

03-1493-CD
NATIONAL CITY BANK OF PENNSYLVANIA vs. GLOBAL VILLAGE, LLC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

NO. 2003-1493-CV

vs.

GLOBAL VILLAGE, LLC,

COMPLAINT IN CONFESSION
OF JUDGMENT

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

Kenneth C. Thiess, Esquire
PA ID #28083
National City Bank of
Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

FILED

OCT 06 2003 *EW*
m/11/03

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE TO DEF.

STATEMENT TO ATTY

CERT TO DEF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF	:	CIVIL DIVISION
PENNSYLVANIA,	:	
Plaintiff,	:	NO. <u>2003-1493-C</u>
vs.	:	
GLOBAL VILLAGE, LLC,	:	
Defendant.	:	

COMPLAINT IN CONFESSION OF JUDGMENT

AND NOW COMES National City Bank of Pennsylvania by and through its attorney, Kenneth C. Thiess, and avers the following in support of its Complaint:

1. National City Bank of Pennsylvania ("Bank") has a place of business at National City Center, 20 Stanwix Street, Pittsburgh, PA 15222.
2. Global Village, LLC ("Borrower") has a last known mailing address of Rt. 879, Box 40, Shawville, PA 16873.
3. Borrower's obligation and indebtedness due National City is evidenced by a U.S. Small Business Administration Note dated August 12, 2002 ("Note"), pursuant to which the Borrower promised to pay to the Bank the principal amount of ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00), together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. By letter dated August 25, 2003, the Bank advised the Borrower that an event of default had occurred under the Note as a result of Borrower's failure to pay the

indebtedness evidenced by the Note when and as such payments were due. Additionally, by way of that same letter, the Bank demanded payment in full of the indebtedness evidenced by the Note. A true and correct copy of the August 25, 2003 letter is attached hereto as Exhibit "B" and incorporated herein.

5. Under the terms of the Note, the Borrower authorized the Bank to enter judgment by confession against it.

6. There has been no assignment, release or transfer of the Note.

7. Judgment has not been entered on the Note in any jurisdiction for the same debt specified herein.

8. The amount presently due National City under the Note is as follows:

Principal.....	\$172,896.53
Interest through September 18, 2003	9,952.35
(interest accruing thereafter at a rate of	
\$32.42 <u>per diem</u> which is based on a rate that	
is 2.75% above the Bank's Prime Rate)	
Late Charges.....	653.20
Prepayment Penalties.....	(To be added)
Costs.....	(To be added)
Attorney's Fees (10%).....	18,350.20
 TOTAL	 \$201,852.28

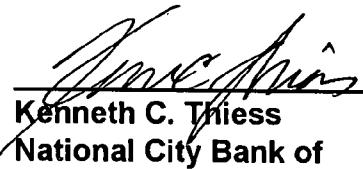
9. The total amount due to the Bank under the Note as of September 18, 2003 is TWO HUNDRED ONE THOUSAND EIGHT HUNDRED FIFTY TWO AND 28/100 DOLLARS (\$201,852.28), plus interest thereafter, late charges, fees, costs, prepayment penalties and attorney fees.

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

11. The underlying transaction is a commercial transaction.

WHEREFORE, the Bank, as authorized by the provisions contained in the Note, demands judgment in its favor and against the Borrower in the amount of TWO HUNDRED ONE THOUSAND EIGHT HUNDRED FIFTY TWO AND 28/100 DOLLARS (\$201,852.28), plus interest from September 18, 2003, late charges, costs, prepayment penalties and attorney fees.

Respectfully submitted,


Kenneth C. Triess
National City Bank of
Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

U.S. Small Business Administration

NOTE

SBA Loan #	PLP 550 072 4009
SBA Loan Name	Global Village, LLC
Date	<i>August 12, 2002</i>
Loan Amount	\$175,000.00
Interest Rate	7.5% (Variable Rate + 2.75%, adjusted annually)
Borrower	Global Village, LLC
Operating Company	
Lender	National City Bank of Pennsylvania

PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of **One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000.00)**, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

“Collateral” means any property taken as security for payment of this Note or any guarantee of this Note.

“Guarantor” means each person or entity that signs a guarantee of payment of this Note.

“Loan” means the loan evidenced by this Note.

“Loan Documents” means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

“SBA” means the Small Business Administration, an Agency of the United States of America.

Exhibit "A"

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

THE INTEREST RATE ON THIS NOTE WILL FLUCTUATE. THE INITIAL INTEREST RATE IS 7.5% PER YEAR. THIS INITIAL INTEREST RATE IS THE PRIME RATE ON THE DATE SBA RECEIVED THE LOAN APPLICATION, PLUS 2.75%. THE INITIAL RATE MUST REMAIN IN EFFECT UNTIL THE FIRST CHANGE PERIOD BEGINS.

BORROWER MUST PAY PRINCIPAL AND INTEREST PAYMENTS OF \$1,633.17 EVERY MONTH, BEGINNING ONE MONTH FROM THE MONTH THIS NOTE IS DATED; PAYMENTS MUST BE MADE ON THE 15th CALENDAR DAY IN THE MONTHS THEY ARE DUE.

LENDER WILL APPLY EACH INSTALLMENT PAYMENT FIRST TO PAY INTEREST ACCRUED TO THE DAY LENDER RECEIVES THE PAYMENT, THEN TO BRING PRINCIPAL CURRENT, THEN TO PAY ANY LATE FEES, AND WILL APPLY ANY REMAINING BALANCE TO REDUCE PRINCIPAL.

THE INTEREST RATE WILL BE ADJUSTED ANNUALLY (THE "CHANGE PERIOD").

THE "PRIME RATE" IS THE PRIME RATE IN EFFECT ON THE FIRST BUSINESS DAY OF THE MONTH IN WHICH AN INTEREST RATE CHANGE OCCURS, AS PUBLISHED IN THE WALL STREET JOURNAL ON THE NEXT BUSINESS DAY.

THE ADJUSTED INTEREST RATE WILL BE 2.75% ABOVE THE PRIME RATE. LENDER WILL ADJUST THE INTEREST RATE ON THE FIRST CALENDAR DAY OF EACH CHANGE PERIOD. THE CHANGE IN INTEREST RATE IS EFFECTIVE ON THAT DAY WHETHER OR NOT LENDER GIVES BORROWER NOTICE OF THE CHANGE. THE INITIAL INTEREST RATE MUST REMAIN IN EFFECT UNTIL THE FIRST CHANGE PERIOD BEGINS.

LENDER MUST ADJUST THE PAYMENT AMOUNT AT LEAST ANNUALLY AS NEEDED TO AMORTIZE PRINCIPAL OVER THE REMAINING TERM OF THE NOTE.

IF SBA PURCHASES THE GUARANTEED PORTION OF THE UNPAID PRINCIPAL BALANCE, THE INTEREST RATE BECOMES FIXED AT THE RATE IN EFFECT AT THE TIME OF THE EARLIEST UNCURED PAYMENT DEFAULT. IF THERE IS NO UNCURED PAYMENT DEFAULT, THE RATE BECOMES FIXED AT THE RATE IN EFFECT AT THE TIME OF PURCHASE.

ALL REMAINING PRINCIPAL AND ACCRUED INTEREST IS DUE AND PAYABLE 15 YEARS FROM THE DATE OF NOTE.

LATE CHARGE: IF A PAYMENT ON THIS NOTE IS MORE THAN 10 DAYS LATE, LENDER MAY CHARGE BORROWER A LATE FEE UP TO 5% OF THE UNPAID PORTION OF THE REGULARLY SCHEDULED PAYMENT.

Computed on 360 actual days elapsed

Loan Prepayment:

Notwithstanding any provision of this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice.
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days interest from the date Lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b, above.

If Borrower does not prepay with 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Additional payment charges apply.

When in any one of the first three years from the date of initial disbursement, Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee as follows:

- A. DURING THE FIRST YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 5 % OF THE PREPAYMENT AMOUNT;
- B. DURING THE SECOND YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 3% OF THE PREPAYMENT AMOUNT; AND
- C. DURING THE THIRD YEAR AFTER THE DATE ON WHICH THE LOAN IS FIRST DISBURSED, 1% OF THE PREPAYMENT AMOUNT.

If the Borrower shall be in default in payment due on the indebtedness therein and the Small Business Administration (SBA) purchases its guaranteed portion of said indebtedness, the rate of interest on both the guaranteed and the unguaranteed portion therein shall become fixed at the rate in effect as of the initial date of default. If the undersigned shall not be in default in payment of interest and/or principal, the interest rate on the guaranteed and the unguaranteed portion therein shall be fixed at the rate in effect as of the date of purchase by SBA.

4 DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;

- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any

other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;

- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations.

Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

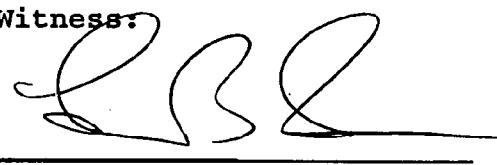
10. STATE-SPECIFIC PROVISIONS:

THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS NOTE, AT ANY TERM, FOR THE FULL OR TOTAL AMOUNT OF THIS NOTE, TOGETHER WITH ALL "INDEBTEDNESS" PROVIDED FOR THEREIN, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10%) PERCENT FOR COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON AND EXECUTION HEREON, AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

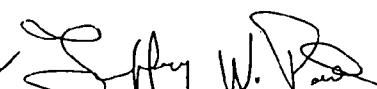
11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Witness:



Global Village, LLC

BY 
Jeffery W. Porter, Member/Manager

BY 
Christine H. Porter, Member/Manager



National City Bank of Pennsylvania
Managed Assets Department
116 Allegheny Center Mall
Pittsburgh, PA 15212-5356
Fax (412) 442-0581

August 25, 2003

**Via First Class Mail and
Certified Mail; Return Receipt Requested**

Global Village, LLC
c/o 4111 Ansonville Road
New Millport, PA 16861

Re: Notice of Defaults and Demand for Payment

To whom it may concern:

Reference is made to that certain U.S. Small Business Administration Note dated August 12, 2002 in the original principal amount of \$175,000.00 executed by Global Village, LLC ("Borrower") (as the same may have been amended, extended, supplemented or modified from time to time, the "Note"). The Note, together with all agreements, documents, financing statements, mortgages, or instruments executed, delivered or issued in connection therewith, if any, as the same may have been amended, extended, supplemented or modified from time to time are collectively referred to in this letter as the "Loan Documents".

This letter is to advise Borrower that a default has occurred under the Loan Documents as a result of among, other defaults: failure to pay under the terms of the Loan Documents. Notice is hereby given that all of the obligations and indebtedness due under the Loan Documents are immediately due and payable and demand for payment in full is hereby made.

As of August 22, 2002, the debt due under the Note and the Loan Documents totals \$182,545.15. This debt consists of principal of \$172,896.53, accrued and unpaid interest of \$9,077.07, and late charges of \$571.55, plus accruing interest, late fees, costs and expenses, including, without limitation, the Bank's attorneys' fees and any prepayment fee that may be due under the applicable Loan Documents. Interest may now accrue at a default rate of interest, if so stated in the Note.

Payment in full is to be made by cashier's check, wire transfer or other immediately available funds so as to be received by the Bank by 3:00 p.m. on or before Friday, September 5, 2003. Payment should be directed to

National City Bank of Pennsylvania
116 Allegheny Center, Loc#04-161
Pittsburgh, Pennsylvania 15212
Attention: Quent Szymansky
Vice President

Exhibit "B"

This letter will confirm that the Bank has made no agreement or commitment to amend, supplement or modify the Note and any of the Loan Documents in any respect or otherwise and the Bank hereby specifically confirms that it makes no such commitment and specifically advises that no action or inaction should be taken or omitted by Borrower or any guarantor or other obligor evidenced by the Note and any of the Loan Documents based upon any understanding that such a commitment exists or any expectation that any such commitment will be made in the future. Any action or failure to act, any acceptance of any payment or any negotiation by the Bank with Borrower or any guarantor or other obligor concerning this letter, the Note or any of the Loan Documents is not, and shall not be construed to be, a de-acceleration of any such obligations or a modification, alteration, release, limitation, waiver or cure of any default, breach, right, remedy, power or privilege of the Bank under the Note or any of the Loan Documents except to the extent expressly provided in a written agreement signed by the Bank.

The Bank expressly reserves all rights, remedies, powers and privileges it has or may have under the Note or any of the Loan Documents, any agreement, document, instrument, applicable law or equity.

If you have any questions with respect to the foregoing, please call me at 412.442.0495.

Very truly yours,


Quentin R. Szymansky
Vice President
Managed Assets

AFFIDAVIT

**COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:**

I, Quent Szymansky, Vice President of National City Bank of Pennsylvania, Plaintiff in the above-captioned action and a person authorized to make this affidavit on behalf of the Plaintiff, hereby certify that: the Note and Demand Letter attached hereto as Exhibits "A" and "B" are true and correct copies of the originals; the averments contained in the foregoing Complaint are true and correct to the best of my knowledge and information; and the Defendant is not in the military service of the United States of America nor any state or territory thereof or its allies as described in the Soldiers and Sailors Relief Act of 1940, as amended.

I verify that the statements made in this Complaint and Affidavit 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.


Quent Szymansky
Vice President

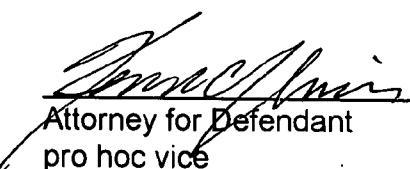
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF : CIVIL DIVISION
PENNSYLVANIA, :
Plaintiff, : NO. _____
vs. :
GLOBAL VILLAGE, LLC, :
Defendant. :
:

CONFESSON OF JUDGMENT

Pursuant to the authority contained in the provisions of the Note, a copy of which is attached to the Complaint as Exhibit "A", I appear for the Defendant and confess judgment in favor of the Plaintiff and against the Defendant as follows, with additional interest, late charges, fees, prepayment penalties and attorneys' fees to be added:

Principal	\$172,896.53
Interest through September 18, 2003	9,952.35
(interest accruing thereafter at a rate of \$32.42 <u>per diem</u> which is based on a rate that is 2.75% above the Bank's Prime Rate)	
Late Charges.....	653.20
Prepayment Penalties.....	(To be added)
Costs.....	(To be added)
Attorney's Fees (10%).....	18,350.20
 TOTAL	 \$201,852.28



Attorney for Defendant
pro hoc vice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF PENNSYLVANIA, : CIVIL DIVISION

Plaintiff, : **NO.**

vs.

GLOBAL VILLAGE, LLC,

Defendant.

NOTICE OF JUDGMENT

**TO: Global Village, LLC
Rt. 879, Box 40
Shawville, PA 16873**

You are hereby notified that a judgment was entered in the above-captioned proceeding on _____.

The judgment was computed as follows with additional interest, costs, prepayment penalties and attorney's fees to be added:

Principal	\$172,896.53
Interest through September 18, 2003	9,952.35
(interest accruing thereafter at a rate of \$32.42 per diem which is based on a rate that is 2.75% above the Bank's Prime Rate)	
Late Charges.....	653.20
Prepayment Penalties.....	(To be added)
Costs.....	(To be added)
Attorney's Fees (10%).....	18,350.20
TOTAL	\$201,852.28

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF : CIVIL DIVISION
PENNSYLVANIA, :
Plaintiff, : NO. _____
vs. :
GLOBAL VILLAGE, LLC, :
Defendant. :
:

TO: Global Village, LLC
Rt. 879, Box 40
Shawville, PA 16873

ACT 105 OF 2000 NOTICE

A JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT FOR \$201,952.28 IN THE ABOVE COURT. THE JUDGMENT WAS COMPUTED AS FOLLOWS WITH ADDITIONAL INTEREST, COSTS, PREPAYMENT PENALTIES AND ATTORNEY'S FEES TO BE ADDED:

Principal	\$172,896.53
Interest through September 18, 2003	9,952.35
(interest accruing thereafter at a rate of \$32.42 <u>per diem</u> which is based on a rate that is 2.75% above the Bank's Prime Rate)	
Late Charges.....	653.20
Prepayment Penalties.....	(To be added)
Costs.....	(To be added)
Attorney's Fees (10%).....	18,350.20
 TOTAL	 \$201,852.28

PURSUANT TO 42 PA. C.S.A. §2737.1, IF A JUDGMENT WAS ENTERED AGAINST YOU BECAUSE YOU WERE INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT IN CONFESSION OF JUDGMENT, YOU WILL BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY TAKE ACTION TO STRIKE THE JUDGMENT BY FOLLOWING THE PROCEDURE IN RULE 2959 OF THE PENNSYLVANIA RULES OF CIVIL PROCEDURE WHICH IS AS FOLLOWS:

Pennsylvania Rule of Civil Procedure 2959

(a)(1) Relief from a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

- (i) in support of a further request for a stay of execution where the court has not stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and
- (ii) as provided by Pennsylvania Rule of Civil Procedure 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440.

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If

evidence is produced which a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceeding to strike off or open the judgment are pending.

THE ABOVE RULE 2959 OF THE PENNSYLVANIA RULES OF CIVIL PROCEDURE ALSO PROVIDES THE PROCEDURE TO OPEN A JUDGMENT ENTERED BY CONFESSION OF JUDGMENT, WHICH MAY ALSO APPLY TO YOU.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF : CIVIL DIVISION
PENNSYLVANIA, :
Plaintiff, : NO. 2003-1493-C9
vs. :
GLOBAL VILLAGE, LLC, :
Defendant. :
:

NOTICE OF JUDGMENT

TO: Global Village, LLC
Rt. 879, Box 40
Shawville, PA 16873

You are hereby notified that a judgment was entered in the above-captioned proceeding on Oct. 6, 2003.

The judgment was computed as follows with additional interest, costs, prepayment penalties and attorney's fees to be added:

Principal.....	\$172,896.53
Interest through September 18, 2003	9,952.35
(interest accruing thereafter at a rate of \$32.42 per diem which is based on a rate that is 2.75% above the Bank's Prime Rate)	
Late Charges.....	653.20
Prepayment Penalties.....	(To be added)
Costs.....	(To be added)
Attorney's Fees (10%).....	18,350.20
 TOTAL	 \$201,852.28



Deputy

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

National City Bank of Pennsylvania
Plaintiff(s)

No.: 2003-01493-CD

Real Debt: \$201852.28

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Global Village, LLC
Defendant(s)

Entry: \$20.00

Instrument: Complaint in Confession of
Judgment

Date of Entry: October 6, 2003

Expires: October 6, 2008

Certified from the record this October 6, 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

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

Plaintiff,

NO. 2003-1493-CD

vs.

GLOBAL VILLAGE, LLC,

AFFIDAVIT OF SERVICE

Defendant.

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

Kenneth C. Thiess
PA I.D. #28083

National City Bank of
Pennsylvania
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

FILED

NOV 03 2003

William A. Shaw
Prothonotary/Clerk of Courts

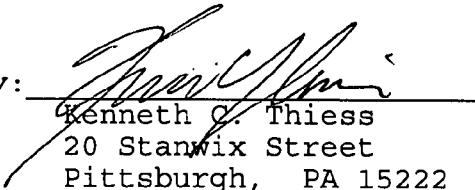
AFFIDAVIT OF SERVICE

I, Kenneth C. Thiess, Counsel for Plaintiff, being duly sworn according to law depose and make the following Affidavit regarding service of Plaintiff's Notice Under Rule 2958.1 of Judgment and Execution Thereon ("Notice") in this matter upon the Defendant.

1. Pursuant to PA R.C.P. 403, the undersigned served the Defendant with a true and correct copy of Plaintiff's Notice by restricted mail on October 18, 2003 at RT 879, Box 40, Shawville, PA 16873 and on October 20, 2003 at 4111 Ansonville Road, New Millport, PA 16861. True and correct copies of U.S. Postal Form 3811 are attached hereto as Exhibit "A".

I verify that the facts contained in this Affidavit are true and correct based on my personal knowledge, information and belief.

National City Bank of
Pennsylvania

By: 

Kenneth C. Thiess
20 Stanwix Street
Pittsburgh, PA 15222
(412) 644-8797

Sworn to and subscribed
before me this 19th
day of October, 2003.

Mary Catherine Macurak

Notarial Seal
Mary Catherine Macurak, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Oct. 27, 2005

Member, Pennsylvania Association Of Notaries

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:

Global Village LLC
4111 Ansonville Rd
New Milford Pa
16861

2. Article Number:

(Transfer from service label)

7001 1140 0000 4204 2312

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1640

COMPLETE THIS SECTION ON DELIVERY

A. Signature:

X: *Moony*
 Agent
 Addressee

B. Received by (Printed Name):

Moony Ja Kim

C. Date of Delivery:

10/20/01

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

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:

Global Village LLC
Rt 879, Box 40
Shrewsbury Pa
16873

2. Article Number:

(Transfer from service label)

7001 1140 0000 4204 2305

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1640

COMPLETE THIS SECTION ON DELIVERY

A. Signature:

X: *Sue Kim*
 Agent
 Addressee

B. Received by (Printed Name):

Sue Kim

C. Date of Delivery:

10/18

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

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

) CIVIL DIVISION
) NO. 03-1493-CF

) TYPE OF PLEADING:

) Partial Release of Judgment

) FILED ON BEHALF OF:

National City Bank of Pennsylvania

) COUNSEL OF RECORD FOR THIS
) PARTY:

) John B. Joyce, Esquire
) Pa. I.D. #68242

) GRENNEN & BIRSM, P.C.
) One Gateway Center, 9th Flcor
) Pittsburgh, PA 15222
) (412) 281-7650

)

FILED No cc
of 10/07/01
AUG 22 2001 Atty Smith
P.D.

William A. Shaw
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO. 03-1493-CF

Plaintiff,

vs.

GLOBAL VILLAGE, LLC,

Defendant.

Partial Release of Judgment

Plaintiff entered a judgment lien in the above-captioned matter against Defendant on October 6, 2003 in the amount of \$201,852.28 in the Court of Common Pleas of Clearfield County at Case No. 03-1493-CF ("Judgment"). For valuable consideration, the receipt of which is hereby acknowledged, Plaintiff releases the Judgment only from the below listed parcel of real estate:

Parcel #115-M6-33.2

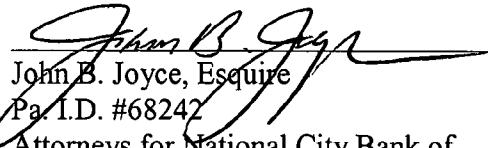
This is a Partial Release of the Judgment and only intends to release the Judgment from the real property more particularly described above.

In Witness Whereof, the undersigned has hereunto set its hand and seal this 29th day of

July, 2007.

GRENEN & BIRSCIC, P.C.

BY:


John B. Joyce, Esquire

Pa. I.D. #68242

Attorneys for National City Bank of
Pennsylvania
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before me

this 24th day of July, 2007.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Joanne M. Wehner, Notary Public

City of Pittsburgh, Allegheny County

My Commission Expires June 19, 2009

Member, Pennsylvania Association of Notaries