

03-1658-CD
MARIE A. BERLIN vs. ELAINE M. BOWMAN

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

MARIE A. BELIN,	:	
	Plaintiff	:
		:
vs.		No. 03-1658-C.D.
		:
ELAINE M. BOWMAN,	:	
	Defendant	:

**PRAECIPE TO ENTER
JUDGMENT**

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

NOV 05 2003

William A. Shaw
Prothonotary

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

MARIE A. BELIN,
Plaintiffs,

*
*
* NO. 93 -CD

vs.

*
*
*

ELAINE M. BOWMAN,
Defendant.

PRAECIPE TO ENTER JUDGMENT

TO: WILLIAM A. SHAW, PROTHONTOARY

Please enter judgment in the amount of THIRTY THOUSAND AND NO/100
(\$30,000.00) DOLLARS together with interest at the rate of six (6%) percent per
annum effective October 1, 1999, pursuant to the attached Judgment Note executed
October 1, 1999, by the Defendant.



Attorney for Plaintiff

N O T E

\$30,000.00

Clearfield, Pennsylvania

October 1, 1999

1. One Hundred Eighty (180) months after date, for value received, Elaine M. Bowman, of 108 NW Third Avenue, Clearfield, Clearfield County, Pennsylvania, hereinafter called "Maker," promises to pay to the order of Marie M. Belin, of 203 SW Third Avenue, Clearfield, Clearfield County, Pennsylvania, hereinafter called "Payee," the principal sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, together with interest at the rate of six (6%) percent per annum until maturity. Interest is payable in monthly installments of TWO HUNDRED FIFTY-THREE AND 16/100 (\$263.16) on the first day of each month, beginning on November 1, 1999, with said payments made to Payee at 203 SW Third Avenue, Clearfield, Pennsylvania, or some other location designated by Payee.

Any unpaid balance of this Note may be paid by Maker at any time, without any penalty, and any unearned finance charge will be refunded.

2. All indebtedness provided for in this Note shall become due and payable immediately, without demand or notice, on the occurrence of any of the following:

(a) Default in payment of interest when due or performance of this Note or any other obligation of Maker to Payee; specifically, (1) failure to make payment of principal in full at expiration of five (5) year period; (2) attachment or lien by Cotter and Company of or against any of the notes owned by Payee but held by Cotter and Company as security for purchases by Maker due to nonpayment by Maker for said purchases as set forth in Paragraph 3 of the Addendum to the aforesaid Option Agreement; and

(b) The insolvency of Maker;

(c) An assignment for the benefit of Maker's creditors;

(d) The voluntary or involuntary application for, or appointment of, a receiver for Maker;

(e) The filing of a voluntary or involuntary petition by or on behalf of Maker under any of the provisions of the federal bankruptcy laws.

(f) A bulk sale of Maker's business assets or notice of Maker's intent to do so;

(g) Suspension or liquidation of Maker's business.

3. Maker agrees to pay all actual expenditures incurred by Payee in any attempt to collect any amount due under this Note, including all costs of legal action and reasonable attorney's fees as set forth in Paragraph 9.

4. No extension of time for payment granted by Payee of all or any part of the amount owing on this Note at any time shall affect the liability of the Maker, or of any surety, accommodation party, guarantor, or endorser of this Note. Acceptance by Payee of any installment after any default shall not operate to extend the time of payment of any amount then remaining unpaid or constitute a waiver of any of the other rights of Payee under this Note. No delay by Payee in exercising any power or right shall operate as a waiver of any power or right. No single or partial exercise of the power or right shall preclude other or further exercise of the power or right, or the exercise of any other power or right. The waiver of any default or grounds for acceleration by Payee shall not operate as a waiver of any subsequent default or grounds for acceleration, or of any power or right that Payee may have under the terms of this Note.

5. The Maker and all sureties, guarantors, and endorsers severally waive demand and presentment for payments, notice of dishonor, notice of protest, and protest of this Note.

6. No waiver or modification of the terms of this Note shall be valid unless in writing, signed by Maker and Payee. Any modification shall be valid only to the extent set forth in writing.

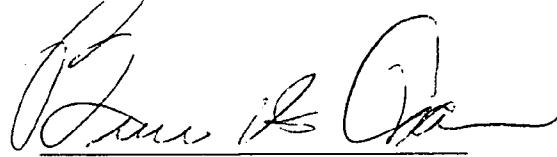
7. Each party, including the Maker and any endorser, surety, accommodation party, or guarantor waives all right to trial by jury in any action or proceeding instituted in respect to this Note.

8. This Note shall be construed under the laws of the Commonwealth of Pennsylvania, including the Uniform Commercial Code, as enacted and in force in the Commonwealth of Pennsylvania.

9. The Maker of this Note authorizes any attorney at law to appear before the prothonotary of any court of record of the Commonwealth of Pennsylvania or in any state in the United States at any time after this Note becomes due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess judgment in favor of the legal holder against any Maker and endorser, for the amount of principal and interest then appearing due on the Note, together with costs of suit, together with an attorney's commission of fifteen (15%) percent on the said principal sum, and to release all errors and waive all right of appeal.

WARNING—BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME OR IF YOU BREACH ANY OF THE CONDITIONS SET FORTH IN THIS NOTE, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR FAILURE TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

WITNESS:



Elaine M. Bowman

Elaine M. Bowman, Maker

COMMONWEALTH OF PENNSYLVANIA

)

ss.:

COUNTY OF CLEARFIELD

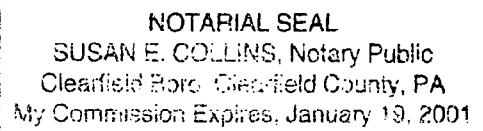
)

On this, the 21st day of Oct, 1999, before me, the undersigned officer, personally appeared ELAINE M. BOWMAN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan E. Collins
Notary Public

My Commission Expires:



Defendant's last known
address:

Elaine M. Bowman
108 ~~108~~ Third Avenue
Clearfield, PA 16830

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

FILED

2:54
bmf

NOV 05 2003

William A. Shaw
Prothonotary

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

MARIE M. BELIN,
Plaintiff

*
*
* NO. 03 -CD

vs.

*
*
*

ELAINE M. BOWMAN,
Defendant.

NOTICE

PURSUANT TO RULE 236, PLEASE BE ADVISED THAT A JUDGMENT
IN THE AMOUNT OF THIRTY THOUSAND AND NO/100 (\$30,000.00)
DOLLARS, TOGETHER WITH INTEREST AT THE RATE OF SIX (6) PERCENT
PER ANNUM, EFFECTIVE OCTOBER 1, 1999, HAS BEEN ENTERED AGAINST
YOU IN THE ABOVE MATTER.

William A. Shaw, Prothonotary

Dated: _____, 2003

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

Marie A. Belin
Plaintiff(s)

No.: 2003-01658-CD

Real Debt: \$30,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Elaine M. Bowman
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: November 5, 2003

Expires: November 5, 2008]

Certified from the record this 5th day of November, 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
STATEMENT OF JUDGMENT

Marie A. Belin
Plaintiff(s)

No.: 2003-01658-CD

Real Debt: \$30,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Elaine M. Bowman
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: November 5, 2003

Expires: November 5, 2008]

Certified from the record this 5th day of November, 2003



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on FEBRUARY 24, 2005, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.


Plaintiff/Attorney

FILED

FEB 25 2005

073301
William A. Shaw
Prothonotary/Clerk of Courts

FILED
FEB 25 2005
William A. Snel
Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2003-01658-CD

Marie A. Belin

Debt: \$30,000.00

Vs.

Atty's Comm.:

Elaine M. Bowman

Interest From:

Cost: \$20.00

NOW, Friday, February 25, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 25th day of February, A.D. 2005.

Prothonotary