

03-1072-CD
COMMONWEALTH OF PENNSYLVANIA et al. vs. SUN SURETY INS. CO.

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

COMMONWEALTH OF
PENNSYLVANIA for use of the
COUNTY OF CLEARFIELD,

Plaintiff

vs.

SUN SURETY INSURANCE COMPANY,
Defendant

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* No.: 03- 1072-CD
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* Type of Case: Civil
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* Type of Pleading: Confession of Judgment
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* Filed on Behalf of: Plaintiff
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* Counsel of Record for this Party:
*
* Kim C. Kesner, Esquire
* Supreme Court I.D. #28307
* 23 North Second Street
* Clearfield, PA 16830
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* Other Counsel of Record:
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JUL 22 2003

William A. Shaw
Frost Home/IV

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

COMMONWEALTH OF PENNSYLVANIA
for use of the COUNTY OF CLEARFIELD,
Plaintiff

vs.

SUN SURETY INSURANCE COMPANY,
Defendant

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* No.: 03- -CD
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CONFESSTION OF JUDGMENT

Pursuant to the authority contained in the Bonds and Warrants copies of which are annexed hereto of Sun Surety Insurance Company., as surety, for the Defendant, Sean A. Slade, such appearing of record in Commonwealth of Pennsylvania vs. Sean A. Slade, No. 2003-151-CRA following this Court's Bail Forfeiture Order dated May 27, 2003, in accordance with Pa. R. Civ. P. Rule 2951(a), I appear for Sun Surety Insurance Company and confess judgment in favor of the Plaintiff and against Defendant, Sun Surety Insurance Company as follows:

Principal Sum (Bond): \$ 10,000.00

Interest at legal rate of 6% per annum
from the date of judgment (to be added) \$ _____

Plaintiff's filing fees and other taxable
costs (to be added) \$ _____


Kim C. Kesner, Solicitor
Attorney for Clearfield County, Plaintiff

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

COMMONWEALTH OF PENNSYLVANIA
for use of the COUNTY OF CLEARFIELD,
Plaintiff

vs.

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* No.: 03- -CD

SUN SURETY INSURANCE COMPANY,
Defendant

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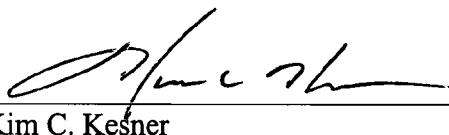
AFFIDAVIT

Commonwealth Of Pennsylvania : :

: ss.

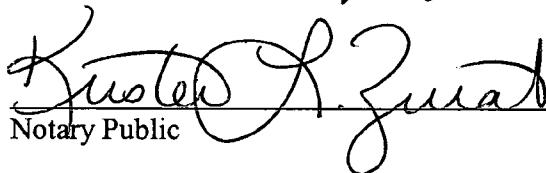
County Of Clearfield : :

Before me the undersigned authority personally appeared, Kim C. Kesner, Solicitor for Clearfield County who deposes and says that the judgment confessed by him for Defendant, Sun Surety Insurance Company is not being entered against a natural person in connection with a consumer credit transaction.



Kim C. Kesner

Sworn to and subscribed before me this 22nd day of July, 2003.



Kristen L. Zurat
Notary Public

My Commission Expires:



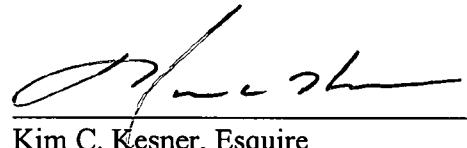
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

COMMONWEALTH OF PENNSYLVANIA *
for use of the COUNTY OF CLEARFIELD, *
Plaintiff *
*
* No.: 03- -CD
*
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*
SUN SURETY INSURANCE COMPANY, *
Defendant *

CERTIFICATE

I hereby certify that the principal place of business of the Plaintiff is Clearfield County Courthouse, 203 East Market Street, Suite 101, Clearfield, PA 16830 and that the address of the Defendant, Sun Surety Insurance Company is c/o Joseph Gilliland, 114 South Front Street, Clearfield, PA 16830 with a mailing address of P.O. Box 908, Clearfield, PA 16830 and Sun Surety Insurance Company, 21 Main Street, Rapid City, SD 57701.

Date: 7/22/03



Kim C. Kesner, Esquire

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CRIMINAL ACTION

COMMONWEALTH OF PENNSYLVANIA :

-VS- : NO. 03-151-CRA
SEAN A. SLADE :

O R D E R

BENCH WARRANT

NOW, this 27th day of May, 2003, this being the date set for sentencing into the above captioned matter; Defendant having failed to answer the call of the Court; he having received due and proper notice thereof, it is the ORDER of this Court that bail be forfeited and Bench warrant issued forthwith.

BY THE COURT,

/s/ Fredric J. Ammerman

Judge

NOW ALL MEN BY THESE PRESENTS that Sun Surety Insurance Company, a corporation duly organized and existing under the laws of the State of South Dakota does constitute and appoint and by these presents does make, constitute and appoint the named agent its true and lawful Attorney-in-fact with full power and authority to sign the company name and affix its seal to, and deliver on its behalf as surety, a bail bond only. Authority of such Attorney-in-fact is limited to appearance bonds and cannot be construed to guarantee defendant's future lawful conduct, adherence to travel limitations, fees, restitution, payment or penalties or any other conditions imposed by a court not specifically related to court appearance.

THE OBLIGATION OF THE COMPANY SHALL NOT EXCEED THE SUM OF FIFTEEN THOUSAND DOLLARS \$15,000

Bond Amount 10,000 Date of Bond FEB 7 2003
Defendant SEAN SLADE
Appearance Date APRIL 2003 Case # CR 000 149
Court City RUDELLA Court County CLEARFIELD
Offense BAD CHECKS
Attorney-in-fact P Agent No. 17236196

IN WITNESS WHEREOF, SUN SURETY INSURANCE COMPANY, has caused these presents to be signed by its duly authorized officer, proper for the purpose and its corporate seal to be hereunto affixed this 24th day of April, 1998.

Patrick Wood, President




This power of attorney is for use with Bail Bonds only. Not valid if used with Federal Immigration Bonds. This power void if altered or erased, void if used with other powers of this company or in combination with powers from any other surety company, and void if used to furnish bail in excess of the stated face amount of this power, and can only be used once. This power of attorney is to be filed with the bond and retained as part of the court records and should remain a permanent part of the court records.

1. The defendant must appear at all times required until full and final disposition of the case.
2. The defendant must obey all further orders of the bail authority.
3. The defendant must give written notice to the bail authority, the clerk of courts, the district attorney, and the court bail agency or other designated court bail officer, of any change of address within 48 hours of the date of the change.
4. The defendant must neither do, nor cause to be done, nor permit to be done on his/her behalf, any act as proscribed by Section 4952 of the Crimes Code (relating to intimidation of witnesses or victims) or by Section 4953 (relating to retaliation against witnesses or victims), 18 Pa.C.S. §§ 4952,4953.
5. The defendant must refrain from criminal activity.

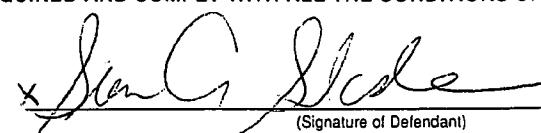
TYPES OF SECURITY:

Cash/Equivalent Gov't Bearer Bonds Realty w/in Commonwealth
 ____% Cash Surety Bond Realty outside Commonwealth
TOTAL AMOUNT BAIL SET (IF ANY): \$ 10,000.00 (see sureties page)

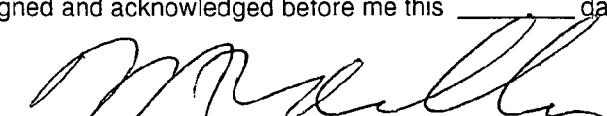
This bond is valid for the entire proceedings and until full and final disposition of the case including all avenues of direct appeal to the Supreme Court of Pennsylvania.

I AGREE THAT I WILL APPEAR AT ALL SUBSEQUENT PROCEEDINGS AS REQUIRED AND COMPLY WITH ALL THE CONDITIONS OF THE BAIL BOND.

THIS BOND SIGNED ON FEB 8 2003
at CLEARFIELD, PENNSYLVANIA


(Signature of Defendant)

Signed and acknowledged before me this _____ day of _____, _____


(Clerk of Court or Issuing Authority) (SEAL)

JUDGE OR ISSUING AUTHORITY
RUDELLA, MICHAEL A

DATE

1/29/03

My commission expires first Monday of January, 2006

PLEASE SEE ATTACHED PAGES FOR ADDITIONAL INFORMATION.

BAIL BOND:

OTN: **H 519620-3** DJ No: **46-3-03** Date of Charge(s): **4/30/02**
 CC No: DJ Docket No: **CR-0000149-02**

Commonwealth vs. (Defendant Name and Address)
SLADE, SEAN A
P.O. BOX 8
SHAWVILLE, PA 16973

NEXT COURT ACTION **2/19/03 10:30AM** Date/ Time/ Location
CLEARFIELD COUNTY PRISON
410 21ST STREET
CLEARFIELD, PA 16830

CHARGE(S): **18 §4105 SSA1 BAD CHECKS**

ADDITIONAL CHARGES MAY EXIST. PLEASE SEE ADDITIONAL CHARGES PAGE.

TYPE(S) OF RELEASE:

ROR Unsecured Bail Nonmonetary Condition(s) (see additional page(s))
 Nominal Bail Monetary Condition(s) in the amount of \$ **10,000.00** **STRAIGHT**

THE CONDITIONS OF THIS BAIL BOND ARE AS FOLLOWS:

1. The defendant must appear at all times required until full and final disposition of the case.
2. The defendant must obey all further orders of the bail authority.
3. The defendant must give written notice to the bail authority, the clerk of courts, the district attorney, and the court bail agency or other designated court bail officer, of any change of address within 48 hours of the date of the change.
4. The defendant must neither do, nor cause to be done, nor permit to be done on his/her behalf, any act as proscribed by Section 4952 of the Crimes Code (relating to intimidation of witnesses or victims) or by Section 4953 (relating to retaliation against witnesses or victims), 18 Pa.C.S. §§ 4952,4953.
5. The defendant must refrain from criminal activity.

TYPES OF SECURITY:

Cash/Equivalent Gov't Bearer Bonds Realty w/in Commonwealth
 % Cash Surety Bond Realty outside Commonwealth

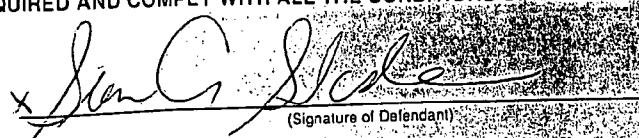
TOTAL AMOUNT BAIL SET (IF ANY): \$ **10,000.00** (see sureties page)

This bond is valid for the entire proceedings and until full and final disposition of the case including all avenues of direct appeal to the Supreme Court of Pennsylvania.

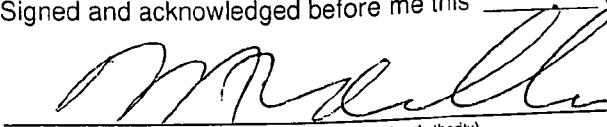
I AGREE THAT I WILL APPEAR AT ALL SUBSEQUENT PROCEEDINGS AS REQUIRED AND COMPLY WITH ALL THE CONDITIONS OF THE BAIL BOND.

THIS BOND SIGNED ON FEB 8 2003

at CLEARFIELD, PENNSYLVANIA


 (Signature of Defendant)

Signed and acknowledged before me this _____ day of _____,


 (Clerk of Court or Issuing Authority)

(SEAL)

JUDGE OR ISSUING AUTHORITY
RUDELLA, MICHAEL A

DATE

1/29/03

My commission expires first Monday of January, **2006**

PLEASE SEE ATTACHED PAGES FOR ADDITIONAL INFORMATION.

519620-3

DJ No: 46-3-03

Date of Charge(s): 4/30/02

DJ Docket No: CR-0000149-02

Commonwealth vs. (Defendant Name and Address)
SLADE, SEAN A
P.O. BOX 8
SHAWVILLE, PA 16973

NEXT COURT ACTION Date/ Time/ Location
2/19/03 10:30AM
CLEARFIELD COUNTY PRISON
410 21ST STREET
CLEARFIELD, PA 16830

GILLILAND, JOSEPH

, the undersigned surety, have posted security in the amount

\$ 10,000.00

TYPES OF SECURITY

Cash/Equivalent Gov't Bearer Bonds Realty w/in Commonwealth
 % Cash Surety Bond Realty Outside Commonwealth

I have read this information, and I acknowledge that I, my personal representatives, successors, heirs and assigns are jointly and severally bound with the defendant and any other sureties to pay to the Commonwealth of Pennsylvania the sum of **\$ 10,000.00**, which is the full amount of the monetary condition of release in the event the bail bond is forfeited.

I understand that when a monetary condition of release is imposed, if the defendant appears at all times required by the court and satisfies all the other conditions set forth in the bail bond, then upon full and final disposition of the case, this bond shall be void. If the defendant fails to appear as required or to comply with the conditions of the bail bond, then this bond shall remain in full force, and the full sum of the monetary condition of release may be forfeited, the defendant's release may be revoked, and a warrant for the defendant's arrest may be issued.

WARRANT OF ATTORNEY: RECOGNIZING THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS, INCLUDING THE RIGHT OF PREJUDGMENT NOTICE AND HEARING, in accordance with the law, I do hereby empower any attorney of any court of record within the Commonwealth of Pennsylvania or elsewhere to appear for me at any time, and with or without declarations filed, and whether or not the defendant be in default, to confess judgment against me, and in favor of the Commonwealth of Pennsylvania for use of the county, and its assigns, during any term or session of a court of record of the county for the full amount of the monetary condition of release set forth on the first page of this bail bond, and costs. I understand that any real estate which I have posted as security in this case may be levied upon to collect the amount confessed. I waive and release any right of inquisition on that real estate, voluntarily condemn it, and authorize the Prothonotary, upon a Writ of Execution, to enter my voluntary condemnation. I also agree that any real estate posted by me in this case may be sold on a Writ of Execution. I hereby forever waive and release any and all errors which may arise in any proceeding to confess judgment in this case, waive all rights of stay of execution, and waive all laws now in force or laws passed in the future which exempt real or personal property from execution.

Since a copy of this bail bond and warrant of attorney is being filed in the defendant's case, it shall not be necessary to file the original as a warrant of attorney, notwithstanding any law or rule of court to the contrary.

I have read this instrument carefully and know that it is true and correct.

GILLILAND, JOSEPH
114 S. FRONT ST.
CLEARFIELD, PA 16830

Joseph L. Gilliland
 (Signature of Surety, signed in all bail situations, except ROR)

(Address of Surety, Surety Company or Defendant)

Sworn (affirmed) and subscribed before me
 this day of

D. Radcliffe
 (Clerk of Court or Issuing Authority)
 (SEAL)
 My commission expires first Monday of January, 2006

* Refund of all bail (less any bail related fees or commissions allowed by law and reasonable costs, if any, of administering the cash bail program) will be made within 20 days after full and final disposition. (Pa.R.Crim.P. 535)

* Bring Cash Bail Receipt to Clerk of Courts or Issuing Authority.

FILED

MAY 30 2003

William A. Shaw
Prothonotary

03-151-CR

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

2002 2030 0004 5014 7760

2002

*Postmark
Here*

MAY 29 2003

Clearfield PA 16830

03-151-CR

03-152-CR

Sent To Joseph K. Gilliland

*Street, Apt. No.,
or PO Box No. 114 S. Front Street*

City, State, ZIP+4 Clearfield, PA 16830

PS Form 3800, June 2002
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Joseph K. Gilliland
114 S. Front Street
Clearfield, PA 16830

03-151-CRA

03-152-CRA

2. Article Number

(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X Mabel Pyle

Agent
 Addressee

B. Received by (Printed Name)

Mabel Pyle

C. Date of Delivery
5-36-03

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

FILED

Billable

01/30/04
JUL 22 2003

ICC & Notice to Def.

William A. Shaw—
Prothonotary

ICC & Notice to Joseph Gilliland
Statement to Atty

2cc Atty Kesner

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

COPY

Commonwealth of Pennsylvania
for the use of Clearfield County
Plaintiff(s)

No.: 2003-01072-CD

Real Debt: \$10,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Sun Surety Insurance Company
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: July 22, 2003

Expires: July 22, 2008

Certified from the record this 22nd day of July, 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

COPIED

NOTICE

NOTICE is given that a judgment in the above-captioned matter has been entered against you in the amount of \$10,000.00 on July 22, 2003.

William A. Shaw, Prothonotary

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

COMMONWEALTH OF PENNSYLVANIA
for use of the COUNTY OF CLEARFIELD,
Plaintiff

vs.

SUN SURETY INSURANCE COMPANY,
Defendant

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*
*
* No.: 03-1072-CD
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*
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NOTICE

NOTICE is given that a judgment in the above-captioned matter has been entered against you in
the amount of \$10,000.00 on July 22, 2003.

William A. Shaw, Prothonotary

Date: 07/22/2003

Clearfield County Court of Common Pleas

NO. 1863402

Time: 03:03 PM

Receipt

Page 1 of 1

Received of: Clearfield County (plaintiff)

\$ 0.00

Zero and 00/100 Dollars

Case: 2003-01072-CD	Plaintiff: Clearfield County	Amount
Judgment Billable		0.00
Total:		0.00

COPY

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

By:

Deputy Clerk

Clerk: BHUDSON

Duplicate

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

Commonwealth of Pennsylvania
for the use of Clearfield County
Plaintiff(s)

No.: 2003-01072-CD

Real Debt: \$10,000.00

Atty's Comm: \$

Vs.

Costs: \$

Sun Surety Insurance Company
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Confession of Judgment

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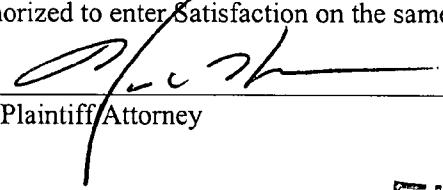
Certified from the record this 22nd day of July, 2003.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on January 27, 2005, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney

FILED 

JUN 14 2005
012501
William A. Shaw
Prothonotary/Clerk of Courts
1 Cents to Atty

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2003-01072-CD

Commonwealth of Pennsylvania
Clearfield County

Debt: \$10,000.00

Vs.

Atty's Comm.:

Sun Surety Insurance Company

Interest From:

Cost: \$

NOW, Tuesday, June 14, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 14th day of June, A.D. 2005.

Prothonotary