

04-235-CD  
COUNTY NATIONAL BANK vs. TRU-DIE AND TOOL, INC. OF DUBOIS, et al

County Nat. Bank vs Tru Die and Tool et al  
2004-235-CD

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

County National Bank  
Plaintiff(s)

No.: 2004-00235-CD

Real Debt: \$40,921.64

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tru-Die and Tool, Inc. of DuBois  
Mark T. Aiello  
David J. Aiello  
Sylvia Aiello  
Defendant(s)

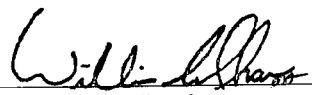
Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: February 18, 2004

Expires: February 18, 2009

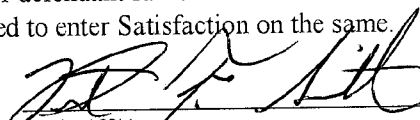
Certified from the record this 18th day of February, 2004

  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on April 5, 2004, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

  
Plaintiff/Attorney

FILED

APR 15 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED pff pd 700

04/13/2004 No Certificate  
APR 15 2004 Requested

William A. Shaw  
Prothonotary/Clerk of Court

2-11-12

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

COUNTY NATIONAL BANK

VS.

TRU-DIE and TOOL, INC. of DUBOIS al

COMPLAINT TO CONFESS JUDGMENT

Sheriff Docket #

15200

04-235-CD

**SHERIFF RETURNS**

NOW FEBRUARY 25, 2004 AT 8:35 AM SERVED THE WITHIN COMPLAINT TON CONFESS JUDGMENT ON SYLVIA AIELLO, DEFENDANT AT EMPLOYMENT, 317 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SYLVIA AIELLO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO CONFESS JUDGMENT AND MADE KNOWN TO HER THE CONTENT THEREOF.  
SERVED BY: MCCLEARY

NOW FEBRUARY 25, 2004 AT 8:35 AM SERVED THE WITHIN COMPLAINT TO CONFESS JUDGMENT ON DAVID J. AIELLO, DEFENDANT AT EMPLOYMENT, 317 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SYLVIA AIELLO, WIFE/CO-OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO CONFESS JUDGMENT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY

NOW FEBRUARY 25, 2004 AT 8:35 AM SERVED THE WITHIN COMPLAINT TON CONFESS JUDGMENT ON TRU-DIE and TOOL, INC. of DUBOIS, DEFENDANT AT EMPLOYMENT, 317 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SYLVIA AIELLO, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO CONFESS JUDGMENT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY

NOW FEBRUARY 19, 2004, THOMAS KONTES, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT TO CONFESS JUDGMENT ON MARK T. AIELLO, DEFENDANT.

NOW MARCH 4, 2004 SERVED THE WITHIN COMPLAINT TO CONFESS JUDGMENT ON MARK T. AIELLO, DEFENDANT BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

**Return Costs**

Cost	Description
60.90	SHERIFF HAWKINS PAID BY: PLFF CK# 246122
40.00	SURCHARGE PAID BY: PLFF. CK# 246123
22.20	ELK CO. SHFF. PAID BY: PLFF CK# 246143

**FILED**

012:14301 E  
MAY 03 2004 H

William A. Shaw  
Prothonotary/Clerk of Courts


Sworn to Before Me This

3<sup>rd</sup> Day Of May 2004

  
WILLIAM A. SHAW

Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

County National Bank

vs.

Tru-Die and Tool, Inc. of DuBois, Mark T.  
Aiello, David J. Aiello and Sylvia AielloIN THE COURT OF COMMON PLEAS  
OF ELK COUNTY

No. 04-235

STATE OF PENNSYLVANIA  
COUNTY OF ELK

Earl C. Pontious, Deputy Sheriff, being duly sworn according to law, deposes and says, that he served Mark T. Aiello of 114 1/2 N. Broad St., Apt. A, Ridgway, Elk County, PA at the Elk County Sheriff's Office, Elk County Courthouse, Ridgway, Elk County, PA by handing to him a true and attested copy of the original Complaint to Confess Judgment and made known to him the contents thereof on March 4, 2004 at 9:10 A.M.

Elk County Sheriff's Costs - \$22.20 PAID

So Answers:

Sworn to and subscribed before me this 12<sup>th</sup>

day of March A.D. 2004

Candace J. Fry

Prothonotary  
My Commission Expires  
January 7, 2008

Thomas C. Korte

Sheriff

Earl C. Pontious

Deputy



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 15200

COUNTY NATIONAL BANK

VS

TRU-DIE and TOOL, INC. of DUBOIS

TERM & NO. 04-235-CD

DOCUMENT TO BE SERVED:

COMPLAINT TO CONFESS JUDGMENT

SERVE BY: 03/19/2004

**MAKE REFUND PAYABLE TO:** COUNTY NATIONAL BANK

**SERVE:** MARK T. AIELLO

**ADDRESS:** N. BROAD ST., RIDGWAY, PA. 15853

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of  
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF  
ELK COUNTY, Pennsylvania to execute this writ. This  
Deputation being made at the request and risk of the Plaintiff this 19th Day of  
FEBRUARY 2004

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

TRU-DIE and TOOL, INC. of DUBOIS,  
MARK T. AIELLO,  
DAVID J. AIELLO and SYLVIA AIELLO,  
Defendants

No. 2004- 235-CD

Type of Case:  
**CIVIL**

Type of Pleading:  
**COMPLAINT TO CONFESS  
JUDGMENT**

Filed on Behalf of:  
**PLAINTIFF**

Attorney for this party:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
P.O. Box 130  
30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

FEB 18 2004

William A. Shaw  
Clerk

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2003- -CD

TRU-DIE and TOOL, INC. of DUBOIS,  
MARK T. AIELLO,  
DAVID J. AIELLO and SYLVIA AIELLO,  
Defendants

***COMPLAINT TO CONFESS JUDGMENT***

COMES NOW, COUNTY NATIONAL BANK, by its attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 2952 pleads:

1. The name of the Plaintiff is **COUNTY NATIONAL BANK**, a national banking institution, with its principal office at One South Second Street, Clearfield, Pennsylvania, 16830.

2. The name of the Defendant is **TRU-DIE and TOOL, INC. of DUBOIS**, located at 317 Aspen Way, DuBois, Clearfield County, Pennsylvania 15801.

3. The name of the second Defendant is **MARK T. AIELLO**, whose last known address is N. Broad Street, Ridgway, Pa 15853.

4. The names of the third Defendants are **DAVID J. AIELLO and SYLVIA AIELLO**, husband and wife, whose last known address is 1115 Treasure Lake, DuBois, PA 15801-9027.

5. Defendants executed a Commercial Promissory Note in favor of Plaintiff by instrument dated February 2, 2000 for a total of \$84,400 to be repaid in monthly installments of \$1,352.74 bearing interest rate of 8.75% per annum on or before February 3, 2007 to County National Bank. A true and correct copy of said Note is attached hereto and incorporated herein by reference as Exhibit A.



6. This debt was further secured by two personal Guaranty and Suretyship Agreements from the second, third and fourth Defendants MARK T. AIELLO, DAVID J. AIELLO and SYLVIA AIELLO to CNB. A true and correct copy of the Guaranty and Suretyship Agreements which they executed on February 2, 2000 in conjunction with this debt are attached hereto and incorporated by reference as Exhibit B and C.

7. This loan was secured with a lien on the Defendants' personal property supplemented by an Addendum for the following equipment.

1. Topper TMC-400 APC
2. Sharp SH-1224 Grinder
3. Sharp SG 820-3A Grinder

A true and correct copy of said Addendum is attached hereto and incorporated herein by reference as Exhibit D.

8. Judgment is not entered by this Confession against natural persons in connection with a consumer credit transaction. Rather, this debt involves a commercial loan.

9. Plaintiff has not assigned this commercial note.

10. No judgment has been entered in any jurisdiction on this commercial note.

11. Since October 24, 2003, the Defendants have failed to make the full monthly payments due of \$1,352.74, and at no time since then have all monthly payments been made which constitutes a default.

12. After crediting all amounts paid by Defendants to Plaintiff in reduction of this loan, there is a total past due of \$4,858.22 as of January 29, 2004.

13. Demand has been made upon the Defendants to make said payments to Plaintiff and correct its default, but it has failed to do so.

14. The Commercial Promissory Note expressly provides that Plaintiff can collect its attorney fees and court costs as part of its judgment.

15. The exact amounts due under said loan and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of January 29, 2004, are as follows:


a)	Balance	\$ 38,908.68
b)	Late Charge	\$ 800.00
c)	Interest Due to 01/29/04	\$ 1,212.96
d)	Interest accruing after 01/29/04 at \$9.4569708 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	
f)	Attorney's fees	\$ _____

PRELIMINARY TOTAL	\$ 40,921.64
<b>FINAL TOTAL</b>	<b>\$</b>

WHEREFORE, Plaintiff demands judgment against Defendants in the amounts specified in paragraph 15 above and as authorized by the warrant permitting Confession of Judgment contained in the Commercial Promissory Note attached hereto as Exhibit A.

Respectfully submitted,

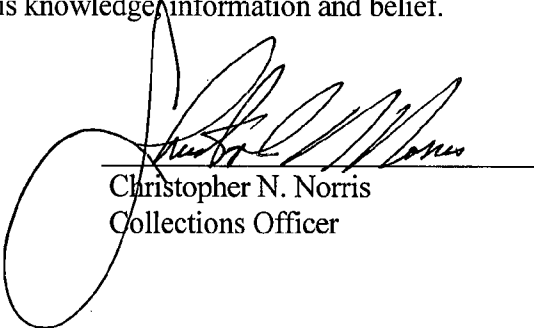
Dated: 2/10/04

  
Peter F. Smith  
Attorney for Plaintiff


AFFIDAVIT

STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

CHRISTOPHER N. NORRIS, being duly sworn according to law, deposes and says that he is a Collections Officer for COUNTY NATIONAL BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint to Confess Judgment are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
Christopher N. Norris  
Collections Officer

SWORN TO AND SUBSCRIBED  
before me this 11<sup>th</sup> day of  
February, 2004.

  
\_\_\_\_\_  
Notary Public

NOTARIAL SEAL  
PATRICIA A. LONDON, NOTARY PUBLIC  
CLEARFIELD BORO., CLEARFIELD CO.  
MY COMMISSION EXPIRES JULY 12, 2004

GUARANTY AND SURETYSHIP AGREEMENT  
(With Power to Confess Judgment)

1. To induce County National Bank, a banking association headquartered at 1 South Second Street, Clearfield, PA (hereinafter called "Bank"), to make, renew, extend, modify or continue a loan or any other indebtedness or financial accommodation in the amount of 84,400.00 to (name, address) Tru Die and Tool Inc  
of DuBois 317 Aspen Way DuBois, Pa. 15801  
(hereinafter called "Borrower") and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Undersigned does hereby unconditionally guarantee and become surety for, the prompt and punctual payment when due, whether by acceleration or otherwise, of the principal of, interest (at the contract rate before and after judgment) on, and all other sums payable in connection with, all loans, indebtedness, financial accommodations and obligations of Borrower to Bank, regardless of form or purpose, whether as maker, drawer, endorser, acceptor, guarantor, surety, accommodation party or otherwise whatsoever, due or to become due, direct or contingent, whether sole, joint, joint and several, or with any other person or persons, and whether now existing, or contemporaneously or hereafter arising or contracted, together with any extensions, renewals or modifications thereof (hereinafter the "Obligations"). The term "Obligations" also includes amounts advanced by Bank pursuant to requests for advances made on behalf of Borrower, even if at the time of any such advance Borrower has been dissolved, liquidated or its existence has been terminated, by operation of law or otherwise, if Bank does not have actual knowledge of such termination of existence prior to making the advance. In the event any part of the Obligations are paid by Borrower and because of any bankruptcy or other laws relating to creditor rights, Bank repays any amount to Borrower or to any trustee, receiver, creditor or otherwise, then the amount so repaid shall again become part of the Obligations, the repayment of which the undersigned is guarantor and surety.

2. Bank shall not be required, as a condition of the liability of the Undersigned, to make any demand upon or pursue any of its rights against Borrower, or make any demand upon or to pursue any rights which may be available to Bank with respect to any other person, including the Borrower, who may be liable for the payment of the Obligations.

3. The Undersigned hereby waives any notice of the incurring by Borrower of any additional Obligations to Bank. The Undersigned also waives presentment and notice of default with respect to any evidence of indebtedness of Borrower to Bank and, until Bank shall have been paid in full, any right the Undersigned might otherwise have to subrogation or the marshalling of Borrower's assets.

4. The Undersigned hereby waives presentment for payment, notice of nonpayment, demand and protest, and declares that this instrument of guaranty and suretyship is absolute and unconditional and agrees that the Undersigned shall not be released or discharged from the Undersigned's Obligations hereunder by any release or discharge of, or accord and satisfaction with any person, by any renewal or modification or extension of time of payment, compromise, indulgence, variation of terms, substitution or release of collateral, acceptance of partial payment, or by any other matter or thing whatsoever whereby the Undersigned as unconditional and absolute guarantor and surety would or might be released or discharged, and the Undersigned does hereby waive any and all defenses to the enforcement of this Guaranty and Suretyship Agreement including that any change or modification or execution of new documents by the Borrower constitutes a novation. The liability of the Undersigned shall apply without regard to the genuineness, validity, regularity, or enforceability of the Obligations.

5. In the event Borrower shall at any time fail to pay Bank, when the same shall be due, the principal of, interest on, or other sums payable in conjunction with, the Obligations, the Undersigned promises to pay such amount to Bank immediately.

6. This Guaranty and Suretyship Agreement shall continue in force in any event for so long as Borrower shall be indebted to Bank, and thereafter until Bank shall have actually received written notice of the termination hereof from the Undersigned, it being contemplated that Borrower may borrow, repay, and subsequently borrow money from, or become indebted to, Bank from time to time, and the Undersigned, not having given notice of the termination hereof, shall be deemed to have permitted this Guaranty and Suretyship Agreement to remain in full force and effect for the purpose of inducing Bank to make or permit further Obligations. Notwithstanding such notice of termination the Undersigned shall continue to be liable under this agreement of guaranty and suretyship for all Obligations then existing and any advances thereafter which Bank is contractually obliged to make to Borrower. Notice of termination received from any of the Undersigned, if there be more than one, shall not serve as notice of termination by any other of the Undersigned.

7. If for any reason whatsoever Bank shall have been paid all or any portion of the Obligations and thereafter Bank shall be required to return or disgorge any such payment, then the liability of the Undersigned shall renew and continue as if such payment had never been received by Bank, notwithstanding any cancellation or return to the Undersigned or Borrower of this Guaranty and Suretyship Agreement or any notes or other documents with respect to the Obligations.

8. Bank specifically may, without notice to the Undersigned and without prejudice to this Guaranty and Suretyship Agreement, release and discharge from liability to it any of the Undersigned, if the Undersigned be more than one, or any other endorser of, guarantor of, or surety for, the Obligations, any of the Undersigned not so discharged agreeing to remain bound hereby notwithstanding such release or discharge.

9. The Undersigned agrees that the Obligations, and any security therefor, shall be senior and prior to any claim or indebtedness of Borrower to the Undersigned, whether now existing or hereafter arising, including any rights of the Undersigned against the Borrower arising hereunder. In the event of insolvency of or liquidation of Borrower by whatever means, any amounts which would be paid to the Undersigned shall be paid to Bank to be applied against the Obligations until the Obligations are paid in full. The Undersigned hereby assigns to Bank all claims against the indebtedness of Borrower to the Undersigned and agrees that upon the request of Bank any and all evidences of file financing statements and other materials regarding the perfection of the Undersigned's claims against the Borrower and proofs of claim respecting the claims of the Undersigned against the Borrower.

10. No postponement or delay on the part of Bank in the enforcement of any right hereunder shall constitute a waiver of such right nor of any other right.

11. No invalidity, irregularity, or unenforceability of all or any part of the Obligations shall affect, impair or be a defense to this Guaranty and Suretyship Agreement.

12. The Undersigned represents and warrants that the Undersigned has not and will not, without the prior written consent of Bank, sell, lease, assign, encumber, transfer, or otherwise dispose of all or substantially all of the assets of the Undersigned.

13. Upon Bank's request and from time to time the Undersigned will provide to Bank financial and credit information regarding the Undersigned in form acceptable to Bank.

14. The Undersigned further grants and gives to Bank the right of set-off and a lien and contractual, possessory security interest for the amount of all of the aforesaid Obligations and this Guaranty and Suretyship Agreement, upon and in any property, credits, securities or monies of the Undersigned which may at any time be delivered to, or be in the possession of, or owed by, Bank in any capacity whatsoever, including the balance of any deposit account maintained by the Undersigned with Bank including without limitation all accounts held jointly by the Undersigned with another party and all accounts the Undersigned may open in the future, excluding however all IRA, Keough, and trust accounts; and authorizes Bank, at any time and from time to time, to apply, at the discretion of Bank, to the payment of any of the Obligations and any Obligations of the Undersigned to Bank, or any part thereof or interest due thereon or costs with respect thereto, any and all monies, credits, claims or deposit balances now or hereafter in the possession of Bank belonging to or owed to the Undersigned. Said lien and security interest shall be independent of and in addition to any other right of setoff or any other security which Bank may have.

15. This Guaranty and Suretyship Agreement shall remain fully enforceable regardless of any defenses or counterclaims that the Borrower may assert on the Obligations, including but not limited to failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, insolvency, infancy, statute of limitation, laches, duress, bad faith, lender liability, accord and satisfaction, or usury.

16. The Undersigned hereby authorizes Bank to sell, transfer, or assign this Guaranty and Suretyship Agreement to any person, in whole or in part, in Bank's sole discretion.

17. Bank has made no representations to the Undersigned of any sort, including but not limited to any representation regarding the creditworthiness or financial condition of the Borrower or any action the Bank may or may not take to enforce the Obligations or to enforce any of Bank's rights against the Borrower, and the Undersigned agrees that Bank shall have no duty whatsoever to the Undersigned to provide information to the Undersigned regarding the affairs of the Borrower or any action the Bank may or may not take to enforce the Obligations or to enforce any of Bank's rights against the Borrower. The Undersigned represent to Bank that the Undersigned have been afforded the opportunity to make such investigation of the affairs of Borrower as they saw fit.

18. The "Undersigned" as used herein shall mean each and every person or entity who has signed this Guaranty and Suretyship Agreement, and all the foregoing promises, duties, and Obligations, including without limitation the foregoing warrant of attorney to confess judgment, are the joint and several promises and Obligations of the Undersigned when more than one, shall bind the Undersigned and the Undersigned's heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Bank, its successors and assigns. If any one or more of the Undersigned or the Borrower be corporations or partnerships, the Undersigned shall not require the Bank to inquire into the powers of the Undersigned to undertake its promises and duties hereunder or that of the agents of the Undersigned, and Bank may rely upon the professed exercise of such powers of the Borrower, the Undersigned, or agents of the Undersigned.

19. This Guaranty and Suretyship Agreement has been delivered to Bank and accepted by Bank in the Commonwealth of Pennsylvania. If litigation should arise regarding this Guaranty and Suretyship Agreement, the Undersigned agree upon Bank's request to submit to the jurisdiction of the courts of Clearfield County.

Pennsylvania and the United States District Court for the Western District of Pennsylvania. This Guaranty and Suretyship Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Undersigned hereby agrees to voluntarily and knowingly waive the right to a jury trial if so requested by Bank.

20. If a court of competent jurisdiction finds any provision of this Guaranty and Suretyship Agreement to be invalid as to any person or circumstance, such finding shall not render such provision invalid or unenforceable as to any other person or circumstance, and all other provisions of this Guaranty and Suretyship Agreement shall remain valid and enforceable.

21. All notices required to be given under this Guaranty and Suretyship Agreement shall be in writing and shall be effective when actually received by Bank or, if notice to the Undersigned, when deposited in the first-class mail, postage prepaid, addressed to any of the Undersigned at the address shown herein or any other address reflected in Bank's records or designated by the Undersigned.

22. This Guaranty and Suretyship Agreement constitutes the entire agreement by the Undersigned and supersedes all previous agreements and negotiations, written or oral, respecting the Obligations of the Undersigned set forth herein. It has no conditions of any sort, including execution by any other party, except as and if set forth herein.

23. Authorization of Judgments by Confession.

24. The death of any or all of the Undersigned shall be considered a default of Borrower's Obligations to Bank and Bank may immediately demand payment on all Borrower's Obligations from the Undersigned's estate.

The Undersigned and each of them if more than one jointly and severally do hereby further authorize and empowers any attorney of any court of record within the United States of America to appear for the Undersigned or any one or more of them, and, with or without complaint filed, confess judgment against the Undersigned or any one or more of them in favor of Bank, or its successors and assigns, for the unpaid balance or balances of any such indebtedness or Obligations, together with interest at the contract rate before and after judgment, of Borrower to Bank, if not paid when due, whether by acceleration or otherwise, with costs of suit and attorney's commission of fifteen percent (15%) or \$300.00, whichever is greater, for collection, with release of errors, without stay of execution or right of appeal, waiving all laws exempting real or personal property from execution, and no benefit of exemption will be claimed under and by virtue of any exemption law now in force or which may hereafter be passed. No single exercise of the foregoing power to confess judgment shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be valid, voidable or void, but the power shall continue undiminished and it may be exercised from time to time as often as Bank, its successors and assigns, shall elect until such time as Bank, its successors and assigns, shall have received payment in full of the Obligations, together with interest thereon and costs.

The Undersigned specifically acknowledges, understands and agrees that the Undersigned have waived due process rights and that without further notice or hearing the Undersigned may have its property seized and disposed of to satisfy the Obligations.

Mark T. Aiello President  
MARK T. Aiello Pres

The power to confess judgment provided for herein shall not extend to any Obligation which is defined as "consumer credit" by Federal Reserve Board Regulation Z, 12 C.F.R. 1226 et seq. unless such Obligation is exempt from the application of that regulation.

The Undersigned hereby acknowledge receipt of a copy of this Guaranty and Suretyship Agreement.

WITNESS the due execution and sealing hereof with the intent of being legally bound this 2 day of Feb, 1992.

Witness:

[Signature]

Mark T. Aiello (SEAL)

ADDRESS

Witness:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

ADDRESS

GUARANTY AND SURETYSHIP AGREEMENT  
(With Power to Confess Judgment)

1. To induce County National Bank, a banking association headquartered at 1 South Second Street, Clearfield, PA (hereinafter called "Bank"), to make, renew, extend, modify or continue a loan or any other indebtedness or financial accommodation in the amount of 84,400.00 to (name, address) Iru Die and Tool Inc  
at DuBois 317 Aspen Way DuBois, Pa 15801  
(hereinafter called "Borrower") and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Undersigned does hereby unconditionally guarantee and become surety for, the prompt and punctual payment when due, whether by acceleration or otherwise, of the principal of, interest (at the contract rate before and after judgment) on, and all other sums payable in connection with, all loans, indebtedness, financial accommodations and obligations of Borrower to Bank, regardless of form or purpose, whether as maker, drawer, endorser, acceptor, guarantor, surety, accommodation party or otherwise whatsoever, due or to become due, direct or contingent, whether sole, joint, joint and several, or with any other person or persons, and whether now existing, or contemporaneously or hereafter arising or contracted, together with any extensions, renewals or modifications thereof (hereinafter the "Obligations"). The term "Obligations" also includes amounts advanced by Bank pursuant to requests for advances made on behalf of Borrower, even if at the time of any such advance Borrower has been dissolved, liquidated or its existence has been terminated, by operation of law or otherwise, if Bank does not have actual knowledge of such termination of existence prior to making the advance. In the event any part of the Obligations are paid by Borrower and because of any bankruptcy or other laws relating to creditor rights, Bank repays any amount to Borrower or to any trustee, receiver, creditor or otherwise, then the amount so repaid shall again become part of the Obligations, the repayment of which the undersigned is guarantor and surety.

2. Bank shall not be required, as a condition of the liability of the Undersigned, to make any demand upon or pursue any of its rights against Borrower, or make any demand upon or to pursue any rights which may be available to Bank with respect to any other person, including the Borrower, who may be liable for the payment of the Obligations.

3. The Undersigned hereby waives any notice of the incurring by Borrower of any additional Obligations to Bank. The Undersigned also waives presentment and notice of default with respect to any evidence of indebtedness of Borrower to Bank and, until Bank shall have been paid in full, any right the Undersigned might otherwise have to subrogation or the marshalling of Borrower's assets.

4. The Undersigned hereby waives presentment for payment, notice of nonpayment, demand and protest, and declares that this instrument of guaranty and suretyship is absolute and unconditional and agrees that the Undersigned shall not be released or discharged from the Undersigned's Obligations hereunder by any release or discharge of, or accord and satisfaction with any person, by any renewal or modification or extension of time of payment, compromise, indulgence, variation of terms, substitution or release of collateral, acceptance of partial payment, or by any other matter or thing whatsoever whereby the Undersigned as unconditional and absolute guarantor and surety would or might be released or discharged, and the Undersigned does hereby waive any and all defenses to the enforcement of this Guaranty and Suretyship Agreement including that any change or modification or execution of new documents by the Borrower constitutes a novation. The liability of the Undersigned shall apply without regard to the genuineness, validity, regularity, or enforceability of the Obligations.

5. In the event Borrower shall at any time fail to pay Bank, when the same shall be due, the principal of, interest on, or other sums payable in conjunction with, the Obligations, the Undersigned promises to pay such amount to Bank immediately.

6. This Guaranty and Suretyship Agreement shall continue in force in any event for so long as Borrower shall be indebted to Bank, and thereafter until Bank shall have actually received written notice of the termination hereof from the Undersigned, it being contemplated that Borrower may borrow, repay, and subsequently borrow money from, or become indebted to, Bank from time to time, and the Undersigned, not having given notice of the termination hereof, shall be deemed to have permitted this Guaranty and Suretyship Agreement to remain in full force and effect for the purpose of inducing Bank to make or permit further Obligations. Notwithstanding such notice of termination the Undersigned shall continue to be liable under this agreement of guaranty and suretyship for all Obligations then existing and any advances thereafter which Bank is contractually obliged to make to Borrower. Notice of termination received from any of the Undersigned, if there be more than one, shall not serve as notice of termination by any other of the Undersigned.

7. If for any reason whatsoever Bank shall have been paid all or any portion of the Obligations and thereafter Bank shall be required to return or disgorge any such payment, then the liability of the Undersigned shall renew and continue as if such payment had never been received by Bank, notwithstanding any cancellation or return to the Undersigned or Borrower of this Guaranty and Suretyship Agreement or any notes or other documents with respect to the Obligations.

8. Bank specifically may, without notice to the Undersigned and without prejudice to this Guaranty and Suretyship Agreement, release and discharge from liability to it any of the Undersigned, if the Undersigned be more than one, or any other endorser of, guarantor of, or surety for, the Obligations, any of the Undersigned not so discharged agreeing to remain bound hereby notwithstanding such release or discharge.

9. The Undersigned agrees that the Obligations, and any security therefor, shall be senior and prior to any claim or indebtedness of Borrower to the Undersigned, whether now existing or hereafter arising, including any rights of the Undersigned against the Borrower arising hereunder. In the event of insolvency of or liquidation of Borrower by whatever means, any amounts which would be paid to the Undersigned shall be paid to Bank to be applied against the Obligations until the Obligations are paid in full. The Undersigned hereby assigns to Bank all claims against the indebtedness of Borrower to the Undersigned and agrees that upon the request of Bank any and all evidences of file financing statements and other materials regarding the perfection of the Undersigned's claims against the Borrower and proofs of claim respecting the claims of the Undersigned against the Borrower.

10. No postponement or delay on the part of Bank in the enforcement of any right hereunder shall constitute a waiver of such right nor of any other right.

11. No invalidity, irregularity, or unenforceability of all or any part of the Obligations shall affect, impair or be a defense to this Guaranty and Suretyship Agreement.

12. The Undersigned represents and warrants that the Undersigned has not and will not, without the prior written consent of Bank, sell, lease, assign, encumber, transfer, or otherwise dispose of all or substantially all of the assets of the Undersigned.

13. Upon Bank's request and from time to time the Undersigned will provide to Bank financial and credit information regarding the Undersigned in form acceptable to Bank.

14. The Undersigned further grants and gives to Bank the right of set-off and a lien and contractual, possessory security interest for the amount of all of the aforesaid Obligations and this Guaranty and Suretyship Agreement, upon and in any property, credits, securities or monies of the Undersigned which may at any time be delivered to, or be in the possession of, or owed by, Bank in any capacity whatsoever, including the balance of any deposit account maintained by the Undersigned with Bank including without limitation all accounts held jointly by the Undersigned with another party and all accounts the Undersigned may open in the future, excluding however all IRA, Keough, and trust accounts; and authorizes Bank, at any time and from time to time, to apply, at the discretion of Bank, to the payment of any of the Obligations and any Obligations of the Undersigned to Bank, or any part thereof or interest due thereon or costs with respect thereto, any and all monies, credits, claims or deposit balances now or hereafter in the possession of Bank belonging to or owed to the Undersigned. Said lien and security interest shall be independent of and in addition to any other right of setoff or any other security which Bank may have.

15. This Guaranty and Suretyship Agreement shall remain fully enforceable regardless of any defenses or counterclaims that the Borrower may assert on the Obligations, including but not limited to failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, insolvency, infancy, statute of limitation, laches, duress, bad faith, lender liability, accord and satisfaction, or usury.

16. The Undersigned hereby authorizes Bank to sell, transfer, or assign this Guaranty and Suretyship Agreement to any person, in whole or in part, in Bank's sole discretion.

17. Bank has made no representations to the Undersigned of any sort, including but not limited to any representation regarding the creditworthiness or financial condition of the Borrower or any action the Bank may or may not take to enforce the Obligations or to enforce any of Bank's rights against the Borrower, and the Undersigned agrees that Bank shall have no duty whatsoever to the Undersigned to provide information to the Undersigned regarding the affairs of the Borrower or any action the Bank may or may not take to enforce the Obligations or to enforce any of Bank's rights against the Borrower. The Undersigned represent to Bank that the Undersigned have been afforded the opportunity to make such investigation of the affairs of Borrower as they saw fit.

18. The "Undersigned" as used herein shall mean each and every person or entity who has signed this Guaranty and Suretyship Agreement, and all the foregoing promises, duties, and Obligations, including without limitation the foregoing warrant of attorney to confess judgment, are the joint and several promises and Obligations of the Undersigned when more than one, shall bind the Undersigned and the Undersigned's heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Bank, its successors and assigns. If any one or more of the Undersigned or the Borrower be corporations or partnerships, the Undersigned shall not require the Bank to inquire into the powers of the Undersigned to undertake its promises and duties hereunder or that of the agents of the Undersigned, and Bank may rely upon the professed exercise of such powers of the Borrower, the Undersigned, or agents of the Undersigned.

19. This Guaranty and Suretyship Agreement has been delivered to Bank and accepted by Bank in the Commonwealth of Pennsylvania. If litigation should arise regarding this Guaranty and Suretyship Agreement, the Undersigned agree upon Bank's request to submit to the jurisdiction of the courts of Clearfield County.



Pennsylvania and the United States District Court for the Western District of Pennsylvania. This Guaranty and Suretyship Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Undersigned hereby agrees to voluntarily and knowingly waive the right to a jury trial if so requested by Bank.

20. If a court of competent jurisdiction finds any provision of this Guaranty and Suretyship Agreement to be invalid as to any person or circumstance, such finding shall not render such provision invalid or unenforceable as to any other person or circumstance, and all other provisions of this Guaranty and Suretyship Agreement shall remain valid and enforceable.

21. All notices required to be given under this Guaranty and Suretyship Agreement shall be in writing and shall be effective when actually received by Bank or, if notice to the Undersigned, when deposited in the first-class mail, postage prepaid, addressed to any of the Undersigned at the address shown herein or any other address reflected in Bank's records or designated by the Undersigned.

22. This Guaranty and Suretyship Agreement constitutes the entire agreement by the Undersigned and supersedes all previous agreements and negotiations, written or oral, respecting the Obligations of the Undersigned set forth herein. It has no conditions of any sort, including execution by any other party, except as and if set forth herein.

23. Authorization of Judgments by Confession.

24. The death of any or all of the Undersigned shall be considered a default of Borrower's Obligations to Bank and Bank may immediately demand payment on all Borrower's Obligations from the Undersigned's estate.

The Undersigned and each of them if more than one jointly and severally do hereby further authorize and empowers any attorney of any court of record within the United States of America to appear for the Undersigned or any one or more of them, and, with or without complaint filed, confess judgment against the Undersigned or any one or more of them in favor of Bank, or its successors and assigns, for the unpaid balance or balances of any such indebtedness or Obligations, together with interest at the contract rate before and after judgment, of Borrower to Bank, if not paid when due, whether by acceleration or otherwise, with costs of suit and attorney's commission of fifteen percent (15%) or \$300.00, whichever is greater, for collection, with release of errors, without stay of execution or right of appeal, waiving all laws exempting real or personal property from execution, and no benefit of exemption will be claimed under and by virtue of any exemption law now in force or which may hereafter be passed. No single exercise of the foregoing power to confess judgment shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be valid, voidable or void, but the power shall continue undiminished and it may be exercised from time to time as often as Bank, its successors and assigns, shall elect until such time as Bank, its successors and assigns, shall have received payment in full of the Obligations, together with interest thereon and costs.

The Undersigned specifically acknowledges, understands and agrees that the Undersigned have waived due process rights and that without further notice or hearing the Undersigned may have its property seized and disposed of to satisfy the Obligations.

David Aiello Sylvia Aiello  
David Aiello Sylvia Aiello

The power to confess judgment provided for herein shall not extend to any Obligation which is defined as "consumer credit" by Federal Reserve Board Regulation Z, 12 C.F.R. 1226 et seq. unless such Obligation is exempt from the application of that regulation.

The Undersigned hereby acknowledge receipt of a copy of this Guaranty and Suretyship Agreement.

WITNESS the due execution and sealing hereof with the intent of being legally bound this 2nd day of Feb., 199 2000

Witness:

[Signature]

David Aiello CEO (SEAL)

ADDRESS

Witness:

[Signature]

Sylvia Aiello (SEAL)

ADDRESS

Attached Addendum for Tru-Die Tool, Inc. of DuBois

- 1- Topper TMC-400 APC  
CNC Tapmill Center with APC  
Drilling and Tapping Center

**Description:**

The Topper TMV-400 + APC is a compact, high speed CNC Drilling and tapping center. This machine has features not found on competitive machines at any price. It features a Meehanite cast iron frame and linear slideways for fast, precise movement. The machine is traveling column type design where the worktable is stationary. The APC unit, located in front of the machine, provides easy access and slashes idle time.

The APC is a rotart type pallet changer mounted in front of the machine. It exchanges the fixed tables in only 5 seconds. The rotart pallet uses a hydraulic motor to rotate the pallet and a hydraulic clamping mechanism to clamp the pallet in place for excellent repeatability.

A standard 14 station style automatic tool changer provides fast reliable tool selection. Tool change time is 1.5 seconds tool to tool and 2.8 seconds chip to chip. The standard 8000 or 12000 RPM spindles provide rigid tap speeds up to 4000 RPM.

The 25mm (1") diameter ballscrews are class 3 with a double nut pre-loaded design allowing amazing rapid traverse rate of 1417 inches per minute. The ABS (Absolute Pulse Coder) servo system does not require zero return. The machine can be started snytime from any position, saving non-productive time. A standard screw trype chip conveyor provides efficient chip removal.

The Fanuc OM-C control is standard to provide you with reliable state-of-the-art controllers and the latest in servo and spindle technology.



COUNTY NATIONAL BANK

- 1- Sharp SH-1224 Grinder  
12"X24" Table 13"X28" Travel 14"X 1"X 5" Wheel, 3 HP Motor  
Sharp 3-Axis Automatic Surface Grinders  
Special Package Promotion  
All Machines come standard with the following:  
    Programmable Microprocessor Control  
    Spindle Downfeed W/CRT  
    Electromagnetic Fine Pole Chuck W/Control  
    Dust Collector, Collant System  
    Overhead Parallel Dresser (Manual)  
    Halogen Work Light, Rapid Transverse of Wheel Head  
    Splash Guard, Auto Lube
- 1- Sharp SG 820-3A Grinder  
8"X20" Table, 9.25"X23.6" Travel, 2 HP Motor, with 3rd Axis  
Automatic Downfeed,  
Auto Grinding Cycle, Spark-out, and  
Automatic Return to Zero,  
Transverse and Plunge Grinding  
Auto Cycles Approx. WT 2,640 LBS  
Includes:  
    Turcite Ways  
    Auto Lube System  
    Halogen Worklight  
    Collant System W/Paper Filter  
    Electromagnetic Chuck (Standard Pole)  
    and Control

317 Aspen Way  
Oubats, Pa. 15801

42285-7 #1

2-2-2000

2-3-2007

Loan Amount \$ 84,400.00

Renewal Of N/A

**BORROWER'S NAME AND ADDRESS**  
Includes each borrower above, jointly and severally.

**LENDER'S NAME AND ADDRESS**  
You means the lender, its successors and assigns.

**CNB**  
COUNTY NATIONAL BANK  
CLEARFIELD, PA

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of Eighty Four thousand four hundred dollars \$84,400.00

☒ **Single Advance:** I will receive all of this principal sum on \_\_\_\_\_ No additional advances are contemplated under this note.

☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.

**Conditions:** The conditions for future advances are \_\_\_\_\_

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_

☐ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

**INTEREST:** I agree to pay interest on the outstanding principal balance from Feb 2nd 2000 at the rate of 8.75% per year until Feb 3rd 2007

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be \_\_\_\_\_ the following index rate: \_\_\_\_\_

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as \_\_\_\_\_ A change in the interest rate will take effect \_\_\_\_\_

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ % each.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments: \_\_\_\_\_

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

**ACCURAL METHOD:** Interest will be calculated on a Actual / 360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to 10.75%

☒ **LATE CHARGE:** If a payment is made more than \_\_\_\_\_ days after it is due, I agree to pay a late charge of \$5.00 of the late payment

☐ **RETURNED CHECK CHARGE:** I agree to pay a fee of \$ \_\_\_\_\_ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above:  
UCC Filings State & County

**PAYMENTS:** I agree to pay this note as follows:

☐ Interest: I agree to pay accrued interest \_\_\_\_\_

☐ Principal: I agree to pay the principal \_\_\_\_\_

☒ **Installments:** I agree to pay this note in 84 payments. The first payment will be in the amount of \$ 1352.74 and will be due March 3rd 2000. A payment of \$ 1352.74 will be due on the 3rd day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due Feb 3rd 2007

**PURPOSE:** The purpose of this loan is To purchase equipment

☒ **WARRANT OF AUTHORITY TO CONFESS JUDGMENT.** Upon default, in addition to all other remedies and rights available to you, by signing below Borrower irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

**ADDITIONAL TERMS:**  
See Attached Addendum

**SECURITY INTEREST:** I give you a security interest in all of the Property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the Property), wherever the Property is or may be located, and all proceeds and products from the Property.

☒ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☒ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ **Farm Products:** All farm products including, but not limited to:

(a) all poultry and livestock and their young, along with their products, produce and replacements;

(b) all crops, annual or perennial, and all products of the crops; and

(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:

(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and

(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☐ **The secured property includes, but is not limited by, the following:**

If this agreement covers timber to be cut, minerals (including oil and gas) fixtures or crops growing or to be grown, the description of the real estate is: \_\_\_\_\_

The Property will be used for a ☐ personal ☐ business purpose.

☐ agricultural ☐ \_\_\_\_\_ purpose.

**SIGNATURES: I AGREE TO THE TERMS OF THIS AGREEMENT** (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

David J. Dault

Robert T. Dault

**SIGNATURE FOR LENDER**  
Robert T. Dault

UNIVERSAL NOTE AND SECURITY AGREEMENT  
© 1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UNS-PA 1/2/95

(page 1 of 2)

# ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS** - As used on page 1, "I" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - The law of the state of Pennsylvania will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**PAYMENTS** - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST** - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE** - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

**POST MATURITY RATE** - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the earliest of the following:

- (a) the date of the last scheduled payment indicated on page 1 of this note;
- (b) the date you accelerate payment on the note; or
- (c) after the entry of judgment on this note by confession or otherwise and applies to amounts owed under this note on any such judgment until paid in full.

**SINGLE ADVANCE LOANS** - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS** - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**ADVANCE PROCEDURE AND MEANS** - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree. The advance(s) will occur upon consummation of the loan and as you and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**SET-OFF** - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

- Right to receive money from you means:
- (1) any deposit account balance I have with you;
  - (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
  - (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will not touch my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

## ADDITIONAL TERMS OF THE SECURITY AGREEMENT

**GENERALLY** - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

**OWNERSHIP AND DUTIES TOWARD PROPERTY** - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Proceed ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent; (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

**PURCHASE MONEY SECURITY INTEREST** - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

**PAYMENTS BY LENDER** - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set off.

**DEFAULT** - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES** - If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.
- (6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES** - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER** - I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

**OBLIGATIONS INDEPENDENT** - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any part of this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

**CREDIT INFORMATION** - I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

## INSURANCE

I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

**WARRANTIES AND REPRESENTATIONS** - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retained by myself, I will do so.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

**REMEDIES** - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1. I agree to inform you in writing of any change of my address.

**FILING** - A carbon, photographic or other reproduction of this security agreement or the financing statement covering the Property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not contain my signature, covering the Property secured by this agreement.

Any person who signs within this box does so to give you a security interest in the Property described on page 1. This person does not promise to pay the note. If as used in this security agreement will include the borrower and any person who signs within this box:

Date \_\_\_\_\_

Signed \_\_\_\_\_

**COMMERCIAL PRINTING CO., CLEARFIELD, PA.**

William A. Shaw  
Prothonotary

**PETER F. SMITH**  
ATTORNEY  
30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2004- 235 -CD

TRU-DIE and TOOL, INC. of DUBOIS,  
MARK T. AIELLO,  
DAVID J. AIELLO and SYLVIA AIELLO,  
Defendants


**CONFESSION OF JUDGMENT**

Pursuant to the Warrant of Authority to Confess Judgment contained in the commercial loan agreement sued upon, a copy of which is attached to the Complaint in this action, I appear to Confess Judgment in favor of Plaintiff and against the Defendants as follows:

a)	Balance	\$ 38,908.68
b)	Late Charge	\$ 1,212.96
c)	Interest Due to 01/29/04	\$ 800.00
d)	Interest accruing after 01/29/04 at \$9.4569708 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
PRELIMINARY TOTAL		\$ 40,921.64
FINAL TOTAL		\$ _____

Dated: 2/16/04

**FILED**

  
Peter F. Smith  
Attorney for Plaintiff

FEB 18 2004

William A. Shaw  
Prothonotary

FILED

10:20 AM rec 30.00  
Notice to Clerk & City Clerk  
FEB 18 2004

William A. Shaw  
Prothonotary



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

COUNTY NATIONAL BANK,  
Plaintiff


vs.

No. 2004- *135* -CD

TRU-DIE and TOOL, INC. of DUBOIS,  
MARK T. AIELLO,  
DAVID J. AIELLO and SYLVIA AIELLO,  
Defendants

Notice is given that a judgment has been entered of record in Clearfield County against TRU-DIE and TOOL, INC. of DUBOIS, MARK T. AIELLO, DAVID J. AIELLO and SYLVIA AIELLO and in favor of the Plaintiff in the amount of \$40,921.64, plus interest and costs.

**Prothonotary**

By , Deputy

Rule of Civil Procedure No. 236

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

County National Bank  
Plaintiff(s)

No.: 2004-00235-CD

Real Debt: \$40,921.64

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tru-Die and Tool, Inc. of DuBois  
Mark T. Aiello  
David J. Aiello  
Sylvia Aiello  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: February 18, 2004

Expires: February 18, 2009

Certified from the record this 18th day of February, 2004

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

No. 2004- 235 -CD

TRU-DIE and TOOL, INC. of DUBOIS,  
MARK T. AIELLO,  
DAVID J. AIELLO and SYLVIA AIELLO,  
Defendants

**AFFIDAVIT PURSUANT TO Pa.R.C.P. 2951(a) (2) (ii)**

COMES NOW, CHRISTOPHER N. NORRIS, Collections Officer of County National Bank, who being duly sworn according to law deposes and says:

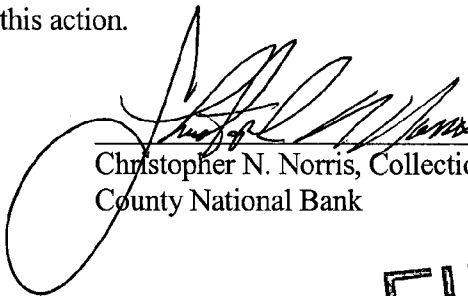
1. My full name is Christopher N. Norris. I am an adult and otherwise competent to execute this Affidavit.

2. I am the Collections Officer of County National Bank with principal office at One South Second Street, Clearfield, Pennsylvania 16830.


3. In my capacity as Collections Officer I am personally familiar with this action and the underlying transaction.

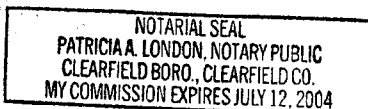
4. The debt at issue in this action is not part of a "consumer credit transaction."

5. Rather, the Defendants incurred this debt for business purposes as is specified in the Commercial Promissory Note and Guaranty and Suretyship Agreements attached to and incorporated in the Complaint filed in this action.

  
Christopher N. Norris, Collections Officer  
County National Bank

SWORN TO AND SUBSCRIBED  
before me this 11th day of  
February, 2004

  
Notary Public



**FILED**  
01/20/04

FEB 18 2004

William A. Shaw  
Prothonotary

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

COUNTY NATIONAL BANK,  
Plaintiff

vs.

TRU-DIE and TOOL, INC. of DUBOIS,  
MARK T. AIELLO,  
DAVID J. AIELLO and SYLVIA AIELLO,  
Defendants

No. 2004-235-CD

**CERTIFICATE OF ADDRESS**

I Peter F. Smith, Attorney for the Plaintiff in the above captioned matter certify that to the best of my knowledge, information and belief, the correct names and addresses of the Plaintiff and Defendants are:

Plaintiff: County National Bank  
P.O. Box 42  
One South Second Street  
Clearfield, PA 16830

Defendants: Tru-Die and Tool, Inc. of DuBois  
317 Aspen Way  
DuBois, PA 15801

Mark T. Aiello  
N. Broad Street  
Ridgway, Pa 15853

David J. Aiello and  
Sylvia Aiello  
1115 Treasure Lake  
DuBois, PA 15801-9027

**FILED**

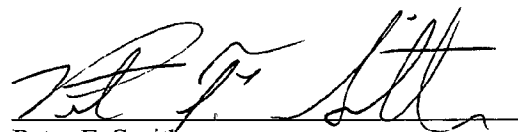
0 10:20 PM NO 06

FEB 18 2004

William A. Shaw  
Prothonotary

Date:

2/10/04

  
Peter F. Smith,  
Attorney for Plaintiff

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

County National Bank  
Plaintiff(s)

No.: 2004-00235-CD

Real Debt: \$40,921.64

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Vs.

Tru-Die and Tool, Inc. of DuBois  
Mark T. Aiello  
David J. Aiello  
Sylvia Aiello  
Defendant(s)

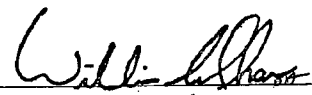
FILED *per \$7.00 Piff*  
*0/3:25Lm*  
JUL 15 2008 *1 Cert of Sat to Piff*  
William A. Shaw  
Prothonotary/Clerk of Courts

Instrument: Confession of Judgment

Date of Entry: February 18, 2004

Expires: February 18, 2009

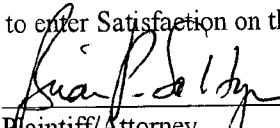
Certified from the record this 18th day of February, 2004

  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on Oct 5, 2004, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

 *Credit Adjuster*  
Plaintiff/Attorney *CNB Bank*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

COPY

County National Bank

No.: 2004-00235-CD

Vs.

Debt: \$40,921.64

Tru-Die and Tool, Inc. of DuBois  
Mark T. Aiello  
David J. Aiello  
Sylvia Aiello


Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Tuesday, July 15, 2008 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 15th day of July, A.D. 2008.

  
Prothonotary