

03-1162-CD  
FIRST NATIONAL BANK OF PA. vs. DON-DINE CORP. etal.

FIRST NATIONAL BANK OF PA,  
Successor-in-Interest via merger to  
PROMISTAR BANK,

Plaintiff

vs.

DON-DINE CORPORATION and  
MARK JOHNSON  
d/b/a J&P WELL DRILLING,

Defendants

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

: No. 03-1162-CD

: TYPE OF DOCUMENT:

: COMPLAINT IN CONFESSION  
: OF JUDGMENT

: ATTORNEY FOR PLAINTIFF:

: DENVER E. WHARTON, ESQUIRE  
: SUPREME COURT I.D. #31800  
: KAMINSKY, THOMAS, WHARTON  
: & LOVETTE  
: 360 STONYCREEK STREET  
: JOHNSTOWN, PA 15901  
: TELEPHONE: (814) 535-6756

**FILED**

AUG 07 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,	:	No.
Successor-in-Interest via merger to	:	
PROMISTAR BANK,	:	
	:	
Plaintiff	:	
	:	
vs.	:	
	:	
DON-DINE CORPORATION and	:	
MARK JOHNSON d/b/a	:	
J&P WELL DRILLING,	:	
	:	
Defendants	:	

**COMPLAINT IN CONFESSION OF JUDGMENT**

AND NOW, comes the Plaintiff, First National Bank of PA, Successor-in-Interest via merger to Promistar Bank, by and through its attorneys, Kaminsky, Thomas, Wharton & Lovette, and files this Complaint in Confession of Judgment pursuant to Pa. R.C.P. 2951(b), and in support thereof avers as follows:

1. The Plaintiff, First National Bank of Pennsylvania, Successor-in-Interest via merger to Promistar Bank, is a National Banking Association with an office located at 532-534 Main Street, Johnstown, Cambria County, PA 15901.

2. The Defendant, Don-Dine Corporation, is a corporation with its principal office located at P.O. Box 237, Pine Street, Allport, Clearfield County, PA 16821.

3. The Defendant, Mark Johnson d/b/a J&P Well Drilling, is a sole proprietorship with its principal office located at P.O. Box 237, Pine Street, Allport, Clearfield County, PA 16821.

4. Attached as Exhibit "A" is a true and correct copy of the original instrument authorizing confession duly executed by Defendants. The debt instrument is a Lease Agreement between the Defendants and MidAtlantic Financial, Inc. The Lease Agreement contains a Confession of Judgment clause.

5. Attached as Exhibit "B" is a true and correct copy of the original Security Agreement which is executed by MidAtlantic Financial, Inc., and which assigns all of MidAtlantic Financial, Inc.'s rights in the Lease Agreement to Promistar Bank, succeeded in interest via merger to First National Bank of PA.

6. Judgment is not being entered by Confession against a natural person in connection with a consumer credit transaction.

7. Judgment has not been entered in any jurisdiction on the attached instrument authorizing confession.

8. Defendants are in default under the terms of the instrument in that no payments have been made on the subject Lease Agreement since June 4, 2003.

9. The Defendants are liable to Plaintiff as follows:

a. Unpaid principal: Thirty-seven Thousand Five Hundred Seventy-eight and 54/100 (\$37,578.54) Dollars;

b. Interest: Two Thousand Forty-one and 71/100 (\$2,041.71) Dollars;

c. Late fees and attorney's fees (5%): Two Thousand Four Hundred Ninety-one and 25/100 (\$2,491.25) Dollars, consisting of Four Hundred Eighty-

five and 94/100 (\$485.94) Dollars late fees and Two Thousand Five and 31/100 (\$2,005.31) Dollars attorney's fees;

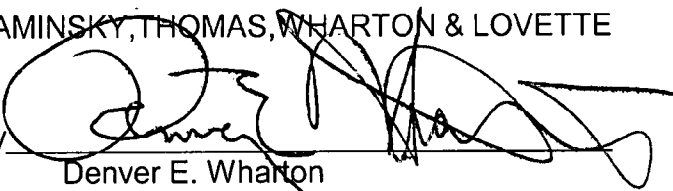
d. Total: Forty-two Thousand One Hundred Eleven and 50/100 (\$42,111.50) Dollars.

WHEREFORE, Plaintiff demands judgment in the sum of Forty-two Thousand One Hundred Eleven and 50/100 (\$42,111.50) Dollars as authorized by the Warrant of Attorney appearing in the instrument attached hereto as Exhibit "A".

Respectfully submitted,

KAMINSKY, THOMAS, WHARTON & LOVETTE

By

  
Denver E. Wharton  
Attorney for Plaintiff



## LEASE AGREEMENT

The undersigned lessor (herein, "Lessor") does hereby lease to the undersigned lessee (herein, "Lessee"), subject to the terms and conditions set forth on both sides hereof, the equipment described below and/or in the Schedule "A" attached hereto and incorporated herein, together with all attachments and accessories now or hereafter affixed thereto, and substitutions and replacements thereof (herein, the "Equipment"):

Equipment Description			
(1) 1978 Drill Tech Drilling Rig Model D40K, S/N 870551 Truck Mounted on 1978 Chassis (Crane Carrier) with 175' Pipe, S/N 25715			
No of Rental Installments	48	Initial Term (Mos.)	48
Other Terms			
Rental Installment Amount	\$ 1,349.96	Sales/Use Tax	\$ 0
Total Rental Installment		\$ 1,349.96	

Upon execution of this lease, Lessee shall pay to Lessor the first one Rental Installment(s) and a Security Deposit in the amount of \$ 0. All rental installments are based on an Equipment cost to Lessor equal to \$ 50,000.00.

In the event the Lessor's cost is other than as set forth above, total rental and rental installments shall be adjusted, accordingly.

### TERMS AND CONDITIONS

1. Lessee shall be deemed to have irrevocably accepted the Equipment under this lease by its execution of Lessor's form of Delivery and Acceptance Certificate ("Commencement Date"). The rental term of the Equipment shall commence upon the Commencement Date and shall continue for the number of months set forth above, beginning on the first day of the first month after the Commencement Date. Lessee shall pay rent to Lessor, monthly in advance, in the Rental Installment amounts, and for the number of Rental Installments, both as set forth above, on the first day of each month (unless otherwise provided herein) during the term hereof, plus, in the case of the first Rental Installment, the per diem equivalent of the Rental Installment for each day from and including the Commencement Date to and including the day immediately preceding the due date of the first Rental Installment.
2. All rentals shall be paid to Lessor at Lessor's address, or at such other address as Lessor may specify by notice to Lessee. All such rentals shall be paid with-out notice or demand, and Lessee's obligation to pay such rentals shall be absolute and unconditional and not subject to any abatement, reduction, set-off, defense, counterclaim or recoupment ("Abatements") for any reason whatsoever (including, without limitation, Abatements due to any present or future claims of Lessee against Lessor under this lease or otherwise, or against the manufacturer or vendor of the Equipment); nor, except as otherwise expressly provided herein, shall this lease terminate or the obligations of Lessee hereunder be affected by reason of any defect in or damage to, or any loss or destruction of, any Equipment from any cause whatsoever, or the interference with the use thereof by any private person, corporation or governmental authority, or the invalidity or unenforceability or lack of due authorization of this lease or lack of right, power or authority to enter into this lease, or for any other cause, whether similar or dissimilar to the foregoing, any present or future law or regulation to the contrary notwithstanding. If any rentals or other sums due hereunder are not paid within 5 days of the due date thereof, Lessee shall pay to Lessor on demand, as additional rental, an amount equal to ten percent (10%) of such past due rentals or sums.
3. The security deposit, if any, specified herein shall secure the full and faithful performance of all agreements, obligations and warranties of Lessee to Lessor, including, but not limited to, the agreement of Lessee to return the Equipment upon the expiration or earlier termination of this lease in the condition hereinafter specified. Such deposit shall not excuse the performance of any such agreements, obligations or warranties of Lessee or prevent a default. Lessor may (but need not) apply all or any part of such security deposit toward discharge of any overdue obligation of Lessee. To the extent any portion of such security deposit is so applied by Lessor, Lessee shall forthwith restore the security deposit to its full amount plus interest thereon at the rate of 1/30th of 1.5% per day until restored.
4. Until the Equipment is returned to Lessor in accordance with the terms of this Lease, Lessee shall: (i) use the Equipment solely in the conduct of its business, (ii) Lessee agrees to keep the Equipment at the address specified in this lease, or as set forth in the Delivery and Acceptance Certificate, and not to remove all or any part of the Equipment therefrom without the Lessor's prior written consent; (iii) use and preserve the Equipment in a careful, proper and lawful manner, (iv) at its own expense, keep the Equipment in good repair, condition and working order and furnish any and all parts and labor required for that purpose, and in this connection shall use in said maintenance only spare and repair parts manufactured or furnished by the manufacturer of the Equipment (v) not make any material alterations to the Equipment without the prior written consent of Lessor, and Lessee agrees that all equipment, attachments, accessories and repairs at any time made to or placed upon the Equipment shall immediately become the property of Lessor, and shall be deemed to have incorporated into the Equipment and subject to the terms and conditions of this lease as if originally leased hereunder, (vi) promptly notify Lessor of any loss of or damage to the Equipment, (vii) assume and shall bear the entire risk of loss of and damage to the Equipment, and injury or death to persons, from any cause whatsoever pursuant to the provisions of this lease, and provide full insurance coverage as hereinafter provided, and (viii) not assign, sublet or hypothecate any of the Equipment or any interest in this lease or allow the Equipment to be used by persons other than employees of the Lessee, and any attempt to do so shall constitute an act of default hereunder and such assignment, sublease or hypothecation shall be void and without effect.
5. Lessee shall, at its expense, keep the Equipment insured against all risks of loss or physical damage for not less than its "Stipulated Loss Value" (as that term is defined herein). The Stipulated Loss Value for the Equipment as of any rental payment date shall be an amount equal to all past due Rental Installments and other sums due and unpaid hereunder, plus the accelerated balance of the total amounts due for the remaining term of this lease discounted to present value at a discount rate of 6% as of the date of loss and the Lessor's estimate as of the time this lease was entered into of Lessor's residual interest in the Equipment discounted to present value at a discount rate of 6%. Lessee shall further, at its expense, provide and maintain comprehensive public liability insurance against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation or condition of the Equipment; together with such other insurance as may be required by law or reasonably requested by Lessor. All said insurance shall name both Lessor and Lessee as parties insured and shall be in form and amount and with insurers satisfactory to Lessor, and Lessee shall furnish to Lessor certified copies or certificates of the policies of such insurance and each renewal thereof. If Lessee shall fail to provide said insurance or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates thereof to Lessor, then Lessor, at its option, shall have the right to procure such insurance and to add the cost thereof to the rent payment next becoming due which Lessee agrees to pay as additional rent. Each insurer must agree by endorsement upon the policy or policies issued by it that it will give Lessor not less than 30 days written notice before such policy or policies are cancelled or altered, and, under the physical damage insurance, that (a) losses shall be payable solely to Lessor, and (b) no act or omission of Lessee or any of its officers, agents, employees or representatives shall affect the obligation of the insurer to pay the full amount of any loss. Lessee hereby irrevocably authorizes Lessor to make, settle and adjust claims under such policy or policies of physical damage insurance and to endorse the name of Lessee on any check or another item of payment for the proceeds thereof; it being understood, however, that unless otherwise directed in writing by Lessor, Lessee shall make and file timely all claims under such policy or policies, and Lessee may, unless Lessee is then in default, settle and adjust all such claims.
6. Lessee agrees to report and pay to the appropriate authority any and all license fees, registration fees, assessments, charges and taxes, including penalty and interest if any assessed against the Equipment or the ownership, purchase, rental or use of the Equipment, except for taxes payable in respect to Lessor's net income. Unless Lessee provides Lessor with a valid certificate of exemption, Lessee shall pay all applicable sales or use taxes to Lessor.

**ALL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT ARE A PART HEREOF AND ARE BINDING UPON THE PARTIES HERETO.**

LESSOR **MidAtlantic Financial, Inc.**  
Name  
100 E. McMurray Rd., ste. 206  
Address  
McMurray, PA 15317  
City State Zip  
By: [Signature] 5-29-01  
Signature Date  
SCOTT A. LESNITT Pres.  
Printed Name Title

LESSEE **Don-Dine Corporation and**  
**Mark Johnson DBA J&P Well Drilling**  
Name  
P.O. Box 237, Pine Street  
Address  
Allport, PA 16821  
City State Zip  
By: [Signature] 5-29-01  
Signature Date  
MARK JOHNSON DON JOHNSON, PRES.  
Printed Name Title

EXHIBIT "A"

exclusively. Lessee shall keep the Equipment free from all liens and encumbrances. Lessee shall execute and/or furnish to Lessor any further instruments and assurances reasonably required by Lessor from time to time for Lessor to protect its interest; and Lessee shall cooperate with Lessor in maintaining the title of the Equipment as personal property, including, without limitation, the execution of financing statements and the furnishing of waivers with respect to rights in the Equipment from the owners and mortgagees of the real estate on which the equipment is or will be located, all at Lessee's expense. Without limiting the foregoing, Lessee hereby authorizes and irrevocably appoints Lessee as Lessee's attorney-in-fact, with full power of substitution, to execute and file such financing statements and other documents in all places where necessary to protect Lessor's interest in the Equipment.

## SECURITY AGREEMENT

(Non-Recourse)

(Chattel Mortgage and Assignment of Lease Agreement/Security Agreement)

THIS AGREEMENT, dated as of 5-30, 2001, is entered into by and between MidAtlantic Financial, Inc. ("Company") and Promistar Bank ("Bank"). In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

(1) As security for the payment of all indebtedness ("Indebtedness") of the Company to the Bank, hereunder and under a promissory note (the "Note") in the original principal amount of \$ 53,806.87 \* dated 5-30, 2001 and payable by the Company to the Bank, the Company hereby assigns to the Bank, and grants to the Bank a security interest in, all the Company's right, title, and interest in and to property ("Collateral") consisting of (i) the Lease Agreement/Security Agreement ("Agreement") dated 5-27, 2001, between the Company, as Lessor/Secured Party and Don-Dine Corporation and Mark Johnson DBA J&P Well Drilling as Lessee/Debtor ("Lessee"), (ii) the equipment ("Equipment") as described in the Agreement on Schedule N/A ("Schedule") which is attached as Exhibit A hereto and any replacements thereof, (iii) all rental payments/monthly installments and other amounts payable thereafter under the Schedule by Lessee to the Company ("Payments"), and (iv) all proceeds of any of the foregoing and of the insurance referred to in paragraph (4), hereof, (v) any and all guarantees or other Collateral given to the company in connection with the Agreement.

(2) The Company warrants and agrees that (i) it has good title to the Equipment and the Agreement and Payments, free of all liens and claims except for rights of the Lessee under the Agreement, (ii) it has the power and authority to, and does hereby convey to the Bank, a valid first priority security interest in the Equipment and the Agreement as security for the obligations of the Lessee, (iii) the Note, this Agreement and any guarantees are valid and are enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforceability generally of the rights of creditors or lessors/secured parties, (iv) it has delivered to the Bank fully executed copies of the Agreement, which is, and will be, the only copy marked "Secured Party's Original", (v) it will not grant a security interest in the Collateral to any person other than the Bank, and it will deliver to the Bank a release or subordination of any security interest heretofore granted in the Collateral to any other person as the Bank may reasonably request, and (vi) it will not amend or modify any provision of the Agreement without the prior consent of the Bank, (vii) the Agreement is the only document executed by Company and the Lessee with respect to the Equipment.

(3) Once the Bank has utilized the services of the Company to finalize a transaction, it is hereby agreed that the Bank or its Assigns will not knowingly solicit that Lessee for future equipment finance/lease business for a period of thirty six (36) months after the last funded transaction of the Lessee without Company involvement and compensation. The Bank agrees to refer such equipment finance/lease requests from Lessee to the Company, and if not possible given certain circumstances to do so, Bank agrees to compensate the Company 3% of the equipment cost or funded amount, whichever is greater.

(4) The Company will provide the Bank with a certificate of insurance at time of assignment with Lessee as named insured. All policies for such insurance shall contain loss payable clauses in favor of the Company and the Bank as their respective interest may appear. The Company hereby assigns and sets over unto the Bank all monies which may become payable on account of any such insurance and directs the insurers to pay the Bank any amounts so due to the extent said monies are not used to repair or replace said Equipment provided that if the Agreement is terminated in whole or in part as the result of said loss, damage or destruction, then the Bank shall receive all of the insurance proceeds applicable thereto to the full extent of said termination.

\* MidAtlantic Financial, Inc. retains all ownership rights to equipment; therefore, MidAtlantic requires all UCCs/rights be reassigned back to MidAtlantic Financial, Inc. upon maturity or early payoff.



(5) If (i) the Company defaults in the performance of any other obligation of the Company hereunder or under the Note, (ii) any representation or warranty made herein by the Company shall prove to have been false or misleading in any material respect as of the date hereof, or (iii) an Event of Default (as described in the Agreement) occurs under the Agreement, then, if any event described in the above clauses (iv) through (v), Paragraph 2 shall be continuing, the Bank may at its option declare the Note to be due and payable, whereupon the unpaid principal of and accrued interest on the Note shall become immediately due and payable and the Bank may exercise all rights and remedies (not inconsistent with the terms of the Agreement, the Note or this Agreement) with respect to the Collateral, available to it under applicable law.

(6) Notwithstanding any other provision of this Agreement, the Bank agrees that (i) its security interest and rights hereunder are subject to the rights of the Lessee under the Agreement, (ii) the Company has and shall have no personal liability or obligation with respect to payment of the Indebtedness (non-recourse), which is payable solely from proceeds received by the Bank from the Bank's right, title and interest in and to the Collateral, except that the Company shall have personal responsibility for any loss or liability of the Bank arising out of a breach of the Company's representations, warranties or agreements herein. (iii) Upon payment in full, the Bank shall cancel the Note, this Agreement and UCC financing statements, if any, and shall promptly deliver all such cancelled documents to the Company.

(7) The Agreement and the Note shall be contracts made under and governed by the laws of Pennsylvania. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any notice required or given hereunder shall be deemed properly given when mailed, postage prepaid, addressed to the designated recipient at its address set forth herein or such other address as such party may advise the other party by notice given in accordance with this provision.

(8) This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Company and the Bank. The Bank agrees that, in the event of any transfer by it or the Note, it will endorse thereon a notation as to the portion of the principal of the Note which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon.

IN WITNESS WHEREOF, the Company and the Bank have duly executed and delivered this Agreement as of the day and year first above written.

ATTEST:

Carlton D. Frost

Title Chief F. Officer

MidAtlantic Financial, Inc.

By [Signature]

Title Pres.

ATTEST:

Edith Johnson

Title Administrative Assistant

Promistar Bank

By [Signature]

Title U.P.

EXHIBIT A  
CERTIFICATE OF DELIVERY AND ACCEPTANCE

Pursuant to Lease Agreement/Security Agreement dated 5-29-01, by and between MidAtlantic Financial, Inc. ("Lessor/Secured Party"), a Pennsylvania Corporation, with a place of business at 100 E. McMurray Road, Suite 206, McMurray, PA 15317 and Don-Dine Corporation and Mark Johnson DBA J&P Well Drilling ("Lessee/Debtor"), with a place of business at P.O. Box 237, Pine Street, Allport, PA 16821

the undersigned, for and on behalf of Lessee/Debtor, and being duly authorized so to do, hereby (a) certifies that the following Equipment ("Equipment") has been delivered to, and inspected by Lessee/Debtor and is in good working order, repair and condition, to Lessee's/Debtor's satisfaction, has been installed to the satisfaction of Lessee/Debtor, is fit for all purposes intended by Lessee/Debtor (b) unconditionally accepts the Equipment for all purposes of the Lease Agreement/Security Agreement, as of the date hereof, and (c) affirms that there have been no modifications or amendments to the Lease Agreement/Security Agreement, and (d) directs Lessor/Secured Party to pay Lessee's/Debtor's Supplier, and (e) with payment of Lessee's/Debtor's supplier, acknowledges that Lessor/Secured Party has fully and satisfactorily performed all obligations to be performed by it pursuant to the Lease Agreement/Security Agreement.

LESSEE/DEBTOR ACKNOWLEDGES THE DISCLAIMER OF CLAIMS AND WARRANTIES MADE IN THE LEASING/FINANCING OF THIS EQUIPMENT, THE PROMISE TO MAKE ALL PAYMENTS TO LESSOR/SECURED PARTY EVEN IF THE EQUIPMENT FAILS TO WORK OR OTHERWISE PERFORM AS EXPECTED AND TO LOOK TO LESSEE'S/DEBTOR'S SUPPLIER AND NOT LESSOR/SECURED PARTY FOR RESOLUTION OF ANY PROBLEMS WITH THE EQUIPMENT.

LESSEE/DEBTOR UNDERSTANDS THAT LESSOR/SECURED PARTY IS RELYING ON LESSEE'S/DEBTOR'S CERTIFICATION OF ITS SATISFACTION WITH THE EQUIPMENT IN DIRECTING PAYMENT OF THE SUPPLIER AND WOULD NOT DO SO BUT FOR LESSEE'S/DEBTOR'S CERTIFICATION.

Quantity	Description of Equipment
(1)	1978 Drill Tech Drilling Rig Model D40K, S/N 870551 Truck Mounted on 1978 Chassis (Crane Carrier) with 175' Pipe, S/N 25715

Don-Dine Corporation and  
Mark Johnson DBA J&P Well Drilling  
Lessee/Debtor

5-29-01  
Date

By: [Signature]  
Authorized Signature

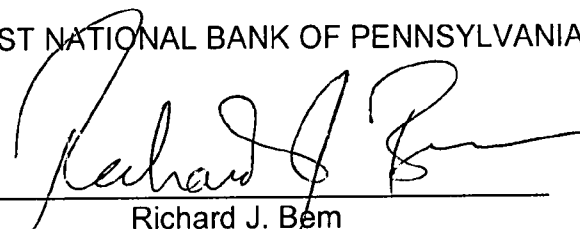
and Pres.  
Title

**VERIFICATION**

I, Richard J. Bem, Vice-President of First National Bank of Pennsylvania, being authorized to do so, verify that the statements made in this Complaint in Confession of Judgment are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

FIRST NATIONAL BANK OF PENNSYLVANIA

By

A handwritten signature in dark ink, appearing to read "Richard J. Bem", is written over a horizontal line.

Richard J. Bem  
Vice-President

DATED: 8/5/03

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No.  
Successor-in-Interest via merger to :  
PROMISTAR BANK, :

Plaintiff :

vs. :

DON-DINE CORPORATION and :  
MARK JOHNSON d/b/a :  
J&P WELL DRILLING, :

Defendants :

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 the Defendants as follows:

a. Unpaid principal: Thirty-seven Thousand Five Hundred Seventy-eight and 54/100 (\$37,578.54) Dollars;

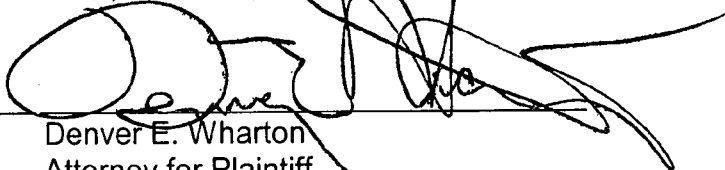
b. Interest: Two Thousand Forty-one and 71/100 (\$2,041.71) Dollars;

c. Late fees and attorney's fees (5%): Two Thousand Four Hundred Ninety-one and 25/100 (\$2,491.25) Dollars, consisting of Four Hundred Eighty-five and 94/100 (\$485.94) Dollars late fees and Two Thousand Five and 31/100 (\$2,005.31) Dollars attorney's fees;

d. Total: Forty-two Thousand One Hundred Eleven and 50/100 (\$42,111.50) Dollars.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By

  
Denver E. Wharton  
Attorney for Plaintiff

Denver E. Wharton  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,  
Successor-in-Interest via merger to  
PROMISTAR BANK,

Plaintiff

vs.

DON-DINE CORPORATION and  
MARK JOHNSON d/b/a  
J&P WELL DRILLING,

Defendants

: No.

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**CERTIFICATE OF SERVICE**

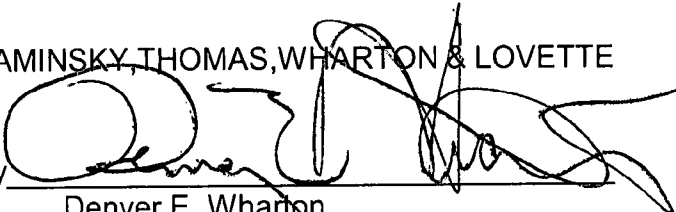
I, Denver E. Wharton, Esquire, hereby certify that on the 6th day of  
August, 2003, I forwarded a true and correct copy of the Complaint by U.S.  
First Class Mail, postage prepaid, to the following addresses:

Don-Dine Corporation  
P.O. Box 237  
Pine Street  
Allport, PA 16821

Mark Johnson  
d/b/a J&P Well Drilling  
P.O. Box 237  
Pine Street  
Allport, PA 16821

KAMINSKY, THOMAS, WHARTON & LOVETTE

By

  
Denver E. Wharton  
Attorney for Plaintiff

## No.

**VS.**

# COMPLAINT IN CONFESSION OF JUDGMENT

M. 1.58 BA at 2000  
Wickets 100  
AUG 07 2003 Sent to City

LAW OFFICES

360 STONYCREEK STREET

JOHNSTOWN, PENNSYLVANIA 15901-1959

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

: No.

VS.

## Defendants

Notice is given that a judgment in the above captioned matter  
has been entered against you on August 7, 2003.

  
Prothonotary of Clearfield County



(Rule of Civil Procedure No. 236)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,  
Successor-in-Interest via merger to  
PROMISTAR BANK,

Plaintiff

vs.

DON-DINE CORPORATION and  
MARK JOHNSON  
d/b/a J&P WELL DRILLING,

Defendants

: No.

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TO: Don-Dine Corporation  
P.O. Box 237  
Pine Street  
Allport, PA 16821

Notice is given that a judgment in the above captioned matter  
has been entered against you on August 7, 2003.



\_\_\_\_\_  
Prothonotary of Clearfield County

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

First National Bank of PA  
Plaintiff(s)

No.: 2003-01162-CD

Real Debt: \$42,111.50

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Don-Dine Corporation  
Mark Johnson  
Defendant(s)

Entry: \$20.00

Instrument: Confession Judgment

Date of Entry: August 7, 2003

Expires: August 7, 2008

Certified from the record this 7th 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