

05-73-CD
Clfd Bank/Trust vs A. Batcho et al

BATCHO, et al.

Clfd. B&T Co. v. Andrew G. Batcho et al
2005-073-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,

Defendants.

CIVIL DIVISION

No. 05-73-CD

Issue No.

COMPLAINT IN CONFESSION OF
JUDGMENT - MONEY DAMAGES

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Joel M. Helmrich, Esquire
Pa. ID #30733Ronald L. Hicks, Jr., Esquire
Pa. ID #49520MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

CERTIFICATIONThe undersigned hereby certifies that the
underlying transaction giving rise to the
execution of the Promissory Note upon
which judgment is confessed was not a
consumer credit transaction.

MEYER, UNKOVIC & SCOTT LLP

By: 

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

FILED *Atty pd.*
m/3:10/05 85.00
 JAN 14 2005 *notice*
ICC to ea
of 3 Defs.
 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.
)	
vs.)	
)	
ANDREW G. BATCHO, et ux.,)	
)	
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, Defendants Andrew G. Batcho and Linda L. Batcho are adult individuals and citizens of the Commonwealth of Pennsylvania, residing at 45 Rocky Bend Road, Clearfield, Pennsylvania 16830. Defendant Andrew G. Batcho is also known as Andrew G. Batcho, Sr.

3. Upon information and belief, Defendants Andrew G. Batcho and Linda L. Batcho are husband and wife who trade and do business as Batcho Office Systems with an office at 45 Rocky Bend Road, Clearfield, Pennsylvania 16830.

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

5. On or about October 25, 2002, Defendants executed a written Promissory Note ("Note"), identified as Loan #884219, promising to pay to the order of Clearfield Bank the principal sum of One Hundred Eighty-Five Thousand and 00/100 Dollars (\$185,000.00), 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 #917311 with Pleasant Hill Apartments, Andrew G. Batcho, Sr. and/or Andrew G. Batcho, Jr., Loan #0412640 with Batcho Business Machines, Inc., Andrew Batcho and Andrew G. Batcho, 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.

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

Principal	\$ 157,141.48
Interest through 1/04/05	\$ 1,315.17
Late Charges as of 1/04/05	\$ 110.32
Attorneys' Fees	\$ <u>23,785.05</u>
TOTAL	\$ 182,352.02

13. 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.

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

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

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

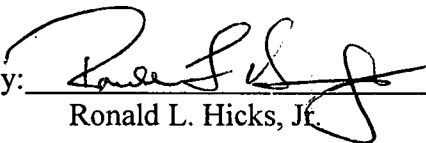
17. The Note was entered into as part of a commercial transaction. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

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 \$182,352.02, 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

ANDREW G BATCHO
LINDA L BATCHO
TDBA BATCHO OFFICE SYSTEMS
814 BARCLAY ST

CLEARFIELD PA 16830-1204

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, joint and severally.

CLEARFIELD BANK & TRUST COMPANY
11 N. SECOND ST, P O BOX 171
CLEARFIELD, PA 16830

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

Loan Number 884219
Date 10/25/02
Maturity Date 10/25/12
Loan Amount \$ 185,000.00
Renewal Of 688916

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of
One hundred eighty five thousand & no/100 Dollars \$ 185,000.00

☒ Single Advance: I will receive all of this principal sum on 10/25/02. 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 OCTOBER 25, 2002 at the rate of 7.5000 %
per year until OCTOBER 25, 2007

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

☒ Index Rate: The future rate will be 1.000t 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

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.

ACCUAL 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: CR REPORT, DOC PREP, PROPERTY REPORT FEES \$130.00

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 120 payments. The first payment will be in the amount of \$ 2,206.40

and will be due NOVEMBER 25, 2002. A payment of \$2,206.40 will be due

Monthly

thereafter. The final payment of the entire

unpaid balance of principal and interest will be due OCTOBER 25, 2012

☒ 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 & INTEREST PAYMENTS WILL BE DUE THAT WILL AMORTIZE THE REMAINING LOAN BALANCE OVER THE REMAINING 5 YEAR TERM. INTEREST WILL ACCRUE BASED UPON THE VARIABLE RATE AS DISCLOSED ABOVE.

PURPOSE: The purpose of this loan is CONSOLIDATION

☒ SECURITY: This note is separately secured by (describe separate document by type and date):

SECURITY AGREEMENT AND MORTGAGE DATED MAY 9, 2000

(This section is for your internal use. Failure to file a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

William A. Shiner
WILLIAM A. SHINER
SR VICE PRESIDENT

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

ANDREW G BATCHO

Linda L. Batcho
LINDA L BATCHO

TDBA BATCHO OFFICE SYSTEMS

DEFINITIONS: As used on page 1, "I" means the terms that apply to this loan. "L", "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agree 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 note. Any term of this note 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. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56: Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

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 advanced 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 here (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 rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCURAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

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 a 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 advances 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. § 2.261).

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

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 due 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 apply to 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.

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 of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

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 that 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; (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 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 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.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again. I agree to pay all costs of collection, repossession 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 do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to 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 any 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.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (that require ID)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
/ / \$	\$	\$	\$	\$	% \$	\$	/ /
/ / \$	\$	\$	\$	\$	% \$	\$	/ /
/ / \$	\$	\$	\$	\$	% \$	\$	/ /
/ / \$	\$	\$	\$	\$	% \$	\$	/ /
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(page 2 of 2)

531755.1

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: 1/11/05

William A. Shiner
William A. Shiner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,

Defendants.

CIVIL DIVISION

No. 05-73-CD

Issue No.

CONFESSION OF JUDGMENT

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 9/10040
m/3:10/01 Defs.
JAN 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

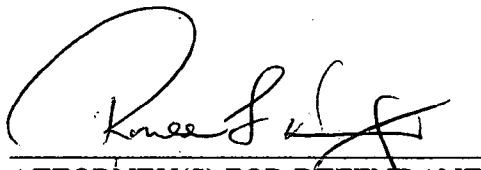
CLEARFIELD BANK & TRUST COMPANY,	)	CIVIL DIVISION
)	
Plaintiff,	)	No.
vs.)	
)	
ANDREW G. BATCHO, et ux.,)	
)	
Defendants.)	

CONFESSION 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, JR., a/k/a ANDREW G. BATCHO, and LINDA L. BATCHO, husband and wife, as individuals and t/d/b/a BATCHO OFFICE SYSTEMS, jointly and severally, as follows:

Principal	\$	157,141.48
Interest through 1/04/05	\$	1,315.17
Late Charges as of 1/04/05	\$	110.32
Attorneys' Fees	\$	<u>23,785.05</u>
 TOTAL	\$	 182,352.02

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,

Plaintiff,

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,

Defendants.

CIVIL DIVISION

No. 05-00073-CD

Issue No.

**NOTICE UNDER RULE 2958.1 OF
JUDGMENT AND EXECUTION**

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 AM ND CL

6/6 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. 05-00073-CD
)	
vs.)	
)	
ANDREW G. BATCHO, et ux.,)	
)	
Defendants.)	

**NOTICE UNDER RULE 2958.1
OF JUDGMENT AND EXECUTION THEREON**

NOTICE OF DEFENDANTS' RIGHTS

TO: Defendants

A judgment in the amount of \$182,352.02, 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. Meholick, Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

Dated: January 18, 2005.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

By: 

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

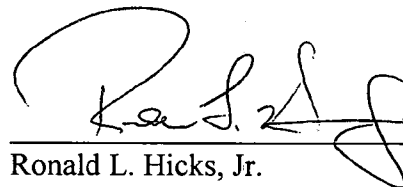
CERTIFICATE OF SERVICE

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 15th day of January, 2005, upon the following as addressed:

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

Linda L. Batcho
45 Rocky Bend Road
Clearfield, PA 16830

Andrew G. Batcho and
Linda L. Batcho, t/d/b/a
Batcho Office Systems
45 Rocky Bend Road
Clearfield, PA 16830



Ronald L. Hicks, Jr.

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.
BATCHO OFFICE SYSTEMS,
Defendants

No. 2005- 73 -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

Date: 5-18-06

FILED

0/11:08am

MAY 16 2006

PT # 7.00 Att
No CC.

60

William A. Shaw
Prothonotary

05-73-CD

PARTIAL RELEASE OF JUDGMENTS

This PARTIAL RELEASE OF JUDGMENTS is made as of this

15 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

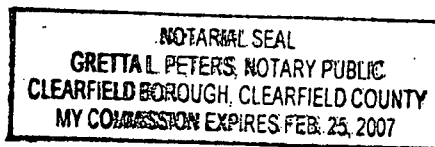
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS

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"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,

Defendants.

CIVIL DIVISION

No.

Issue No.

**CERTIFICATE OF NAMES AND
LAST KNOWN ADDRESSES**

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, et ux.,)	
)	
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 Defendants Andrew G. Batcho a/k/a Andrew G. Batcho, Sr., and Linda L. Batcho, husband and wife, is 45 Rocky Bend Road, Clearfield, Pennsylvania 16830.
3. The last known address of Defendants Andrew G. Batcho a/k/a Andrew G. Batcho, Sr., and Linda L. Batcho t/d/b/a Batcho Office Systems, 45 Rocky Bend Road, Clearfield, Pennsylvania 16830.

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,

Defendants.

CIVIL DIVISION

No.

Issue No.

**AFFIDAVIT OF NON-CONSUMER
CREDIT TRANSACTION**

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, et ux.,)	
)	
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 12, 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.

Glenbeth J. Kelly
Notary Public

My Commission Expires: 4-15-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,

Defendants.

CIVIL DIVISION

No.

Issue No.

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

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, et ux.,)	
)	
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 \$182,352.02, 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. Meholick, 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.

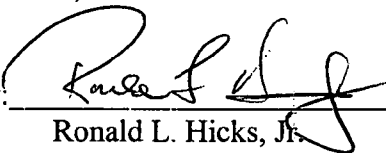
We reiterate that you are required to act promptly if you wish to seek relief from the judgment. Under certain circumstances, you have only 30 days in which to file a petition after papers are served on you. Even if the 30 day rule does not apply, you must act promptly in order to protect your interests.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

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,

Defendants.

CIVIL DIVISION

No. 05-73-CS

Issue No.

NOTICE OF JUDGMENT

Code:

Filed on Behalf of:

CLEARFIELD BANK & TRUST
COMPANY, Plaintiff

Counsel of Record for this Party:

Joel M. Helmrich, Esquire
Pa. ID #30733Ronald L. Hicks, Jr., Esquire
Pa. ID #49520MEYER, 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. 05-73
vs.)	
)	
ANDREW G. BATCHO, et ux.,)	
)	
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 1/14/05.

☐ 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 \$182,352.02, 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

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

COPY

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2005-00073-CD

Real Debt: \$182,352.02

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Andrew G. Batcho Sr.
Andrew G. Batcho Jr.
Batcho Office Systems
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, 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

1337

FILED NOCC
0/3:49/60
NOV 04 2008 CBOT pd.
\$7.00

William A. Shaw
Prothonotary/Clerk of Courts

(Space Above Reserved For Recording)

RELEASE FROM JUDGMENT

From: ANDREW G. BATCHO a/k/a
ANDREW G. BATCHO, SR. and
LINDA L. BATCHO, husband and wife, t/d/b/a
BATCHO OFFICE SYSTEMS

Judgment Dated/Recorded: 1/14/2005

To: CLEARFIELD BANK AND
TRUST COMPANY

Docket No.: 05-73-CD

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

Debt: \$182,352.02

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, *ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.
and LINDA L. BATCHO, husband and wife, t/d/b/a BATCHO OFFICE SYSTEMS* 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 a/k/a ANDREW G. BATCHO, SR. and LINDA L. BATCHO, husband and wife, t/d/b/a BATCHO OFFICE SYSTEMS** 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 a/k/a ANDREW G. BATCHO, SR. and LINDA L. BATCHO, husband and wife, t/d/b/a BATCHO OFFICE SYSTEMS** 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 a/k/a ANDREW G. BATCHO, SR. and LINDA L. BATCHO, husband and wife, t/d/b/a BATCHO OFFICE SYSTEMS** and assigns,

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

AND, the same, with the appurtenances, unto the said **ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR. and LINDA L. BATCHO, husband and wife, t/d/b/a BATCHO OFFICE SYSTEMS** 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 a/k/a ANDREW G. BATCHO, SR. and LINDA L. BATCHO, husband and wife, t/d/b/a**

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.

By:

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

Alan F. Kirk, Esquire
Babst, Calland, Clements and Zomnir, PC.
 328 Innovation Boulevard, Suite 200
 State College, PA 16803
 Phone: 814.867.8055/Fax: 814.867.8051

Commitment Number: THS-1337



PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

ALL THOSE CERTAIN pieces or parcels of land situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at the western side of the present frame building, formerly owned by George W. Snyder, on the north side of Market Street; thence west along said street 46.00 feet, more or less, to line of lot formerly of Samuel I. Snyder; thence north by same to line of lot formerly owned by Mary Agnes Shaw; thence east along same, 46.00 feet, more or less, to post corner of lot formerly owned by George W. Snyder; and thence south by same 90.00 feet to place of beginning.

THE SECOND THEREOF: BEGINNING at a point on the southern line of lot No. 24, 103.00 feet east from eastern boundary of Front Street; thence east along said line of lot No. 24, 97.00 feet to alley between Front and Second Street; thence south along said alley 90.00 feet to point on eastern line of Lot No. 26; thence west along division line between northern and southern halves of Lot No. 26, 97.00 feet to point; thence north by line parallel with said alley 90.00 feet to point in southern line of Lot No. 24 and place of beginning. Being the eastern part of Lot No. 25 and a part of the northern half of Lot No. 26 in the plan of the Borough of Clearfield.

THE THIRD THEREOF: BEING situate on the north side of Market Street beginning at the corner of an alley and Lot No. 27 on Market Street; thence along said alley northerly approximately 90.00 feet to line of lands formerly of Mary Agnes Shaw; thence westerly along the line of lands formerly of Mary Agnes Shaw a distance of approximately 54.00 feet to lands formerly of Soult Wholesale Company; thence along the lands formerly of Soult Wholesale Company southerly 90.00 feet approximately, to Market Street; thence easterly along Market Street 54.00 feet, more or less, to the place of beginning.

BEING THE SAME PREMISES which Chester A. Hawkins, High Sheriff of the County of Clearfield, by Deed dated March 3, 2008 and recorded April 47, 2008 in the Recorder of Deeds Office in and for Clearfield County, Pennsylvania, at Instrument # 200805196, granted and conveyed unto Clearfield Bank & Trust Company.

110 E. Market Street, Borough of Clearfield, County of Clearfield, Pennsylvania
PARCEL ID 4.1-K-8-216-37 & 4.1-K-8-216-37-89

(L)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**CLEARFIELD BANK & TRUST
COMPANY,**

Plaintiff

vs.

**ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,**
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,
Defendants

CIVIL DIVISION

No. 05-73-CD

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Issue Writ Revival of Lien of Judgment entered at No. 2005-73-CD in the Court of Common Pleas of Clearfield County, and entered in the Judgment Index against Andrew G. Batcho a/k/a Andrew G. Batcho, Sr., and Linda L. Batcho, husband and wife, as individuals and t/d/b/a Batcho Office Systems, in the amount of \$182,352.02 with interest at Plaintiff's prime rate plus one (1%) percent calculated from January 14, 2005 until paid in full.

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: 

Ronald S. McGlaughlin, Esquire

Attorney for Plaintiff

919 University Drive

State College, PA 16801

(814) 231-1850

(814) 231-1860 fax

Attorney I.D.No. 41531

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**CLEARFIELD BANK & TRUST
COMPANY,**

Plaintiff

vs.

**ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,**
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,
Defendants

CIVIL DIVISION

No. 05-73-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Praeceptum for Writ of
Revival was hereby served by depositing same within the custody of the United States
Postal Service, First Class, postage prepaid, addressed to the following:

Andrew and Linda Batcho
45 Rocky Bend Road
Clearfield, PA 16830

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: 

Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850
(814) 231-1860
Attorney I. D. No. 41531

Date: 1/12, 2010

COPY

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

Clearfield Bank & Trust Company

Vs.

Case No. 2005-00073-CD

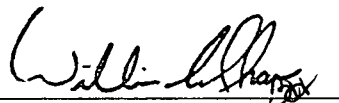
Andrew G. Batcho a/k/a Andrew G. Batcho, Sr.
and Linda L. Batcho, husband and wife, as indiv.
and t/d/b/a Batcho Office Systems

WRIT OF REVIVAL

TO: Andrew G. Batcho a/k/a Andrew G. Batcho, Sr. and Linda L. Batcho, husband and wife, as individuals and t/d/b/a Batcho Office Systems

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$182,352.02
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Wednesday, January 13, 2010



Prothonotary

Filing party:
Ronald S. McGlaughlin, Esq.
919 University Drive
State College, PA 16801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 05-73-CD

CLEARFIELD BANK & TRUST COMPANY

vs

SERVICE # 1 OF 2

ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR., and LINDA L. BATCHO, husband & wife, as indiv. and t/d/b/a
BATCHO OFFICE SYSTEMS

WRIT OF REVIVAL

SERVE BY: 04/12/2010

HEARING:

PAGE: 106665

DEFENDANT: ANDREW G. BATCHO aka ANDREW G. BATCHO, SR. indiv & t/d/b/a BATCHO OFFICE SYSTEMS

ADDRESS: 45 ROCKY BEND ROAD
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

01/31/584
JAN 19 2010

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, This 19th day of JAN 2010 AT 9:25 (AM) PM **SERVED** THE WITHIN

WRIT OF REVIVAL ON ANDREW G. BATCHO aka ANDREW G. BATCHO, SR. indiv & t/d/b/a BATCHO OFFICE SYSTEMS, DEFENDANT

BY HANDING TO ANDREW G. Batcho, Def

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 115 Market St CLFD Employment

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

WRIT OF REVIVAL FOR ANDREW G. BATCHO aka ANDREW G. BATCHO, SR. indiv & t/d/b/a BATCHO OFFICE SYSTEMS

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ANDREW G. BATCHO aka ANDREW G. BATCHO, SR. indiv & t/d/b/a BATCHO OFFICE SYSTEMS

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven
Deputy Signature

George F. DeHaven

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 05-73-CD

CLEARFIELD BANK & TRUST COMPANY

vs

SERVICE # 2 OF 2

ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR., and LINDA L. BATCHO, husband & wife, as indiv. and t/d/b/a
BATCHO OFFICE SYSTEMS

WRIT OF REVIVAL

SERVE BY: 04/12/2010

HEARING:

PAGE: 106665

DEFENDANT: LINDA L. BATCHO indiv & t/d/b/a BATCHO OFFICE SYSTEMS

ADDRESS: 45 ROCKY BEND ROAD
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, THIS 19th day OF JAN 2010 AT 2:45 AM / PM SERVED THE WITHIN

WRIT OF REVIVAL ON LINDA L. BATCHO indiv & t/d/b/a BATCHO OFFICE SYSTEMS, DEFENDANT

BY HANDING TO LINDA Batcho, Def

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 115 MARKET ST CLFD, PA Employment

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF REVIVAL FOR LINDA L. BATCHO indiv & t/d/b/a BATCHO OFFICE SYSTEMS

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LINDA L. BATCHO indiv & t/d/b/a BATCHO OFFICE SYSTEMS

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS / SHERIFF

BY:

George F. DeHaven
Deputy Signature
GEORGE F. DEHAVEN
Print Deputy Name

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

CLEARFIELD BANK AND TRUST
COMPANY

PLAINTIFF

v.

ANDREW G. BATCHO, a/k/a
ANDREW G. BATCHO, SR. and
LINDA L. BATCHO, husband and
and wife, as individuals and t/d/b/a
Batcho Office Systems

DEFENDANTS

Case No. 2005-00073-CD

Type of Case: Writ of Revival

Type of Pleading: Answer, Objection, New
Matter and Counterclaim

Filed On Behalf Of: Defendants Andrew G.
Batcho, a/k/a Andrew G. Batcho, Sr. and Linda
L. Batcho, husband and wife, as individuals and
t/d/b/a Batcho Office Systems

Counsel of Record For This Party:

TIMOTHY E. DURANT, ESQUIRE
Supreme Court I.D. #21352
201 North Second Street
Clearfield, PA 16830
814-765-1711

Opposing Counsel:

RONALD S. McGLAUGHLIN, ESQUIRE
Supreme Court I D #41531
STOVER, McGLAUGHLIN, GERACE.
WEYANDT & McCORMICK, P.C.
919 University Drive
State College, PA 16801
Phone: 814-231-1850
Fax: 814-231-1860

FILED

JAN 27 2010

William A. Shaw
Prothonotary/Clerk of Courts

3cc
Atty Durant
(610)

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

CLEARFIELD BANK AND TRUST
COMPANY .

PLAINTIFF

v.

ANDREW G. BATCHO, a/k/a
ANDREW G. BATCHO, SR. and
LINDA L. BATCHO, husband and
and wife, as individuals and t/d/b/a
Batcho Office Systems

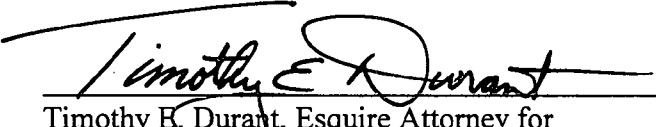
DEFENDANTS

Case No. 2005-00073-CD

TO: **CLEARFIELD BANK AND TRUST COMPANY**
RONALD S. McGLAUGHLIN, ESQUIRE
Supreme Court I D #41531
STOVER, McGLAUGHLIN, GERACE.
WEYANDT & McCORMICK, P.C.
919 University Drive
State College, PA 16801

NOTICE TO PLEAD

You are hereby notified to file a written response to the enclosed Objection, New Matter and Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.


Timothy E. Durant, Esquire Attorney for
Defendants
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

Dated: January 27, 2010

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

CLEARFIELD BANK AND TRUST
COMPANY

PLAINTIFF

v.

ANDREW G. BATCHO, a/k/a
ANDREW G. BATCHO, SR. and
LINDA L. BATCHO, husband and
and wife, as individuals and t/d/b/a
Batcho Office Systems

DEFENDANTS

Case No. 2005-00073-CD

NOW, come defendants Andrew G. Batcho a/k/a Andrew G. Batcho, Sr. and Linda L. Batcho as individuals and t/d/b/a Batcho Office Systems by and through their counsel, Timothy E. Durant, Esquire and file the following Answer, Objection, New Matter and Counterclaim to Clearfield Bank and Trust's Writ of Revival filed to the above term and number on January 13, 2010 for the reasons as set out below:

ANSWER

1. Admitted that plaintiff has commenced a proceeding to revive and continue the lien originally filed to the above term and number but Denied that plaintiff is entitled to revive said lien for the reasons as set out below and incorporated herein by reference.

2. Denied, on the contrary, the plaintiff is not entitled to \$182,352.02 or any other amount from the defendants herein due to the merging of this confessed judgment as well as the confessed judgment filed to Clearfield County Case No. 2005-00074-CD into that certain Clearfield County Complaint In Mortgage Foreclosure filed on February 23, 2007 to No. 2007-275-CD and

the subsequent judgment taken thereupon on May 25, 2007 which judgment of \$332,542.50 was based upon the self same documents loans and obligations as once formed the basis for this debt plus the debt which formed the basis judgment No. 2005-00074-CD. The pleadings and exhibits filed to Clearfield County Case No. 2007-275-CD are incorporated herein by reference as if set out in full.

OBJECTION

3. Defendants file this Objection to the entry of a Revival of this judgment due to the fact that this judgment has been superceded, supplanted made a nullity by the subsequent foreclosure action filed to Clearfield County No. 2007-275-CD.

4. To allow this judgment to be revived would be to permit a double judgment upon a single debt.

WHEREFORE, defendants ask that this court strike the writ of revival and the underlying judgment.

NEW MATTER

5. Paragraphs 1-4 of defendants' Answer and Objection are incorporated herein by reference as if set forth at length.

6. The basis for this debt was a Note dated October 25, 2002 and a Loan identified as Loan No. 884219.

7. The same Note and Loan is identified as Exhibit "D" and forms the basis of Count II of the foreclosure action filed to No. 2007-275-CD and accounts for \$130,357.60 of the subsequent judgment on May 25, 2007.

WHEREFORE, defendants ask that this court strike the writ of revival and the underlying judgment.

COUNTERCLAIM

8. Defendants have hired Timothy E. Durant, Esq. To represent them and they have therefore incurred attorneys fees and will incur further attorneys fees to defend themselves in this matter.

9. This matter should never have been filed and its filing is in violation of Pennsylvania Rule 1023.1(c) of the Rules of Civil Procedure.

10. The filing of the Writ of Revival of this judgment can only be explained as having been presented for an improper purpose, i.e. to harass the defendants or cause needless increase in their cost of litigation. The Plaintiff well knows that they have utilized this judgment in a separate action and cannot collect upon it twice. The separate action has been extensively litigated at great cost to both the plaintiff and the defendants.

11. The plaintiff has greater resources than the defendants and it is averred that they are trying to exhaust the defendants' resources.

12. The filing of the Writ of Revival of this judgment is not warranted by existing law nor by any non-frivolous argument for the extension, modification or reversal of existing law or the establishment of a new law.

13. Defendants believe and therefore aver that their counsel fees in this matter will exceed \$1,000.00.

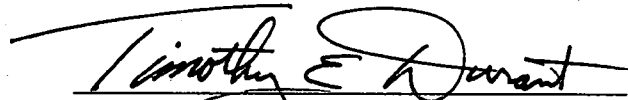
13. Defendants demand that after appropriate hearings pursuant to Rule 1023, plaintiff and its counsel reimburse them for their counsel fees.

WHEREFORE, defendants, **ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR. and LINDA L. BATCHO, t/d/b/a BATCHO BUSINESS MACHINES** respectfully request that this judgment be stricken with prejudice or marked satisfied by virtue of the judgment obtained and

filed to Clearfield County Civil Suit No. 2007-275-CD and that the court impose sanctions as it may determine appropriate after Rule and Hearing(s).

Respectfully submitted,

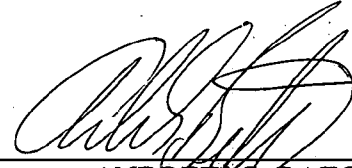
January 27, 2010

A handwritten signature in black ink, reading "Timothy E. Durant". The signature is written in a cursive style with a large, sweeping "T" and "D".

Timothy E. Durant, Esquire
Supreme Court ID #21352
Counsel for Defendants
201 North Second Street
Clearfield, PA 16830

VERIFICATION

I, **ANDREW G. BATCHO**, do verify that the statements made in this Petition/Pleading are true and correct to the best of my knowledge, information and belief. Affiant understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

A handwritten signature in dark ink, appearing to read 'Andrew G. Batcho', is written over a horizontal line.

ANDREW G. BATCHO

Dated: January 27, 2010

VERIFICATION

I, **LINDA L. BATCHO**, do verify that the statements made in this Petition/Pleading are true and correct to the best of my knowledge, information and belief. Affiant understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.



LINDA L. BATCHO

Dated: January 27, 2010

CLEARFIELD BANK & TRUST
COMPANY,

VS.

CIVIL DIVISION

No. 05-73-CD

ANSWER TO OBJECTION AND
NEW MATTER

) STOVER, McGLAUGHLIN, GERACE,
) WEYANDT & McCORMICK, P.C.

) Ronald S. McGlaughlin, Esquire
) Attorney for Plaintiff
) 919 University Drive
) State College, PA 16801
) (814) 231-1850
) (814) 231-1860 fax
) Attorney I.D.No. 41531

FILED

FEB 16 2010

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,
Defendants

CIVIL DIVISION

No. 05-73-CD

ANSWER TO OBJECTION AND NEW MATTER

AND NOW, comes Clearfield Bank & Trust Company, the above-named Plaintiff, by and through their attorney, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C., and Ronald S. McGlaughlin, Esquire, and files the following response to the Objection, New Matter and Counterclaim as filed by Defendants:

ANSWER TO OBJECTION

3. This averment is a conclusion of law and therefore no response is required. To the extent a response is required, it is specifically denied that the mortgage foreclosure action has somehow rendered the Confession of Judgment entered in the within action a nullity. By way of further answer, Plaintiff is only attempting to recover

attempt to collect on a judgment is mutually exclusive; therefore, Plaintiff may proceed with two separate and distinct actions.

4. Denied. It is specifically denied that Plaintiff is attempting to recover a double judgment on a single debt. To the contrary, Plaintiff is only attempting to collect on the outstanding balance owed to Plaintiff, and Plaintiff fully recognizes the effect of any attempts to collect on said debt in the within Confessed Judgment action as a result of the mortgage foreclosure action and the Deficiency Judgment Order by the Court.

WHEREFORE, Plaintiff asks that the Court deny the objection of Defendant.

ANSWER TO NEW MATTER

5. This is a paragraph of incorporation and therefore no response is required. To the extent a response is required, Plaintiff incorporates the response to the Objection as set forth in Paragraphs 3 and 4 herein as if set forth in full.

6. Admitted.

7. Admitted in part and denied in part. It is admitted that the Note of the within Confessed Judgment was the same which resulted in a default judgment in the foreclosure action in the amount of \$130,357.60; however, to the extent this allegation infers that Plaintiff is prohibited from reviving the judgment indexed to the within action, the same is denied. To the contrary, Plaintiff is permitted to proceed with reviving judgment to the within action.

WHEREFORE, Plaintiff asks that the Court reject the request set forth in the New Matter to strike the Writ of Revival.

Respectfully submitted,

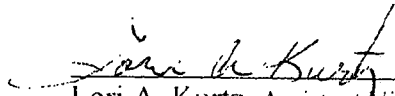
STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: 

Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850
(814) 231-1860 fax
Attorney I.D.No. 41531

VERIFICATION

LORI A. KURTZ, Assistant Vice President and Special Assets Manager for Clearfield Bank & Trust Company, verifies that the statements made in the Answer to Objection and New Matter are true and correct to the best of her knowledge, information and belief, and she understands that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.



Lori A. Kurtz, Assistant Vice President and
Special Assets Manager for Clearfield Bank & Trust Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**CLEARFIELD BANK & TRUST
COMPANY,**

Plaintiff

vs.

**ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,**
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,
Defendants

CIVIL DIVISION

No. 05-73-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Objection and New Matter was hereby served by depositing same within the custody of the United States Postal Service, First Class, postage prepaid, addressed to the following:

Timothy E. Durant, Esquire
201 North Second Street
Clearfield, PA 16830

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: 

Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff

919 University Drive
State College, PA 16801
(814) 231-1850
(814) 231-1860
Attorney I. D. No. 41531

Date: 2/12, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

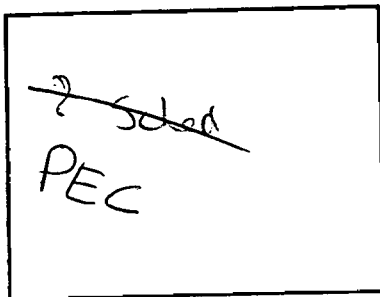
CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,

Defendants



CIVIL DIVISION

No. 05-73-CD

PRELIMINARY OBJECTION TO
COUNTERCLAIM

) STOVER, McGLAUGHLIN, GERACE,
) WEYANDT & McCORMICK, P.C.

)
) Ronald S. McGlaughlin, Esquire
) Attorney for Plaintiff
) 919 University Drive
) State College, PA 16801
) (814) 231-1850
) (814) 231-1860 fax
) Attorney I.D.No. 41531
)
)

FILED
FEB 16 2010

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,
Defendants

CIVIL DIVISION

No. 05-73-CD

PRELIMINARY OBJECTION TO COUNTERCLAIM

I. FAILURE TO CONFORM TO LAW OR RULE OF COURT

1. Your Defendants, by and through their attorney, have filed a Counterclaim to a Writ of Revival filed by Plaintiffs in the above-captioned matter.

2. The Counterclaim seeks to recover attorney's fees anticipated to be expended by Defendants in the within action.

3. Rule 3030(a) provides that no counterclaim may be asserted in a writ of revival proceeding.

WHEREFORE, it is respectfully requested that the Counterclaim filed by Defendant be dismissed.

II. DEMURRER

4. Paragraphs 1 through 3 of this Preliminary Objection are hereby incorporated as if set forth in full.

WHEREFORE, it is respectfully requested that the Counterclaim be dismissed
due to a legal insufficiency of the pleading.

Respectfully submitted,

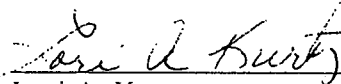
STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: 

Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850
(814) 231-1860 fax
Attorney I.D.No. 41531

VERIFICATION

LORI A. KURTZ, Assistant Vice President and Special Assets Manager for Clearfield Bank & Trust Company, verifies that the statements made in the Preliminary Objection to Counterclaim are true and correct to the best of her knowledge, information and belief, and she understands that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, reading "Lori A. Kurtz", is written over a horizontal line.

Lori A. Kurtz, Assistant Vice President and
Special Assets Manager for Clearfield Bank & Trust Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**CLEARFIELD BANK & TRUST
COMPANY,**

Plaintiff

vs.

**ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR., and LINDA L. BATCHO,**
husband and wife, as individuals and t/d/b/a
BATCHO OFFICE SYSTEMS,
Defendants

CIVIL DIVISION

No. 05-73-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Preliminary Objection to Counterclaim was hereby served by depositing same within the custody of the United States Postal Service, First Class, postage prepaid, addressed to the following:

Timothy E. Durant, Esquire
201 North Second Street
Clearfield, PA 16830

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: 

Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850
(814) 231-1860
Attorney I. D. No. 41531

Date: 2/17, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106665
NO: 05-73-CD
SERVICES 2

WRIT OF REVIVAL

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY

VS.

DEFENDANT: ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR., and LINDA L. BATCHO, husband & wife,
as indiv. and t/d/b/a BATCHO OFFICE SYSTEMS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	STOVER	9202	20.00
SHERIFF HAWKINS	STOVER	9202	26.44

FILED ^(R)

JUL 30 2010
07/23/10

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

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

Clearfield Bank & Trust Company

Vs.

Case No. 2005-00373-CD

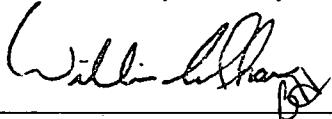
Andrew G. Batcho a/k/a Andrew G. Batcho, Sr.
and Linda L. Batcho, husband and wife, as indiv.
and t/d/b/a Batcho Office Systems

WRIT OF REVIVAL

TO: Andrew G. Batcho a/k/a Andrew G. Batcho, Sr. and Linda L. Batcho, husband and wife, as individuals and t/d/b/a Batcho Office Systems

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of judgment to the above term and number.
2. The Plaintiff claims that the amount due and unpaid is \$182,352.02
3. You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do, judgment of revival will be entered.

Date: Wednesday, January 13, 2010



Prothonotary

Filing party:
Ronald S. McGlaughlin, Esq.
919 University Drive
State College, PA 16801