

1
05-354-CD
PMC Commercial vs. V. Desai et al

vs

VIJAY R. DESAI AT

PMC Comm. Trust et al v. Vijay Desai et
2005-354-CD



Cox SMITH MATTHEWS
INCORPORATED

ATTORNEYS + COUNSELORS

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FAX TRANSMITTAL

To:	Company:	Voice Number:	Fax Number
William Shaw			814-765-7659
From: J. Javier Gutierrez		Date:	August 9, 2006
Direct Phone: 210.554.5439		User Id:	
No. of Pages: (2) (including cover page)		Client/Matter No:	30303.1

MESSAGE:

Mr. Shaw:

Transmitted herewith is the Release Of Judgment Lien. Let me know if it meets your requirements. My number is 210-554-5439.

J. Javier Gutierrez

Original will not follow.

PMC COMMERCIAL TRUST, as successor-in-§ IN THE COURT OF COMMON PLEAS
interest by merger to PMC CAPITAL, INC. § OF CLEARFIELD COUNTY,
Plaintiff, § PENNSYLVANIA

v. § NO. 2005-354-C.D.

VIJAY R. DESAI AND MANJU DESAI §

Defendants. §

RELEASE OF JUDGMENT LIEN

Any and all judgments or other liabilities entered against Defendants Vijay R. Desai and Manju Desai in the above entitled causes of action are hereby RELEASED by Plaintiff PMC Commercial Trust.

Plaintiff and Defendants entered into a settlement agreement and Plaintiff acknowledges full satisfaction and payment pursuant to such settlement agreement in full satisfaction of any and all judgments or other liabilities and liens based on any and all judgment, personally and upon any property of Defendants.

PMC COMMERCIAL TRUST

By: 

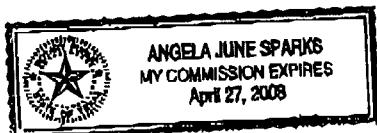
Name: Andrew S. Rosemore

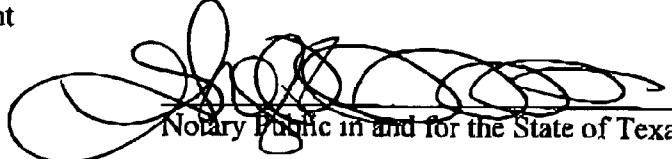
Title: Executive Vice President

State of Texas §

County of Collin §

BEFORE ME, the undersigned authority, on the 26th day of July 2006, personally appeared Andrew S. Rosemore, the Executive Vice President of PMC Commercial Trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed as the act and deed of PMC Commercial Trust in the capacity stated herein, and with complete authority to execute the foregoing instrument




Notary Public in and for the State of Texas

PMC COMMERCIAL TRUST, as : IN THE COURT OF COMMON PLEAS
successor-in-interest by : OF CLEARFIELD COUNTY,
merger to PMC CAPITAL, : PENNSYLVANIA
INC., :
Plaintiff :
v. : NO. 05-354-CD
VIJAY R. DESAI and MANJU :
DESAI, :
Defendant's :
B
F
B
F

FILED ^{1cc}
m/2/37/05 Notice to
MAR 14 2005 Defs.
Statement
William A. Shaw to Atty
Prothonotary/Clerk of Courts
Atty pd 85.00

COMPLAINT IN JUDGMENT

AND NOW, comes the Plaintiff, PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc., by and through its attorneys, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., and file this Complaint in Judgment of which the following is a statement:

1. The Plaintiff, PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc. (hereinafter "Plaintiff"), resides or was last known to reside at 17950 Preston Road, Suite 600, Dallas, Texas 75252. Attn: Mahriam Titus.

2. The Defendants, Vijay R. Desai and Manju Desai (hereinafter "Defendants"), reside or were last known to reside at P.O. Box 688, Clearfield, PA 16830; 150 Hotel Heights, Clearfield, PA 16830 and I-80, Exit 19, Clearfield, PA 16830.

3. [X] A. The original or a true and correct reproduction of the original instrument showing the Defendants' signature is attached hereto and the provisions of the warrant

therein contained is incorporated herein by reference.

[] B. Neither the original nor a reproduction of the original instrument is attached, and is not available for the following reasons:

4. Statement of any assignments: Not applicable.

5. [X] A. No judgment has been entered on the instrument herein sued upon in any jurisdiction.

[] B. A prior judgment has been entered on the instrument herein sued upon at:

6. Averment as to default or condition precedent.

On or about October 23, 2001, the Plaintiff as "Lender" and Vijay R. Desai and Manju Desai as "Makers" executed a Promissory Note in the amount of \$1,800,000 payable in monthly installments in the amount of \$16,359.50 beginning December 1, 2001 and continuing on the first day of each month thereafter for a period of twenty (20) years until paid in full with interest at the rate of nine and 25/100 (9.25%) percent per annum. The Promissory Note contains a confession of judgment clause. The Promissory Note is attached hereto, made a part hereof, and marked as Exhibit "A."

On or about January 1, 2005, the Defendants defaulted under the terms and conditions of the Promissory Note by failing

to make the required monthly payment thereby entitling the Plaintiff to confess judgment.

This Complaint in Judgment specifically relates to the mortgage dated October 2001 and recorded on December 15, 2001 wherein Vijay R. Desai and Manju Desai are the "Mortgagors" and PMC Capital, Inc. is the "Mortgagee." Pursuant to the Addendum to Mortgage recorded on June 1, 2004 at Clearfield County Instrument No. 200408711, PMC Commercial Trust is the successor-in-interest by merger to PMC Capital, Inc.

7. The following is an itemization of the amount due, as authorized by the instrument:

Principal sum	\$1,736,447.44
Interest Due	\$145,494.17
Prepayment Penalty	\$675,243.90
Late Fees	\$2,453.93
Administrative Fee	\$100.00
Collection/Attorney Fee	<u>\$127,986.97</u>
Payoff	\$2,687,726.30

8. If the instrument is more than twenty (20) years old, there is attached hereto a petition and Order of Court granting leave to enter judgment after notice.

9. The Plaintiff avers that judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

10. Other allegations: Not applicable.

WHEREFORE, the Plaintiff, PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc., demands judgment in its favor and against the Defendants, Vijay R. Desai and Manju Desai, in the amount of \$2,687,726.30 in accordance with the terms of the Warrant.

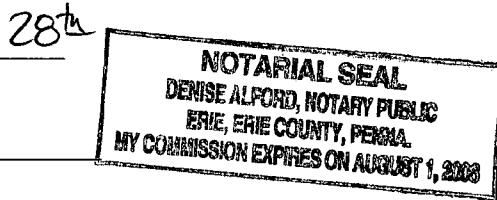
Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC.

By 1 C Bolla
Lawrence C. Bolla
Pa. I.D. No. 19679
2222 West Grandview Boulevard
Erie, PA 16506-4508
(814) 833-2222
Attorneys for Plaintiff, PMC
Capital, Inc.

Sworn to before me this
day of February, 2005

Denise Alford
Notary Public



Pursuant to the terms of the attached warrant of attorney, I hereby appear for the Defendants and confess judgment against Defendants in favor of the above-named Plaintiff(s) in accordance with the itemization set forth in paragraph seven (7) of the within Complaint.

1 C Bolla

Document #241495, v1

PMC COMMERCIAL TRUST, as : IN THE COURT OF COMMON PLEAS
successor-in-interest by : OF CLEARFIELD COUNTY,
merger to PMC CAPITAL, : PENNSYLVANIA
INC.,

Plaintiff

v. : NO.

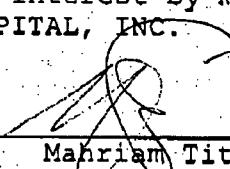
VIJAY R. DESAI and MANJU
DESAI,

Defendants

VERIFICATION

I, Mahriam Titus, a representative of the Plaintiff in the above matter, depose and say that the facts set forth in the foregoing Complaint in 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.A. Section 4904 relating to unsworn falsification to authorities.

PMC COMMERCIAL TRUST, as successor-in-interest by merger to PMC CAPITAL, INC.

By 
Mahriam Titus

Dated: 2-24-05

Document #241495, v1

PROMISSORY NOTE

\$1,800,000.00

Dallas, Texas

10/23, 2001

FOR VALUE RECEIVED, the undersigned, **VIJAY R. DESAI AND MANJU DESAI** (collectively, the "Maker"), hereby unconditionally promise to pay to the order of **PMC CAPITAL, INC.**, a Florida corporation (the "Lender"), at 18111 Preston Road, Suite 600, Dallas, Texas, 75252, the principal sum of One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00), or so much thereof as may be advanced from time to time, in lawful money of the United States of America, together with interest on the outstanding sum at the rate of interest equal to the lesser of (a) the highest lawful nonusurious interest rate that at any time, or from time to time, may be contracted for, taken, reserved, charged or received on the indebtedness evidenced by this Note under the laws of the United States or the State of Texas which are presently or hereinafter in effect (the "Maximum Rate"); or (b) Nine and One-Fourth Percent (9.25%).

Principal and interest shall be payable in monthly installments of \$16,359.50. Said monthly installments on this Note shall be payable on December 1, 2001, and on the first day of each month thereafter until and including the date which is twenty (20) years from the date hereof (the "Maturity Date"), at which time the unpaid principal balance, together with all accrued and unpaid interest hereunder and all other sums due and owing by Maker to Lender, shall be due and payable. Past due installments of principal and interest shall be subject to a late charge in the amount of five percent (5%) of each such installment, if not paid within ten (10) days of its due date. All unpaid principal, and to the extent permitted by law, all accrued but unpaid interest, due at maturity of this Note shall bear interest at the Maximum Rate, and shall be due and payable on demand. Computations of interest on the unpaid principal amount of this Note from time to time outstanding, at the rates provided in this Note, shall be made on the basis of the actual number of days elapsed. To the extent permitted by applicable law, such interest shall be computed on the basis of a three hundred sixty-five (365) day year. In the event that Maker presents checks for the payment of the installments due herein and the same are dishonored twice, then all future installments shall be made by cashier's check.

All principal and interest payments shall be made at the Lender's offices in Dallas, Texas. All payments hereon shall be applied first to accrued interest, and the balance to principal. Commencing on the date hereof and continuing until the expiration of sixty (60) months from the date hereof, Maker shall have the right to prepay the unpaid principal balance of this Note in whole or in part at any time prior to maturity; provided, however, in the event of a prepayment of principal of this Note in advance of the due date thereof (whether voluntary, involuntary, due to the acceleration of the principal balance in accordance with the terms hereof or otherwise), Maker shall pay to Lender a prepayment penalty on the date of such prepayment as liquidated damages for lost opportunity costs of Lender, equal to the lesser of (a) the maximum prepayment penalty allowed by applicable state or federal law; or (b) the greater of (i) ninety-five (95) days interest on the amount prepaid at the interest rate in effect on this Note on the date of such prepayment, or (ii) the Yield Maintenance Premium (as defined herein). For purposes of this Note, the term "Yield Maintenance Premium" shall mean the result received under the following calculation: (a)

the amount of any prepayment of principal under this Note in advance of the Maturity Date, multiplied by (b) the product of (i) the number of years (or fraction thereof) remaining from the date of the prepayment until the Maturity Date, and (ii) the Reinvestment Yield. For purposes of this Note, the term "Reinvestment Yield" shall mean, with respect to any prepayment of principal under this Note in advance of the due date of such payment, the difference between (i) the interest rate applicable to this Note on the date of the prepayment and (ii) the Prepayment Yield Rate. For purposes of this Note, the term "Prepayment Yield Rate" shall mean the sum of the yield, as of the date of the applicable prepayment made on this Note, of U.S. Treasury Bonds and Notes maturing on the date which is five (5) years from the date of such prepayment plus three percent (3.00%). For purposes of this Note, the yield of U.S. Treasury Bonds and Notes shall be determined by reference to the Treasury Bonds, Notes, and Bills section of the Southwest Edition of the Wall Street Journal; provided, if the Wall Street Journal discontinues publishing such yield, then such yield shall be determined by reference to any other nationally recognized source as selected by Lender. In the event that no yield is indicated for the month of the date hereof, the month of prepayment, or the month of the Maturity Date, the next succeeding month for which a yield is published shall be utilized for purposes of determining the yield of U.S. Treasury Bonds and Notes. Commencing upon the expiration of sixty (60) months from the date hereof and continuing until and including the expiration of one hundred twenty (120) months from the date hereof, Maker shall have the right to prepay the unpaid principal balance of this Note in whole or in part at any time prior to maturity; provided, however, in the event of a prepayment of principal of this Note in advance of the due date thereof during such period (whether voluntary, involuntary, due to the acceleration of the principal balance in accordance with the terms hereof or otherwise), Maker shall pay to Lender a prepayment penalty on the date of such prepayment as liquidated damages for lost opportunity costs of Lender, equal to the lesser of (a) the maximum prepayment penalty allowed by applicable state or federal law; or (b) ninety-five (95) days interest on the amount prepaid at the interest rate in effect on this Note on the date of such prepayment. Commencing upon the expiration of one hundred twenty (120) months from the date hereof and continuing thereafter, Maker shall have the right to prepay the unpaid principal balance of this Note in whole or in part at any time prior to maturity without penalty.

Payment of this Note is secured by a Mortgage, Assignment of Leases and Rents and Security Agreement of even date herewith executed by Maker (the "Mortgage") encumbering certain property of the Maker located in Clearfield County, Pennsylvania. Reference is made to the Mortgage for a statement of certain obligations of the Maker, a description of the property mortgaged and assigned, a statement of the nature and extent of the security, and the rights of the parties under the Mortgage in respect of such security. As additional security for the payment of this Note, the Maker grants to the Lender a lien and contractual right of set-off in and to all money or securities now in, or at any time hereafter coming within, the custody or control of the Lender. Any documents now or hereafter evidencing, securing, guaranteeing or executed in connection with the indebtedness evidenced by this Note are, as the same may be amended from time to time, herein referred to collectively as the "Loan Documents" and individually as a "Loan Document." All of the property, rights and interests which from time to time constitute security for the payment of this Note are referred to together herein as the "Property."

At the option of the Lender, the entire principal balance and accrued interest owing hereon shall at once become due and payable without notice or demand (except as otherwise expressly provided herein) upon the occurrence at any time of any of the following events (an "Event of Default"):

- (a) default in the payment of any installment of principal and/or interest due hereunder;
- (b) default under the Mortgage or any of the Loan Documents or any other agreement securing this Note or evidencing the loan evidenced hereby, and the expiration of any applicable notice and cure period;
- (c) the bankruptcy or insolvency of the Maker; the assignment for the benefit of creditors by the Maker; or the appointment of a receiver for all or any portion of the Property; or
- (d) the sale, encumbrance or other transfer of the Property without the prior written consent of Lender.

Notwithstanding anything contained herein to the contrary, upon the occurrence of an Event of Default, at the option of the Lender, the principal balance of this Note then outstanding shall bear interest for the period beginning with the date of occurrence of such Event of Default at the lesser of (a) the rate of interest per annum of eighteen percent (18.00%) or (b) the Maximum Rate.

Any notice, request, demand, instruction or other communication to be given either party hereunder shall be in writing and shall be deemed to be sufficiently given or served for all purposes if in writing and personally delivered or when deposited in the U.S. Mail by certified mail, return receipt requested, postage and registration charges prepaid, as to the following addresses:

If to Lender: PMC Capital, Inc.
 18111 Preston Road, Suite 600
 Dallas, Texas 75252
 Attention: Mr. Lance B. Rosemore

With a copy to: Thomas J. Irons, Esq.
 18333 Preston Road, Suite 410, LB 27
 Dallas, Texas 75252

If to Maker: Vijay R. Desai
 Manju Desai
 I-80 at Pennsylvania Route 879
 Clearfield, Pennsylvania 16830

The addresses and addressees for the purpose of this Note may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such

written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

If any payment of principal or interest on this Note shall become due on a Saturday, Sunday or public holiday under the laws of the State of Texas, or on any other day on which banking institutions are authorized or obligated by law to close in the City of Dallas, State of Texas, such payment shall be made on the next succeeding business day, and such extensions of time shall in such case be included in computing interest in connection with such payment.

Regardless of any provision contained in this Note, no holder of this Note shall ever be entitled to receive, collect or apply, as interest on any amount owing hereunder, any amount in excess of the maximum rate of interest permitted to be charged by applicable law. In the event any holder of this Note ever receives, collects or applies, as interest, any such excess, such amount which would be excessive interest, shall be deemed a partial prepayment of principal and treated hereunder as such; and, if the principal amount of this Note is paid in full, any remaining excess shall forthwith be paid to Maker. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the maximum lawful rate, the Bank and any holder of this Note shall, to the maximum extent permitted under applicable law, (i) characterize any non-principal payment as an expense, fee or premium rather than as interest; and, (ii) amortize, prorate, allocate and spread, in equal parts, the total amount of interest throughout the entire contemplated term of this Note. In the event the interest received for the actual period of existence hereof exceeds the maximum lawful rate, the holder of this Note shall refund Maker the amount of such excess or credit against the principal amount hereof, and in such event, no holder of this Note shall be subject to any penalties provided in any laws for contracting for, charging for, or receiving interest in excess of the maximum lawful rate.

If this Note is placed in the hands of an attorney for collection or if it is collected through any legal proceeding at law or in equity or in bankruptcy, receivership or other court proceeding, Maker agrees to pay all costs of collection, including, but not limited to, court costs and reasonable attorney's fees.

Any provision of this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

If more than one person or entity executes this Note as Maker, all of said parties shall be jointly and severally liable for the repayment of the indebtedness evidenced hereby. Maker and all sureties, endorsers, guarantors and any other party now or hereafter liable for the payment of this Note, in whole or in part, hereby severally (i) waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notice, filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (ii) agree to any substitute, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (iii) agree that the Lender shall not be required first to institute

suit or exhaust its remedies hereon against Maker or others liable or to become liable hereon or to enforce its rights against them or any security herefor; and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice hereof to any of them.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS FROM TIME TO TIME IN EFFECT EXCEPT TO THE EXTENT PREEMPTED BY UNITED STATES FEDERAL LAW. MAKER REPRESENTS THAT (A) MAKER APPLIED FOR THE LOAN EVIDENCED BY THE NOTE IN DALLAS, TEXAS, (B) ALL NEGOTIATIONS RELATING TO THE LOAN AND THIS NOTE HAVE TAKEN PLACE IN DALLAS, TEXAS, AND (C) THE ONLY CONTACT BETWEEN THIS TRANSACTION AND THE STATE OF PENNSYLVANIA IS THAT THE PROPERTY IS LOCATED IN PENNSYLVANIA.

MAKER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF THIS NOTE OR THE ACTS OR FAILURE TO ACT OF OR BY LENDER IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS NOTE OR THE OTHER LOAN DOCUMENTS.

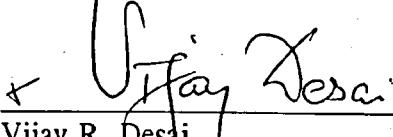
MAKER HEREBY IRREVOCABLY SUBMITS ITSELF TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF TEXAS AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR THE OBLIGATION(S) BY ANY MEANS ALLOWED UNDER TEXAS OR FEDERAL LAW. VENUE FOR ANY LEGAL PROCEEDING MAY BE DALLAS COUNTY, TEXAS; PROVIDED, THAT THE LENDER MAY CHOOSE ANY VENUE IN ANY STATE WHICH IT DEEMS APPROPRIATE IN THE EXERCISE OF ITS SOLE DISCRETION.

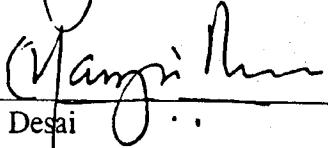
UPON ANY EVENT OF DEFAULT, MAKER AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR MAKER IN ANY JURISDICTION THAT PERMITS THE ENTRY OR JUDGMENT BY CONFESSION AND CONFESS JUDGMENT OR JUDGMENTS FOR THE UNPAID PRINCIPAL BALANCE OF THE LOAN, ACCRUED INTEREST, AND OTHER SUMS PAYABLE AS AFORESAID, TOGETHER WITH THE COSTS OF SUIT AND ATTORNEY'S COMMISSION AS HEREINAFTER PROVIDED AGAINST MAKER IN FAVOR OF PAYEE HEREOF. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL FULL PAYMENT IS MADE OF ALL AMOUNTS WHICH ARE DUE HEREUNDER OR UNDER ANY OTHER LOAN SECURITY DOCUMENT. MAKER AGREES THAT ANY REAL ESTATE THAT MAY BE LEVIED UPON PURSUANT TO A JUDGMENT OBTAINED BY VIRTUE HEREOF, ON ANY WRIT OF EXECUTION ISSUED THEREON, MAY BE SOLD UPON ANY SUCH WRIT IN WHOLE OR IN PART IN ANY ORDER DESIRED BY PAYEE ON THIS NOTE.

WARNING: THIS DOCUMENT CONTAINS A PROVISION AUTHORIZING THE ENTRY OF JUDGMENT BY CONFESSION. THIS MEANS THAT A JUDGMENT COULD BE ENTERED AGAINST YOU WITHOUT NOTICE OR A TRIAL. THIS COULD RESULT IN YOUR PROPERTY BEING SOLD BY THE SHERIFF IN ORDER TO SATISFY THIS JUDGMENT. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS CONTAINED HEREIN AND THAT YOU HAVE BEEN ADVISED OF YOUR RIGHT TO SEEK AN ATTORNEY AND HAVE KNOWINGLY AND VOLUNTARILY CONSENTED TO THE ENTRY OF JUDGMENT BY CONFESSION.

Executed as of the date first set forth above.

MAKER:


Vijay R. Desai


Manju Desai

THE STATE OF PENNSYLVANIA

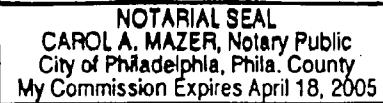
§
§
§

COUNTY OF PHILADELPHIA

This instrument was acknowledged before me on October 10-18, 2001, by
Vijay R. Desai.

Carol A. Mazer
Notary Public, State of Pennsylvania

§
§
§



South Carolina
THE STATE OF PENNSYLVANIA
Chestertield
COUNTY OF PHILADELPHIA

This instrument was acknowledged before me on October 17th, 2001, by
Manju Desai.

Pamela J. Baker
Notary Public, State of Pennsylvania
South Carolina

COPY

PMC COMMERCIAL TRUST, as	:	IN THE COURT OF COMMON PLEAS
successor-in-interest by	:	OF CLEARFIELD COUNTY,
merger to PMC CAPITAL,	:	PENNSYLVANIA
INC.,	:	
Plaintiff	:	
	:	
v.	:	NO.
	:	
VIJAY R. DESAI and MANJU	:	
DESAI,	:	
Defendants	:	

NOTICE OF ENTRY OF JUDGMENT

TO: THE ABOVE DEFENDANTS

You are hereby notified as required by law that a judgment - order - decree has been entered against you in the amount of \$2,687,726.30 plus interest and the costs of suit at the above term and number on March 14 2005.

If a judgment has been entered by confession, you will find enclosed copies of all documents filed in this office in support of the confession of judgment.

Prothonotary

Document #241495, v1

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

PMC Commercial Trust
PMC Capital, Inc.
Plaintiff(s)

No.: 2005-00354-CD

Real Debt: \$2,687,726.30

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Vijay R. Desai
Manju Desai
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: March 14, 2005

Expires: March 14, 2010

Certified from the record this 14th day of March, 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

PRAECIPE FOR WRIT OF EXECUTION UPON A CONFESSED JUDGMENT

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

v.

VIJAY R. DESAI and MANJU DESAI,
Defendant

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY,
: PENNSYLVANIA
:
:
:
:
: NO. 2005-354 C.D.

FILED

APR 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

ISSUE writ of execution in the above matter:

Amount due \$2,687,726.30

Interest from March 14, 2005 \$ _____
105.00 Prothonotary costs:

Total \$ _____

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By _____

Lawrence C. Bolla

Pa. I.D. #19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for Plaintiff, PMC Commercial Trust, as
successor-in-interest by merger to PMC Capital, Inc.

DIRECTIONS TO SHERIFF FOR REAL ESTATE SALE

TO: SHERIFF OF CLEARFIELD COUNTY NO. 2005-354 C.D.

RE: PMC COMMERCIAL TRUST, as successor-in-interest by merger to PMC CAPITAL, INC.

VS: VIJAY R. DESAI and MANJU DESAI

1. The name of the corporation, limited partnership or joint stock association or business-entity defendant in any capacity, such as terre tenants, or franchise is to be sold:

Not applicable.

2. The nature of the property to be sold and the location, street address, or description RFD address:

The real estate and the building thereon located at 150 Hotel Heights, P.O. Box 688, I-80, Exit 19, Clearfield, PA 16830.

3. Tax Index Number(s):

Lawrence Township Map No. 123-L-07-0-83

Clearfield County Instrument No. 200120109 (Deed)

Clearfield County Instrument No. 200120110 (Mortgage)

Clearfield County Instrument No. 200408711 (Addendum to Mortgage)

4. Are any franchises included in the advertised description of the property to be sold? No.

5. Has notice been given to the debtor(s) in accordance with the Acts of Assembly of the Commonwealth of Pennsylvania, and Rules of Civil Procedure? Yes.

Date: 3-31-05

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By _____

Lawrence C. Bolla

Pa. I.D. #19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for Plaintiff, PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc.

WRIT NO. 354 CIVIL 2005
JUDGMENT NO. 354 CIVIL 2005
APPEARANCE NO. 354 CIVIL 2005

PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc., Plaintiff

vs.

Vijay R. Desai and Manju Desai, Defendants

The undersigned is the attorney for the Plaintiff in the above-captioned matter.

Signature of Attorney, if
applicable

The undersigned hereby certifies
that this execution does not
involve a mortgage secured by
real estate.

Signature of Attorney, if
applicable

The undersigned hereby certifies
that this execution does involve
a mortgage secured by real
estate and the judgment was
obtained

(check appropriate line)

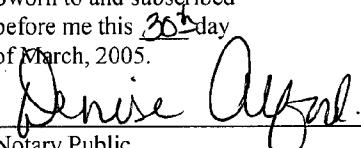
- by complaint on the
mortgage
- by action on a note
accompanying a mortgage
- by action on a bond
accompanying the mortgage
- by action on other
evidence of indebtedness
accompanying the mortgage

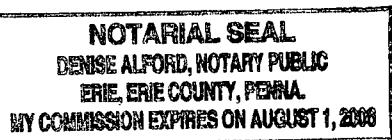
The undersigned certifies that the real estate, if any, involved is owned by Vijay R. Desai.

Quinn, Buseck, Leemhuis, Toohey &
Kroto, Inc.


Lawrence C. Bolla
Attorney for Execution Creditor

Sworn to and subscribed
before me this 30th day
of March, 2005.


Notary Public



If the aforesaid form is not duly signed, notarized and delivered to the Sheriff on or before the date of filing, the Sheriff will assume that it is not an action in mortgage foreclosure secured by real property, which judgment is by either an action on a note, a bond or other evidence of indebtedness accompanying a mortgage. The Sheriff will then add to the Sheriff 's cost Three Hundred (\$300.00) Dollars or Six Hundred (\$600.00) Dollars (depending upon how the property is owned), said amount being the exemption due to the debtor or debtors.

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

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

v.

: NO. 2005-354 C.D.

VIJAY R. DESAI and MANJU DESAI,
Defendant

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

:ss.

COUNTY OF ERIE :

I, Lawrence C. Bolla, attorney for the Plaintiff above captioned, being duly sworn according to law, depose and say as follows:

1. That the last known address of the Defendants is:

Vijay R. Desai
150 Hotel Heights, P.O. Box 688
I-80, Exit 19
Clearfield, PA 16830

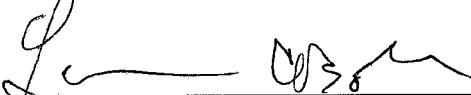
Manju Desai
150 Hotel Heights, P.O. Box 688
I-80, Exit 19
Clearfield, PA 16830

2. That the Defendants in the above entitled case are not engaged in military service of the United States of America.

3. I do verify and affirm that a levy, execution or garnishment is not being made on any judgment by confession entered pursuant to a transaction governed by the Goods and Services Installment Sales Act, 69 P.S. 1101 et seq.; nor the Loan Interest and Protection Law of 1974, 41 P.S. 101 et seq.; nor on any confessed judgment governed by Pennsylvania Rules of Civil Procedure 2981-2986.

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By


Lawrence C. Bolla

Pa. ID No. 19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

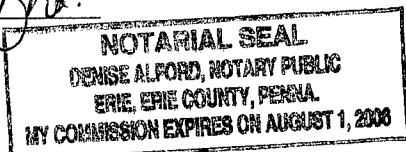
Attorneys for Plaintiff, PMC Commercial Trust, as
successor-in-interest by merger to PMC Capital, Inc.

Sworn and subscribed to
before me this 30th day
of March, 2005.

Denise Alford

Notary Public

Document #243437, v1



PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

v.

VIJAY R. DESAI and MANJU DESAI,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 2005-354 C.D.

NOTICE OF SHERIFF'S SALE OF
REAL PROPERTY PURSUANT TO PA RULES OF
CIVIL PROCEDURE 3129.2

TO: Vijay R. Desai
150 Hotel Heights, P.O. Box 688
I-80, Exit 19
Clearfield, PA 16830

Defendants in the action above-captioned and/or owners or reputed owners of the real estate
hereinafter described, and all other parties in interest and claimants.

YOU ARE HEREBY NOTIFIED, that by virtue of the Writ of Execution to pay the judgment in the above, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and directed to the Sheriff of Clearfield County, Pennsylvania, the said Sheriff will expose to public sale at the Clearfield County Court House, Clearfield, Pennsylvania 16830, on _____, 2005 at ___:__.m., the real estate and improvements thereon erected, if any, described on Exhibit "A," hereto attached and made a part of this notice.

YOU ARE ALSO NOTIFIED that you may have legal rights to prevent your real estate from being sold, including your right to file a petition to open, strike, or set aside the judgment entered against you which permitted this writ to issue, and perhaps to prevent a Sheriff 's Sale. Also, if your property is sold, you may have the right to have the sale set aside if the price was "grossly inadequate".

However, if you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

PENNSYLVANIA LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
100 South Street
Harrisburg, PA 17101
Phone (800) 692-7375

YOU ARE FURTHER NOTIFIED that a proposed Schedule of Distribution of the proceeds of the above sale will be filed by the said Sheriff of Clearfield County, Pennsylvania, and that distribution of said net proceeds will be made in accordance with the said Schedule of Distribution unless exceptions are filed thereto within ten (10) days thereafter.

Your real estate will be sold at Sheriff's Sale, as indicated above, unless the judgment, together with all costs and interest, is paid in full beforehand.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By _____


Lawrence C. Bolla
PA I.D. #19679
2222 West Grandview Boulevard
Erie, PA 16506-4508
(814) 833-2222
Attorneys for Plaintiff, PMC Commercial Trust, as
successor-in-interest by merger to PMC Capital, Inc.

Document #243437, v1

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

v.

VIJAY R. DESAI and MANJU DESAI,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 2005-354 C.D.

EXHIBIT A

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described in accordance with the survey of Wilson Fisher, Jr., registered surveyor, dated October 13, 1999, as follows:

Beginning at a found iron axle corner on the Southern right of way line of S.R. 879, said corner being the Northeastern corner of the property described herein; thence along land of Sapp Bros. Truck Stops, Inc. and land of Harbor Inns, Inc., South 0° 51' 13" West, a distance of 1134.45 feet to a found 1½ inch iron pipe on the Northern right of way line of Commonwealth of Pennsylvania, Interstate 80, said pipe being one foot North of the right of way fence; thence along said right of way line and one foot North of, as well as parallel to, the right of way fence the following courses and distances: North 77° 20' 43" West, 81.04 feet to a point; North 77° 02' 11" West, 178.64 feet to a point; North 77° 08' 24" West 64.44 feet to a point, North 79° 39' 13" West 120.98 feet to a point; North 84° 12' 39" West, 61.26 feet to a point, South 0° 56'36" West, 49.53 feet to a point; North 86° 36' 21 West, 26.06 feet to a set 3/4 iron rebar corner, thence along land of Harbor Inns, Inc. the following courses and distances: North 1° 13' 24" West, 565.00 feet to a set 3/4 iron rebar corner; South 88° 08' 39" East, 484.05 feet to a set 3/4" iron rebar corner; North 0° 51' 13" East, 530.27 feet to a set 3/4 iron rebar on the aforementioned Southern right of way line of S.R. 879; thence along said right of way line, by a curve to the right with a radius of 748.15 feet, the chord of which is, North 87° 18' 20" East, 60.12 feet to a found iron axle, the place of beginning.

Being designated as Tax Map No. 123-L7-783 in the Tax Assessment Office of Clearfield County, Pennsylvania.

Under and subject to a joint right of way to Tracydale Development Company, which is described as follows, to-wit:

Beginning at a point, said point being at an iron shaft corner of Truck Stops, Inc. in the Southerly right of way line of Highway Route No. 17052, at Station 179 + 00; thence by land of Tracydale Development Company, South 4 41" West, 770.00 feet to a point; thence North 85 19" West, 60.00 feet to a point; thence North 4 41' E 770 feet to a point in the Southerly right of way of Highway Route No. 17052; thence Easterly along said right of way line 60 feet to the point and place of beginning.

Being the same premises being conveyed to Vijay R. Desai by deed dated October 23, 2001 and recorded on December 14, 2001 in Clearfield County Instrument No. 200120109.

Being the same premises subject to an open-end mortgage, assignment of leases and rents and security agreement between Vijay R. Desai and Manju Desai as "Mortgagors" and PMC Capital, Inc. as "Mortgagee" dated October 2001 and recorded in Clearfield County Instrument No. 200120110.

Being the same premises subject to an Addendum to open-end mortgage wherein the name of the mortgagee was changed to PMC Commercial Trust as successor-in-interest by merger to PMC Capital, Inc.

Document #243437, v1

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff
v.
VIJAY R. DESAI and MANJU DESAI,
Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 2005-354 C.D.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF ERIE :

The undersigned, counsel for the Plaintiff, sets forth as of the date of the Praecept for Writ of Execution was filed the following information concerning the real property located at: 150 Hotel Heights, P.O. Box 688, I-80, Exit 19, Clearfield, PA 16830.

1. Name and address of owner or reputed owner:

Vijay R. Desai
150 Hotel Heights, P.O. Box 688
I-80, Exit 19
Clearfield, PA 16830

2. Name and address of Defendant in the judgment:

Vijay R. Desai and Manju Desai
150 Hotel Heights, P.O. Box 688
I-80, Exit 19
Clearfield, PA 16830

3. Name and last known address of every judgment creditor:

PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc.
Attn: Mahriam Titus
17950 Preston Road, Suite 600
Dallas, TX 75252

4. Name and address of every mortgage of record:

PMC Capital, Inc.
Attn: Mahriam Titus
17950 Preston Road, Suite 600
Dallas, TX 75252

Mortgage dated October 2001 wherein Vejai R. Desai and Manju Desai are the "Mortgagors" and PMC Capital, Inc. is the "Mortgagee." The mortgage was recorded at Clearfield County Instrument No. 200120110. An Addendum to open-end mortgage dated May 21, 2004 was recorded at Clearfield County Instrument No. 200408711 changing the name of the mortgagee to PMC Commercial Trust as successor-in-interest by merger to PMC Capital, Inc.

5. Name and address of every other person who has any record lien on the property:

Clearfield County Tax Claim Bureau
Clearfield County Court House
Clearfield, PA 16830

Township of Lawrence
P.O. Box 508
Clearfield, PA 16830

(Municipal taxes)

Clearfield Area School District
P.O. Box 710
438 River Road
Clearfield, PA 16830

(School taxes)

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

BNY Midwest Trust Company
2 North LaSalle Street, Suite 1020
Chicago, IL 60602

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale: Not applicable.

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By

Lawrence C. Bolla
Pa. I.D. #19679
2222 West Grandview Boulevard
Erie, PA 16506-4508
(814) 833-2222
Attorneys for Plaintiff, PMC Commercial Trust, as
successor-in-interest by merger to PMC Capital, Inc.

Date: 3-30-08

Document #243437, v1

PMC COMMERCIAL TRUST, as : IN THE COURT OF COMMON PLEAS
successor-in-interest by merger to : OF CLEARFIELD COUNTY,
PMC CAPITAL, INC., : PENNSYLVANIA
Plaintiff :
v. :
NO. 2005-354 C.D.
VIJAY R. DESAI and MANJU
DESAI,
Defendant

NOTICE OF SALE OF REAL PROPERTY

TO: Clearfield County Tax Claim Bureau
Clearfield County Court House
Clearfield, PA 16830

Junior Lien Holder of record pursuant to Pennsylvania Rules of Civil Procedure 3129.2

NOTICE IS HEREBY GIVEN that following foreclosure in the above-matter, notice of which was sent to the Defendants, Plaintiff caused a Writ of Execution issued on the Defendants at the above number in the Court of Common Pleas of Clearfield County, Pennsylvania. This Writ instructs the Sheriff of Clearfield County to sell at public sale real estate owned by the Defendants and located at the address of the premises as more particularly described in Clearfield Instrument No. 200120110 in order to satisfy the judgment in the amount of \$2,687,726.30 plus interest from March __, 2005 and the costs of suit. A copy of the description of the property to be sold is attached hereto.

NOTICE IS HEREBY GIVEN that said property will be sold by the Sheriff of Clearfield County at _____ .m. on _____, 2005 at the Clearfield County Court House, Clearfield, Pennsylvania 16830.

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC.

By 

Lawrence C. Bolla

PA I.D. #19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for Plaintiff, PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc.

Document #243437, v1

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

v.

NO. 2005-354 C.D.

VIJAY R. DESAI and MANJU DESAI,
Defendant

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described in accordance with the survey of Wilson Fisher, Jr., registered surveyor, dated October 13, 1999, as follows:

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Being designated as Tax Map No. 123-L7-783 in the Tax Assessment Office of Clearfield County, Pennsylvania.

Under and subject to a joint right of way to Tracydale Development Company, which is described as follows, to-wit:

Beginning at a point, said point being at an iron shaft corner of Truck Stops, Inc. in the Southerly right of way line of Highway Route No. 17052, at Station 179 + 00; thence by land of Tracydale Development Company, South 4 41" West, 770.00 feet to a point; thence North 85 19" West, 60.00 feet to a point; thence North 4 41' E 770 feet to a point in the Southerly right of way of Highway Route No. 17052; thence Easterly along said right of way line 60 feet to the point and place of beginning.

Being the same premises being conveyed to Vijay R. Desai by deed dated October 23, 2001 and recorded on December 14, 2001 in Clearfield County Instrument No. 200120109.

Being the same premises subject to an open-end mortgage, assignment of leases and rents and

security agreement between Vijay R. Desai and Manju Desai as "Mortgagors" and PMC Capital, Inc. as "Mortgagee" dated October 2001 and recorded in Clearfield County Instrument No. 200120110.

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Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

Document #243437, v1

PMC COMMERCIAL TRUST, as : IN THE COURT OF COMMON PLEAS
successor-in-interest by merger to : OF CLEARFIELD COUNTY,
PMC CAPITAL, INC., : PENNSYLVANIA
Plaintiff :
:
v. :
:
NO. 2005-354 C.D.
VIJAY R. DESAI and MANJU
DESAI,
Defendant

NOTICE OF SALE OF REAL PROPERTY

TO: BNY Trust
2 North LaSalle Street, Suite 1020
Chicago, IL 60602

Junior Lien Holder of record pursuant to Pennsylvania Rules of Civil Procedure 3129.2

NOTICE IS HEREBY GIVEN that following foreclosure in the above-matter, notice of which was sent to the Defendants, Plaintiff caused a Writ of Execution issued on the Defendants at the above number in the Court of Common Pleas of Clearfield County, Pennsylvania. This Writ instructs the Sheriff of Clearfield County to sell at public sale real estate owned by the Defendants and located at the address of the premises as more particularly described in Clearfield Instrument No. 200120110 in order to satisfy the judgment in the amount of \$2,687,726.30 plus interest from March 14, 2005 and the costs of suit. A copy of the description of the property to be sold is attached hereto.

NOTICE IS HEREBY GIVEN that said property will be sold by the Sheriff of Clearfield County at _____ .m. on _____, 2005 at the Clearfield County Court House, Clearfield, Pennsylvania 16830.

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC.

By 

Lawrence C. Bolla

PA I.D. #19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for Plaintiff, PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc.

Document #243437, v1

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

v.

NO. 2005-354 C.D.

VIJAY R. DESAI and MANJU DESAI,
Defendant

LEGAL DESCRIPTION

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Being designated as Tax Map No. 123-L7-783 in the Tax Assessment Office of Clearfield County, Pennsylvania.

Under and subject to a joint right of way to Tracydale Development Company, which is described as follows, to-wit:

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Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

Document #243437, v1

PMC COMMERCIAL TRUST, as : IN THE COURT OF COMMON PLEAS
successor-in-interest by merger to : OF CLEARFIELD COUNTY,
PMC CAPITAL, INC., : PENNSYLVANIA
Plaintiff :
:
v. :
:
NO. 2005-354 C.D.
VIJAY R. DESAI and MANJU
DESAI,
Defendant

NOTICE OF SALE OF REAL PROPERTY

TO: Clearfield Area School District
P.O. Box 710
438 River Road
Clearfield, PA 16830

Junior Lien Holder of record pursuant to Pennsylvania Rules of Civil Procedure 3129.2

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QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC.

By L. C. Bolla

Lawrence C. Bolla

PA I.D. #19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for Plaintiff, PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc.

Document #243437, v1

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

v.

VIJAY R. DESAI and MANJU DESAI,
Defendant

IN THE COURT OF COMMON PLEAS
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PENNSYLVANIA

NO. 2005-354 C.D.

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Being designated as Tax Map No. 123-L7-783 in the Tax Assessment Office of Clearfield County, Pennsylvania.

Under and subject to a joint right of way to Tracydale Development Company, which is described as follows, to-wit:

Beginning at a point, said point being at an iron shaft corner of Truck Stops, Inc. in the Southerly right of way line of Highway Route No. 17052, at Station 179 + 00; thence by land of Tracydale Development Company, South 4 41" West, 770.00 feet to a point; thence North 85 19" West, 60.00 feet to a point; thence North 4 41' E 770 feet to a point in the Southerly right of way of Highway Route No. 17052; thence Easterly along said right of way line 60 feet to the point and place of beginning.

Being the same premises being conveyed to Vijay R. Desai by deed dated October 23, 2001 and recorded on December 14, 2001 in Clearfield County Instrument No. 200120109.

Being the same premises subject to an open-end mortgage, assignment of leases and rents and

security agreement between Vijay R. Desai and Manju Desai as "Mortgagors" and PMC Capital, Inc. as "Mortgagee" dated October 2001 and recorded in Clearfield County Instrument No. 200120110.

Being the same premises subject to an Addendum to open-end mortgage wherein the name of the mortgagee was changed to PMC Commercial Trust as successor-in-interest by merger to PMC Capital, Inc.

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

Document #243437, v1

PMC COMMERCIAL TRUST, as : IN THE COURT OF COMMON PLEAS
successor-in-interest by merger to : OF CLEARFIELD COUNTY,
PMC CAPITAL, INC., : PENNSYLVANIA
Plaintiff :
:
v. :
:
NO. 2005-354 C.D.
VIJAY R. DESAI and MANJU
DESAI,
Defendant

NOTICE OF SALE OF REAL PROPERTY

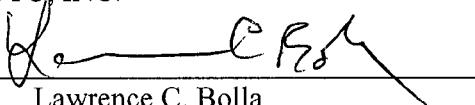
TO: Township of Lawrence
P.O. Box 508
Clearfield, PA 16830

Junior Lien Holder of record pursuant to Pennsylvania Rules of Civil Procedure 3129.2

NOTICE IS HEREBY GIVEN that following foreclosure in the above-matter, notice of which was sent to the Defendants, Plaintiff caused a Writ of Execution issued on the Defendants at the above number in the Court of Common Pleas of Clearfield County, Pennsylvania. This Writ instructs the Sheriff of Clearfield County to sell at public sale real estate owned by the Defendants and located at the address of the premises as more particularly described in Clearfield Instrument No. 200120110 in order to satisfy the judgment in the amount of \$2,687,726.30 plus interest from March __, 2005 and the costs of suit. A copy of the description of the property to be sold is attached hereto.

NOTICE IS HEREBY GIVEN that said property will be sold by the Sheriff of Clearfield County at _____ .m. on _____, 2005 at the Clearfield County Court House, Clearfield, Pennsylvania 16830.

QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC.

By 

Lawrence C. Bolla

PA I.D. #19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for Plaintiff, PMC Commercial Trust, as successor-in-interest by merger to PMC Capital, Inc.

Document #243437, v1

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff
:
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
:
:
V.
:
NO. 2005-354 C.D.
VIJAY R. DESAI and MANJU DESAI,
Defendant

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described in accordance with the survey of Wilson Fisher, Jr., registered surveyor, dated October 13, 1999, as follows:

Beginning at a found iron axle corner on the Southern right of way line of S.R. 879, said corner being the Northeastern corner of the property described herein; thence along land of Sapp Bros. Truck Stops, Inc. and land of Harbor Inns, Inc., South 0° 51' 13" West, a distance of 1134.45 feet to a found 1½ inch iron pipe on the Northern right of way line of Commonwealth of Pennsylvania, Interstate 80, said pipe being one foot North of the right of way fence; thence along said right of way line and one foot North of, as well as parallel to, the right of way fence the following courses and distances: North 77° 20' 43" West, 81.04 feet to a point; North 77° 02' 11" West, 178.64 feet to a point; North 77° 08' 24" West 64.44 feet to a point, North 79° 39' 13" West 120.98 feet to a point; North 84° 12' 39" West, 61.26 feet to a point, South 0° 56'36" West, 49.53 feet to a point; North 86° 36' 21 West, 26.06 feet to a set 3/4 iron rebar corner, thence along land of Harbor Inns, Inc. the following courses and distances: North 1° 13' 24" West, 565.00 feet to a set 3/4 iron rebar corner; South 88° 08' 39" East, 484.05 feet to a set 3/4" iron rebar corner; North 0° 51' 13" East, 530.27 feet to a set 3/4 iron rebar on the aforementioned Southern right of way line of S.R. 879; thence along said right of way line, by a curve to the right with a radius of 748.15 feet, the chord of which is, North 87° 18' 20" East, 60.12 feet to a found iron axle, the place of beginning.

Being designated as Tax Map No. 123-L7-783 in the Tax Assessment Office of Clearfield County, Pennsylvania.

Under and subject to a joint right of way to Tracydale Development Company, which is described as follows, to-wit:

Beginning at a point, said point being at an iron shaft corner of Truck Stops, Inc. in the Southerly right of way line of Highway Route No. 17052, at Station 179 + 00; thence by land of Tracydale Development Company, South 4 41" West, 770.00 feet to a point; thence North 85 19" West, 60.00 feet to a point; thence North 4 41' E 770 feet to a point in the Southerly right of way of Highway Route No. 17052; thence Easterly along said right of way line 60 feet to the point and place of beginning.

Being the same premises being conveyed to Vijay R. Desai by deed dated October 23, 2001 and recorded on December 14, 2001 in Clearfield County Instrument No. 200120109.

Being the same premises subject to an open-end mortgage, assignment of leases and rents and

security agreement between Vijay R. Desai and Manju Desai as "Mortgagors" and PMC Capital, Inc. as "Mortgagee" dated October 2001 and recorded in Clearfield County Instrument No. 200120110.

Being the same premises subject to an Addendum to open-end mortgage wherein the name of the mortgagee was changed to PMC Commercial Trust as successor-in-interest by merger to PMC Capital, Inc.

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

Document #243437, v1

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff
v.
VIJAY DESAI and MANJU DESAI,
Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
:
:
:
:
NO. 2005-354 C.D.
:

PRAECIPE FOR WRIT OF EXECUTION UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue a Writ of Execution upon a judgment entered by confession in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against Vijay Desai and Manju Desai, Defendants; and
- (3) against _____, Garnishee;
- (4) and index this Writ
 - (a) against Vijay Desai and Manju Desai, Defendants; and
 - (b) against _____, as Garnishee, as a *lis pendens* against real property of the Defendant in name of Garnishee as follows:

(5)	Amount due	\$1,736,447.44
	Interest due	\$445,494.17
	Prepayment Penalty	\$675,243.90
	Late fees	\$2,453.93
	Administrative Fee	\$100.00
	Collection/Attorney's Fee	\$127,986.97
	Costs to be added	\$
	TOTAL	\$2,687,726.30

FILED *Att'y pl*
11:32 AM 2005 20.00
APR 04 2005 *cc* *bw/bsw*
William A. Shaw *prop. deser.*
Prothonotary/Clerk of Courts to
Sheriff
60

Respectfully Submitted,

105.00 **Prothonotary costs**

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By


Lawrence C. Bolla

Pa. Id. No. 19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for Plaintiff, PMC Commercial Trust, as
successor-in-interest by merger to PMC Capital, Inc.

CERTIFICATION

I certify that

(a) This Praeclipe is based upon a judgment entered by confession, and

(Delete the four which are inapplicable)

(b) Notice has been served pursuant to Rule 2958.1 at least thirty days prior to the filing of this Praeclipe as evidenced by a return of service filed of record.

(c) Notice will be served at least thirty days prior to the date of the Sheriff's Sale of real property pursuant to Rule 2958.2.

(d) Notice will be served with the Writ of Execution pursuant to Rule 2958.3.

(e) Novice was served in connection with a prior execution on this judgment and, pursuant to Rule 2958.4(b), no further notice is required.

(f) Notice is not required under Rule 2956.1(c) because a petition to open or strike the judgment was previously filed.

QUINN, BUSECK, LEEMHUIS, TOOHEY
& KROTO, INC.

By 

Lawrence C. Bolla, Esquire
Pa Id. No. 19679
2222 West Grandview Boulevard
Erie, PA 16506
Phone (814) 833-2222
Attorneys for Plaintiff, PMC Commercial Trust,
as success-in-interest by merger to PMC Capital

Document #243738, v1

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

PMC Commercial Trust, as successor-in-interest
by merger to PMC Capital, Inc.

Vs.

NO.: 2005-00354-CD

COPY

Vijay Desai and
Manju Desai

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PMC COMMERCIAL TRUST, as successor-in-interest by merger to PMC CAPITAL, INC., Plaintiff(s) from VIJAY DESAI and MANJU DESAI, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached property description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:.....\$2,687,726.30
INTEREST due:.....\$445,494.17
PROTH. COSTS: \$
COLLECTION/ATTY'S FEES:...\$127,986.97
LATE FEES:.....\$2,453.93
DATE: 04/04/2005

PAID:.....\$105.00
SHERIFF: \$
OTHER COSTS: \$
PREPAYMENT PENALTY:...\$675,243.90
ADMINISTRATIVE FEE:.....\$100.00

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Lawrence C. Bolla
2222 West Grandview Boulevard
Erie, PA 16506-4508
(814) 833-2222

PMC COMMERCIAL TRUST, as : IN THE COURT OF COMMON PLEAS
successor-in-interest by merger to PMC : OF CLEARFIELD COUNTY,
CAPITAL, INC., : PENNSYLVANIA
Plaintiff :
:
v. :
: NO. 2005-354 C.D.
VIJAY R. DESAI and MANJU DESAI, :
Defendant

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described in accordance with the survey of Wilson Fisher, Jr., registered surveyor, dated October 13, 1999, as follows:

Beginning at a found iron axle corner on the Southern right of way line of S.R. 879, said corner being the Northeastern corner of the property described herein; thence along land of Sapp Bros. Truck Stops, Inc. and land of Harbor Inns, Inc., South 0° 51' 13" West, a distance of 1134.45 feet to a found 1 1/2 inch iron pipe on the Northern right of way line of Commonwealth of Pennsylvania, Interstate 80, said pipe being one foot North of the right of way fence; thence along said right of way line and one foot North of, as well as parallel to, the right of way fence the following courses and distances: North 77° 20' 43" West, 81.04 feet to a point; North 77° 02' 11" West, 178.64 feet to a point; North 77° 08' 24" West 64.44 feet to a point, North 79° 39' 13" West 120.98 feet to a point; North 84° 12' 39" West, 61.26 feet to a point, South 0° 56'36" West, 49.53 feet to a point; North 86° 36' 21 West, 26.06 feet to a set 3/4 iron rebar corner, thence along land of Harbor Inns, Inc. the following courses and distances: North 1° 13' 24" West, 565.00 feet to a set 3/4 iron rebar corner; South 88° 08' 39" East, 484.05 feet to a set 3/4" iron rebar corner; North 0° 51' 13" East, 530.27 feet to a set 3/4 iron rebar on the aforementioned Southern right of way line of S.R. 879; thence along said right of way line, by a curve to the right with a radius of 748.15 feet, the chord of which is, North 87° 18' 20" East, 60.12 feet to a found iron axle, the place of beginning.

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Being the same premises subject to an open-end mortgage, assignment of leases and rents and

security agreement between Vijay R. Desai and Manju Desai as "Mortgagors" and PMC Capital, Inc. as "Mortgagee" dated October 2001 and recorded in Clearfield County Instrument No. 200120110.

Being the same premises subject to an Addendum to open-end mortgage wherein the name of the mortgagee was changed to PMC Commercial Trust as successor-in-interest by merger to PMC Capital, Inc.

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

Document #243437, v1

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

V.

VIJAY DESAI and MANJU DESAI,
Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2005-354 C.D.

FILED 2cc
m/13261 Shff
APR 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE UNDER RULE 2958.2 OF JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANT'S RIGHTS

To: Vijay Desai
150 Hotel Heights, P.O. Box 688
I-80, Exit 19
Clearfield, PA 16830

A judgment in the amount of \$2,687,726.30 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 Court has issued a Writ of Execution which directs the Sheriff to levy upon and sell certain real property owned by you to pay the judgment. The Sheriff's Sale has been scheduled for _____, 2005 at _____.m.

You may have legal rights to defeat the judgment or to prevent or delay the Sheriff's Sale.

I. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT OR DELAY OF THE SHERIFF'S SALE PRIOR TO THE SHERIFF'S SALE OR YOU MAY LOSE YOUR RIGHTS.

II. 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.

PENNSYLVANIA LAWYERS' REFERRAL SERVICE

Pennsylvania Bar Association

100 South Street

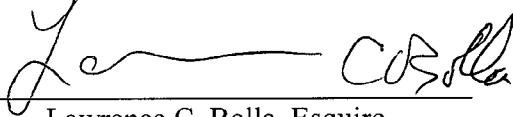
Harrisburg, PA 17101

Phone (800) 692-7375

Respectfully Submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By



Lawrence C. Bolla, Esquire

Pa. Id. No. 19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for PMC Commercial Trust, as
successor-in-interest by merger to PMC Capital,
Inc.

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

v.

VIJAY DESAI and MANJU DESAI,
Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

APR 04 2005

NO. 2005-354 C.D.

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE UNDER RULE 2958.2 OF JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANT'S RIGHTS

To: Manju Desai
150 Hotel Heights, P.O. Box 688
I-80, Exit 19
Clearfield, PA 16830

A judgment in the amount of \$2,687,726.30 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 Court has issued a Writ of Execution which directs the Sheriff to levy upon and sell certain real property owned by you to pay the judgment. The Sheriff's Sale has been scheduled for _____, 2005 at _____.m.

You may have legal rights to defeat the judgment or to prevent or delay the Sheriff's Sale.

I. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT OR DELAY OF THE SHERIFF'S SALE PRIOR TO THE SHERIFF'S SALE OR YOU MAY LOSE YOUR RIGHTS.

II. 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.

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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.

PENNSYLVANIA LAWYERS' REFERRAL SERVICE

Pennsylvania Bar Association

100 South Street

Harrisburg, PA 17101

Phone (800) 692-7375

Respectfully Submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By


Lawrence C. Bolla, Esquire

Pa. Id. No. 19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for PMC Commercial Trust, as
successor-in-interest by merger to PMC Capital,
Inc.

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff

v.

VIJAY DESAI and MANJU DESAI,
Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2005-354 C.D.

FILED
m 12:07 AM 06 wnts
JUN 08 2005 to Shff
William A. Shaw
Prothonotary/Clerk of Courts
CD

AMENDED PRAECIPE FOR WRIT OF EXECUTION UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue an Amended Writ of Execution upon a judgment entered by confession in the above matter.

This Amended Praecipe is being filed to correct a typographical error in the *breakdown* of the amount due only.

- (1) directed to the Sheriff of Clearfield County;
- (2) against Vijay Desai and Manju Desai, Defendants; and
- (3) against _____, Garnishee;
- (4) and index this Writ
 - (a) against Vijay Desai and Manju Desai, Defendants; and
 - (b) against _____, as Garnishee, as a *lis pendens* against real property of the Defendant in name of Garnishee as follows:

(5) Amount due	\$1,736,447.44
Interest due	\$145,494.17
Prepayment Penalty	\$675,243.90
Late fees	\$2,453.93
Administrative Fee	\$100.00
Collection/Attorney's Fee	\$127,986.97
Costs to be added	\$
TOTAL	\$2,687,726.30

Respectfully Submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By LCB

Lawrence C. Bolla

Pa. Id. No. 19679

2222 West Grandview Boulevard

Erie, PA 16506-4508

(814) 833-2222

Attorneys for Plaintiff, PMC Commercial Trust, as
successor-in-interest by merger to PMC Capital, Inc.

FILED

JUN 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

PMC Commercial Trust, as successor-in-interest
by merger to PMC Capital, Inc.

Vs.

NO.: 2005-00354-CD

COPY

Vijay Desai and
Manju Desai

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PMC COMMERCIAL TRUST, as successor-in-interest by merger to PMC CAPITAL, INC., Plaintiff(s) from VIJAY DESAI and MANJU DESAI, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached property description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL.....\$1,736,447.44
INTEREST due:.....\$145,494.17
PROTH. COSTS: \$
COLLECTION/ATTY'S FEES:...\$127,986.97
LATE FEES:.....\$2,453.93
DATE: 04/04/2005

PAID:.....\$105.00
SHERIFF: \$
OTHER COSTS: \$
PREPAYMENT PENALTY:...\$675,243.90
ADMINISTRATIVE FEE:.....\$100.00

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Lawrence C. Bolla
2222 West Grandview Boulevard
Erie, PA 16506-4508
(814) 833-2222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20134
NO: 05-354-CD

PLAINTIFF: PMC COMMERCIAL TRUST, AS SUCCESSOR-IN-INTEREST BY MERGER TO PMC CAPITAL, INC.
vs.
DEFENDANT: VIJAY R. DESAI AND MANJU DESAI

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/08/2005

LEVY TAKEN 06/10/2005 @ 1:50 PM

POSTED 06/10/2005 @ 1:50 PM

SALE HELD 08/05/2005

SOLD TO PMC ASSET HOLDING, LLC

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 09/15/2005

DATE DEED FILED 09/15/2005

PROPERTY ADDRESS 150 HOTEL HEIGHTS, P. O. BOX 688, I-80, EXIT 19 CLEARFIELD , PA 16830

SERVICES

06/10/2005 @ 1:50 PM SERVED MANJU DESAI

SERVED MANJU DESAI, DEFENDANT, AT HIS/HER RESIDENCE 150 HOTEL HEIGHTS, P. O. BOX 688, I-80 EXIT 19, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MANJU DESAI

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

06/10/2005 @ 1:50 PM SERVED VIJAY R. DESAI

SERVED VIJAY R. DESAI, DEFENDANT, AT HIS/HER RESIDENCE 150 HOTEL HEIGHTS, P. O. BOX 688, I-80 EXIT 19, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VIJAY R. DESAI

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

FILED
013:54 PM
SEP 15 2005
W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20134

NO: 05-354-CD

PLAINTIFF: PMC COMMERCIAL TRUST, AS SUCCESSOR-IN-INTEREST BY MERGER TO PMC CAPITAL, INC.
VS.

DEFENDANT: VIJAY R. DESAI AND MANJU DESAI

Execution REAL ESTATE

SHERIFF RETURN

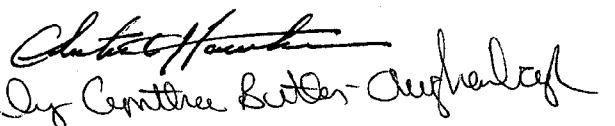
SHERIFF HAWKINS \$204.44

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

PMC Commercial Trust, as successor-in-interest
by merger to PMC Capital, Inc.

Vs.

NO.: 2005-00354-CD

Vijay Desai and
Manju Desai

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PMC COMMERCIAL TRUST, as successor-in-interest by merger to PMC CAPITAL, INC., Plaintiff(s) from VIJAY DESAI and MANJU DESAI, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See attached property description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL.....\$1,736,447.44

INTEREST due:.....\$145,494.17

PROTH. COSTS: \$

COLLECTION/ATTY'S FEES:...\$127,986.97

LATE FEES:.....\$2,453.93

DATE: 04/04/2005

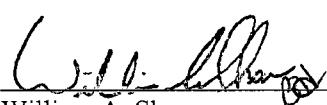
PAID:.....\$105.00

SHERIFF: \$

OTHER COSTS: \$

PREPAYMENT PENALTY:...\$675,243.90

ADMINISTRATIVE FEE:.....\$100.00



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 8th day
of June A.D. 2005
At 8:00 A.M. P.M.

Chester A. Hawkins
Sheriff By Cynthia Sutton, Deputy Sheriff

Requesting Party: Lawrence C. Bolla
2222 West Grandview Boulevard
Erie, PA 16506-4508
(814) 833-2222

PMC COMMERCIAL TRUST, as
successor-in-interest by merger to PMC
CAPITAL, INC.,
Plaintiff
v.
VIJAY R. DESAI and MANJU DESAI,
Defendant
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
NO. 2005-354 C.D.

LEGAL DESCRIPTION

All that certain piece or parcel of land situate in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, bounded and described in accordance with the survey of Wilson Fisher, Jr., registered surveyor, dated October 13, 1999, as follows:

Beginning at a found iron axle corner on the Southern right of way line of S.R. 879, said corner being the Northeastern corner of the property described herein; thence along land of Sapp Bros. Truck Stops, Inc. and land of Harbor Inns, Inc., South $0^{\circ} 51' 13''$ West, a distance of 1134.45 feet to a found 1½ inch iron pipe on the Northern right of way line of Commonwealth of Pennsylvania, Interstate 80, said pipe being one foot North of the right of way fence; thence along said right of way line and one foot North of, as well as parallel to, the right of way fence the following courses and distances: North $77^{\circ} 20' 43''$ West, 81.04 feet to a point; North $77^{\circ} 02' 11''$ West, 178.64 feet to a point; North $77^{\circ} 08' 24''$ West 64.44 feet to a point, North $79^{\circ} 39' 13''$ West 120.98 feet to a point; North $84^{\circ} 12' 39''$ West, 61.26 feet to a point, South $0^{\circ} 56' 36''$ West, 49.53 feet to a point; North $86^{\circ} 36' 21''$ West, 26.06 feet to a set 3/4 iron rebar corner, thence along land of Harbor Inns, Inc. the following courses and distances: North $1^{\circ} 13' 24''$ West, 565.00 feet to a set 3/4 iron rebar corner; South $88^{\circ} 08' 39''$ East, 484.05 feet to a set 3/4" iron rebar corner; North $0^{\circ} 51' 13''$ East, 530.27 feet to a set 3/4 iron rebar on the aforementioned Southern right of way line of S.R. 879; thence along said right of way line, by a curve to the right with a radius of 748.15 feet, the chord of which is, North $87^{\circ} 18' 20''$ East, 60.12 feet to a found iron axle, the place of beginning.

Being designated as Tax Map No. 123-L7-~~83~~⁸³ in the Tax Assessment Office of Clearfield County, Pennsylvania.

Under and subject to a joint right of way to Tracydale Development Company, which is described as follows, to-wit:

Beginning at a point, said point being at an iron shaft corner of Truck Stops, Inc. in the Southerly right of way line of Highway Route No. 17052, at Station 179 + 00; thence by land of Tracydale Development Company, South 4 41" West, 770.00 feet to a point; thence North 85 19" West, 60.00 feet to a point; thence North 4 41' E 770 feet to a point in the Southerly right of way of Highway Route No. 17052; thence Easterly along said right of way line 60 feet to the point and place of beginning.

Being the same premises being conveyed to Vijay R. Desai by deed dated October 23, 2001 and recorded on December 14, 2001 in Clearfield County Instrument No. 200120109.

Being the same premises subject to an open-end mortgage, assignment of leases and rents and

security agreement between Vijay R. Desai and Manju Desai as "Mortgagors" and PMC Capital, Inc. as "Mortgagee" dated October 2001 and recorded in Clearfield County Instrument No. 200120110.

Being the same premises subject to an Addendum to open-end mortgage wherein the name of the mortgagee was changed to PMC Commercial Trust as successor-in-interest by merger to PMC Capital, Inc.

Lawrence C. Bolla, Esquire
Pa. I.D. No. 19679
The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

Document #243437, v1

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MANJU DESAI NO. 05-354-CD

NOW, September 15, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on August 05, 2005, I exposed the within described real estate of Vijay R. Desai And Manju Desai to public venue or outcry at which time and place I sold the same to PMC ASSET HOLDING, LLC he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	1,736,447.44
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	2.00	FROM TO 08/05/2005	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	2.00	LATE CHARGES AND FEES	2,453.93
CSDS	15.00	COST OF SUIT-TO BE ADDED	
COMMISSION	10.00	FORECLOSURE FEES	
POSTAGE	0.00	ATTORNEY COMMISSION	128,086.97
HANDBILLS	4.44	REFUND OF ADVANCE	
DISTRIBUTION	15.00	REFUND OF SURCHARGE	
ADVERTISING	25.00	SATISFACTION FEE	40.00
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	15.00	PROPERTY INSPECTIONS	
DEED	30.00	INTEREST	145,494.17
ADD'L POSTING		MISCELLANEOUS	675,243.90
ADD'L MILEAGE		TOTAL DEBT AND INTEREST	\$2,687,766.41
ADD'L LEVY			
BID AMOUNT	1.00		
RETURNS/DEPUTIZE			
COPIES	15.00		
BILLING/PHONE/FAX	5.00		
CONTINUED SALES	5.00		
MISCELLANEOUS			
TOTAL SHERIFF COSTS	\$204.44		
DEED COSTS:			
ACKNOWLEDGEMENT	5.00	ADVERTISING	565.30
REGISTER & RECORDER	31.50	TAXES - COLLECTOR	
TRANSFER TAX 2%	0.00	TAXES - TAX CLAIM	
		DUE	
TOTAL DEED COSTS	\$31.50	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	31.50
		SHERIFF COSTS	204.44
		LEGAL JOURNAL COSTS	288.00
		PROTHONOTARY	105.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,339.24

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

PMC COMMERCIAL TRUST, as successor-in-§ IN THE COURT OF COMMON PLEAS
 interest by merger to PMC CAPITAL, INC. § OF CLEARFIELD COUNTY,
 Plaintiff, § PENNSYLVANIA
 §
 v. § NO. 2005-354-C.D.
 §
 VIJAY R. DESAI AND MANJU DESAI §
 §
 Defendants. §
 §
 §

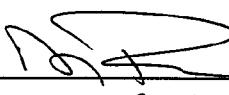
FILED Atty pd.
M12 2006 7.00
 AUG 14 2006 2CC
 Atty Gutierrez
 William A. Shaw
 Prothonotary/Clerk of Courts
 6P

RELEASE OF JUDGMENT LIEN

Any and all judgments or other liabilities entered against Defendants Vijay R. Desai and Manju Desai in the above entitled causes of action are hereby RELEASED by Plaintiff PMC Commercial Trust.

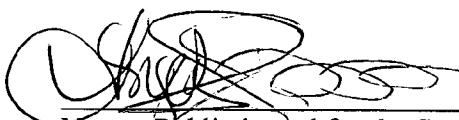
Plaintiff and Defendants entered into a settlement agreement and Plaintiff acknowledges full satisfaction and payment pursuant to such settlement agreement in full satisfaction of any and all judgments or other liabilities and liens based on any and all judgment, personally and upon any property of Defendants.

PMC COMMERCIAL TRUST

By: 
 Name: Andrew S. Rosemore
 Title: Executive Vice President

State of Texas §
 §
 County of Collin §

BEFORE ME, the undersigned authority, on the 20th day of July 2006, personally appeared Andrew S. Rosemore, the Executive Vice President of PMC Commercial Trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed as the act and deed of PMC Commercial Trust in the capacity stated herein, and with complete authority to execute the foregoing instrument

Notary Public in and for the State of Texas



ATTORNEYS + COUNSELORS

DIRECT NUMBER
210.554.5439

EMAIL ADDRESS
JGUTIERREZ@COXSMITH.COM

August 9, 2006

Mr. William Shaw
Prothonotary
Court of Common Pleas
Clearfield County
230 East Market Street
Clearfield, PA 16830

U.S. MAIL

Re: Cause No. 05-354-CD, PMC Commercial Trust, as Successor-in - Interest by
Merger to PMC Capital, Inc. v. Vijay R. Desai and Manju Desai

Dear Mr. Shaw:

We represent the V&S Desai Family Limited Partnership. Pursuant to our telephone conversation, enclosed is an original and two copies of the Release of Judgment Lien to be filed in this case. PMC Commercial Trust executed this document pursuant to a compromise and settlement agreement in its lawsuit against our client, V&S Desai Family Limited Partnership. Also enclosed is our firm check no. 54845 dated August 9, 2006, in the amount of \$7.00, payable to Prothonotary. Please file the original Release and return a file-stamped copy to me in the enclosed self-addressed stamped envelope.

PMC Commercial Trust's attorney is Mr. Ken Hill, Quilling, Selander, Cummiskey & Lownds, P.C., 2001 Bryan Street, Suite 1800, Dallas, Texas 75201. Mr. Hill's phone number is (214) 871-2100.

Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Javier Gutierrez'.

J. Javier Gutierrez

Encl

ic: James M. (Marty) Truss (w/o encl)

112 EAST PECAN STREET
SUITE 1800
SAN ANTONIO, TEXAS 78205-1521
TEL: 210.554.5500
FAX: 210.226.8395

WWW.COXSMITH.COM

AUSTIN
DALLAS
MCALLEN
SAN ANTONIO
931951.1

Cox Smith Matthews
INCORPORATED

Mr. William Shaw
August 9, 2006
Page 2

cc: Mr. Ken Hill (w/encl)
Quilling, Selander, Cummiskey & Lownds, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201

VIA FACSIMILE