

03-1073-CO  
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

1962

JUL 22 2013

William A. Shaw  
Photographer

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

## **CONFESSİON 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. 2003-152-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): \$ 5,000.00

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) \$

Shash  
K. S. K. S. K. S. K.

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.

\*  
\*  
\*  
\*  
\* No.: 03- -CD

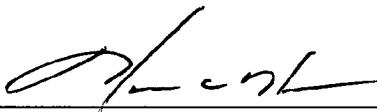
SUN SURETY INSURANCE COMPANY,  
Defendant

\*  
\*  
\*

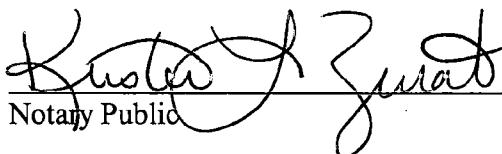
AFFIDAVIT

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 22<sup>nd</sup> day of July, 2003.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
KRISTEN L. ZURAT, NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD CO., PA  
MY COMMISSION EXPIRES MAY 7, 2005

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

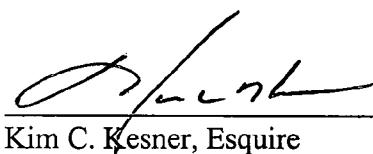
COMMONWEALTH OF PENNSYLVANIA \*  
for use of the COUNTY OF CLEARFIELD, \*  
Plaintiff \*  
\*  
\* No.: 03- -CD  
\*  
\*  
\*  
\*  
SUN SURETY INSURANCE COMPANY, \*  
Defendant \*

**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. 03-152-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

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Judge

21 Main Street, Rapid City, SD 57701

POWER AMOUNT \$5,500

IT IS UNLAWFUL TO PRINT THIS FORM WITHOUT WRITTEN CONSENT OF SUN SURETY INSURANCE COMPANY.

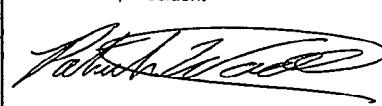
KNOW ALL MEN BY THESE PRESENTS that Sun Surety Insurance Company, a corporation duly organized and existing under the laws of the State of South Dakota does constitute and appoint and by these presents does make, constitute and appoint the named agent its true and lawful Attorney-in-fact with full power 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 FIVE THOUSAND FIVE HUNDRED DOLLARS \$5,500

Bond Amount 5000.00 Date of Bond JAN 23 03  
Defendant SEAN ANTHONY SLADE  
Appearance Date LIPON CALL Case #  
Court City CLEARFIELD Court County CLEARFIELD  
Offense SIMPLE ASSAULT  
Attorney-in-fact JOSEPH RUDELLA Agent No. \_\_\_\_\_

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

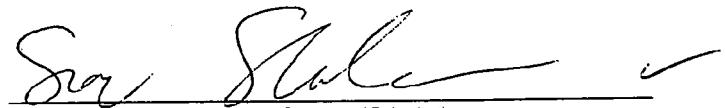
TOTAL AMOUNT BAIL SET (IF ANY): \$ 5,000.00 (see sureties page)

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.

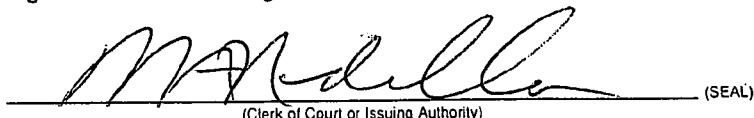
THIS BOND SIGNED ON \_\_\_\_\_

at \_\_\_\_\_, PENNSYLVANIA



(Signature of Defendant)

Signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



(Clerk of Court or Issuing Authority)

(SEAL)

DATE

1/20/03

My commission expires first Monday of January, 2006

PLEASE SEE ATTACHED PAGES FOR ADDITIONAL INFORMATION.

H 666705-4

DJ No: 46-3-03

Date of Charge(s): 1/19/03

DJ Docket No: CR-0000012-03

wealth vs. (Defendant Name and Address)  
**DE, SEAN ANTHONY**  
**3938 STEVENSON ST.**  
**PHILADELPHIA, PA 19114**

NEXT COURT ACTION Date/ Time/ Location  
**1/29/03 10:30AM**  
**CLEARFIELD COUNTY PRISON**  
**410 21ST STREET**  
**CLEARFIELD, PA 16830**

CHARGE(S): **18 §3502 SSA BURGLARY**  
**18 §2701 SSA1 SIMPLE ASSAULT**  
**18 §2701 SSA3 SIMPLE ASSAULT**

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 \$ 5,000.00 **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

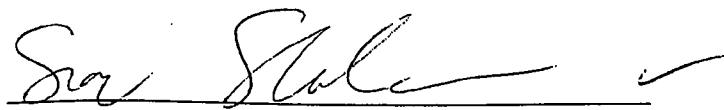
TOTAL AMOUNT BAIL SET (IF ANY): \$ 5,000.00 (see sureties page)

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.

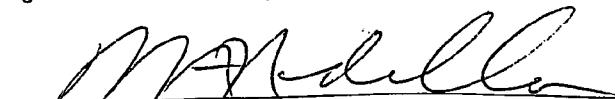
THIS BOND SIGNED ON \_\_\_\_\_

31 \_\_\_\_\_, 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

1/20/03

My commission expires first Monday of January, 2006

PLEASE SEE ATTACHED PAGES FOR ADDITIONAL INFORMATION.

Commonwealth vs. (Defendant Name and Address)  
**DE, SEAN ANTHONY**  
**938 STEVENSON ST.**  
**PHILADELPHIA, PA 19114**

NEXT COURT ACTION Date/ Time/ Location  
**1/29/03 10:30AM**  
**CLEARFIELD COUNTY PRISON**  
**410 21ST STREET**  
**CLEARFIELD, PA 16830**

**GILLILAND, JOSEPH**

, the undersigned surety, have posted security in the amount  
 of \$ **5,000.00**.

**TYPES OF SECURITY**

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

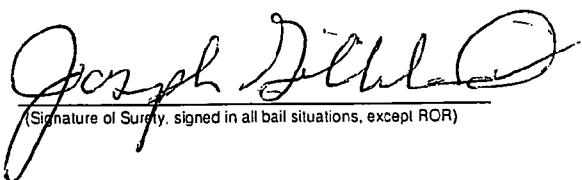
I have read this information, and I acknowledge that I, my personal representatives, successors, heirs and assigns are jointly and severally bound with the defendant and any other sureties to pay to the Commonwealth of Pennsylvania the sum of \$ **5,000.00**, which is the full amount of the monetary 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.

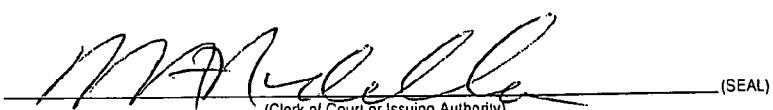
Since a copy of this bail bond and warrant of attorney is being filed in the defendant's case, it shall not be necessary to file the original as a warrant of attorney, notwithstanding any law or rule of court to the contrary.

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

  
 (Signature of Surety, signed in all bail situations, except ROR)

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

(Address of Surety, Surety Company or Defendant)

  
 (SEAL)  
 (Clerk of Court or Issuing Authority)  
 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.

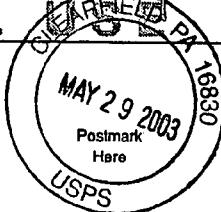
# FILED

MAY 30 2003

William A. Shaw  
Prothonotary

03-152 CN

7002 2030 0004 5014 7760

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
 CLEARFIELD PA 16830 MAY 29 2003 Postmark Here USPS 03-151-CN 03-152-LR	
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-CPA

03-152-CPA

**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 Pyke*

Agent  
 Addressee

**B. Received by (Printed Name)**

*Mabel Pyke*

**C. Date of Delivery**  
*5-30-03*

**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

03:14-01  
JUL 22 2003

1008/Notice to Def.

1008/Notice to J. Gilliland

William A. Shaw  
Prothonotary

cc & Statement to Atty Kesner

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

\*  
\*  
\*  
\* No.: 03-1073-CD  
\*  
\*  
\*

CC

NOTICE

NOTICE is given that a judgment in the above-captioned matter has been entered against you in  
the amount of \$5,000.00 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

\*  
\*  
\*  
\*  
\*  
\* No.: 03-<sup>1073</sup> -CD  
\*  
\*  
\*

CCP NY

**NOTICE**

NOTICE is given that a judgment in the above-captioned matter has been entered against you in  
the amount of \$5,000.00 on July 22, 2003.

William A. Shaw, Prothonotary

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

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

**COPY**

No.: 2003-01073-CD

Real Debt: \$5,000.00

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

Date: 07/22/2003

**Clearfield County Court of Common Pleas**

NO. 1863403

Time: 03:09 PM

**Receipt**

Page 1 of 1

Received of: County of Clearfield (plaintiff)

\$ 0.00

Zero and 00/100 Dollars

**COPY**

Case: 2003-01073-CD

Plaintiff: County of Clearfield

Amount

Judgment  
Billable

0.00

Total:

0.00

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 use of County of Clearfield  
Plaintiff(s)

No.: 2003-01073-CD

Real Debt: \$5,000.00

Atty's Comm: \$

Vs.

Costs: \$

Sun Surety Insurance Company  
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: July 22, 2003

Expires: July 22, 2008

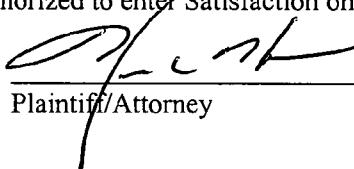
Certified from the record this 22nd day of July, 2003.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on 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

07/12/05

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO FILE

FILED

JUN 14 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2003-01073-CD

Commonwealth of Pennsylvania  
County of Clearfield

Debt: \$5,000.00

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.

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Prothonotary