

05-72-CD
Clfd Bank/Trust vs Batcho Sr. et al

ANDREW G. BATCHO, Sr., et al.

Clfd. B&T Co. v. Andrew G. Batcho et al
2005-072-CD

FILED Atty ad. 85.00

* m/2:56 AM 1/14/05 Notice
* JAN 14 2005 to each of 3

William A. Shaw
Prothonotary/Clerk of Courts
Statement
to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY, CIVIL DIVISION

Plaintiff,

No. 05-72-CD

vs.

Issue No.

ANDREW G. BATCHO, SR. a/k/a ANDREW G. BATCHO, and ANDREW G. BATCHO, JR., as individuals and t/d/b/a PLEASANT HILL APARTMENTS,

Defendants.

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST COMPANY, Plaintiff

Counsel of Record for this Party:

Joel M. Helmrich, Esquire
Pa. ID #30733

Ronald L. Hicks, Jr., Esquire
Pa. ID #49520

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

MEYER, UNKOVIC & SCOTT LLP

By: Ronald L. Hicks, Jr.

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY,)	CIVIL DIVISION
)	
Plaintiff,)	No.
)	
vs.)	
)	
ANDREW G. BATCHO, SR., et al.,)	
)	
Defendants.)	

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, by its undersigned counsel, hereby brings this action in confession of judgment and, in support thereof, states as follows:

1. Plaintiff Clearfield Bank & Trust Company ("Clearfield Bank") is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at 11 North 2nd Street, P.O. Box 171, Clearfield, Pennsylvania 16830.
2. Upon information and belief, Defendant Andrew G. Batcho, Sr., is an adult individual and citizen of the Commonwealth of Pennsylvania, currently residing at 45 Rocky Bend Road, Clearfield, Pennsylvania 16830. Defendant Andrew G. Batcho, Sr., is also known as Andrew G. Batcho.
3. Upon information and belief, Defendant Andrew G. Batcho, Jr., is an adult individual and citizen of the Commonwealth of Pennsylvania, currently residing at 169 Grant Street, Sykesville, Pennsylvania 15865.

4. Upon information and belief, Defendants Andrew G. Batcho, Sr., and Andrew G. Batcho, Jr., are father and son who trade and do business as Pleasant Hill Apartments with an office at 99 Grant Street, Sykesville, Pennsylvania 15851.

5. All actions and events giving rise to this Complaint took place within the County of Clearfield, Commonwealth of Pennsylvania.

6. On or about July 14, 2003, Defendants executed a written Promissory Note ("Note"), identified as Loan #917311, promising to pay to the order of Clearfield Bank the principal sum of Two Hundred Sixty-Five Thousand and 00/100 Dollars (\$880,000.00), together with interest and other charges at the rates specified therein. A true and correct copy of the duly executed Note is attached hereto, marked as Exhibit "A" and incorporated herein by reference.

7. Pursuant to the terms of the Note, Defendants empowered any attorney or any clerk of any court of record to appear on their behalf and to confess judgment in favor of Clearfield Bank for all unpaid principal, accrued interest and accrued charges due on the Note, plus collection costs and attorneys' fees in an amount not exceeding fifteen percent (15%) of the judgment.

8. Pursuant to the terms of the Note, Defendants authorized the entry of confessed judgment against them and in favor of Clearfield Bank upon the occurrence of a default.

9. Pursuant to the terms of the Note, Defendants agreed that a default exists if, *inter alia*, Defendants fail to make a payment under the Note on time or in the amount due, Defendants fail to pay or keep any promise on any debt or agreement that they have with Clearfield Bank or Defendants do or fail to do something that causes Clearfield Bank to believe that it will have difficulty collecting the amount owed by Defendants.

10. Pursuant to the terms of the Note, Defendants agreed that upon default, Clearfield Bank may accelerate the maturity of the Note and demand immediate payment of all outstanding principal, unpaid interest and accrued charges owed under the Note.

11. Pursuant to the terms of the Note, Defendants agreed that they shall pay interest at the rate provided in the Note on the unpaid balance owed under the Note until Clearfield Bank has actually received payment in full of such sums even if Clearfield Bank has obtained judgment against Defendants.

12. Defendants are in default by reason of their failure to make timely payments of the amounts due under the Note. Additionally, Defendants are in default by reason of their failure to make timely payments of the amounts due under and/or to otherwise keep any promise made on certain other agreements with Clearfield Bank, including without limitation Loan #0412640 with Batcho Business Machines, Inc., Andrew Batcho and Andrew G. Batcho, Loan #884219 with Andrew G. Batcho and Linda L. Batcho t/d/b/a Batch Office Systems, and Loan #1001191 with Andrew G. Batcho and Linda L. Batcho. Further, Defendants are in default because Defendants' non-payment and/or other actions and inactions have caused Clearfield Bank to believe that it will have difficulty collecting the amounts owed by Defendants under the Note.

13. The amounts known to be due and owing under the Note as of the date of this Complaint are itemized as follows:

Principal	\$	859,321.12
Interest through 1/04/05	\$	7,680.18
Late Charges as of 1/04/05	\$	347.93
Attorneys' Fees	\$	<u>130,102.38</u>
 TOTAL	\$	 997,451.61

14. Additionally, there are amounts that are currently unknown (i.e., costs of suit and interest and late charges accruing from and after January 4, 2005 until Clearfield Bank receives payment in full) which Clearfield Bank is entitled to under the terms of the Note.

15. No notice is required to be given to Defendants under the Note prior to the entry of the within judgment.

16. Judgment has not been entered on the Note in any jurisdiction.

17. Clearfield Bank has not assigned or transferred the Note.

18. The Note was entered into as part of a commercial transaction. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

WHEREFORE, Clearfield Bank as authorized by the warrant of attorney contained in the attached Note, demands judgment against Defendants, jointly and severally, in the total sum of \$997,451.61, plus interest, late charges and costs of suit.

Dated: January 13, 2005.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

By:

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

PLEASANT HILL APARTMENTS ANDREW G. BATCHO SR. ANDREW G. BATCHO JR. 45 ROCKY BEND RD CLEARFIELD PA 16830-1002	CLEARFIELD BANK & TRUST COMPANY 11 N. SECOND ST, P O BOX 171 CLEARFIELD, PA 16830	Loan Number 917311 Date 07/14/03 Maturity Date 07/14/23 Loan Amount \$ 880,000.00 Renewal Of _____
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, joint and severally.		LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of Eight hundred eighty thousand & no/100 Dollars \$ 880,000.00

Single Advance: I will receive all of this principal sum on 07/14/03. 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 amount of principal 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 up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from JULY 14, 2003 at the rate of 7.1500 % per year until JULY 14, 2008.

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

Index Rate: The future rate will be 1.2501 Above the following index rate:
CLEARFIELD BANK AND TRUST COMPANY BASE 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 Daily. A change in the interest rate will take effect Daily.

Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A.

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.

ACCURACY METHOD: Interest will be calculated on a 365/360 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 _____

LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% OF THE PAYMENT, WITH A \$20.00 MINIMUM CHARGE

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: APPRaisal \$1300.00 DOC \$100.00 CRT \$50.00 FLOOD \$25.00

PAYMENTS: I agree to pay this note as follows:

Interest: I agree to pay accrued interest On Demand, But If No Demand Is Made

Principal: I agree to pay the principal On Demand, But If No Demand Is Made

Installments: I agree to pay this note in 240 payments. The first payment will be in the amount of \$ 6,958.59 and will be due AUGUST 14, 2003. A payment of \$ 6,958.59 will be due Monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due based upon the additional terms below.

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 confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorneys' fees up to 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: AFTER THE INITIAL 5 YEAR TERM MONTHLY PRINCIPAL AND INTEREST PAYMENTS WILL BE DUE THAT WILL AMORTIZE THE REMAINING LOAN BALANCE OVER THE REMAINING 15 YEAR TERM. INTEREST WILL ACCRUE BASED UPON THE VARIABLE RATE DISCLOSED ABOVE.

PURPOSE: The purpose of this loan is REFINANCE COMMERCIAL MORTGAGE AND BUYOUT PARTNER

<input checked="" type="checkbox"/> SECURITY: This note is separately secured by (describe separate document by type and date): MORTGAGE DATED 07/14/03 ASSIGNMENT OF LEASED/RENTS 10/22/01 GUARANTIES 07/14/03 SECURITY AGREEMENT 07/14/03 (agreement will not secure this note.)
--

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



PLEASANT HILL APARTMENTS



ANDREW G. BATCHO JR.

Signature for Lender



HERBERT J. WILSON
ASST VICE PRESIDENT

531820.1

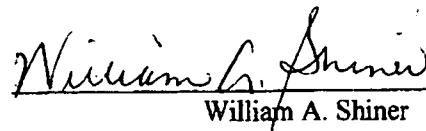
VERIFICATION

I, William A. Shiner, hereby swear or affirm that I am Senior Vice President at Clearfield Bank & Trust Company, that I am authorized to make this statement and that the facts contained in the attached Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief.

This statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Dated:

1/1/05


William A. Shiner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY, CIVIL DIVISION

Plaintiff,

No. 05-72-CD

vs.

Issue No.

ANDREW G. BATCHO, SR. a/k/a ANDREW
G. BATCHO, and ANDREW G. BATCHO,
JR., as individuals and t/d/b/a PLEASANT
HILL APARTMENTS,

CONFESION OF JUDGMENT

Defendants:

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Joel M. Helmrich, Esquire
Pa. ID #30733

Ronald L. Hicks, Jr., Esquire
Pa. ID #49520

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

FILED 1cc to each
m/2:56/01 Def.
JAN 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

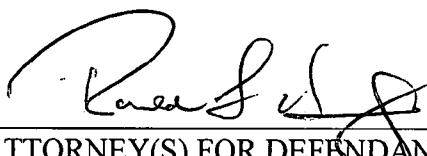
CLEARFIELD BANK & TRUST COMPANY,)	CIVIL DIVISION
)	
Plaintiff,)	No.
vs.)	
ANDREW G. BATCHO, SR., et al.,)	
)	
Defendants.)	

CONFESSTION OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney, the original or a copy of which is attached to the complaint filed in this action, I appear for Defendants and confess judgment in favor of the Plaintiff and against Defendants, ANDREW G. BATCHO, SR. a/k/a ANDREW G. BATCHO, and ANDREW G. BATCHO, JR., as individuals and t/d/b/a PLEASANT HILL APARTMENTS, jointly and severally, as follows:

Principal	\$	859,321.12
Interest through 1/04/05	\$	7,680.18
Late Charges as of 1/04/05	\$	347.93
Attorneys' Fees	\$	<u>130,102.38</u>
TOTAL		\$ 997,451.61

Plus costs of suit, late charges in the amount of five percent (5%) of the payment amount or a minimum of Five and 00/100 Dollars (\$5.00), and interest accruing from and after January 4, 2005 at the variable rate of Plaintiff's prime rate plus one percent (1%) calculated on the total amount due until Plaintiff receives payment in full.


 ATTORNEY(S) FOR DEFENDANT
 PRO HAC VICE

Dated: January 13, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY, CIVIL DIVISION

Plaintiff,

No. 05-72-CD

vs.

Issue No.

ANDREW G. BATCHO, SR. a/k/a ANDREW
G. BATCHO, and ANDREW G. BATCHO,
JR., as individuals and t/d/b/a PLEASANT
HILL APARTMENTS,

NOTICE OF JUDGMENT

Code:

Defendants.

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Joel M. Helmrich, Esquire
Pa. ID #30733

Ronald L. Hicks, Jr., Esquire
Pa. ID #49520

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY,) CIVIL DIVISION
)
Plaintiff,) No.
vs.)
ANDREW G. BATCHO, SR., et al.,)
)
Defendants.)

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Plaintiff Defendants Garnishee
 Additional Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered against you on 11/4/05.

Decree Nice in Equity.
 Final Decree in Equity.
 Judgment of Confession Verdict
 Default Non-Suit
 Non-Pros Arbitration Award

Judgment is in the amount of \$997,451.61, plus interest, late charges and costs.
 District Justice Transcript of Judgment in CIVIL ACTION in the amount of
 \$, plus costs.
 If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Pennsylvania Department of Transportation.

If you have any questions concerning the above, please contact:

Name of (Attorney/Filing Party): Ronald L. Hicks, Jr., Esquire

Address: Meyer, Unkovic & Scott LLP

1300 Oliver Building, Pittsburgh, PA 15222

Telephone Number: (412) 456-2837


804

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

COPY

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2005-00072-CD

Real Debt: \$997,451.61

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Andrew G. Batcho Sr.
Andrew G. Batcho Jr.
Pleasant Hill Apartments
Defendant(s)

Entry: \$85.00

Instrument: Confession of Judgment

Date of Entry: January 14, 2005

Expires: January 14, 2010

Certified from the record this 14th day of January, 2005.



William A. Shaw

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

CLEARFIELD BANK & TRUST COMPANY, CIVIL DIVISION

Plaintiff, No. 05-00072-CD
vs.. Issue No.

ANDREW G. BATCHO, SR. a/k/a ANDREW G. BATCHO, and ANDREW G. BATCHO, JR., as individuals and t/d/b/a PLEASANT HILL APARTMENTS,

Defendants. Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST COMPANY, Plaintiff

Counsel of Record for this Party:

Joel M. Helmrich, Esquire
Pa. ID #30733

Ronald L. Hicks, Jr., Esquire
Pa. ID #49520

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

FILED
M 11/08/05 No. 1
61 JAN 19 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY,)	CIVIL DIVISION
)	
Plaintiff,)	No. 05-00072-CD
)	
vs.)	
)	
ANDREW G. BATCHO, SR., et al.,)	
)	
Defendants.)	

NOTICE UNDER RULE 2958.1
OF JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANTS' RIGHTS

TO: Defendants

A judgment in the amount of \$997,451.61, plus costs of suit, late charges and interest, has been entered against you and in favor of the Plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

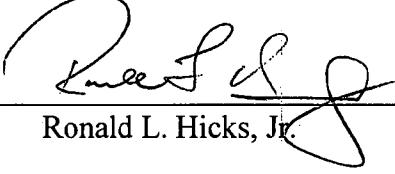
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholic, Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

Dated: January 16, 2005.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

By: 

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

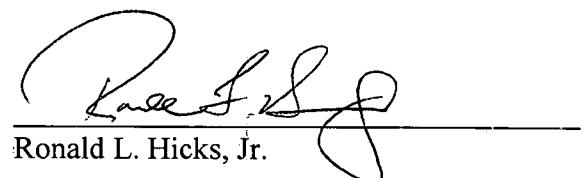
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Notice was served by certified U.S. mail, return receipt requested, restricted delivery, this 18th day of January, 2005, upon the following as addressed:

Andrew G. Batcho, Sr., a/k/a Andrew G. Batcho
45 Rocky Bend Road
Clearfield, PA 16830

Andrew G. Batcho, Jr.
169 Grant Street
Sykesville, PA 15865

Andrew G. Batcho, Sr. and
Andrew G. Batcho, Jr., t/d/b/a
Pleasant Hill Apartments
99 Grant Street
Sykesville, PA 15851



Ronald L. Hicks, Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY, CIVIL DIVISION

Plaintiff,

No.

vs.

Issue No.

ANDREW G. BATCHO, SR. a/k/a ANDREW G. BATCHO, and ANDREW G. BATCHO, JR., as individuals and t/d/b/a PLEASANT HILL APARTMENTS,

CERTIFICATE OF NAMES AND LAST KNOWN ADDRESSES

Defendants.

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST COMPANY, Plaintiff

Counsel of Record for this Party:

Joel M. Helmrich, Esquire
Pa. ID #30733

Ronald L. Hicks, Jr., Esquire
Pa. ID #49520

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY,) CIVIL DIVISION
vs.)
Plaintiff,) No.
vs.)
ANDREW G. BATCHO, SR., et al.,)
vs.)
Defendants.)

CERTIFICATE

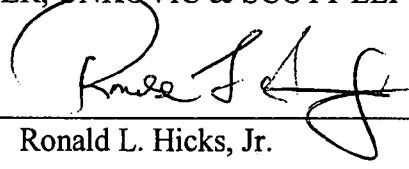
I hereby certify that:

1. Plaintiff Clearfield Bank & Trust Company has an address of 11 North 2nd Street, P.O. Box 171, Clearfield, Pennsylvania 16830;
2. The last known address of Defendant Andrew G. Batcho, Sr., a/k/a Andrew G. Batcho, is 45 Rocky Bend Road, Clearfield, Pennsylvania 16830; and
3. The last known address of Defendant Andrew G. Batcho, Jr., is 169 Grant Street, Sykesville, Pennsylvania 15865.
4. The last known address of Defendants Andrew G. Batcho, Sr., and Andrew G. Batcho, Jr., t/d/b/a Pleasant Hill Apartments is 99 Grant Street, Sykesville, Pennsylvania 15851.

Dated: January 13, 2005.

Respectfully submitted,

MEYER, JINKOVIC & SCOTT LLP

By: 

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY, CIVIL DIVISION

Plaintiff,

No.

vs.

Issue No.

ANDREW G. BATCHO, SR. a/k/a ANDREW
G. BATCHO, and ANDREW G. BATCHO,
JR., as individuals and t/d/b/a PLEASANT
HILL APARTMENTS,

**AFFIDAVIT OF NON-CONSUMER
CREDIT TRANSACTION**

Defendants.

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Joel M. Helmrich, Esquire
Pa. ID #30733

Ronald L. Hicks, Jr., Esquire
Pa. ID #49520

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY,) CIVIL DIVISION
vs.)
Plaintiff,) No.
ANDREW G. BATCHO, SR., et al.,)
Defendants.)

AFFIDAVIT

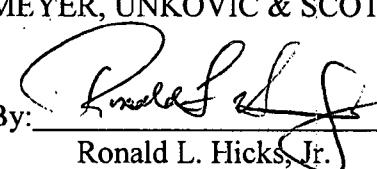
After review of the documentation, I, Ronald L. Hicks, Jr., Esquire, hereby state that judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

Dated: January 13, 2005.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

By:


Ronald L. Hicks, Jr.

Attorneys For Plaintiff

SWORN to and subscribed before me

this 13th of January, 2005.


Elizabeth J. Kelly
Notary Public

My Commission Expires: 4-15-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY, CIVIL DIVISION

Plaintiff,

No.

vs.

Issue No.

ANDREW G. BATCHO, SR. a/k/a ANDREW
G. BATCHO, and ANDREW G. BATCHO,
JR., as individuals and t/d/b/a PLEASANT
HILL APARTMENTS,

**NOTICE PURSUANT TO
42 Pa.C.S. §2737.1**

Defendants.

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Joel M. Helmrich, Esquire
Pa. ID #30733

Ronald L. Hicks, Jr., Esquire
Pa. ID #49520

MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY,)	CIVIL DIVISION
)	
Plaintiff,)	No.
vs.)	
)	
ANDREW G. BATCHO, SR., et al.,)	
)	
Defendants.)	

NOTICE PURSUANT TO 42 Pa.C.S. §2737.1

TO: Defendants

Pursuant to 42 Pa.C.S. §2737.1, please take notice that the Plaintiff, Clearfield Bank & Trust Company, has entered a judgment by confession against you in the amount of \$997,451.61, plus costs of suit, late charges and interest.

You are entitled to file a petition to "strike" or "open" the judgment. In order to do so, you must promptly file a petition with the Court of Common Pleas of Clearfield County, Pennsylvania, as required by Rule 2959 of the Pennsylvania Rules of Civil Procedure.

A petition is a formal statement of your reasons for challenging the judgment. You must include the names of the parties at the top of the first page and the case number, which is shown above. The petition must state your reasons for challenging the judgment in separate numbered paragraphs. You have to sign the petition and include a sworn statement at the end of the document verifying that the facts you state in the petition are true and accurate. You will waive any defenses and objections not included in your petition to strike or open. You must therefore make every effort to raise all possible issues and defenses in your petition to strike or open in order to avoid waiving any claims.

If you elect to file a petition, it must meet the requirements of Rule 2959 of the Rules of Civil Procedure. You may also have to comply with local rules of procedure in effect in the county where the judgment was entered.

If you do not file a petition challenging the judgment, the Plaintiff may take steps to collect on the judgment by asking the Sheriff to seize your assets. Accordingly, you should immediately seek the advice of attorney.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholic, Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

You may receive other papers and notices regarding the judgment. Those other papers do not negate or override this Notice. Likewise, this Notice is not intended to and does not negate any of the notices or information obtained in other papers that may be served upon you.

We reiterate that you are required to act promptly if you wish to seek relief from the judgment. Under certain circumstances, you have only 30 days in which to file a petition after papers are served on you. Even if the 30 day rule does not apply, you must act promptly in order to protect your interests. Failing to act in a timely manner will render you unable to challenge the judgment at a later time.

IF YOU WERE INCORRECTLY IDENTIFIED AND THE JUDGMENT WAS ENTERED AGAINST YOU IN ERROR, YOU MAY BE ENTITLED TO COLLECT COSTS AND REASONABLE ATTORNEY'S FEES AS DETERMINED BY THE COURT.

Dated: January 13, 2005.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

By:

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff
Vs.

ANDREW G. BATCH, Sr.
ANDREW G. BATCHO, Jr.
PLEASANT HILL APARTMENTS,
Defendants

* No. 2005- 72 -CD

* Type of Case: Debt Collection

* Type of Pleading: Partial Release
* of Judgment

* Filed on Behalf of: Defendants

* Counsel of Record for this Party:
* N/A

* Filed By:

* 
Chris A. Pentz, Esquire
207 East Market Street
Clearfield, PA 16830
814 765-4000

FILED

pd *7.00 AM
0/11/08cm. No CC.
MAY 16 2006 (60)

Date: 5-16-06

William A. Shaw
Prothonotary

PARTIAL RELEASE OF JUDGMENTS

This PARTIAL RELEASE OF JUDGMENTS is made as of this
____ day of May, 2006 by Clearfield Bank & Trust Company
("Creditor").

WITNESSETH

WHEREAS, Creditor is the holder of certain Judgments against Andrew Batcho and Andrew G. Batcho, ("Debtors"), which Judgments are entered of record in the Office of the Prothonotary, in and for the County of Clearfield, Commonwealth of Pennsylvania, to Docket Numbers 2005 - 72, 73, 74, & 75 - CD.

WHEREAS, Debtors have requested and Creditor has agreed to release the liens of the Judgments for a parcel of property as more particularly described on Exhibit "A" attached hereto (the "Property").

NOW, THEREFORE, for and in consideration of the foregoing premises and for good and valuable consideration, Creditor has remised, released, quit claimed, exonerated and discharged, and by theses presents, does remise, release, quit-claim, exonerate and discharge unto Debtors the Property, and hereby releases the Judgments and requests the Office of the Prothonotary to release the Judgments of record as to the Property.

Nothing contained herein shall in anywise affect, alter or diminish the lien or encumbrance of the aforesaid Judgments on any remaining property subject to such Judgments, or the remedies at law for recovering therefrom or against the said Debtors, the principal sum, with interest, represented by said Judgments.

IN WITNESS WHEREOF, this Partial Release of Judgments has been
duly executed the day and year first above written.

CREDITOR Clearfield Bank & Trust Company

ATTEST:

By: Denise K. Wooster

Name: DENISE K. WOOSTER

Title: ASST. SEC.

By: Linda S. Starr

Name: LINDA S. STARR

Title: Vice President

ACKNOWLEDGMENT

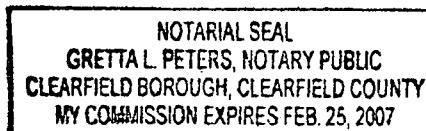
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS

On this the 15th day of May, 2006, before me, the undersigned officer, personally appeared Linda S Starr, personally known and acknowledged himself/herself to me to be the Vice President of Clearfield Bank & Trust Company, and that he/she, as such Officer, being duly authorized, executed, acknowledged and delivered the foregoing Partial Release of Judgments for the purposes therein contained, by signing the name of the corporation for himself/herself, as such Officer, as his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation.

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

Gretta L Peters
Notary Public

My Commission Expires: February 25, 2007
Seal:



ALL that certain parcel of land located in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner of Market and Front Streets; thence East along Market Street a distance of one hundred (100) feet; thence North by line running parallel with the line of Front Street a distance of ninety (90) feet to line of land formerly of Agnes Shaw; thence West by line parallel to line of Market Street a distance of one hundred (100) feet to line of Front Street; thence along line of Front Street a distance of ninety (90) feet to place of beginning. Being a part of Lots 26 and 27 in the General Plan of Clearfield Borough.

Map # 4-1-K8-39

Deed Reference: Deed & Records Book 1015, page 509
The fourth thereof

Exhibit "A"

FILED
01346 BN
NOV 04 2008
No CC

S William A. Shaw
Prothonotary/Clerk of Courts

610

(Space Above Reserved For Recording)

RELEASE FROM JUDGMENT

From: ANDREW G. BATCHO and
ANDREW G. BATCHO, JR. t/d/b/a
PLEASANT HILL APARTMENTS

Judgment Dated/Recorded: 1/14/2005

To: CLEARFIELD BANK AND
TRUST COMPANY

Docket No.: 05-72-CD

**Prothonotary's Office of Clearfield
County, PA**

Debt: \$997,451.61

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, **ANDREW G. BATCHO and ANDREW G. BATCHO, JR.**
t/d/b/a PLEASANT HILL APARTMENTS, are indebted to Clearfield Bank and Trust
Company, P.O. Box 171, 11 North Second Street, Pennsylvania 16830, ("Bank") its
successors and assigns, in the amount aforesaid; and

THAT WHEREAS, the said **ANDREW G. BATCHO and ANDREW G.**
BATCHO, JR. t/d/b/a PLEASANT HILL APARTMENTS has requested the said Bank

to release the premises hereinafter described, from any encumbrance or lien by operation of said indebtedness:

NOW, THEREFORE, be it known that the said Bank as well in consideration of the premises and of the sum of *One and 00/100 (\$1.00) Dollars*, lawful money to it in hand paid by the said **ANDREW G. BATCHO and ANDREW G. BATCHO, JR. t/d/b/a PLEASANT HILL APARTMENTS** at the time of the execution hereof, the receipt whereof is hereby acknowledged, has remised, released, quit-claimed, exonerated and discharged, and by these presents, does remise, release, quit-claim, exonerate and discharge unto the said **ANDREW G. BATCHO and ANDREW G. BATCHO, JR. t/d/b/a PLEASANT HILL APARTMENTS** and assigns,

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

AND, the same, with the appurtenances, unto the said **ANDREW G. BATCHO and ANDREW G. BATCHO, JR. t/d/b/a PLEASANT HILL APARTMENTS** and assigns forever freed, exonerated and discharged of and from the lien of said Judgment, and every part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, that nothing herein contained shall in anyway affect, alter or diminish the validity of the lien or encumbrance in any way, or the remedies at law for recovering thereout or against the said **ANDREW G. BATCHO and ANDREW G. BATCHO, JR. t/d/b/a PLEASANT HILL APARTMENTS** or assigns, the principal sum, with any applicable interest which may accrue.

IN WITNESS WHEREOF, the said Clearfield Bank and Trust Company has caused its corporate seal to be affixed to this instrument by the hand of its Chairman, President and CEO this 4th day of November, 2008.

CLEARFIELD BANK AND TRUST
COMPANY

ATTEST:

By: 

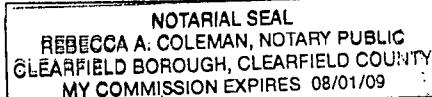
William E. Wood, Chairman
President and CEO

COMMONWEALTH OF PENNSYLVANIA)
) S.S.
COUNTY OF CLEARFIELD)

On this, the 4th day of November, 2008, before me, the undersigned officer, personally appeared **WILLIAM E. WOOD** who acknowledged himself to be the **Chairman, President and CEO** of Clearfield Bank & Trust Company, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer.

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

Rebecca A. Coleman
Notary Public



Commitment Number: THS-1329



EXCEPT AND SUBJECT TO RESERVATIONS IN PRIOR DEEDS IN THE CHAIN OF TITLE regarding all the coal, coal rights, release of damages, etc. which may be in, upon or under said tracts of land, and all the oil and gas of whatever kind which may be in, upon and under said tracts of land, the same as may already be under lease, until said lease expires.

TOGETHER with free ingress, egress and regress to and for the said Grantee, their heirs and assigns, their tenants and undertenants and occupiers, or possessors to an easement for sewer lines and vehicular access to the water treatment plant along a 30.00 feet wide right of way commencing at a point 81.00 feet from the eastern most extremity of the above described treatment plant site parcel; thence N 35° 14' W 573.00 feet to a point on the east line of East Liberty Street.

SUBJECT to all covenants, restrictions, reservations, easements, conditions and rightS appearing of record and subject to any state of facts that any accurate survey would disclose.

PARCELS 1 AND 3 BEING THE SAME PREMISES which Skyesville Associates conveyed to Andrew G. Batcho, Jr., Andrew G. Batcho, Sr. and Kevin Jordan by Deed recorded in the Recorder of Deeds Office in and for Jefferson County, Pennsylvania, in Book 80, page 618.

PARCEL 2 BEING THE SAME PREMISES which Kay. P. Weber et. al. granted and conveyed to Andrew G. Batcho, Jr., Andrew G. Batcho, Sr. and Kevin Jordan by Deed recorded in the Recorder of Deeds Office in and for Jefferson County, Pennsylvania, in Book 81, page 930.

Kevin Jordan, a single individual, by Deed dated July 14, 2003 and recorded July 15, 2003 in the Recorder of Deeds Office in and for Jefferson County, Pennsylvania, in Book 269, page 1103, granted and conveyed his one-third interest in PARCELS 1, 2 and 3 unto Andrew G. Batcho, Sr., an individual and Andrew G. Batcho, Jr., an individual, t/a and d/b/a Pleasant Hill Apartments.

FURTHER, BEING THE SAME PREMISES which Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, by Deed dated September 10, 2007 and recorded September 11, 2007 in the Recorder of Deeds Office in and for Jefferson County, Pennsylvania, in Book 448, page 0795, granted and conveyed unto Clearfield Bank and Trust Company, in connection with the sale on August 17, 2007, by virtue of a Writ of Execution at Case No. 134-2007-CD, being a complaint in mortgage foreclosure issued on the mortgage recorded at Mortgage Book 270, page 805.