

03-1175-CD
S & T BANK vs. MASTER CARRIER, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

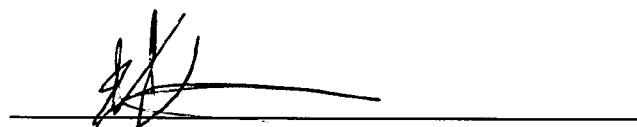
Civil Action - Law

S & T BANK, Plaintiff : Debt: \$32,782.05
v. : Interest From: June 20, 2003
MASTER CARRIER, INC., Defendant : No. 1175- 2003

PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in the amount of Thirty Two Thousand Seven Hundred Eighty Two Dollars and Five Cents (\$32,782.05), together with interest and costs of suit against the Defendant, Master Carrier, Inc., and in favor of the Plaintiff, S & T Bank.



H. John Drayer, Attorney for Plaintiff

a:s&t\mastercar2.jud\forms#4\lm

FILED

AUG 14 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of
Clarion County Prothonotary
Statement of Judgment

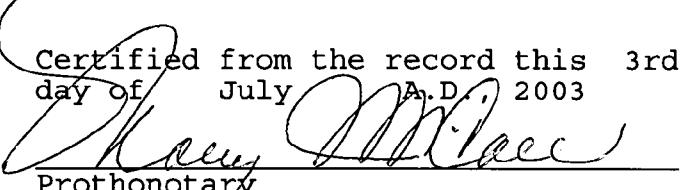
03-1175-40

S & T BANK
** VERSUS **
MASTER CARRIER INC

Case No.: 2003-00810
Entered: 7/02/2003
Note Dated: 0/00/0000
Int. From: 6/20/2003
Judgment: \$32,782.05

Filing Fee: \$20.00
Atty Fee: \$.00
Mag. Costs: \$.00
Sheriff Costs: \$.00
Satisfaction: \$7.50
Bill of Cost: \$.00
INT FROM 6/20/03 @ \$.00
460.43 PER DIEM PER \$.00
DAY \$.00

Certified from the record this 3rd
day of July A.D. 2003


Prothonotary

SATISFACTION

Received _____ Debt
interests and costs in full of the
within stated judgment; and the
Prothonotary is hereby authorized
and directed to satisfy the same,
upon payment of the Record costs.

Plaintiff

RECEIPT FOR PAYMENT
=====

Clarion County Prothonotary
Clarion, Pa 16214

Receipt Date 07/03/03
Receipt No. 437848

S & T BANK

S & T BANK

(VS) MASTER CARRIER INC

Case Number 2003-00810

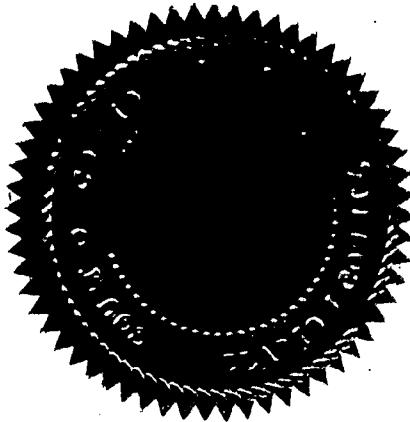
Remarks REC'D H JOHN DRAYER ESO
COMPLAINT CONFESSION JUDGMENT

Total Paid \$*****20.00 PYMT/CHECK No. 8378

----- Distribution Of Payment -----

Transaction Description	Beg. Bal.	Prior Pymts	This Pmt	Bal. Due
TAX JDMT/FILED	.50		.50	
AUTOMATION FEE	5.00		5.00	
JDMT/FILED	14.50		14.50	
	20.00		20.00	.00

Commonwealth of Pennsylvania :
County of Clarion



I, Mary J. McCall, Prothonotary of the Court of Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct copy of the whole record of the case therein stated, wherein _____

S & T BANK

Plaintiff,
and MASTER CARRIER, INC.

Defendant,

as the same remains of record before the said Court at No. 810
of CD Term, A.D. 19 2003

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court this 4th day of August A.D. 19 2003

The handwritten signature of Mary J. McCall, Prothonotary.

Prothonotary

I, James G. Arner, President Judge of the 18th Judicial District Comprising of the Court of Common Pleas, do certify that Mary J. McCall, by whom the annexed record,

certificate and attestations were made and given, and who in his own proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said County, was at the time of so doing and now is Prothonotary,

duly commissioned and qualified, to all of whose in and for said County of Clarion, in the Commonwealth of Pennsylvania, duly commissioned and qualified, to all of whose acts as such full faith and credit are and ought to be given, as well in Court of judicature as elsewhere; and that the said record, certificate and attestation are in due form of law, and made by the proper officer,

The handwritten signature of James G. Arner, President Judge.

Commonwealth of Pennsylvania :
County of Clarion

I, Mary J. McCall, Prothonotary of the Court of Common Pleas in and for said County, do certify that the Honorable James G. Arner, by whom the foregoing attestation was made, and who has thereunto subscribed his name was at the time of making thereof and still is President Judge of the Court of Common Pleas, Orphans Court, and Court of Quarter Sessions of the Peace in and for said County, duly commissioned and qualified, to all whose acts as such full faith and credit are and to be given, as well in Courts of judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and suffixed the seal of said Court this 4th Day of August A.D. 19 2003

The handwritten signature of Mary J. McCall, Prothonotary.

Prothonotary

No. 810, CD Term, 1992 2003

S & T BANK,
Plaintiff

vs

MASTER CARRIER, INC.,
Defendant

Exemplified Record

From Clarion County

Debt, \$ 32,782.05

Interest From June 20, 2003

Costs Filing fee \$ 20.00

Ex Record 10.00

Satisfaction 7.50

Entered and Filed July 2, 2003

Mary J. McCall

Prothonotary

Cover Sheet

Case No 2003-00810

PlaIntIff:
S & T BANK

** (VS) **

Defendant:
MASTER CARRIER INC

I hereby certify that the within is a true and correct
copy of the original.....

Docket Entries

filed in the within case

... PROTHONOTARY

Case No 2003-00810
S & T BANK (VS) MASTER CARRIER INC

Date
Filed

1 7/02/03 COMPLAINT IN CONFESSION OF JUDGMENT FILED. JUDGMENT BY WARRANT OF ATTORNEY CONFESSED BY H JOHN DRAYER ESQ AND JUDGMENT IS HEREBY ENTERED IN FAVOR OF THE PLAINTIFF AND AGAINST THE DEFENDANT IN THE AMOUNT OF \$32,782.05 TOGETHER WITH INTEREST FROM JUNE 20, 2003, AT THE RATE OF 460.43 PER DIEM PER DAY
NOTICE SENT TO THE DEFT

2 7/02/03 STATEMENT IN ASSUMPSIT AND CONFESSION OF JUDGMENT

----- End of Docket Entries -----

IN THE COURT OF COMMON PLEAS OF CLARION COUNTY, PENNSYLVANIA

Civil Action - Law

S & T BANK,

Plaintiff

v.

MASTER CARRIER, INC.,

Defendant

No. 810 2003

Type of Pleading:

Complaint In Confession of Judgment

Filed on Behalf of:

Plaintiff

Counsel of Record:

H. John Drayer, Esquire

I.D. No.: 32149

Pope and Drayer

10 Grant Street

Clarion, PA 16214

(814) 226-5700

JUL 2 2003 PMG:JSD

PROTHONOTARY/CLERK OF COURTS
CLARION COUNTY
MARY J. McCALL



IN THE COURT OF COMMON PLEAS OF CLARION COUNTY, PENNSYLVANIA

Civil Action - Law

S & T BANK,

Plaintiff

v.

No. _____ 2003

MASTER CARRIER, INC.,

Defendant

COMPLAINT IN CONFESSION OF JUDGMENT

1. S & T Bank, hereinafter "Plaintiff", is a banking corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a place of business at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.

2. Master Carrier, Inc., hereinafter "Defendant", is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principle office located at 649 Fairfield Beach Road, Fairfield, Connecticut, 06430.

3. Attached hereto is a photostatic copy of a Promissory Note dated August 26, 2002; a Business Loan Agreement dated August 26, 2002; an Assignment of Deposit Account dated August 26, 2002, all of which have been signed by the Defendant

4. This judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

5. The following assignment(s) of the instrument has been made since its execution and delivery: None.

6. There has been no prior exercise of the warrant of attorney to confess judgment, contained int his instrument, in any jurisdiction.

7. The Defendants have defaulted in the performance of the Promissory Note and Credit Line Addendum in that:

(A) the Defendants have failed and/or refused to reduce the debt to zero upon demand;

8. The amount due and payable on the instrument is as follows:

Principal	\$24,841.62
Interest through June 20, 2003	460.43
Late Fees	25.00
Attorneys Commission	<u>7,455.00</u>
Total	\$32,782.05

Plus interest from June 20, 2003 at the rate of 460.43 per diem per day.

9. Thirty Two Thousand Seven Hundred Eighty Two Dollars and Five Cents (\$32,782.05), together with interest from June 20, 2003, at the rate of 460.43 per diem per day is due the Plaintiff and the entry of a judgment against the Defendant for that amount is requested.



H. John Drayer, Esquire
Attorney for Plaintiff

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF CLARION

Before me, the undersigned authority, appeared H. John Drayer, Esquire, who being duly sworn according to law, deposes and says that he is authorized to make this Affidavit, that he is familiar with the facts averred in the foregoing Complaint and that they are true and correct.

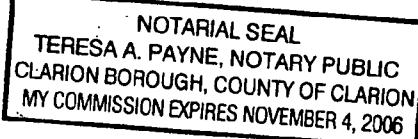


H. John Drayer, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me this
2nd day of July, 2003.



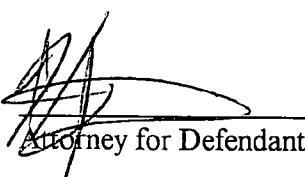
Notary Public

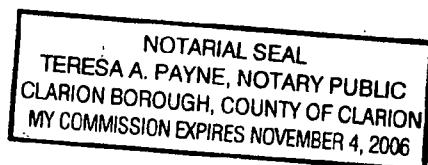


CONFESSON OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney (a. The original of which is attached) (b. 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 for the sum of Thirty Two Thousand Seven Hundred Eighty Two Dollars and Five Cents (\$32,782.05), including Attorney's commission, with costs of suit, release of errors, without stay of execution and waiving inquisition and exemption.

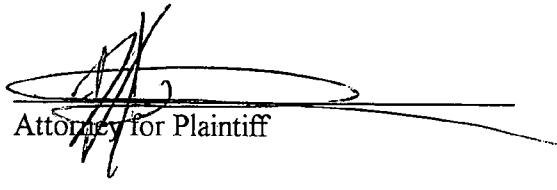
With interest from June 20, 2003, at the rate of \$460.43 per diem per day.



Attorney for Defendant

I hereby certify that the precise residence address of the Plaintiff is Main Street, P.O. Box D, Brockway, Pennsylvania 15824, and the last know address of the Defendant is 649 Fairfield Beach Road, Fairfield, Connecticut, 06430.

July 2, 2003
Date


Attorney for Plaintiff

Statement in Assumpsit and Confession of Judgment

Debt	\$ <u>24,841.62</u>
Attorneys Commission	\$ <u>7,455.00</u>
Interest from <u>through June 20, 2003</u>	
Paid By _____	\$ <u>32,782.05</u>

Filed and judgment entered thereon the
2nd day of July, 2003.

H. John Drayer
Prothonotary

H. John Drayer
Attorney for Plaintiff



PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Collateral	Appraisal	Comments
\$50,000.00						

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or term. Any item above containing **** has been omitted due to text length limitations.

Borrower: Master Carrier, Inc. (a close corporation)
347 Mayport Rd
Fairmont City, PA 16224

Lender: S&T Bank
Clairton Office
410 Main St
Clairton, PA 16214
(814) 228-4177

Principal Amount: \$50,000.00

Initial Rate: 4.750%

Date of Note: 08/26/02

PROMISE TO PAY. Master Carrier, Inc. (a close corporation) ("Borrower") promises to pay to S&T Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand & 00/100 Dollars (\$50,000.00), together with interest on the unpaid principal balance from fundng LOC #01902, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan on demand. Payment in full is due immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in accordance with the following payment schedule:

Borrower will pay the entire outstanding balance of this Note, together with all accrued but unpaid interest thereon, and all other sums and costs advanced, incurred or otherwise outstanding under the Application and Letter of Credit Agreement dated August 26, 2002, prepared by Lender in direct relationship to the foregoing, 30 days from the date of funding the Letter of Credit issued by Lender for the Borrower's account.

Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an Index which is Lender's Prime Rate (the "Index"). This is the rate Lender charges, or would charge, on 90-day unsecured loans to the most creditworthy corporate customers. This rate may or may not be the lowest rate available from Lender at any given time. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 4.750% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate equal to the Index, resulting in an initial rate of 4.750% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making lower payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: S&T Bank, Loan Servicing Center, PO Box 469 Indiana, PA 15701.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 6.000% of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 9.000 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the Insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

PROMISSORY NOTE (Continued)

Page 2

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor or Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occur with respect to any guarantor, endorser, surety, or accommodation party of any of, or liability under, any guaranty of the Indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit. Including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by, construed and enforced in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Indiana County, Commonwealth of Pennsylvania.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral, or impair, fail to realize upon, or perfect Lender's security interest in the collateral, and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

May 27, 2003 2:05PM

No. 1870 P. 3/6

PROMISSORY NOTE
(Continued)

Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

MASTER CARRIER, INC. (A CLOSE CORPORATION)

By: *Patrick Crowe, Jr.* (Seal)
Patrick Crowe, President of Master Carrier, Inc. (a
close corporation)

ATTEST: (Witness):

Theresa R. S., Vice President
Secretary or Assistant Secretary

(Corporate Seal)

IN THE COURT OF COMMON PLEAS OF CLARION COUNTY, PENNSYLVANIA

Civil Action - Law

S & T BANK,

Plaintiff

v.

MASTER CARRIER, INC.,

Defendant

COPY

No. 2003

Type of Pleading:

Complaint In Confession of Judgment

Filed on Behalf of:

Plaintiff

Counsel of Record:

H. John Drayer, Esquire

I.D. No.: 32149

Pope and Drayer

10 Grant Street

Clarion, PA 16214

(814) 226-5700

IN THE COURT OF COMMON PLEAS OF CLARION COUNTY, PENNSYLVANIA

Civil Action - Law

S & T BANK, :
Plaintiff :
v. : No. _____ 2003
MASTER CARRIER, INC., :
Defendant :
:

COMPLAINT IN CONFESSION OF JUDGMENT

1. S & T Bank, hereinafter "Plaintiff", is a banking corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a place of business at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.
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3. Attached hereto is a photostatic copy of a Promissory Note dated August 26, 2002; a Business Loan Agreement dated August 26, 2002; an Assignment of Deposit Account dated August 26, 2002, all of which have been signed by the Defendant
4. This judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
5. The following assignment(s) of the instrument has been made since its execution and delivery: None.
6. There has been no prior exercise of the warrant of attorney to confess judgment, contained int his instrument, in any jurisdiction.

7. The Defendants have defaulted in the performance of the Promissory Note and Credit Line Addendum in that:

(A) the Defendants have failed and/or refused to reduce the debt to zero upon demand;

8. The amount due and payable on the instrument is as follows:

Principal	\$24,841.62
Interest through June 20, 2003	460.43
Late Fees	25.00
Attorneys Commission	<u>7,455.00</u>
Total	\$32,782.05

Plus interest from June 20, 2003 at the rate of 460.43 per diem per day.

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H. John Drayer, Esquire
Attorney for Plaintiff

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF CLARION

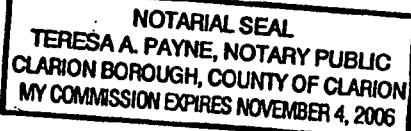
Before me, the undersigned authority, appeared H. John Drayer, Esquire, who being duly sworn according to law, deposes and says that he is authorized to make this Affidavit, that he is familiar with the facts averred in the foregoing Complaint and that they are true and correct.



H. John Drayer, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me this
2nd day of July, 2003.

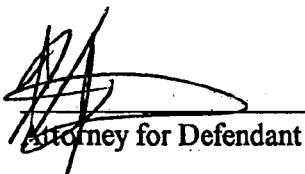
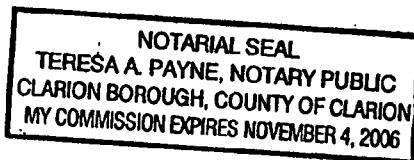

Teresa A. Payne
Notary Public



CONFESSON OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney (a. The original of which is attached) (b. 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 for the sum of Thirty Two Thousand Seven Hundred Eighty Two Dollars and Five Cents (\$32,782.05), including Attorney's commission, with costs of suit, release of errors, without stay of execution and waiving inquisition and exemption.

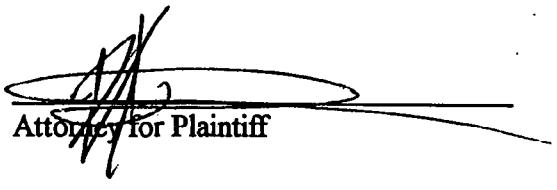
With interest from June 20, 2003, at the rate of \$460.43 per diem per day.


Attorney for Defendant

I hereby certify that the precise residence address of the Plaintiff is Main Street, P.O. Box D, Brockway, Pennsylvania 15824, and the last know address of the Defendant is 649 Fairfield Beach Road, Fairfield, Connecticut, 06430.

July 2, 2003

Date


Attorney for Plaintiff

Statement in Assumpsit and Confession of Judgment

Debt \$ _____

Attorneys Commission \$ _____

Interest from _____

Paid By _____ \$ _____

Filed and judgment entered thereon the
____ day of _____, 2003.

Prothonotary

Attorney for Plaintiff

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

S & T
Plaintiff(s)

No.: 2003-01175-CD

Real Debt: \$32,782.05

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Master Carrier, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Transferred Judgment

Date of Entry: August 14, 2003

Expires: August 14, 2008

Certified from the record this 14th 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

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

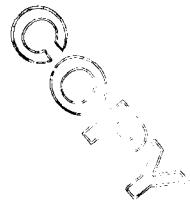
CIVIL DIVISION

S & T

Vs.

No. 2003-01175-CD

Master Carrier, Inc.



To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$32,782.05 on the August 14, 2003.

William A. Shaw
Prothonotary

William A. Shaw