

04-1056-CD
DAVID W AMON, et al vs HARRY SHEPLER, et al

David Amon et al vs Harry Shepler et al
2004-1056-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

DAVID W. AMON,
and SARAH E. AMON,
Plaintiffs

vs.

HARRY SHEPLER
and TRACI SHEPLER,
Defendants

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No. 04- 1056-CD

COMPLAINT IN CONFESSION OF JUDGMENT

1. The Plaintiffs are DAVID W. AMON and SARAH E. AMON, husband and wife, with an address of P.O. Box 9, Shawville, Pennsylvania 16873.

2. The Defendants are HARRY SHEPLER and TRACI SHEPLER, husband and wife, with an address of P.O. Box 163, Luthersburg, Pennsylvania 15848.

3. Attached hereto and made a part hereof is a true and correct copy of a Promissory Note executed by the Defendants containing a Warrant of Attorney to Confess Judgment.

4. Said Promissory Note has not been assigned.

5. Judgment has not been entered on said Promissory Note in any jurisdiction.

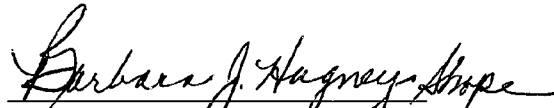
6. The principal balance due on said instrument is \$39,355.81.

7. As authorized in the attached Promissory Note, Plaintiffs demand judgment against the Defendants in the amount of \$39,355.81, plus interest, attorney's fees at fifteen (15%) percent on principal due, and cost of suit.

FILED

JUL 13 2004

William A. Shaw
Prothonotary/Clerk of Courts


Barbara J. Hugney-Shope, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

DAVID W. AMON,
and SARAH E. AMON,
Plaintiffs

vs.

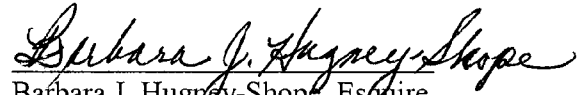
HARRY SHEPLER
and TRACI SHEPLER,
Defendants

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* No. 04- -CD
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CONFESSION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, copy of which is attached to the Complaint filed in this action, I appear for the Defendants and confess judgment in favor of the Plaintiffs and against the Defendants as follows:

Amount owing on note	\$39,355.81
Interest per diem of 3.30 from 5-1-04 to 7-13-04	\$ 141.90
Attorneys fees at	15% on principal due
Costs of Suit	


Barbara J. Hughey-Shope, Esquire
Attorney for Defendants

NOTE

\$44,134.58

Clearfield, Pennsylvania
July 3, 2003

1. Eighty-Four (84) months after date, for value received, HARRY SHEPLER and TRACI SHEPLER, of P. O. Box 163, Luthersburg, Clearfield County, Pennsylvania, 15848 hereinafter called "Maker," promises to pay to the order of DAVID W. AMON and SARAH E. AMON, of P. O. Box 9, Shawville, Clearfield County, Pennsylvania, 16873, hereinafter called "Payees," the principal sum of FORTY-FOUR THOUSAND ONE HUNDRED THIRTY-FOUR and 58/100 (\$44,134.58) DOLLARS, together with interest at the rate of 3.02 percent per annum until maturity at which time Maker agrees to pay in full any remaining balance or with the agreement of Payees or their agent(s), heirs and assigns, have the maturity date extended.. Principal and interest are payable in minimum monthly installments of FIVE HUNDRED EIGHTY-THREE and 56/100 (\$583.56) on the first day of each month, beginning on August 1, 2003, with said payments made by cashier's check or money order, to Payees at P. O. Box 9, Shawville, PA 16873, or at some other address as may be designated by Payees or their agent.

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 principal and interest when due or performance of this Note or any other obligation of Maker to Payees;

(b) The insolvency of Maker;

(c) The death of the Payees. Maker hereby agrees that if he is entitled to a share of Payees; estate that any remaining indebtedness under this Note shall be satisfied as fully as possible from such share and if such share fails to satisfy this indebtedness in full, that Maker shall continue to make payments to the Estate of Payees until paid in full, or otherwise released.

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

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

4. No extension of time for payment granted by Payees of all or any part of the amount owing on this Note at any time shall affect the liability of the Maker. Acceptance by Payees 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 Payees under this Note. No delay by Payees 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 Payees shall not operate as a waiver of any subsequent default or grounds for acceleration, or of any power or right that Payees 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 Payees. 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. Maker agrees to keep Payees, or their agent, heirs and assigns, advised of any change in his address during the term of this Note or any extensions thereof.

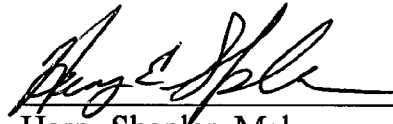
9. This Note shall be construed under the laws of the Commonwealth of Pennsylvania, including the Uniform Commercial Code, as enacted and in force in the Commonwealth of Pennsylvania.

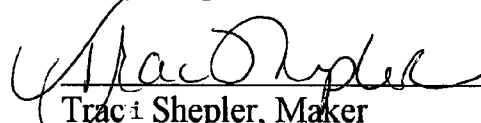
10. The Maker of this Note authorizes any attorney at law to appear before the prothonotary of any court of record of the Commonwealth of Pennsylvania or in any state in the United States at any time after this Note becomes due, whether by

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:


Harry Shepler, Maker


Traci Shepler, Maker

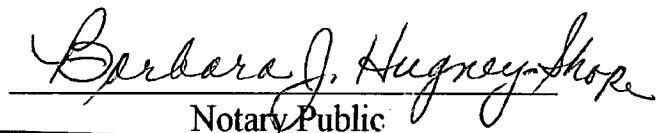
COMMONWEALTH OF PENNSYLVANIA)

ss.:

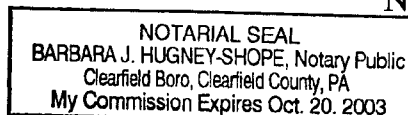
COUNTY OF CLEARFIELD)

On this, the 3rd day of July, 2003, before me, the undersigned officer, personally appeared HARRY SHEPLER and TRACI SHEPLER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they have executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:



June 25, 2003

Loan Amortization Schedule

Page 1

Loan Amount \$44,134.58
 Annual Interest Rate 3.02%
 Number of Payments 84

#	Date	Payment	Interest	Principal	Balance
1	08-01-2003	583.56	111.07	472.49	43,662.09
2	09-01-2003	583.56	109.88	473.68	43,188.41
3	10-01-2003	583.56	108.69	474.87	42,713.54
4	11-01-2003	583.56	107.49	476.07	42,237.47
5	12-01-2003	583.56	106.30	477.26	41,760.21
Totals for 2003			543.43	2,374.37	
6	01-01-2004	583.56	105.09	478.47	41,281.74
7	02-01-2004	583.56	103.89	479.67	40,802.07
8	03-01-2004	583.56	102.68	480.88	40,321.19
9	04-01-2004	583.56	101.47	482.09	39,839.11
10	05-01-2004	583.56	100.26	483.30	39,355.81
11	06-01-2004	583.56	99.04	484.52	38,871.29
12	07-01-2004	583.56	97.82	485.74	38,385.55
13	08-01-2004	583.56	96.60	486.96	37,898.59
14	09-01-2004	583.56	95.38	488.18	37,410.41
15	10-01-2004	583.56	94.15	489.41	36,921.00
16	11-01-2004	583.56	92.92	490.64	36,430.35
17	12-01-2004	583.56	91.68	491.88	35,938.47
Totals for 2004			1,180.99	5,821.73	
18	01-01-2005	583.56	90.44	493.12	35,445.36
19	02-01-2005	583.56	89.20	494.36	34,951.00
20	03-01-2005	583.56	87.96	495.60	34,455.40
21	04-01-2005	583.56	86.71	496.85	33,958.55
22	05-01-2005	583.56	85.46	498.10	33,460.45
23	06-01-2005	583.56	84.21	499.35	32,961.10
24	07-01-2005	583.56	82.95	500.61	32,460.49
25	08-01-2005	583.56	81.69	501.87	31,958.62
26	09-01-2005	583.56	80.43	503.13	31,455.48
27	10-01-2005	583.56	79.16	504.40	30,951.09
28	11-01-2005	583.56	77.89	505.67	30,445.42
29	12-01-2005	583.56	76.62	506.94	29,938.48
Totals for 2005			1,002.72	6,000.00	
30	01-01-2006	583.56	75.34	508.22	29,430.26
31	02-01-2006	583.56	74.06	509.50	28,920.76
32	03-01-2006	583.56	72.78	510.78	28,409.99
33	04-01-2006	583.56	71.50	512.06	27,897.92
34	05-01-2006	583.56	70.21	513.35	27,384.57
35	06-01-2006	583.56	68.92	514.64	26,869.93
36	07-01-2006	583.56	67.62	515.94	26,353.99
37	08-01-2006	583.56	66.32	517.24	25,836.75
38	09-01-2006	583.56	65.02	518.54	25,318.21
39	10-01-2006	583.56	63.72	519.84	24,798.37
40	11-01-2006	583.56	62.41	521.15	24,277.22
41	12-01-2006	583.56	61.10	522.46	23,754.75
Totals for 2006			819.00	6,183.72	

June 25, 2003

Loan Amortization Schedule

Page 2

Loan Amount \$44,134.58
 Annual Interest Rate 3.02%
 Number of Payments 84

#	Date	Payment	Interest	Principal	Balance
42	01-01-2007	583.56	59.78	523.78	23,230.97
43	02-01-2007	583.56	58.46	525.10	22,705.88
44	03-01-2007	583.56	57.14	526.42	22,179.46
45	04-01-2007	583.56	55.82	527.74	21,651.72
46	05-01-2007	583.56	54.49	529.07	21,122.65
47	06-01-2007	583.56	53.16	530.40	20,592.24
48	07-01-2007	583.56	51.82	531.74	20,060.51
49	08-01-2007	583.56	50.48	533.08	19,527.43
50	09-01-2007	583.56	49.14	534.42	18,993.01
51	10-01-2007	583.56	47.80	535.76	18,457.25
52	11-01-2007	583.56	46.45	537.11	17,920.14
53	12-01-2007	583.56	45.10	538.46	17,381.68
Totals for 2007			629.65	6,373.07	
54	01-01-2008	583.56	43.74	539.82	16,841.86
55	02-01-2008	583.56	42.38	541.18	16,300.69
56	03-01-2008	583.56	41.02	542.54	15,758.15
57	04-01-2008	583.56	39.66	543.90	15,214.25
58	05-01-2008	583.56	38.29	545.27	14,668.97
59	06-01-2008	583.56	36.92	546.64	14,122.33
60	07-01-2008	583.56	35.54	548.02	13,574.31
61	08-01-2008	583.56	34.16	549.40	13,024.91
62	09-01-2008	583.56	32.78	550.78	12,474.13
63	10-01-2008	583.56	31.39	552.17	11,921.96
64	11-01-2008	583.56	30.00	553.56	11,368.41
65	12-01-2008	583.56	28.61	554.95	10,813.46
Totals for 2008			434.50	6,568.22	
66	01-01-2009	583.56	27.21	556.35	10,257.11
67	02-01-2009	583.56	25.81	557.75	9,699.36
68	03-01-2009	583.56	24.41	559.15	9,140.21
69	04-01-2009	583.56	23.00	560.56	8,579.65
70	05-01-2009	583.56	21.59	561.97	8,017.69
71	06-01-2009	583.56	20.18	563.38	7,454.30
72	07-01-2009	583.56	18.76	564.80	6,889.50
73	08-01-2009	583.56	17.34	566.22	6,323.28
74	09-01-2009	583.56	15.91	567.65	5,755.63
75	10-01-2009	583.56	14.48	569.08	5,186.56
76	11-01-2009	583.56	13.05	570.51	4,616.05
77	12-01-2009	583.56	11.62	571.94	4,044.11
Totals for 2009			233.37	6,769.35	
78	01-01-2010	583.56	10.18	573.38	3,470.73
79	02-01-2010	583.56	8.73	574.83	2,895.90
80	03-01-2010	583.56	7.29	576.27	2,319.63
81	04-01-2010	583.56	5.84	577.72	1,741.91
82	05-01-2010	583.56	4.38	579.18	1,162.73
83	06-01-2010	583.56	2.93	580.63	582.10

June 25, 2003

Loan Amortization Schedule

Page 3

Loan Amount \$44,134.58
Annual Interest Rate 3.02%
Number of Payments 84

#	Date	Payment	Interest	Principal	Balance
84	07-01-2010	583.56	1.46	582.10	0.00
Totals for 2010			40.81	4,044.11	

June 25, 2003

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9	04-01-2004	583.56	101.47	482.09	39,839.11
10	05-01-2004	583.56	100.26	483.30	39,355.81
11	06-01-2004	583.56	99.04	484.52	38,871.29
12	07-01-2004	583.56	97.82	485.74	38,385.55
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19	02-01-2005	583.56	89.20	494.36	34,951.00
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24	07-01-2005	583.56	82.95	500.61	32,460.49
25	08-01-2005	583.56	81.69	501.87	31,958.62
26	09-01-2005	583.56	80.43	503.13	31,455.48
27	10-01-2005	583.56	79.16	504.40	30,951.09
28	11-01-2005	583.56	77.89	505.67	30,445.42
29	12-01-2005	583.56	76.62	506.94	29,938.48
Totals for 2005			1,002.72	6,000.00	
30	01-01-2006	583.56	75.34	508.22	29,430.26
31	02-01-2006	583.56	74.06	509.50	28,920.76
32	03-01-2006	583.56	72.78	510.78	28,409.99
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35	06-01-2006	583.56	68.92	514.64	26,869.93
36	07-01-2006	583.56	67.62	515.94	26,353.99
37	08-01-2006	583.56	66.32	517.24	25,836.75
38	09-01-2006	583.56	65.02	518.54	25,318.21
39	10-01-2006	583.56	63.72	519.84	24,798.37
40	11-01-2006	583.56	62.41	521.15	24,277.22
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44	03-01-2007	583.56	57.14	526.42	22,179.46
45	04-01-2007	583.56	55.82	527.74	21,651.72
46	05-01-2007	583.56	54.49	529.07	21,122.65
47	06-01-2007	583.56	53.16	530.40	20,592.24
48	07-01-2007	583.56	51.82	531.74	20,060.51
49	08-01-2007	583.56	50.48	533.08	19,527.43
50	09-01-2007	583.56	49.14	534.42	18,993.01
51	10-01-2007	583.56	47.80	535.76	18,457.25
52	11-01-2007	583.56	46.45	537.11	17,920.14
53	12-01-2007	583.56	45.10	538.46	17,381.68
Totals for 2007			629.65	6,373.07	
54	01-01-2008	583.56	43.74	539.82	16,841.86
55	02-01-2008	583.56	42.38	541.18	16,300.69
56	03-01-2008	583.56	41.02	542.54	15,758.15
57	04-01-2008	583.56	39.66	543.90	15,214.25
58	05-01-2008	583.56	38.29	545.27	14,668.97
59	06-01-2008	583.56	36.92	546.64	14,122.33
60	07-01-2008	583.56	35.54	548.02	13,574.31
61	08-01-2008	583.56	34.16	549.40	13,024.91
62	09-01-2008	583.56	32.78	550.78	12,474.13
63	10-01-2008	583.56	31.39	552.17	11,921.96
64	11-01-2008	583.56	30.00	553.56	11,368.41
65	12-01-2008	583.56	28.61	554.95	10,813.46
Totals for 2008			434.50	6,568.22	
66	01-01-2009	583.56	27.21	556.35	10,257.11
67	02-01-2009	583.56	25.81	557.75	9,699.36
68	03-01-2009	583.56	24.41	559.15	9,140.21
69	04-01-2009	583.56	23.00	560.56	8,579.65
70	05-01-2009	583.56	21.59	561.97	8,017.69
71	06-01-2009	583.56	20.18	563.38	7,454.30
72	07-01-2009	583.56	18.76	564.80	6,889.50
73	08-01-2009	583.56	17.34	566.22	6,323.28
74	09-01-2009	583.56	15.91	567.65	5,755.63
75	10-01-2009	583.56	14.48	569.08	5,186.56
76	11-01-2009	583.56	13.05	570.51	4,616.05
77	12-01-2009	583.56	11.62	571.94	4,044.11
Totals for 2009			233.37	6,769.35	
78	01-01-2010	583.56	10.18	573.38	3,470.73
79	02-01-2010	583.56	8.73	574.83	2,895.90
80	03-01-2010	583.56	7.29	576.27	2,319.63
81	04-01-2010	583.56	5.84	577.72	1,741.91
82	05-01-2010	583.56	4.38	579.18	1,162.73
83	06-01-2010	583.56	2.93	580.63	582.10

June 25, 2003

Loan Amortization Schedule

Page 3

Loan Amount \$44,134.58
Annual Interest Rate 3.02%
Number of Payments 84

#	Date	Payment	Interest	Principal	Balance
84	07-01-2010	583.56	1.46	582.10	0.00
Totals for 2010			40.81	4,044.11	

[Signature]

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUL 13 2004

Att'y Shope
pd. 85.00
3 cc Att'y

Notice to def.
Statement to Att'y Shope

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

DAVID W. AMON,
and SARAH E. AMON,
Plaintiffs

vs.

HARRY SHEPLER
and TRACI SHEPLER,
Defendants

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* No. 04- 1056 CD
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NOTICE

PURSUANT TO RULE 236, PLEASE BE ADVISED THAT A JUDGMENT IN THE
AMOUNT OF THIRTY-NINE THOUSAND THREE HUNDRED FIFTY-FIVE AND 81/100
(\$39,355.81) DOLLARS, TOGETHER WITH INTEREST AT THE RATE 3.02 PERCENT PER
ANNUM, ATTORNEY FEES AT 15% EFFECTIVE MAY 1, 2004, HAS BEEN ENTERED
AGAINST YOU IN THE ABOVE MATTER.

WILLIAM A. SHAW, PROTHONOTARY

DATED: July 13, 2004

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

COPY

David W. Amon
Sarah E. Amon
Plaintiff(s)

No.: 2004-01056-CD

Real Debt: \$36,355.81

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Harry Shepler
Traci Shepler
Defendant(s)

Entry: \$85.00

Instrument: Confession of Judgment

Date of Entry: July 13, 2004

Expires: July 13, 2009

Certified from the record this 13th day of July, 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

COPY

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

David W. Amon
Sarah E. Amon
Plaintiff(s)

No.: 2004-01056-CD

Real Debt: \$39,355.81

Atty's Comm:

Vs.

Costs: \$85.00

Int. From:

Harry Shepler
Traci Shepler
Defendant(s)

Entry: \$85.00

Instrument: Confession of Judgment

Date of Entry: July 13, 2004

Expires: July 13, 2009

Certified from the record this 14th day of July, 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