

04-1376-CD
COMMONWEALTH OF PENNSYLVANIA et al. vs. SUN SURETY INSURANCE COMPANIA

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

COMMONWEALTH OF
PENNSYLVANIA for use of the
COUNTY OF CLEARFIELD,
Plaintiff

VS.

SUN SURETY INSURANCE COMPANY,
Defendant

*
*
*
*
* No.: 04-1376-CD
*
*
* Type of Case: Civil
*
*
*
*
* Type of Pleading: Confession of Judgment
*
*
*
* Filed on Behalf of: Plaintiff

* Counsel of Record for this Party:

*
* Kim C. Kesner, Esquire
* Supreme Court I.D. #28307
* 23 North Second Street
* Clearfield, PA 16830

* Other Counsel of Record.

FILED No Charge
d 10/39871 3CC & 1 Statement
SEP 03 2004 to Atty Kesner
William A. Shaw Notice to Def.
Notary/Clerk of Courts Notice to Def.
clo J. Gilliland

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

CONFESSİON OF JUDGMENT

Pursuant to the authority contained in the Bond and Warrant copies of which are annexed hereto of Sun Surety Insurance Company., as surety, for the Defendant, Dylan Lee Burkett, a/k/a Jeffrey R. Betz, such appearing of record in Commonwealth of Pennsylvania vs. Dylan Lee Burkett, a/k/a Jeffrey R. Betz, No. 2002-1081-CRA following this Court's Bail Forfeiture Order dated July 8, 2004, in accordance with Pa. R. Civ. P. Rule 2951(a), I appear for Sun Surety Insurance Company and confess judgment in favor of the Plaintiff and against Defendant, Sun Surety Insurance Company as follows:

Principal Sum (Bond): \$ 5,000.00

Interest at legal rate of 6% per annum
from the date of judgment (to be added) \$

Plaintiff's filing fees and other taxable
costs (to be added) \$

Dick

Kim C. Kesner, Solicitor
Attorney for Clearfield County, Plaintiff

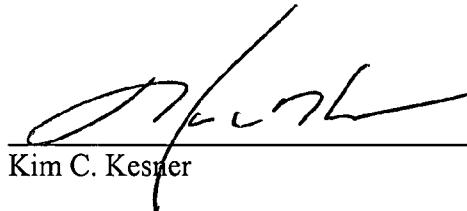
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

COMMONWEALTH OF PENNSYLVANIA *
for use of the COUNTY OF CLEARFIELD, *
Plaintiff *
*
* No.: 04- -CD
vs. *
*
*
*
SUN SURETY INSURANCE COMPANY, *
Defendant *

AFFIDAVIT

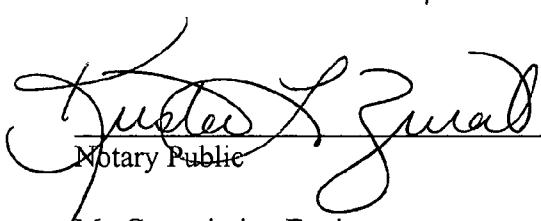
Commonwealth Of Pennsylvania :
: §§.
County Of Clearfield :

Before me the undersigned authority personally appeared, Kim C. Kesner, Solicitor for Clearfield County who deposes and says that the judgment confessed by him for Defendant, Sun Surety Insurance Company is not being entered against a natural person in connection with a consumer credit transaction.

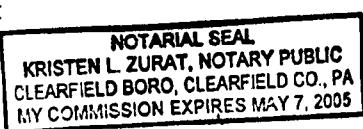


Kim C. Kesner

Sworn to and subscribed before me this 2nd day of September, 2004.



Notary Public
My Commission Expires:



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

COMMONWEALTH OF PENNSYLVANIA *
for use of the COUNTY OF CLEARFIELD, *
Plaintiff *
*
vs. * No.: 04- -CD
*
*
*
*
SUN SURETY INSURANCE COMPANY, *
Defendant *

CERTIFICATE

I hereby certify that the principal place of business of the Plaintiff is Clearfield County Courthouse, 230 East Market Street, Suite 101, Clearfield, PA 16830 and that the address of the Defendant, Sun Surety Insurance Company is c/o Joseph Gilliland, P.O. Box 908, Clearfield, PA 16830 and 21 Main Street, Rapid City, SD 57701.

Date: 9-2-04

Kim C. Kesner, Esquire

SURETY INFORMATION PAGE

OTN C815503-3

DJ No:

Date of Charge(s): 5-21-99

CC No: 2002-1081-CR

DJ Docket No:

Juv. 21-128

Commonwealth vs. (Defendant Name and Address)

NEXT COURT ACTION

Date/ Time/ Location

Jeffrey Raymond Betz
 306 R. S 2nd St Apt 8
 Clearfield, PA 16830

Upon Call

Joe Gilliland

, the undersigned surety, have posted security in the amount

f \$ 5,000.

TYPES OF SECURITY

Cash/Equivalent
 % Cash

Gov't Bearer Bonds
 Surety Bond

Realty w/in Commonwealth
 Realty Outside Commonwealth

FILED

CA
DANOV 04 2002
e/jlWilliam A. Shaw
Prothonotary

I have read this information, and I acknowledge that I, my personal representatives, successors, heirs and assigns are jointly and severally bound with the defendant and any other sureties to pay to the Commonwealth of Pennsylvania the sum of \$ 5,000 —, which is the full amount of the monetary condition of release in the event the bail bond is forfeited.

I understand that when a monetary condition of release is imposed, if the defendant appears at all times required by the court and satisfies all the other conditions set forth in the bail bond, then upon full and final disposition of the case, this bond shall be void. If the defendant fails to appear as required or to comply with the conditions of the bail bond, then this bond shall remain in full force, and the full sum of the monetary condition of release may be forfeited, the defendant's release may be revoked, and a warrant for the defendant's arrest may be issued.

WARRANT OF ATTORNEY: RECOGNIZING THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS, INCLUDING THE RIGHT OF PREJUDGMENT NOTICE AND HEARING, in accordance with the law, I do hereby empower any attorney of any court of record within the Commonwealth of Pennsylvania or elsewhere to appear for me at any time, and with or without declarations filed, and whether or not the defendant be in default, to confess judgment against me, and in favor of the Commonwealth of Pennsylvania for use of the county, and its assigns, during any term or session of a court of record of the county for the full amount of the monetary condition of release set forth on the first page of this bail bond, and costs. I understand that any real estate which I have posted as security in this case may be levied upon to collect the amount confessed. I waive and release any right of inquisition on that real estate, voluntarily condemn it, and authorize the Prothonotary, upon a Writ of Execution, to enter my voluntary condemnation. I also agree that any real estate posted by me in this case may be sold on a Writ of Execution. I hereby forever waive and release any and all errors which may arise in any proceeding to confess judgment in this case, waive all rights of stay of execution, and waive all laws now in force or laws passed in the future which exempt real or personal property from execution.

Since a copy of this bail bond and warrant of attorney is being filed in the defendant's case, it shall not be necessary to file the original as a warrant of attorney, notwithstanding any law or rule of court to the contrary.

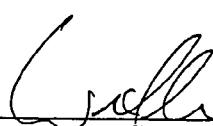
I have read this instrument carefully and know that it is true and correct.


 (Signature of Surety, signed in all bail situations, except ROR)

AB. 28 Clearfield, Pa 16830
 (Address of Surety, Surety Company or Defendant)

(SEAL)

Sworn (affirmed) and subscribed before me
 this 4 day of Nov. 02



(Signature of District Justice)

My commission expires first Monday of January, 2006

Refund of Cash bail (less any bail related fees or commissions allowed by law and reasonable costs, if any, of administering the cash bail program) will be made within 20 days after full and final disposition.

Refund of all other types of bail will be made promptly after 20 days following full and final disposition (Ps.R.Cr.P.4015)

Bring Cash Bail Receipt to Clerk of Courts or Issuing Authority.

BAIL BOND

OTN C 815503-3

DJ No:

Date of Charge(s): 5-21-99

CC No: 2002-1081-CR

DJ Docket No:

JUV. 21-128

Commonwealth vs. (Defendant Name and Address)

Jeffrey Raymond Betz
1306 R. S. 2nd St Apt. 8
Clearfield, PA 16830

NEXT COURT ACTION

Date/ Time/ Location

upon Call

CHARGE(S): Burglary ; Consp. Burglary ; CR. TRESP.; Theft by Unlaw taking;

ADDITIONAL CHARGES MAY EXIST. PLEASE SEE ADDITIONAL CHARGES PAGE. CR. MISCH.

TYPE(S) OF RELEASE:

ROR Unsecured Bail Nonmonetary Condition(s) (see additional page(s))
 Nominal Bail Monetary Condition(s) in the amount of \$ 5,000 -

THE CONDITIONS OF THIS BAIL BOND ARE AS FOLLOWS:

1. The defendant must appear at all times required until full and final disposition of the case.
2. The defendant must obey all further orders of the bail authority.
3. The defendant must give written notice to the bail authority, the clerk of courts, the district attorney, and the court bail agency or other designated court bail officer, of any change of address within 48 hours of the date of the change.
4. The defendant must neither do, nor cause to be done, nor permit to be done on his/her behalf, any act as proscribed by Section 4952 of the Crimes Code (relating to intimidation of witnesses or victims) or by Section 4953 (relating to retaliation against witnesses or victims), 18 Pa.C.S. §§ 4952,4953.
5. The defendant must refrain from criminal activity.

6. No alcohol

TYPES OF SECURITY:

Cash/Equivalent Gov't Bearer Bonds Realty w/in Commonwealth
 % Cash Surety Bond Realty outside Commonwealth

TOTAL AMOUNT BAIL SET (IF ANY): \$ 5,000 - (see sureties page)

CA/DA
FILED

NOV 04 2002

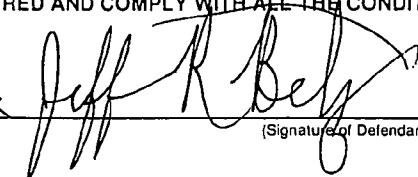
William A. Shaw
Prothonotary

This bond is valid for the entire proceedings and until full and final disposition of the case including all avenues of direct appeal to the Supreme Court of Pennsylvania.

I AGREE THAT I WILL APPEAR AT ALL SUBSEQUENT PROCEEDINGS AS REQUIRED AND COMPLY WITH ALL THE CONDITIONS OF THE BAIL BOND.

THIS BOND SIGNED ON Nov. 4, 2002

at CLEARFIELD, PENNSYLVANIA



(Signature of Defendant)

Signed and acknowledged before me this 4th day of November, 2002


(Clerk of Court or Issuing Authority) (SEAL)

11-4-02

DATE

JUDGE OR ISSUING AUTHORITY

My commission expires first Monday of January, 2002.

PLEASE SEE ATTACHED PAGES FOR ADDITIONAL INFORMATION.

insurance Company

21 Main Street, Rapid City, SD 57701

POWER OF ATTORNEY

POWER AMOUNT \$5,500

IT IS UNLAWFUL TO PRINT THIS FORM WITHOUT WRITTEN CONSENT OF SUN SURETY INSURANCE COMPANY.

KNOW ALL MEN BY THESE PRESENTS that Sun Surety Insurance Company, a corporation duly organized and existing under the laws of the State of South Dakota does constitute and appoint and by these presents does make, constitute and appoint the named agent its true and lawful Attorney-in-fact with full power and authority to sign the Company name and affix its seal to, and deliver on its behalf as surety, a bail bond only. Authority of such Attorney-in-fact is limited to appearance bonds and cannot be construed to guarantee defendant's future lawful conduct, adherence to travel limitations, fees, restitution, payment or penalties or any other conditions imposed by a court not specifically related to court appearance.

THE OBLIGATION OF THE COMPANY SHALL NOT EXCEED THE SUM OF FIVE THOUSAND FIVE HUNDRED DOLLARS \$5,500

Bond Amount	5000	Date of Bond	Nov 4-02
Defendant	JEFFREY RAYMOND BETZ		
Appearance Date	UPON CALL	Case #	2002-1081-CR
Court City	Campfield	Court County	Clearfield
Offense	Causp, Burg, Theft		
Attorney-in-fact	JAYSON R. BETHUNE		
	Agent No.		

IN WITNESS WHEREOF, SUN SURETY INSURANCE COMPANY, has caused these presents to be signed by its duly authorized officer, proper for the purpose and its corporate seal to be hereunto affixed this 24th day of April, 1998.

Patrick Wood, President



This power of attorney is for use with Bail Bonds only. Not valid if used with Federal Immigration Bonds. This power void if altered or erased, void if used with other powers of this company or in combination with powers from any other surety company, and void if used to furnish bail in excess of the stated face amount of this power, and can only be used once. This power of attorney is to be filed with the bond and retained as part of the court records and should remain a permanent part of the court records.

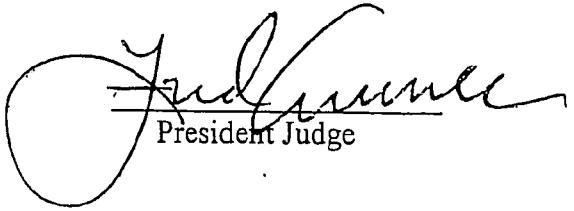
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CRIMINAL DIVISION

COMMONWEALTH :
VS. : No. 02-1081-CRA
DYLAN LEE BURKETT :
AKA/JEFFREY R. BETZ :

ORDER

NOW, this 8th day of July, 2004, this being the day and date set for
Criminal Call in the above-captioned matter; the defendant having failed to
answer the call of the Court; he having received due and proper notice thereof, it
is the ORDER of this Court that bail/bond be and is hereby revoked/forfeited and
a bench warrant be issued, forthwith.

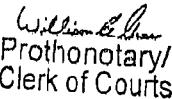
BY THE COURT,


President Judge

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUL 12 2004

Attest.


Prothonotary/
Clerk of Courts

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

COMMONWEALTH OF PENNSYLVANIA *
for use of the COUNTY OF CLEARFIELD, *
Plaintiff *
* *
vs. * No.: 04-1376-CD
*
*
*
*
SUN SURETY INSURANCE COMPANY, *
Defendant *

NOTICE

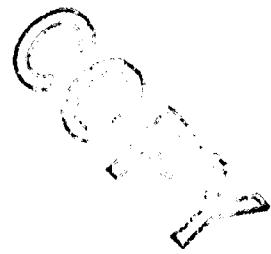
NOTICE is given that a judgment in the above-captioned matter has been entered against you in the amount of \$5,000.00 on September 3, 2004.

William A. Shaw, Prothonotary

Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830

Sun Surety Insurance Co.
21 Main Street
Rapid City, SD 57701

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



COMMONWEALTH OF PENNSYLVANIA *
for use of the COUNTY OF CLEARFIELD, *
Plaintiff *
*
vs. * No.: 04-1376-CD
*
*
*
*
SUN SURETY INSURANCE COMPANY, *
Defendant *

NOTICE

NOTICE is given that a judgment in the above-captioned matter has been entered against you in the amount of \$5,000.00 on September 3, 2004.

William A. Shaw, Prothonotary

Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830

Sun Surety Insurance Co.
c/o Joseph K. Gilliland
P.O. Box 908
Clearfield, PA 16830

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

Commonwealth of Pennsylvania for
the use of the County of Clearfield
Plaintiff(s)

No.: 2004-01376-CD

Real Debt: \$5,000.00

Atty's Comm: \$

Vs.

Costs: \$

Sun Surety Insurance Company
Defendant(s)

Entry: N/C

Instrument: Confession of Judgment

Date of Entry: September 3, 2004

Expires: September 3, 2009

Certified from the record this 3rd day of September, 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