

03-1153-CD
LEZER CASH & CARRY vs. HOLDEN BUILDERS, et al

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

LEZZER CASH & CARRY of : No. 03-1153 -CD
CURWENSVILLE, INC., :
Plaintiff :
vs. : Type of Case: Civil
HOLDEN BUILDERS, INC., a : Type of Pleading: COMPLAINT IN
Corporation, JAMES T. : CONFESION OF JUDGMENT
HOLDEN and MARY ELLEN :
HOLDEN, individually, : Filed on behalf of: Plaintiff
Defendants :
Counsel of Record for this Party:
Andrew P. Gates, Esquire
Supreme Court No.: 36604
GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED

AUG 05 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

LEZZER CASH & CARRY of	:	
CURWENSVILLE, INC.,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-
	:	-CD
HOLDEN BUILDERS, INC., a	:	
Corporation, JAMES T. HOLDEN and	:	
MARY ELLEN HOLDEN, individually,	:	
Defendants	:	

COMPLAINT

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

1. Plaintiff, LEZZER CASH & CARRY of CURWENSVILLE, INC., is a corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, which has its main office at Schofield Street, P. O. Box 217, Curwensville, Pennsylvania, 16833.

2. Defendant, HOLDEN BUILDERS, INC., is incorporated under the laws of the Commonwealth of Pennsylvania and said entity maintains an office and place of business at 308 Walton Street, #3, Philipsburg, (Centre County), Pennsylvania 16866.

3. Defendant, JAMES T. HOLDEN, is an adult individual, who resides at 408 Blanchard Street, Osceola Mills, Pennsylvania 16666.

4. Defendant, MARY ELLEN HOLDEN, is an adult individual, who resides at 607 North Front Street, #A, Philipsburg, Pennsylvania 16866.

5. Plaintiff is engaged in the business of selling and furnishing materials and building supplies to entities involved in both residential and commercial construction.

6. Defendant, HOLDEN BUILDERS, INC., is in the business of both commercial and residential construction and as such is a regular purchaser of the materials and building supplies sold by Plaintiff.

7. Attached as Exhibit "A" is a true and correct copy of the entire Application for Business Credit and Non-Consumer Credit Agreement, between Plaintiff and Defendant, Holden Builders, Inc., under which Plaintiff is currently providing a credit line to the Defendant, Holden Builders, Inc., of \$65,000.00.

8. The Non-Consumer Credit Agreement referred to in the preceding paragraph between Plaintiff and Holden Builders, Inc., in Section 6 thereof, contains a confession of judgment provision which provides that if the account is not paid when due, then the undersigned, (i.e. James T. Holden and Mary Ellen Holder), individually, and in their representative capacity as officers and on behalf of Holden Builders, Inc. then authorized the confession of judgment against both Holden Builders, Inc. and themselves, individually, for the amount then due, plus interest on the unpaid balance at the rate of eighteen (18%) percent per annum, together with costs of suit, and a fifteen

(15%) percent, attorney's commission.

9. Plaintiff began extending credit to the Defendants, pursuant to the terms of the aforementioned Non-Consumer Credit Agreement, on or about September 1, 2001 and continued to do so until April 8, 2003.

10. The judgment to be entered hereunder by confession is not being entered against the Defendants, Holden Builders, Inc. and James T. Holden and Mary Ellen Holden, individually, in connection with a consumer credit transaction, nor does the same arise out of a retail installment sale, contract or account subject to the provisions of the "Goods and Services Installment Sale Act", as amended. (See 69 P.S. §1101 et seq).

11. Defendants' Non-Consumer Credit Agreement referred to in Paragraph 7 hereof has not been assigned by Plaintiff.

12. No judgment has been entered against the named Defendants in any court of record pursuant to the warrant of attorney provisions set forth in the aforementioned Non-Consumer Credit Agreement as referenced in Paragraph 8 hereof.

13. Defendants, Holden Builders, Inc. and James T. Holden and Mary Ellen Holden, individually, are in default under the terms of the aforementioned Non-Consumer Credit Agreement since they have not paid for the building materials

and supplies purchased on credit from Plaintiff for the period from on or about September 1, 2002 and ending April 8, 2003 despite being billed for said items.

14. Pursuant to the Warrant of Attorney to Confess Judgment authority as set forth in the aforementioned Non-Consumer Credit Agreement, Plaintiff demands judgment be entered against Defendants, Holden Builders, Inc. and James T. Holden and Mary Ellen Holden, individually, for:

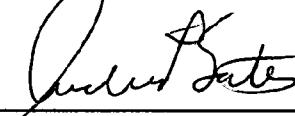
a.	Amounts due for credit purchases, including interest, due pursuant to the terms of the Non-Consumer Credit Agreement through April 8, 2003;	\$45,009.62
b.	Attorney's fees (at the rate of 15%) pursuant to the Warrant of Attorney appearing in said Non-Consumer Credit Agreement	\$ 6,751.44

	TOTAL	\$51,761.06
c.	Plus Interest at the rate of 18% per annum on the unpaid principal balance from April 8, 2003	

WHEREFORE, Plaintiff, Lezzer Cash & Carry of Curwensville, Inc., demands judgment in its favor in the sum of \$51,761.06 be entered against Defendants, Holden Builders, Inc. and James T. Holden and Mary Ellen Holden, individually, as authorized by the Warrant of Attorney appearing in the aforementioned Non-Consumer Credit Agreement, plus costs and interest under the terms of the aforementioned Non-Consumer Credit Agreement at the rate of 18% per annum on the unpaid

balance from April 8, 2003 to date judgment entered and thereafter at the statutory rate.

GATES & SEAMAN


Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: August 5, 2003

Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766



Scofield Street
CURWENSVILLE, PA. 16833
(814) 236-0220

Shaffer Road
DuBOIS, PA. 15801
(814) 371-9311

1260 Wayne Avenue
INDIANA, PA. 15701
(412) 349-2281

E. Butler Road
BUTLER, PA. 16001
(412) 282-3100

Chad Road
R.D. 2, Box 291
MUNCY, PA. 17756
(717) 546-8026

2350 E. College Avenue
STATE COLLEGE, PA. 16801
(814) 237-3511

APPLICATION FOR BUSINESS CREDIT

AND

NON-CONSUMER CREDIT AGREEMENT

The undersigned hereby applies to Lezzer's for the establishment of a business credit account on the terms and conditions provided fore herein, and represents and warrants the following credit information to be true, accurate and complete.

Any credit extended will be in reliance on the statement hereon, which I/We certify are correct and complete. If any part of this application is incorrect or incomplete, then you may declare my total indebtedness immediately due and payable.

TERMS OF CREDIT

I/We, for and in consideration of goods received or to be received

do hereby promise to pay Lezzer's the following:

- 1) The balance shown on the monthly statement in full before the next month's billing date.
- 2) Service charges of 1 1/2% PER MONTH or 18% PER ANNUM on the amount of the open trade account which is 30 days past due.
- 3) The entire balance of the open trade account, at the option Lezzer's, should any part of the trade account become past due.
- 4) All costs and expenses, including attorney's fees reasonably incurred in collecting the open trade account or any part thereof.
- 5) Application must be signed by husband and wife. If firm is a corporation, officers and their spouse must sign the application.

Depending on the type of business you operate, complete Section 1, 2 or 3 on the following page. FILL OUT ONE SECTION ONLY THEN CONTINUE

TO FILL OUT THE REMAINDER OF THIS APPLICATION. Attach additional sheets as necessary to fully answer each question.

(CUSTOMER COPY)

EXHIBIT "A"

- 7 pages

STATEMENT OF CREDIT POLICY

(Customer Copy)

When you charge your purchases at Lezzer's your bill will be sent at the end of the month. If you keep your account current, no FINANCE CHARGE will be added. To keep your account current and to avoid any FINANCE CHARGE, you must pay the balance shown on your monthly statement in full before the next month's billing date. The FINANCE CHARGE is computed by a "Periodic Rate" of 1 1/2 % PER MONTH which is an ANNUAL RATE of 18% applied to the previous balance after deduction of any payments, returns and credits.

If Lezzer's is forced to take legal action to collect an account, the customer will be liable for all costs and expenses reasonably incurred in collecting the account. If the account remains unpaid for sixty (60) days, a mechanics lien will be filed to secure payment of debt.

SECTION 3: CORPORATIONS

Business Information

Name of Corporation Holden Builders Inc.	Street Address 308 Walton St #3	City Philipsburg	State PA	Zip 16866
Federal Employer Identification Number ()	Phone No. -----	Name of Bonding Company -----	Date of Inc. -----	State if Inc. -----
Have you ever declared bankruptcy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Are there any unsettled judgments against you? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Address of Bonding Company -----
		D & B Number -----	D & B Rating -----	

Officer Information (Complete for each officer)

Name of Officer JAMES T. HOLDEN	Street Address 408 Blanchard St.	City Oscoda M.ills	State PA	Zip 16666
Title of Officer President	Soc. Sec. No. 208 - 36 - 8227	Phone No. (814) 339-7646		

Name of Officer MARY ELLEN HOLDEN	Street Address 408 Blanchard St.	City Oscoda M.ills	State PA	Zip 16666
Title of Officer Secretary	Soc. Sec. No. 141 - 42 - 7104	Phone No. (814) 339-7646		

Name of Officer -----	Street Address -----	City -----	State -----	Zip -----
Title of Officer -----	Soc. Sec. No. -----	Phone No. -----		

Name of Officer -----	Street Address -----	City -----	State -----	Zip -----
Title of Officer -----	Soc. Sec. No. -----	Phone No. -----		

SECTION 4: REFERENCES

(All applicants must fully complete this section)

Principal Checking Account Information

Name of Bank	Street Address	City	State	Zip
Country National Bank	Presquile St	Philipsburg	PA	16866
Contact Person JEFF Hener	Phone No. (814) 342-4000	Account Number		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
SA				
Contact Person ()	Phone No.	Total Amount of Loans	Line of Credit?	If Yes, Limit?

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
FOLCARELLI	4144 6TH AVE	Altoona	PA	16603
Contact Person	Phone No. (814) 943-0287	Credit Limit NONE		

Name of Business	Street Address	City	State	Zip
SPARMON	PO Box 7957	New Castle	PA	16107
Contact Person	Phone No. (724) 658-2571	Credit Limit NONE		

Name of Business	Street Address	City	State	Zip
CERTIFIED Builders	WALTON ST	Philipsburg	PA	16866
Contact Person	Phone No. (814) 342-6540	Credit Limit NONE		

Name of Business	Street Address	City	State	Zip
Contact Person	Phone No. ()	Credit Limit		

SECTION 5: REQUEST FOR CREDIT

(All applicants must fully complete this section)

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt? (If yes, attach a completed tax exemption certificate)
Do you plan to obtain bank financing?	If yes, Name of Bank	Yes <input checked="" type="checkbox"/> No
Are purchase orders required to charge?	If no, please list names of persons authorized to charge on this account	
Yes <input checked="" type="checkbox"/> No	CRAIG MYERS Vickie PETINA Jim Holden	

SECTION 6: ACKNOWLEDGMENT OF CREDIT ACCOUNT AGREEMENT

(All applicants must fully complete this section)

THE undersigned parties who are engaged in business under the trade name of Holiday Builders, Inc. hereby contract with Lezzer Cash & Carry to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit therefore, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in an amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of eighteen (18%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay of execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and sale on execution and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND MADE A PART HEREOF. YOU ACKNOWLEDGE THAT YOU HAVE KEPT A COPY OF THE CREDIT ACCOUNT AGREEMENT FORM #LCC-393 AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF THIS APPLICATION.

WITNESS the signature of the parties hereto, the _____ day of _____, 19____.

INDIVIDUAL & SPOUSE SIGNATURES

Jerry J. Henn (SEAL) _____ (SEAL)
Mary Ellen Holden (SEAL) _____ (SEAL)

PARTNER & SPOUSE SIGNATURES & TITLES

BY: _____ (SEAL)
 Title _____ (SEAL)
 BY: _____ (SEAL)
 Title _____ (SEAL)

CORPORATE OFFICER SIGNATURES & TITLES

Jerry J. Henn BY: President (SEAL)
Mary Ellen Holden BY: Secretary (SEAL)
 _____ BY: _____ (SEAL)
 _____ BY: _____ (SEAL)

LEZZER CASH & CARRY

CREDIT ACCOUNT AGREEMENT

The undersigned Purchaser makes this credit application and agreement to Lezzer Cash & Carry for the extension of credit. In this Agreement, "Purchaser" means each person, individual, company, corporation or partnership whose application for the Lezzer Cash & Carry Credit Account ("Account") covered by this application has been accepted. Lezzer Cash & Carry means Lezzer Cash & Carry of Curwensville, Inc., Lezzer Cash & Carry, Inc., Lezzer Cash & Carry of Indiana, Inc., Lezzer Cash & Carry of Butler, Inc., Lezzer Cash & Carry of Williamsport, Inc., Lezzer Cash & Carry of State College, Inc., Lezzer Cash & Carry of Grove City, Inc., Lezzer Cash & Carry of Cranberry, Inc., Lezzer Wholesale Supply, Inc., and Lezzer Commercial Doors, Inc.

TERMS OF PAYMENT: In the event that Lezzer Cash & Carry agrees to extend and to continue to extend credit to Purchaser, the terms of the account are net thirty (30) days, which means the Purchaser agrees to make payment in full each month for all material purchased on this account before the next month's billing date. Purchaser agrees to pay service charges of 1.5% per month or 18% Annual Percentage Rate on all unpaid balances which become thirty (30) days or more past due. The service charge will continue to accrue on the unpaid balance due and owing Lezzer Cash & Carry by Purchaser, until such time as the entire unpaid balance is paid in full by Purchaser.

DEFAULT: If Lezzer Cash & Carry accepts any payment after the date it is due, that acceptance does not affect the due dates of any other amounts on the account, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of Lezzer Cash & Carry rights under this agreement. Any sale, transfer, subjection of the materials to any encumbrance or failure to make a payment when due shall constitute an event of default. In the event of default, Lezzer Cash & Carry shall be free to exercise all remedies permitted under state law including, but not limited to repossession of materials.

ACCELERATION: In the event of default by Purchaser under this agreement, Lezzer Cash & Carry may immediately declare the entire unpaid balance of the account due and payable.

ATTORNEY'S FEES AND COSTS: In the event of default, Lezzer Cash & Carry will charge Purchaser all costs of collection, including attorney's fees, court costs and any other expenses, to the extent permitted by law.

CREDIT INVESTIGATION AND DISCLOSURE: Lezzer Cash & Carry has the right to investigate Purchaser's credit and financial records, to verify Purchaser's credit references and report Purchaser's performance of the application to credit bureaus or other interested parties.

CONTRACT SUBJECT TO APPROVAL: This agreement is subject to the approval of Lezzer Cash & Carry Credit Department.

CREDIT WITHDRAWN: Purchaser acknowledges that credit privileges, if granted, may be withdrawn at any time at the option of Lezzer Cash & Carry.

MECHANIC'S LIEN: If the account remains unpaid for sixty (60) days, a mechanics lien may be filed to secure payment of debt.

SIGNATURE OF PURCHASER: Application must be signed by Purchaser and spouse. If the Purchaser is a partnership, all partners and their spouses must sign the application. If the Purchaser is a corporation, all officers and their spouses must sign the application with the corporate seal affixed to the application.

SECURITY INTEREST IN MATERIALS: Purchaser hereby grants to Lezzer Cash & Carry a purchase security interest under the Uniform Commercial Code ("UCC") on all merchandise purchased until the material has been fully paid for by the Purchaser. Purchaser agrees to sign, upon request, any Financing Statement (UCC-1) and other instrument, document or papers and to perform all acts Lezzer Cash & Carry may require to protect or perfect Lezzer Cash & Carry's security interest in material sold under this agreement. Purchaser agrees not to transfer, sell or otherwise encumber said materials until such time as Purchaser's performance under this agreement is completed. Purchaser is responsible for any loss or damage to the materials until the price is fully paid.

NON-WAIVER: No claim or remedy of Lezzer Cash & Carry arising under this agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing and is signed by an officer of Lezzer Cash & Carry.

ASSIGNMENT: Purchaser shall not assign any of its rights under this agreement to any Person, Firm or Corporation without prior express written consent of Lezzer Cash & Carry.

AGENTS OF PURCHASER: Purchaser shall be fully responsible and liable for any and all charges of materials or supplies made by persons listed on this Credit Application as persons authorized to make such charges, until such time that the purchaser provides Lezzer Cash & Carry with written notification of the termination of any such person's authority to make charges.

CREDIT HOLD: Lezzer Cash & Carry reserves the right to place accounts not conforming to the agreed terms on credit hold until payment for delinquent invoices and any applicable service charges are received. Upon payment of past due balances, Lezzer Cash & Carry reserves the right to withdraw credit privileges.

CREDIT APPLICATION: Purchaser represents and warrants that the information provided and the statements made by Purchaser on the credit application attached hereto and made part of this agreement are true, accurate and complete. Purchaser acknowledges and agrees that if Lezzer Cash & Carry, in its sole and absolute discretion, agrees to extend and continue to extend credit to Purchaser such decisions will be in reliance on the information provided in the credit application.

GOVERNING LAW: This agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Pennsylvania. Purchaser agrees to prosecute any claim, suit or proceeding in the Courts of the Commonwealth of Pennsylvania or the United State District Court in which any Lezzer Cash & Carry store is located. You hereby consent to the jurisdiction of the above - stated courts for any claim, action, suit or proceeding related to this agreement.

ENTIRE AGREEMENT: This agreement, along with its accompanying Credit Application, constitutes the entire agreement, and supersedes any and all prior agreements between Lezzer Cash & Carry and Purchaser with regard to the Credit Account furnished to you, provided Lezzer Cash & Carry agrees to establish such account. The terms and conditions set forth in this application constitute a complete and exclusive statement of the agreement between Lezzer Cash & Carry and Purchaser, heirs, executors and assigns. Any oral agreements or understanding to the contrary shall be of no effect. The terms and conditions of the account can be modified only by written amendment signed by an authorized person at Lezzer Cash & Carry and Purchaser.

Form # LCC-393

CUSTOMER COPY

CUSTOMER COPY

SECTION 7: AUTHORIZATION TO OBTAIN CREDIT INFORMATION

(All applicants must fully complete this section)

Authorization is given to Lezzer Cash & Carry to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Lezzer Cash & Carry with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as an original.

James J. Hen

Signature

8-31-01

Date

Signature

Date

Signature

Date

Signature

Date

Do not write below this line

For Office Use Only

Approved By	Date Approved	Account Number	Type	Credit Limit
<i>J. H.</i>	<u>8/31/01</u>	<u>13462442</u>	<u>1</u>	<u>20,000</u>
			Code	Date
			<u>8</u>	<u>8/31/01</u>
			Code	Date

LEZZER CASH & CARRY
OF CURWENSVILLE, INC.
P. O. BOX 217
CURWENSVILLE, PA. 16833

V E R I F I C A T I O N

I, Thomas Yontosh, Corporate Credit Manager for LEZZER CASH & CARRY of CURWENSVILLE, INC., Plaintiff, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Thomas Yontosh,
Corporate Credit Manager for
LEZZER CASH & CARRY of
CURWENSVILLE, INC.

Date:

8/4/03

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 03- - CD

LEZZER CASH & CARRY OF
CURWENSVILLE, INC., Plaintiff

-vs-

HOLDEN BUILDERS, INC., a
Corporation, JAMES T. HOLDEN and
MARY ELLEN HOLDEN, individually,
Defendants

COMPLAINT IN CONFESSION OF
JUDGMENT

FILED
10/3/4/2003 Statement to Amy Gates
AUG 05 2003

William A. Shaw
Prothonotary/Clerk of Courts
Amy A. Gates
Att'y A/C 20.00

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

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

LEZZER CASH & CARRY of	:	
CURWENSVILLE, INC.,	:	
Plaintiff	:	
vs.	:	No. 03- 1153 -CD
HOLDEN BUILDERS, INC., a	:	
Corporation, JAMES T. HOLDEN and	:	
MARY ELLEN HOLDEN, individually,	:	
Defendants	:	

TO: Mary Ellen Holden
607 North Front Street, #A
Philipsburg, PA 16866

Notice is given that a JUDGMENT in the above captioned matter has been entered against you on August 5, 2003, in the amount of \$51,761.06, plus interest at the rate of 18% per annum on the unpaid principal balance from April 8, 2003.

William A. Shaw, Prothonotary

By _____
Deputy

J

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

LEZZER CASH & CARRY of	:	
CURWENSVILLE, INC.,	:	
Plaintiff	:	
vs.	:	No. 03- 1153 -CD
HOLDEN BUILDERS, INC., a	:	
Corporation, JAMES T. HOLDEN and	:	
MARY ELLEN HOLDEN, individually,	:	
Defendants	:	

TO: Holden Builders, Inc.
308 Walton Street, #3
Philipsburg, Pennsylvania 16866

Notice is given that a JUDGMENT in the above captioned matter has been entered against you on August 5, 2003, in the amount of \$51,761.06, plus interest at the rate of 18% per annum on the unpaid principal balance from April 8, 2003.

William A. Shaw, Prothonotary

By _____
Deputy

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

LEZZER CASH & CARRY of :
CURWENSVILLE, INC., :
Plaintiff :
vs. : No. 03- 1153 -CD
HOLDEN BUILDERS, INC., a :
Corporation, JAMES T. HOLDEN and :
MARY ELLEN HOLDEN, individually, :
Defendants :
:

TO: James T. Holden
408 Blanchard Street
Osceola Mills, PA 16666

Notice is given that a JUDGMENT in the above captioned matter has been entered against you on August 5, 2003, in the amount of \$51,761.06, plus interest at the rate of 18% per annum on the unpaid principal balance from April 8, 2003.

William A. Shaw, Prothonotary

By _____
Deputy

COPY

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

Lezzer Cash & Carry of Curwensville, Inc.
Plaintiff(s)

No.: 2003-01153-CD

Real Debt: \$51,761.06

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Holden Builders, Inc.
James T. Holden
Mary Ellen Holden
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: August 5, 2003

Expires: August 5, 2008

Certified from the record this 5th day of August, 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 DIVISION

LEZZER CASH & CARRY of :
CURWENSVILLE, INC., :
Plaintiff :
vs. : No. 03- 1153 -CD
HOLDEN BUILDERS, INC., a :
Corporation, JAMES T. HOLDEN and :
MARY ELLEN HOLDEN, individually, :
Defendants :

CONFESION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the complaint filed in this action, I appear for the Defendants and confess judgment in favor of the Plaintiff and against Defendants as follows:

a. Amounts due for credit purchases, including interest, due pursuant to the terms of the Non-Consumer Credit Agreement through April 8, 2003;	\$45,009.62
b. Attorney's fees (at the rate of 15%) pursuant to the Warrant of Attorney appearing in said Non-Consumer Credit Agreement	\$ 6,751.44

	TOTAL
	\$51,761.06
c. Plus Interest at the rate of 18% per annum on the unpaid principal balance from April 8, 2003	



Attorney for Defendants

FILED

AUG 05 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

Lezzer Cash & Carry of Curwensville, Inc.

Plaintiff(s)

No.: 2003-01153-CD

Real Debt: \$51,761.06

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Holden Builders, Inc.

Entry: \$20.00

James T. Holden

Mary Ellen Holden

Defendant(s)

Instrument: Confession of Judgment

Date of Entry: August 5, 2003

Expires: August 5, 2008

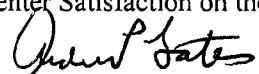
Certified from the record this 5th day of August, 2003.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on December 9, 2003, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney

FILED

03/05/04 Cattell, Bly

DEC 10 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2003-01153-CD

Lezzer Cash & Carry of Curwensville, Inc.

Debt: \$51,761.06

Vs.

Atty's Comm.:

Holden Builders, Inc.

James T. Holden

Mary Ellen Holden

Interest From:

Cost: \$20.00.

NOW, Wednesday, December 10, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 10th day of December, A.D. 2003.

Prothonotary