SHERIFF COSTS	10,039.07	TOTAL COSTS	10,164.07
		TOTAL DEBT AND COSTS	463,348.56

COMMISSION 2% ON THE FIRST \$100,000.00 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff