

05-74-CD
Clfd Bank/Trust vs. Batcho Inc, etal

BATCHO BUSINESS MACHINES, INC. et al.

Clfd. B&T Co. v. Batcho Bus. Machines et al
2005-074-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR.,

Defendants.

CIVIL DIVISION

No. 05-74-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

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

FILED *Any pd.*
85.00
m/3-25/04
JAN 14 2005 *icca Notice*
to ea. of 3
William A. Shaw *Defs.*
Prothonotary/Clerk of Courts
Statement
to Atty
J

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST COMPANY,	)	CIVIL DIVISION
)	
Plaintiff,	)	No.
)	
vs.)	
)	
BATCHO BUSINESS MACHINES, INC., et al.,)	
)	
Defendants.)	

COMPLAINT IN CONFESSION OF JUDGMENT

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

1. Plaintiff Clearfield Bank & Trust Company ("Clearfield Bank") is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at 11 North 2nd Street, P.O. Box 171, Clearfield, Pennsylvania 16830.

2. Upon information and belief, Defendant Batcho Business Machines, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 110 East Market Street, Clearfield, Pennsylvania 16830.

3. Upon information and belief, Defendant Andrew Batcho is an adult individual and citizen of the Commonwealth of Pennsylvania, residing at 110 East Pauline Drive, Clearfield, Pennsylvania 16830.

4. Upon information and belief, Defendant Andrew G. Batcho is an adult individual and citizen 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.

5. Upon information and belief, Defendants Andrew Batcho and Andrew G. Batcho are father and son and serve as corporate officers for Batcho Business Machines, Inc., with Andrew G. Batcho serving as president and Andrew Batcho serving as vice president.

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

7. On or about January 26, 1999, Defendants executed a written Promissory Note ("Note"), identified as Loan #0412640, promising to pay to the order of Clearfield Bank the principal sum of Two Hundred Sixty-Five Thousand and 00/100 Dollars (\$265,000.00), 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.

8. 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 sums due and/or may become due under the Note and/or on such other liabilities and obligations of Defendants to Clearfield Bank, together with costs of suit and an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment but not less than One Thousand and 00/100 Dollars (\$1,000.00) for attorney's collection fees.

9. Pursuant to the terms of the Note, Defendants authorized the entry of confessed judgment against them and in favor of Clearfield Bank prior to, upon or after the occurrence of an event of default thereon.

10. Pursuant to the terms of the Note, Defendants agreed that an event of default included, *inter alia*, the nonpayment when due of any amount payable under the Note or of any amount when due under or on such other liabilities and obligations of Defendants to Clearfield

Bank, or the failure of Defendants to observe or perform any agreement of any nature whatsoever with Clearfield Bank.

11. Pursuant to the terms of the Note, Defendants agreed that upon the occurrence of an event of default, Clearfield Bank may accelerate the maturity of the Note, demand immediate payment of all outstanding principal and accrued interest, and confess judgment against Defendants.

12. Pursuant to the terms of the Note, Defendants agreed that upon acceleration of the maturity of the Note, Defendants shall pay interest at the rate provided in the Note on all sums owed until Clearfield Bank has actually received payment in full of such sums even if Clearfield Bank has obtained judgment against Defendants.

13. Defendants are in default by reason of their failure to make timely payments of the amounts payable 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 observe or perform 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 #884219 with Andrew G. Batcho and Linda L. Batcho t/d/b/a Batch Office Systems, and Loan #1001191 with Andrew G. Batcho and Linda L. Batcho.

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

Principal	\$ 220,122.40
Interest through 1/04/05	\$ 1,445.78
Late Charges as of 1/04/05	\$ 107.68
Attorneys' Fees	\$ <u>33,251.38</u>
TOTAL	\$ 254,927.24

15. 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.

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

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

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

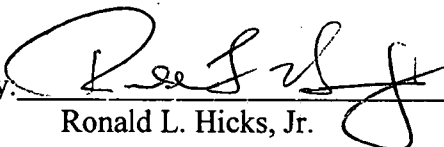
19. The Note was entered into as part of a commercial transaction. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

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 \$254,927.24, plus interest, late charges and costs of suit.

Dated: January 3rd, 2005.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

By: 
Ronald L. Hicks, Jr.

Attorneys For Plaintiff

PREPAYMENTS: Unless otherwise agreed to in writing by Debtor, this Note may be prepaid in whole or in part, at any time without penalty. However, if the Principal of this Note is receivable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then an amount of the last remaining unpaid Principal payment to become due, and the number of installments due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor release Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest (shown has been paid in full.

DISBURSEMENT OF PROCEEDS: Each Debtor hereby represents and warrants to Lender that the Principal of this Note will be used solely for business or commercial purposes and agrees that any disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal in and for the benefit of all Debtors.

RIGHT TO COMPLETE NOTE: Lender may at any time and from time to time, without notice to any Obligor: (1) date this Note as of the date when the loan evidenced hereby was made; (2) complete any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of any or more persons to be added as additional Debtors without in any way affecting or lessening the liability of the existing Debtors to Lender.

MISCELLANEOUS: Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any proceeding

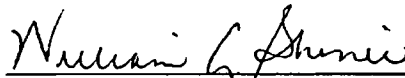
instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for all costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) of the total amount due hereunder, incurred by Lender in connection with the collection and enforcement hereof. If the Note bears interest at a rate based on the reference rate designated by Lender or others from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of interest hereon shall become effective on the day on which such reference rate changes or that Federal Reserve Bank announces changes in its Discount Rate, if applicable. The rights and privileges of Lender under this Note shall survive the death of its successors and assigns. All representations, warranties and agreements of Obligor made in connection with this Note shall be as if made by the Debtor or its successors, heirs, successors and assigns. If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right of remedy (which it may be entitled to) shall not be deemed a waiver of any subsequent (Event of Default or of Lender's right to exercise that or any other right or remedy in which Lender is entitled). This Note has been delivered to and accepted by Lender and shall be governed by the laws of the Commonwealth of Pennsylvania, unless Federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.

531723.1

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR.,

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.)	
)	
BATCHO BUSINESS MACHINES, INC.; et al.,)	
)	
Defendants.)	

CERTIFICATE

I hereby certify that:

1. Plaintiff Clearfield Bank & Trust Company has an address of 11 North 2nd Street, P.O. Box 171, Clearfield, Pennsylvania 16830;
2. The last known address of Defendant Batcho Business Machines, Inc., is 110 East Market Street, Clearfield, Pennsylvania 16830;
3. The last known address of Defendant Andrew Batcho, is 110 East Pauline Drive, Clearfield, Pennsylvania 16830; and
4. The last known address of Defendant Andrew G. Batcho a/k/a Andrew G. Batcho, Sr., is 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.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR.,

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.)	
)	
BATCHO BUSINESS MACHINES, INC.; et al.,)	
)	
Defendants.)	

AFFIDAVIT

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

Dated: January 13, 2005.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

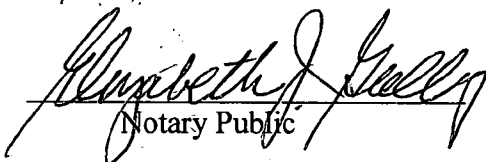
By: _____

Ronald L. Hicks, Jr.

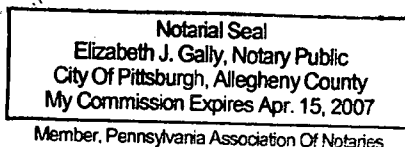
Attorneys For Plaintiff

SWORN to and subscribed before me

this 13th of January, 2005.


Notary Public

My Commission Expires: 4-15-07



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR.,

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.)	
)	
BATCHO BUSINESS MACHINES, INC.; et al.,)	
)	
Defendants.)	

NOTICE PURSUANT TO 42 Pa.C.S. §2737.1

TO: Defendants

Pursuant to 42 Pa.C.S. §2737.1, please take notice that the Plaintiff, Clearfield Bank & Trust Company, has entered a judgment by confession against you in the amount of \$254,927.24, 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, LINKOVIC & 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.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR.,

Defendants.

CIVIL DIVISION

No. 05-74-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 #30733Ronald L. Hicks, Jr., Esquire
Pa. ID #49520MEYER, UNKOVIC & SCOTT LLP
Firm #199
1300 Oliver Building
Pittsburgh, PA 15222

(412) 456-2800

FILED 1cc ea Def.
m/3:25/8
JAN 14 2005William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

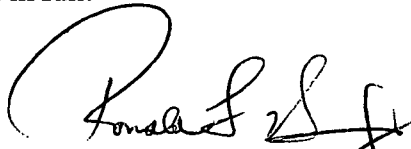
CLEARFIELD BANK & TRUST COMPANY,	)	CIVIL DIVISION
)	
Plaintiff,	)	No.
vs.)	
)	
BATCHO BUSINESS MACHINES, INC.; et al.,)	
)	
Defendants.)	

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, BATCHO BUSINESS MACHINES, INC.; ANDREW BATCHO; and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR., jointly and severally, as follows:

Principal	\$	220,122.40
Interest through 1/04/05	\$	1,445.78
Late Charges as of 1/04/05	\$	107.68
Attorneys' Fees	\$	<u>33,251.38</u>
 TOTAL	\$	 254,927.24

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.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR.,

Defendants.

CIVIL DIVISION

No. 05-74-02

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 #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.)	
)	
BATCHO BUSINESS MACHINES, INC.; et al.,)	
)	
Defendants.)	

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: ☐ Plaintiff ☒ Defendants ☐ Garnishee
☐ Additional Defendant

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

☐ Decree Nice in Equity.

☐ Final Decree in Equity.

☒ Judgment of ☒ Confession ☐ Verdict
☐ Default ☐ Non-Suit
☐ Non-Pros ☐ Arbitration Award

☒ Judgment is in the amount of \$254,927.24, 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

COPY

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

COPY

Clearfield Bank & Trust Company
Plaintiff(s)

No.: 2005-00074-CD

Real Debt: \$254,927.24

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Batcho Business Machines, Inc.
Andrew Batcho
Andrew G. Batcho Sr.
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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff,

vs.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR.,

Defendants.

CIVIL DIVISION

No. 05-00074-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

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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. 05-00074-CD
)	
vs.)	
)	
BATCHO BUSINESS MACHINES, INC., et al.,)	
)	
Defendants.)	

NOTICE UNDER RULE 2958.1
OF JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANTS' RIGHTS

TO: Defendants

A judgment in the amount of \$254,927.24, 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 16, 2005.

Respectfully submitted,

MEYER, UNKOVIC & SCOTT LLP

By: 

Ronald L. Hicks, Jr.

Attorneys For Plaintiff

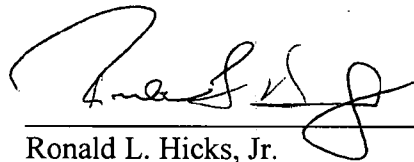
CERTIFICATE OF SERVICE

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

Batcho Business Machines, Inc.
110 East Market Street
Clearfield, PA 16830

Andrew Batcho
110 East Pauline Drive
Clearfield, PA 16830

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



Ronald L. Hicks, Jr.

William A. Shaw
Prothonotary

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

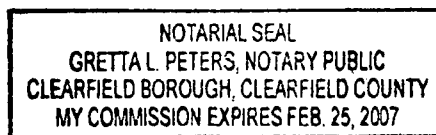
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS

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"

1337

FILED

NO CC
013:48
NOV 04 2008 CD Tpd
7.00

William A. Shaw
Prothonotary/Clerk of Courts

(610)

(Space Above Reserved For Recording)

RELEASE FROM JUDGMENT

From: BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO, and ANDREW G. BATCHO, SR. **Judgment Dated/Recorded:** 1/14/2005

To: CLEARFIELD BANK AND TRUST COMPANY

Docket No.: 05-74-CD

Prothonotary's Office of Clearfield County, PA

Debt: \$254,927.24

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, *BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.,* is indebted to Clearfield Bank & 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 *BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.,*

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 *BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.*, 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 *BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.*, and assigns,

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

AND, the same, with the appurtenances, unto the said *BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.*, 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 *BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.*, or assigns, the principal sum, with any applicable interest which may accrue.

ATTEST:

By: W E Wood
William E. Wood, Chairman
President and CEO

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

My commission expires:

Notary Public

This Document Was Prepared By:
Alan F. Kirk, Esquire
Babst, Calland, Clements and Zomnir, P.C.
328 Innovation Boulevard, Suite 200
State College, PA 16803
Phone: 814.867.8055/Fax: 814.867.8051

NOTARIAL SEAL
REBECCA A. COLEMAN, NOTARY PUBLIC
CLEARFIELD BOROUGH, CLEARFIELD COUNTY
MY COMMISSION EXPIRES 08/01/09



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

Atty. pd.
\$20.00
ICC Atty.
3 writs
to Sheriff
(66)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**CLEARFIELD BANK & TRUST
COMPANY,**

Plaintiff

vs.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and
ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR.,

Defendants

CIVIL DIVISION

No. 05-74-CD

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Kindly issue Writ Revival of Lien of Judgment entered at No. 2005-74-CD in the Court of Common Pleas of Clearfield County, and entered in the Judgment Index against Batcho Business Machines, Inc.; Andrew Batcho; and Andrew G. Batcho a/k/a Andrew G. Batcho, Sr., in the amount of \$254,927.24 with interest at Plaintiff's prime rate plus one (1%) percent calculated from January 14, 2005.

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.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and
ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR.,

Defendants

CIVIL DIVISION

No. 05-74-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:

Batcho Business Machines, Inc.
115 East Market Street
Clearfield, PA 16830

Andrew Batcho
110 East Pauline Street
Clearfield, PA 16830

Andrew G. Batcho, Sr.
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

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

COPY

Clearfield Bank & Trust Company

Vs.

Case No. 2005-00074-CD

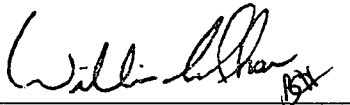
Batcho Business Machines, Inc.,
Andrew Batcho, and
Andrew G. Batcho a/k/a Andrew G. Batcho, Sr.

WRIT OF REVIVAL

TO: Batcho Business Machines, Inc., Andrew Batcho, and Andrew G. Batcho a/k/a
Andrew G. Batcho, Sr.

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 \$254,927.24
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: 05-74-CD

CLEARFIELD BANK & TRUST COMPANY

vs

SERVICE # 3 OF 3

BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO, and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.
WRIT OF REVIVAL

SERVE BY: 04/12/2010

HEARING:

PAGE: 106666

DEFENDANT: ANDREW G. BATCHO aka ANDREW G. BATCHO SR.

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

03:15 PM
JAN 19 2010

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, THIS 19th day JAN 2010 AT 9:25 AM / PM **SERVED** THE WITHIN

WRIT OF REVIVAL ON ANDREW G. BATCHO aka ANDREW G. BATCHO SR., 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.

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.

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: George F. DeHaven

Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 05-74-CD

CLEARFIELD BANK & TRUST COMPANY

VS

SERVICE # 1 OF 3

BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO, and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.
WRIT OF REVIVAL

SERVE BY: 04/12/2010

HEARING:

PAGE: 106666

DEFENDANT: BATCHO BUSINESS MACHINES, INC.
ADDRESS: 115 EAST MARKET STREET
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

03:15 PM
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 BATCHO BUSINESS MACHINES, INC., 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 PA

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

WRIT OF REVIVAL FOR BATCHO BUSINESS MACHINES, INC.

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO BATCHO BUSINESS MACHINES, INC.

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

NO: 05-74-CD

CLEARFIELD BANK & TRUST COMPANY

VS

SERVICE # 2 OF 3

BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO, and ANDREW G. BATCHO a/k/a ANDREW G. BATCHO, SR.
WRIT OF REVIVAL

SERVE BY: 04/12/2010

HEARING:

PAGE: 106666

IN NURSING HOME
WITH ALZHEIMER'S

DEFENDANT: ANDREW BATCHO
ADDRESS: 110 EAST PAULINE DRIVE
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 20 2010

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

WRIT OF REVIVAL ON ANDREW BATCHO, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

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

WRIT OF REVIVAL FOR ANDREW BATCHO

AT (ADDRESS) _____

NOW this 20th day Jan 2010 AT 3:09 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ANDREW BATCHO

REASON UNABLE TO LOCATE NURSING HOME WITH ALZHEIMERS

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answered: CHESTER A. HAWKINS, SHERIFF

BY:

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

SHERIFF'S OFFICE
CLEARFIELD COUNTY
CASE # **106666**

DEAR ANDREW BATCHO

Would you please contact the DEPUTY AT _____ concerning legal papers we have for you

When you call, please give your name and the case # noted above (**106666**) and the deputy will make arrangements for service.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.
PHONE (814) 765-2641

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

Clearfield Bank & Trust Company

Vs.

Case No. 2005-00074-CD

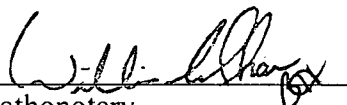
Batcho Business Machines, Inc.,
Andrew Batcho, and
Andrew G. Batcho a/k/a Andrew G. Batcho, Sr.

WRIT OF REVIVAL

TO: Batcho Business Machines, Inc., Andrew Batcho, and Andrew G. Batcho a/k/a
Andrew G. Batcho, Sr.

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 \$254,927.24
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
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY

PLAINTIFF

v.

BATCHO BUSINESS MACHINES, INC.,
ANDREW BATCHO, and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR.

DEFENDANTS

Case No. 2005-00074-CD

Type of Case: Writ of Revival

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

Filed On Behalf Of: Defendants Batcho
Business Machines, Inc., Andrew Batcho, and
Andrew G. Batcho a/k/a Andrew G. Batcho, Sr.

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

03:57 PM
JAN 27 2010

William A. Shaw
Prothonotary/Clerk of Courts

3cc
Atty Durant
(60)

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

CLEARFIELD BANK AND TRUST
COMPANY

PLAINTIFF

v.

Case No. 2005-00074-CD

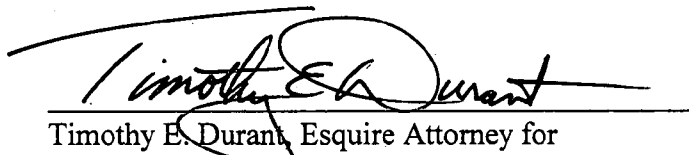
BATCHO BUSINESS MACHINES, INC.,
ANDREW BATCHO, and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR:

DEFENDANTS

TO: **CLEARFIELD BANK AND TRUST COMPANY**
RONALD S. McGLAUGHLIN, ESQUIRE
Supreme Court ID #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.

BATCHO BUSINESS MACHINES, INC.,
ANDREW BATCHO, and ANDREW G.
BATCHO a/k/a ANDREW G. BATCHO, SR.

DEFENDANTS

Case No. 2005-00074-CD

NOW, come defendants Batcho Business Machines, Inc., Andrew Batcho, and Andrew G. Batcho a/k/a Andrew G. Batcho, Sr. by and through their counsel, Timothy E. Durant, Esquire and file the following Answer, Objection and New Matter 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 \$254,927.24 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. 2005-00073-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. 2005-00073-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 January 26, 1999 and a Loan identified as Loan No. 0412640.

7. The same Note and Loan is identified as Exhibit "A" and forms the basis of "Count I" of the foreclosure action filed to No. 2007-275-CD and accounts for \$202,184.90 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.

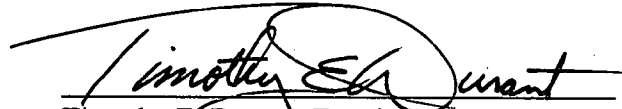
13. Defendants believe and therefore aver that their counsel fees in this matter will exceed \$1,000.00.

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

WHEREFORE, defendants **BATCHO BUSINESS MACHINES, INC. ANDREW BATCHO, and ANDREW G. BATCHO, a/k/a ANDREW G. BATCHO, SR.** 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,

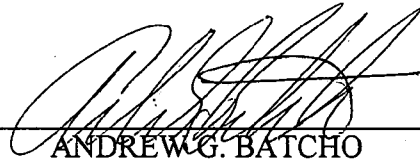
January 27, 2010

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.



ANDREW G. BATCHO

Dated: January 27, 2010

13
JAN 27 2010
JAN 27 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and
ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR.,

Defendants

CIVIL DIVISION

No. 05-74-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

319-5061
FEB 16 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

on the outstanding debt once, and it is believed and therefore averred that Plaintiff is thereby permitted to exercise any and all remedies in order to collect on said debt. No 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 \$202,184.90; 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

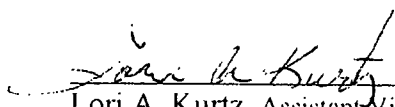
(814) 231-1850

(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.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and
ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR.,

Defendants

CIVIL DIVISION

No. 05-74-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.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and
ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR.,

Defendants

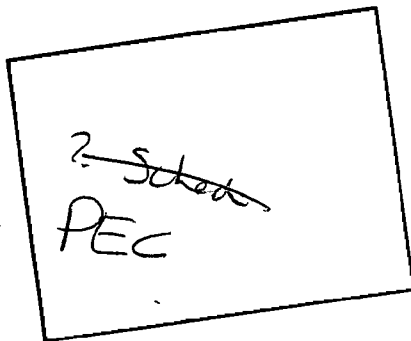
CIVIL DIVISION

No. 05-74-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
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Attorney I.D.No. 41531



FILED

M 19:50 BIL
FEB 16 2010

William A. Shaw
Prothonotary/Clerk of Courts

612

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

CLEARFIELD BANK & TRUST
COMPANY,

Plaintiff

vs.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and
ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR.,

Defendants

CIVIL DIVISION

No. 05-74-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.

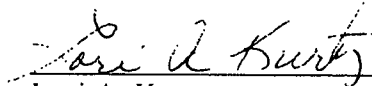
By: 

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.

BATCHO BUSINESS MACHINES, INC.;
ANDREW BATCHO; and
ANDREW G. BATCHO a/k/a ANDREW G.
BATCHO, SR.,

Defendants

CIVIL DIVISION

No. 05-74-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 # 106666
NO: 05-74-CD
SERVICES 3

WRIT OF REVIVAL

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY

vs.

DEFENDANT: BATCHO BUSINESS MACHINES, INC., ANDREW BATCHO, and ANDREW G. BATCHO a/k/a
ANDREW G. BATCHO, SR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	STOVER	9203	30.00
SHERIFF HAWKINS	STOVER	9203	30.44

FILED
013:00 AM
MAY 11 2010
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,



Chester A. Hawkins
Sheriff