

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 #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** Atty pd. 85.00  
m/3/10 AM 85.00  
JAN 14 2005 Office  
of 3 Atts.  
William A. Shaw  
Prothonotary/Clerk of Courts Statement  
to Atty

**CERTIFICATION**  
The 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

## 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 2<sup>nd</sup> 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	684219
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 change as stated below.

Index Rate: The future rate will be 1.000 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.

□

ACCRUAL 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:

at 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 FRES \$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 COMPEL JUDGMENT. Upon default, in addition to all other remedies and rights available to you, by signing below, Borrower irrevocably authorizes the probonoary, clerk, or any attorney to appear in any court of record having jurisdiction over this note and to confess judgment against me at any time without stay or execution. I waive notice, which I understand is a waiver of the right to a trial by jury. I agree and understand that judgment may be confessed against me for any unpaid principal, interest, or other charges due on this note, plus collection costs and reasonable attorney fees up to the maximum allowed by law. The exercise of the power to confess judgment will not exhaust this warrant of authority to compel judgment, which may be done as often as you desire. I further understand that my property may be seized without prior notice to satisfy the debt owed, if 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 WHICH 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 list 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

TDBA BATCHO OFFICE SYSTEMS

UNIVERSAL NOTE  
Page 1 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: 1/11/05William 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-CJ

Issue No.

**CONFESION 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 7/CC-40  
m/3/10/04  
JAN 14 2005  
Defs.

William A. Shaw  
Prothonotary/Clerk of Courts

## IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

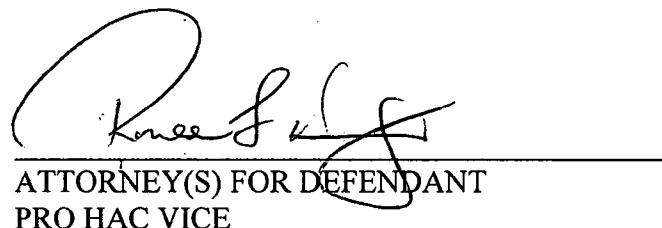
CLEARFIELD BANK & TRUST COMPANY,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.
vs.	)	
ANDREW G. BATCHO, et ux.,	)	
	)	
Defendants.	)	

**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, 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 WD CC*

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.

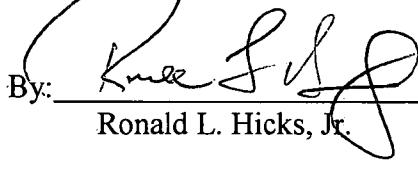
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholic, 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

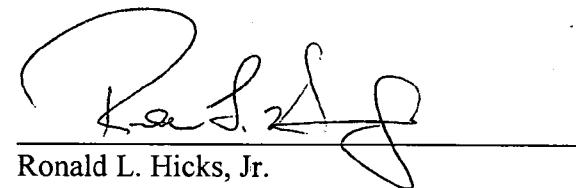
**CERTIFICATE OF SERVICE**

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 15<sup>th</sup> 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.

\* NO. 2005- 73 -CD

ANDREW G. BATCH, Sr.

ANDREW G. BATCHO, Jr.

BATCHO OFFICE SYSTEMS,

Defendants

\* Type of Case: Debt Collection

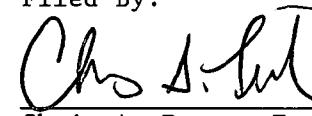
\* Type of Pleading: Partial Release  
\* of Judgment

\* 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

FILED

0/11/08cm

PA \$7.00 Atty

No CL

MAY 16 2006

60

Date: 5-18-06

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

By: Linda S. Starr

Name: DENISE K. WOOSTER

Name: LINDA S. STARR

Title: ASST. SEC.

Title: VICE PRESIDENT

ACKNOWLEDGMENT

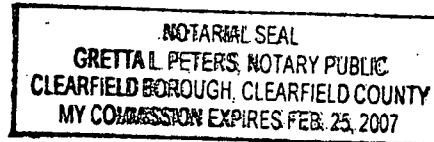
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS

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  
vs. )  
Plaintiff, ) No.  
vs. )  
ANDREW G. BATCHO, et ux., )  
vs. )  
Defendants. )

**CERTIFICATE**

I hereby certify that:

1. Plaintiff Clearfield Bank & Trust Company has an address of 11 North 2<sup>nd</sup> 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  
vs. )  
Plaintiff, ) No.  
ANDREW G. BATCHO, et ux., )  
Defendants. )

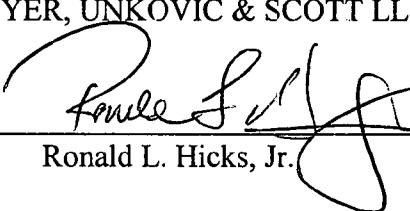
**AFFIDAVIT**

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 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,

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.

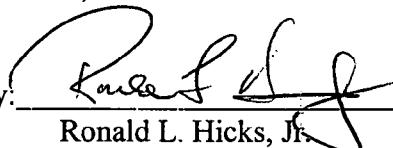
We reiterate that you are required to act promptly if you wish to seek relief from the judgment. Under certain circumstances, you have only 30 days in which to file a petition after papers are served on you. Even if the 30 day rule does not apply, you must act promptly in order to protect your interests.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

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  
vs. Plaintiff, ) No. 05-73  
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 11/14/05

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

**(X)** 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  
OCT 3 49 2008 CBOT pd.  
NOV 04 2008 \$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**

**BATCHO OFFICE SYSTEMS** 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  
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 **WILLIAME 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.

My commission expires:

Rebecca A Coleman  
Notary Public

This Document Was Prepared By:  
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



#### 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST )  
COMPANY, )  
Plaintiff ) CIVIL DIVISION  
vs. )  
ANDREW G. BATCHO a/k/a ANDREW G. ) No. 05-73-CD  
BATCHO, SR., and LINDA L. BATCHO, )  
husband and wife, as individuals and t/d/b/a )  
BATCHO OFFICE SYSTEMS, ) PRAECIPE FOR  
Defendants ) WRIT OF REVIVAL  
)  
)  
) 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 10/12/2010 3:00pm to  
JAN 13 2010 Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. \$20.00  
⑥

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 )

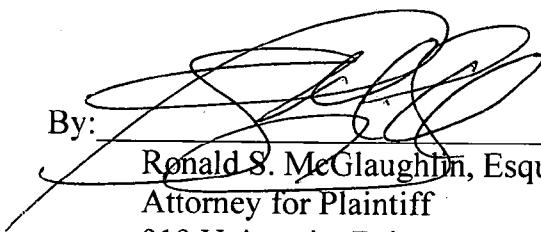
**CIVIL DIVISION**  
**No. 05-73-CD**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Praeclipe 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

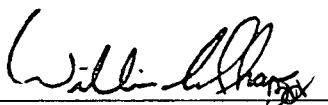
Andrew G. Batcho a/k/a Andrew G. Batcho, Sr.  
and Linda L. Batcho, husband and wife, as indiv.  
and t/d/b/a Batcho Office Systems

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, asindiv. 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

01/31/2010  
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 CLEFD 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, asindiv. 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

**FILED**

03/15/2010  
JAN 19 2010

William A. Shaw  
Prothonotary/Clerk of Courts

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  
03/5/2011 3CC  
JAN 27 2010 Atty Durant  
(60)

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY

PLAINTIFF

Case No. 2005-00073-CD

v.

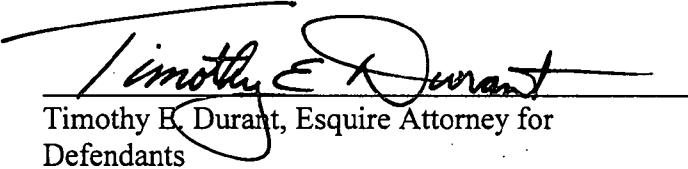
ANDREW G. BATCHO, a/k/a  
ANDREW G. BATCHO, SR. and  
LINDA L. BATCHO, husband and  
and wife, as individuals and t/d/b/a  
Batcho Office Systems

DEFENDANTS

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. : Case No. 2005-00073-CD  
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 :

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.

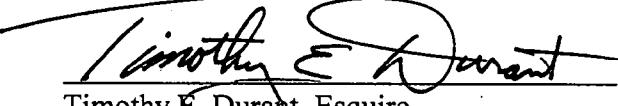
13. Defendants demand that after appropriate hearings pursuant to Rule 1023, plaintiff and its counsel reimburse them for their counsel fees.

**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

  
\_\_\_\_\_  
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.



---

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  
LINDA L. BATCHO

Dated: January 27, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST )  
COMPANY, )  
Plaintiff ) CIVIL DIVISION  
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, ) ANSWER TO OBJECTION AND  
Defendants ) 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  
100  
2/19/2010  
FEB 16 2010  
Atty

William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

<b>CLEARFIELD BANK &amp; TRUST</b>	)	
<b>COMPANY,</b>	)	
Plaintiff	)	<b>CIVIL DIVISION</b>
vs.	)	
	)	<b>No. 05-73-CD</b>
<b>ANDREW G. BATCHO a/k/a ANDREW G.</b>	)	
<b>BATCHO, SR., and LINDA L. BATCHO,</b>	)	
husband and wife, as individuals and t/d/b/a	)	
<b>BATCHO OFFICE SYSTEMS,</b>	)	
Defendants	)	

**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,

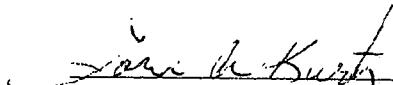
STOVER, McGLAUGHLIN, GERACE,  
WEYANDT & McCORMICK, P.C.

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

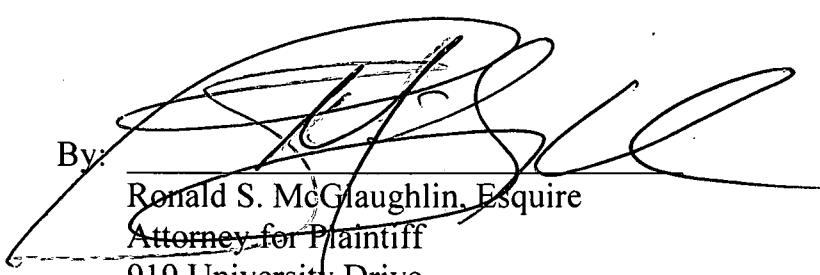
**CLEARFIELD BANK & TRUST** )  
**COMPANY,** )  
Plaintiff )  
vs. )  
) CIVIL DIVISION  
ANDREW G. BATCHO a/k/a ANDREW G. )  
BATCHO, SR., and LINDA L. BATCHO, )  
husband and wife, as individuals and t/d/b/a )  
**BATCHO OFFICE SYSTEMS,** )  
Defendants )  
No. 05-73-CD

**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. McGaughlin, 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

~~2 school~~  
PEC

FILED  
m 19 5764 KCC  
FEB 1 6 2010 Atty  
William A. Shaw  
Notary/Clerk of Courts  
KCC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

<b>CLEARFIELD BANK &amp; TRUST</b>	)	
<b>COMPANY,</b>	)	
Plaintiff	)	<b>CIVIL DIVISION</b>
vs.	)	
	)	<b>No. 05-73-CD</b>
<b>ANDREW G. BATCHO a/k/a ANDREW G.</b>	)	
<b>BATCHO, SR., and LINDA L. BATCHO,</b>	)	
husband and wife, as individuals and t/d/b/a	)	
<b>BATCHO OFFICE SYSTEMS,</b>	)	
Defendants	)	

**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.

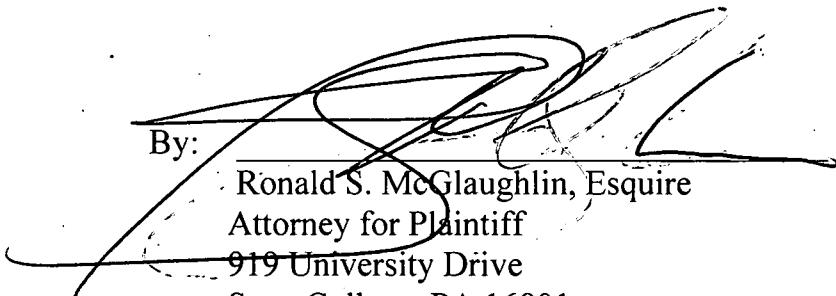
**II. DEMURRER**

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,

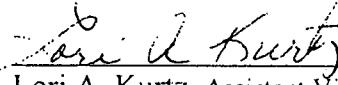
STOVER, McGLAUGHLIN, GERACE,  
WEYANDT & McCORMICK, P.C.

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.

  
\_\_\_\_\_  
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: 2/12, 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,  
asindiv. 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

JUL 30 2010  
012:30PM  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2010



Chester A. Hawkins  
Sheriff

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

Clearfield Bank & Trust Company

Vs.

Case No. 2005-00073-CD

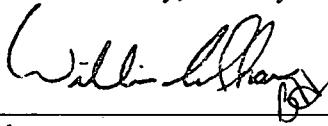
Andrew G. Batcho a/k/a Andrew G. Batcho, Sr.  
and Linda L. Batcho, husband and wife, as indiv.  
and t/d/b/a Batcho Office Systems

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