

2005-778-CD  
S&T Bank vs. S. Fairman, et al

2005-778-CD  
S&T Bank vs. Scott Fairman et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 778 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: CONFESSION OF  
SCOTT D. FAIRMAN and GAIL L. : JUDGMENT  
FAIRMAN :  
Defendants. : TYPE OF PLEADING: COMPLAINT  
: FILED ON BEHALF OF: S&T BANK  
: Plaintiff  
: COUNSEL OF RECORD FOR THIS PARTY:  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: (814) 371-5800  
:

FILED Atty pd. 85.00  
01/23/05  
MAY 27 2005 ICC Notice  
to Defs.  
B6D  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to  
Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
Plaintiff, :  
vs. : No. 05 - \_\_\_\_\_ C.D.  
: :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. :

**C O M P L A I N T**

NOW, comes Plaintiff, S&T BANK, by its attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint pursuant to Pennsylvania Rule of Civil Procedure No. 2951(b) for Judgment by Confession and avers the following:

1. The Plaintiff, S&T BANK, is a banking corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, with an office located at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.
2. Defendants, SCOTT D. FAIRMAN and GAIL L. FAIRMAN, are individuals who are husband and wife, whose last known address is R.R. #3, Box 251, DuBois, Clearfield County, Pennsylvania 15801.
3. Attached hereto and made a part hereof as Exhibit "A" is a true and correct copy of

the original instrument designated as "Promissory Note", authorizing confession of judgment, for a Commercial Loan, Account No. 368-02000058244 - Loan No. 07591, which Promissory Note was dated March 30, 1999, and made by SCOTT D. FAIRMAN and GAIL L. FAIRMAN, the above-named Defendants, in favor of S&T BANK in the principal amount of ONE HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$152,000.00), with the initial rate of interest of 5.000%, with the borrowers to make regular payments in accordance with the terms more particularly set forth therein.

4. Attached hereto and made a part hereof as Exhibit "B" is a true and correct copy of the original instrument designated "Change in Terms Agreement" setting forth certain changes to the above-set forth loan, one of which was to reduce the principal amount of the above-set forth loan to ONE HUNDRED THIRTEEN THOUSAND TWO HUNDRED EIGHTEEN DOLLARS and SEVENTY-FOUR CENTS (\$113,218.74).

5. The Defendants, SCOTT D. FAIRMAN and GAIL L. FAIRMAN, each executed a Disclosure for Confession of Judgment document with regard to said loan, dated March 30, 1999, true and correct copies of the original instruments being attached hereto and made a part hereof as Exhibit "C" and Exhibit "D" respectively, which documents authorize confession of judgment on the unpaid balance of indebtedness as more particularly set forth therein.

6. Default was made by Defendants in the payment of the installment of ONE HUNDRED FOUR DOLLARS and SEVENTEEN CENTS (\$104.17) due on February 1, 2005; the payment of ONE THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS and FIFTY-NINE CENTS (\$1,449.59) due on March 1, 2005; and the payment of all subsequent install-

ments, whereby, under the attached instruments, the entire sum is in default and immediately due and payable.

7. That the attached instruments designated as Exhibits "A", "B", "C" and "D" have not been assigned.

8. Contrary to the terms and provisions of the written instruments, Defendants have failed and/or refused to make payments when due and failed to perform promptly at the time and strictly in the manner provided in the Note and Change in Terms Agreement, which are attached hereto and made a part hereof as Exhibits "A" and "B" respectively, all of which constitutes a default under the instruments, and Plaintiff exercises its option to declare the entire balance of the instruments immediately due and payable.

9. Consequently, the Defendants are liable to the Plaintiff as follows:

|                                             |               |
|---------------------------------------------|---------------|
| (a) Unpaid principal balance of instruments | \$63,953.68   |
| (b) Unpaid interest due                     | 971.17        |
| (c) Late charges                            | 507.36        |
| (d) Other fees                              | 315.00        |
| (e) Attorney's collection fee               | <u>500.00</u> |
|                                             |               |
| Total                                       | \$66,247.21   |
| (f) Plus interest from May 19, 2005         | _____         |

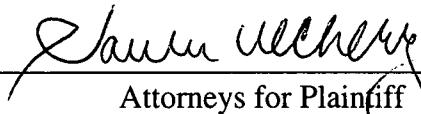
10. Judgment has not been entered on the attached instruments in any jurisdiction.

11. By reason of Defendants' default and authority to confess judgment granted in said instruments, Plaintiff is entitled to a judgment against Defendants in the amount of SIXTY-SIX

THOUSAND TWO HUNDRED FORTY-SEVEN DOLLARS and TWENTY-ONE CENTS  
(\$66,247.21), plus interest from May 19, 2005.

WHEREFORE, Plaintiff demands judgment in the sum of SIXTY-SIX THOUSAND  
TWO HUNDRED FORTY-SEVEN DOLLARS and TWENTY-ONE CENTS (\$66,247.21),  
plus interest from May 19, 2005, as authorized by the warrant of attorney appearing in the  
attached instruments.

GLEASON, CHERRY AND CHERRY, L.L.P.

By   
\_\_\_\_\_  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
Plaintiff, :  
vs. : No. 05 - \_\_\_\_\_ C.D.  
: :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. :

VERIFICATION

Understanding that false statements made in this Verification are subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities, I verify that I am the Vice President of S&T BANK, the Plaintiff in the above-captioned matter, that I am authorized to make this Verification on Plaintiff's behalf, and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

S&T BANK:

By 

Robert R. French, Vice President

Dated: 5-26, 2005

**CERTIFICATE OF ADDRESS**

I hereby certify that the post office address of Plaintiff, S&T BANK, is 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824, and that the last known address of Defendants, SCOTT D. FAIRMAN and GAIL L. FAIRMAN, is R.R. #3, Box 251, DuBois, Pennsylvania 15801.

GLEASON, CHERRY AND CHERRY, L.L.P.

By Saula Ulchene  
Attorneys for Defendants

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

S&T BANK, :  
                    Plaintiff, :  
vs.                    : No. 05 - 778 C.D.  
                    : :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
                    Defendants. :  
                    :

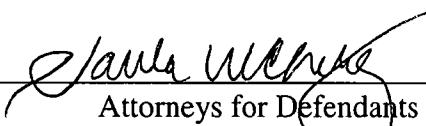
**CONFESSTION OF JUDGMENT**

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint filed in this Action, I appear for the Defendants and confess judgment in favor of the Plaintiff and against Defendants as follows:

|                                            |               |
|--------------------------------------------|---------------|
| (a) Unpaid principal balance of instrument | \$63,953.68   |
| (b) Unpaid interest due                    | 971.17        |
| (c) Late charges                           | 507.36        |
| (d) Other fees                             | 315.00        |
| (e) Attorney's collection fee              | <u>500.00</u> |
| Total                                      | \$66,247.21   |
| (f) Plus interest from May 19, 2005        | _____         |

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Attorneys for Defendants

Judgment entered as above May 27, 2005

  
Prothonotary



## PROMISSORY NOTE

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** SCOTT D. FAIRMAN  
GAIL L. FAIRMAN  
RR 3 BOX 261  
DUBOIS, PA 15801-8836

**Lender:** S&T BANK  
DUBOIS REGIONAL OFFICE  
614 LIBERTY BLVD  
DUBOIS, PA 15801

**Principal Amount:** \$152,000.00

**Interest Rate:** 5.000%

**Date of Note:** March 30, 1999

**PROMISE TO PAY.** SCOTT D. FAIRMAN and GAIL L. FAIRMAN ("Borrower") promise to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Fifty Two Thousand & 00/100 Dollars (\$152,000.00), together with interest at the rate of 5.000% per annum on the unpaid principal balance from March 30, 1999, until paid in full.

**PAYMENT.** Borrower will pay this loan in 84 payments of \$2,154.39 each payment. Borrower's first payment is due May 1, 1999, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on April 1, 2006, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

**LATE CHARGE.** If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$20.00, whichever is greater.

**DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any of the events described in this default section occurs with respect to any guarantor of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (i) Lender in good faith deems itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the interest rate on this Note 3.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of INDIANA County, the Commonwealth of Pennsylvania. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to: Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by, in addition to any other collateral, a Mortgage dated March 30, 1999, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**ADDITIONAL DEFAULT PROVISION (HIGHLY ERODIBLE LAND AND WETLAND CONVERSION).** Borrower recognizes that the loan described in this Note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to prairie or to make possible the production of an agricultural commodity, subject to 7 CFR Part 1940, Subject G, Exhibit M.

**LOAN TERM AND INTEREST RATE.** The term of this loan shall be for 84 months. The interest rate shall be 9.000% fixed, with 4.000% interest assistance. However, the interest rate charged to the Borrower shall be subject to an annual analysis for compliance to conditions as set forth in Form FmHA 1980-84, "Interest Assistance Agreement". The rate of interest assistance charged to the Borrower, shall be adjusted annually based on results as provided in the analysis of the Borrower's need for interest assistance.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION, OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

SCOTT D. FAIRMAN

GAIL L. FAIRMAN

Signed, acknowledged and delivered in the presence of:

Witness K. C.

Witness



## CHANGE IN TERMS AGREEMENT

| Principal<br>\$113,218.74 | Loan Date<br>03-01-2009 | Maturity<br>03-01-2009 | Loan No<br>07591 | Cell | Collateral | Account<br>2000055244 | Officer<br>336 | Initials<br> |
|---------------------------|-------------------------|------------------------|------------------|------|------------|-----------------------|----------------|--------------|
|---------------------------|-------------------------|------------------------|------------------|------|------------|-----------------------|----------------|--------------|

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** SCOTT D. FAIRMAN  
GAIL L. FAIRMAN  
RR 3 BOX 251  
DuBOIS, PA 15801-8836

**Lender:** S&T BANK  
DuBOIS REGIONAL OFFICE  
614 LIBERTY BLVD  
DuBOIS, PA 15801

**Principal Amount:** \$113,218.74

**Date of Agreement:** April 1, 2001

**DESCRIPTION OF EXISTING INDEBTEDNESS.** A Promissory Note dated March 30, 1999, in the original principal amount of One Hundred Fifty Two Thousand & 00/100 Dollars (\$152,000.00), together with a fixed interest rate of 5.000% per annum and a maturity date of April 1, 2006 2000.

**DESCRIPTION OF COLLATERAL.**

Agricultural Security Agreement and UCC's filed on all inventory, chattel paper, accounts, equipment, general intangibles, farm products, livestock and farm equipment.

A Mortgage dated March 30, 1999, and recorded in the Clearfield County Recorder's Office as Instrument number 199905054.

**DESCRIPTION OF CHANGE IN TERMS.**

Extend maturity date to March 1, 2009.

The modified repayment schedule is fully described below in the Payment section.

**PROMISE TO PAY.** SCOTT D. FAIRMAN and GAIL L. FAIRMAN ("Borrower") promise to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Thirteen Thousand Two Hundred Eighteen & 74/100 Dollars (\$113,218.74), together with interest at the rate of 5.000% per annum on the unpaid principal balance from April 1, 2001, until paid in full.

**PAYMENT.** Borrower will pay this loan in 95 payments of \$1,449.59 each payment. Borrower's first payment is due May 1, 2001, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on March 1, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The annual interest rate for this Agreement is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

**LATE CHARGE.** If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$20.00, whichever is greater.

**DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Agreement or any agreement related to this Agreement, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any of the events described in this default section occurs with respect to any guarantor of this Agreement. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (i) Lender in good faith deems itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the interest rate on this Agreement 3.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Agreement, interest will continue to accrue on this Agreement after judgment at the existing interest rate provided for in this Agreement. This Agreement has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of INDIANA County, the Commonwealth of Pennsylvania. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Agreement against any and all such accounts.

**CONTINUING VALIDITY.** Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's

right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

**MISCELLANEOUS PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several. If any portion of this Agreement is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Agreement.

**CONFESION OF JUDGMENT.** BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS AGREEMENT, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE AGREEMENT.

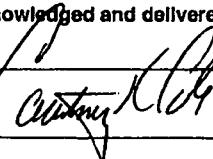
THIS AGREEMENT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

 (SEAL)  
SCOTT D. FAIRMAN

 (SEAL)  
GAIL L. FAIRMAN

Signed, acknowledged and delivered in the presence of:

Witness   
 Witness 

## **DISCLOSURE FOR CONFESSION OF JUDGMENT**

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** SCOTT D. FAIRMAN  
GAIL L. FAIRMAN  
RR 3 BOX 251  
DUBOIS, PA 15001-8435

**Lender: S&T BANK  
DUBOIS REGIONAL OFFICE  
614 LIBERTY BLVD  
DUBOIS, PA 15801**

## **DISCLOSURE FOR CONFESSION OF JUDGMENT**

I AM EXECUTING, THIS 30<sup>th</sup> DAY OF MARCH, 1999, A PROMISSORY NOTE FOR \$162,000.00 OBLIGATING  
ME TO REPAY THAT AMOUNT.

A. I UNDERSTAND THAT THE NOTE CONTAINS A CONFESSION OF JUDGMENT PROVISION THAT WOULD PERMIT LENDER TO ENTER JUDGMENT AGAINST ME IN COURT, AFTER A DEFAULT ON THE NOTE, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. HOWEVER, LENDER MUST PROVIDE NOTICE TO ME UNDER APPLICABLE LAW IN EXECUTING ANY CONFESSED JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW.

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

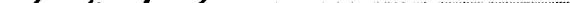
**INITIALS**

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.
2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCUSSION HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

**AFFIANT:**

X  (SEAL)

Signed, acknowledged and delivered in the presence of:

*Witness 1/10*  
X *Witness 1/10*  
X *Witness 1/10*  
X *Witness 1/10*  
X *Witness 1/10*

# DISCLOSURE FOR CONFESSION OF JUDGMENT

|                                                                                                                                             |            |                              |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------|------------------|
| DISCLOSURE FOR CONFESSION OF JUDGMENT                                                                                                       | LOAN NO.   | CFI CONFIDENTIAL INFORMATION | SHIPPING ADDRESS |
| SCOTT D. FAIRMAN                                                                                                                            | 1234567890 | 1234567890                   | 1234567890       |
| References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. |            |                              |                  |

Borrower: SCOTT D. FAIRMAN  
GAIL L. FAIRMAN  
RR 3 BOX 251  
DUBOIS, PA 15801-8836

Lender: S&T BANK  
DUBOIS REGIONAL OFFICE  
614 LIBERTY BLVD  
DUBOIS, PA 15801

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 30th DAY OF MARCH, 1999, A PROMISSORY NOTE FOR \$152,000.00 OBLIGATING ME TO REPAY THAT AMOUNT.

A. I UNDERSTAND THAT THE NOTE CONTAINS A CONFESSION OF JUDGMENT PROVISION THAT WOULD PERMIT LENDER TO ENTER JUDGMENT AGAINST ME IN COURT, AFTER A DEFAULT ON THE NOTE, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. HOWEVER, LENDER MUST PROVIDE NOTICE TO ME UNDER APPLICABLE LAW IN EXECUTING ANY CONFESSIONED JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW.

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

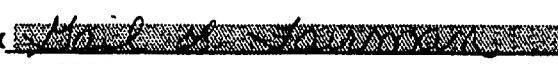
       1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.

GLF 2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

AFFIANT:

X  (SEAL)  
GAIL L. FAIRMAN

Signed, acknowledged and delivered in the presence of:

X   
Witness

X   
Witness

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

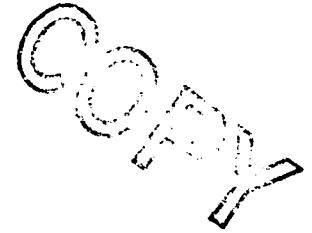
S&T BANK, :  
Plaintiff, :  
vs. : No. 05 - 778- C.D.  
: :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. :  
:

NOTICE is given that a judgment in the above-captioned matter has been entered  
against you in the amount of SIXTY-SIX THOUSAND TWO HUNDRED FORTY-SEVEN  
DOLLARS and TWENTY-ONE CENTS (\$66,247.21), plus interest from May 19, 2005, on  
May 27, 2005.

WILLIAM A. SHAW, PROTHONOTARY:

By William A. Shaw  
Deputy

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



S & T Bank  
Plaintiff(s)

No.: 2005-00778-CD

Real Debt: \$66,247.21

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Scott D. Fairman  
Gail L. Fairman  
Defendant(s)

Entry: \$85.00

Instrument: Confession of Judgment

Date of Entry: May 27, 2005

Expires: May 27, 2010

Certified from the record this 27th day of May, 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

CIVIL ACTION

S&T BANK, : No. 05 - 778 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: CONFESSION OF  
SCOTT D. FAIRMAN and GAIL L. : JUDGMENT  
FAIRMAN :  
Defendants. : TYPE OF PLEADING: NOTICE UNDER  
: RULE 2958.1 OF CONFESSED JUDGMENT  
: AND EXECUTION THEREON  
: FILED ON BEHALF OF: S&T BANK  
: Plaintiff  
: COUNSEL OF RECORD FOR THIS PARTY:  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: (814) 371-5800  
:  
:

FILED

JUN 24 2005  
012106 60  
William A. Shaw  
Prothonotary/Clerk of Courts

3 Cents to Post

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
                    Plaintiff, :  
vs.                    :                    No. 05 - 778 C.D.  
                    :                    :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN,            :                    :  
                    Defendants. :  
                    :

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

**NOTICE OF DEFENDANT'S RIGHTS**

TO: SCOTT D. FAIRMAN              and              GAIL L. FAIRMAN  
R.R. #3, Box 251                                      R.R. #3, Box 251  
DuBois, PA 15801                                      DuBois, PA 15801

A judgment in the amount of SIXTY-SIX THOUSAND TWO HUNDRED FORTY-SEVEN DOLLARS and TWENTY-ONE CENTS (\$66,247.21) 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 YOU  
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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By James Cherry  
Attorneys for Plaintiff  
P.O. Box 505  
One North Franklin Street  
DuBois, PA 15801-0505

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100587  
NO: 05-778-CD  
SERVICE # 1 OF 2  
NOTICE UNDER RULE 2958.1 OF CONFESSED

JUDGMENT

PLAINTIFF: S&T BANK  
vs.  
DEFENDANT: SCOTT D. FAIRMAN and GAIL L. FAIRMAN

**SHERIFF RETURN**

---

NOW, July 08, 2005 AT 9:20 AM SERVED THE WITHIN NOTICE UNDER RULE 2958.1 OF CONFESSED JUDGMENT ON SCOTT D. FAIRMAN DEFENDANT AT RR#3 BOX 251, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SCOTT D. FAIRMAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE UNDER RULE 2958.1 OF CONFESSED JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED  
019:41:61  
AUG 24 2005  
m

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100587  
NO: 05-778-CD  
SERVICE # 2 OF 2  
NOTICE UNDER RULE 2958.1 OF CONFESSED

JUDGMENT

PLAINTIFF: S&T BANK

vs.

DEFENDANT: SCOTT D. FAIRMAN and GAIL L. FAIRMAN

SHERIFF RETURN

---

NOW, July 08, 2005 AT 9:20 AM SERVED THE WITHIN NOTICE UNDER RULE 2958.1 OF CONFESSED JUDGMENT ON GAIL L. FAIRMAN DEFENDANT AT RR#3 BOX 251, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SCOTT FAIRMAN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE UNDER RULE 2958.1 OF CONFESSED JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100587  
NO: 05-778-CD  
SERVICES 2  
NOTICE UNDER RULE 2958.1 OF CONFESSED

JUDGMENT

PLAINTIFF: S&T BANK  
VS.  
DEFENDANT: SCOTT D. FAIRMAN and GAIL L. FAIRMAN

**SHERIFF RETURN**

---

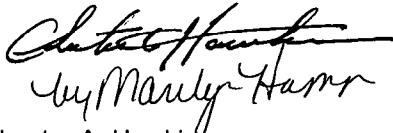
RETURN COSTS

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | GLEASON | 10217   | 20.00  |
| SHERIFF HAWKINS | GLEASON | 10217   | 39.76  |

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,



*Chester A. Hawkins*  
*by Marilyn Harr*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 778 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: EXECUTION ON  
SCOTT D. FAIRMAN and GAIL L. : CONFESSED JUDGMENT  
FAIRMAN, :  
Defendants. : TYPE OF PLEADING: PRAECIPE FOR  
: WRIT OF EXECUTION UPON A  
: CONFESSED JUDGMENT  
: FILED ON BEHALF OF: S&T BANK  
: Plaintiff  
: COUNSEL OF RECORD FOR THIS PARTY:  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: (814) 371-5800  
:

FILED *cc 6 wnts*  
*03:47pm to Shff*  
*SEP 02 2005 4th pd.*

William A. Shaw  
Prothonotary/Clerk of Courts *EP* *20.00*

Praeclipe for Writ of Execution - Money Judgments.  
Upon a Confessed Judgment

S&T BANK, Plaintiff, } IN THE COURT OF COMMON PLEAS  
vs. } OF CLEARFIELD COUNTY, PENNSYLVANIA.  
SCOTT D. FAIRMAN and GAIL L. } NO. 05 - 778 C.D. Term, 19  
FAIRMAN, Defendants.

PRAECLYPE FOR WRIT OF EXECUTION  
UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue writ of execution in the above matter upon a judgment entered by confession

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property Defendants' cattle, farm equipment, and personal property of defendant(s) and
- (3). against the following property in the hands of (name) garnishee;
- (4). and index this writ
  - (a) against SCOTT D. FAIRMAN and GAIL L. FAIRMAN, defendant(s) and
  - (b) against , as garnishee, as a lis pendens against real property of the defendant(s) in name of garnishee as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$ 66,247.21

Interest from May 19, 2005, at the daily rate of \$8.391 \$

Costs (to be added) \$ Prothonotary costs \$ 105.00

GLEASON, CHERRY AND CHERRY, L.L.P.:

By *Paula McHenry* Attorney for Plaintiff(s)

No. 05 - 778 C.D. Term, 19  
No. Term, 19  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

S&T BANK,

vs.  
Plaintiff,

SCOTT D. FAIRMAN and GAIL L.

FAIRMAN,

Defendants.

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT  
Interest from 5/19/05

Prothonotary - - - 105.00

Use Attorney - -

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - -

GIBSON, CHERRY AND CHERRY, L.L.P.:

By *Paula McElroy*  
Attorney for Plaintiff(s)

RECEIVED WRIT THIS ..... day

of ..... A. D., 19 .....,  
at ..... M.  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
                    Plaintiff, :  
vs.                    :                    No. 05 - 778 C.D.  
                    :                    :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN,            :                    :  
                    Defendants. :  
                    :  
                    :

**CERTIFICATION**

I certify that

(a) this Praeclipe is based upon a Judgment entered by confession, and  
(b) Notice has been served pursuant to Rule 2958.1 at least thirty (30) days prior to the  
filing of this Praeclipe as evidenced by a Return of Service filed of record by the Sheriff of  
Clearfield County, Pennsylvania.

GLEASON, CHERRY AND CHERRY, L.L.P:

Dated: September 2, 2005

By Shawn Cherry  
Attorneys for Plaintiff



**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, Plaintiff, :  
vs. : No. 05 - 778 C.D.  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, Defendants. :  
:

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights.  
If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:  
(1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemptions, you may lose some of

your property.

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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ex. 5982

## WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF CLEARFIELD )

To satisfy the judgment, interest and costs against SCOTT D. FAIRMAN and GAIL L. FAIRMAN, defendants

(1) you are directed to levy upon the property of the defendant and to sell his interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_  
as garnishee, \_\_\_\_\_ (Name of Garnishee)

(Specifically describe property)  
and to notify the garnishee that

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

(3) if property of the Defendants 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 that he has been added as a garnishee and is enjoined as above stated.

|                                            |               |
|--------------------------------------------|---------------|
| (a) Unpaid principal balance of instrument | \$63,953.68   |
| (b) Unpaid interest due                    | 971.17        |
| (c) Late charges                           | 507.36        |
| (d) Other fees                             | 315.00        |
| (e) Attorney's collection fee              | <u>500.00</u> |
|                                            | \$66,247.21   |

(f) Costs and additional interest to be added

**Prothonotary costs** 105.00

WILLIAM A. SHAW, PROTHONOTARY:

By 9/21/05  
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL ACTION

S&T BANK,  
vs.  
SCOTT D. FAIRMAN and GAIL L.  
FAIRMAN,  
Defendants.

Plaintiff,  
TYPE OF CASE: EXECUTION ON  
CONFESSED JUDGMENT  
TYPE OF PLEADING: AFFIDAVIT  
FILED ON BEHALF OF: S&T BANK  
Plaintiff  
COUNSEL OF RECORD FOR THIS PARTY:  
PAULA M. CHERRY, ESQ.  
Supreme Court No.: 36023  
GLEASON, CHERRY AND CHERRY, L.L.P.  
Attorneys at Law  
One North Franklin Street  
P.O. Box 505  
DuBois, PA 15801-0505  
(814) 371-5800

FILED NO  
3:42-B-1 cc  
SEP 02 2005 (GK)

William A. Shaw  
Prothonotary/Clerk of Courts

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

|                              |             |   |                   |
|------------------------------|-------------|---|-------------------|
| S&T BANK,                    | Plaintiff,  | : |                   |
| vs.                          |             | : | No. 05 - 778 C.D. |
| SCOTT D. FAIRMAN and GAIL L. |             | : |                   |
| FAIRMAN,                     |             | : |                   |
|                              | Defendants. | : |                   |

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY, Attorney for S&T BANK, Plaintiff, who, being duly sworn according to law, deposes and says that the last known address of the above-named Defendant, SCOTT D. FAIRMAN, is R.R. #3, Box 251, DuBois (Clearfield County), Pennsylvania 15801; and that the last known address of the above-named Defendant, GAIL L. FAIRMAN, is R.R. #3, Box 251, DuBois (Clearfield County), Pennsylvania 15801.

Further deponent saith not.

Paula M. Cherry

Sworn to and subscribed before me this 2<sup>nd</sup> day of September, 2005.

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20220  
NO: 05-778-CD

PLAINTIFF: S & T BANK

vs.

DEFENDANT: SCOTT D. FAIRMAN AND GAIL L. FAIRMAN

Execution PERSONAL PROPERTY

**SHERIFF RETURN**

DATE RECEIVED WRIT: 09/06/2005

LEVY TAKEN 10/04/2005 @ 1:57 PM

POSTED 10/24/2005 @ 11:30 AM

SALE HELD 11/18/2005

SOLD TO GLEASON, CHERRY & CHERRY LLP

SOLD FOR AMOUNT \$5,252.32 PLUS COSTS

WRIT RETURNED 03/06/2006

DATE DEED FILED **NOT SOLD**

**FILED**  
07/05/2006  
MAR 06 2006  
WAN  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

10/04/2005 @ 1:57 PM SERVED SCOTT D. FAIRMAN

SERVED SCOTT D. FAIRMAN, DEFENDANT, AT HIS RESIDENCE 1099 JUNIATA STREET, EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT D. FAIRMAN

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

10/04/2005 @ 1:57 PM SERVED GAIL L. FAIRMAN

SERVED GAIL L. FAIRMAN, DEFENDANT, AT HER RESIDENCE 1099 JUNIATA STREET EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT D. FAIRMAN, HUSBAND/DEFENDANT

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

10/24/2005 @ 11:30 AM SERVED SCOTT D. FAIRMAN

SERVED SCOTT D. FAIRMAN, DEFENDANT, AT HIS EMPLOYMENT RR #3, BOX 251 POSSIBLE 911, 1099 JUNIATA ST. EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT D. FAIRMAN,

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

10/24/2005 @ 11:30 AM SERVED GAIL L. FAIRMAN

SERVED GAIL L. FAIRMAN, DEFENDANT, AT HER PLACE OF EMPLOYMENT, RR #3, BOX 251 POSSIBLE 911, 1099 JUNIATA ST. EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT D. FAIRMAN, HUSBAND/DEFENDANT

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, NOVEMBER 17, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE DUE TO THE FACT THE DEFENDANTS CURED THEIR DEFAULT FOR THE AMOUNT OF \$5,252.32.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20220  
NO: 05-778-CD

PLAINTIFF: S & T BANK

VS.

DEFENDANT: SCOTT D. FAIRMAN AND GAIL L. FAIRMAN

Execution PERSONAL PROPERTY

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$267.82

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by Courtney Bitter-Augustine  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

|                              |             |   |                   |
|------------------------------|-------------|---|-------------------|
| S&T BANK,                    | Plaintiff,  | : |                   |
| vs.                          |             | : | No. 05 - 778 C.D. |
| SCOTT D. FAIRMAN and GAIL L. |             | : |                   |
| FAIRMAN,                     | Defendants. | : |                   |

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights.  
If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:  
(1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemptions, you may lose some of

your property.

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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ex. 5982

## WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS.

To satisfy the judgment, interest and costs against SCOTT D. FAIRMAN  
and GAIL L. FAIRMAN, defendants

(1) you are directed to levy upon the property of the defendant and to sell his interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_  
as garnishee, \_\_\_\_\_ (Name of Garnishee)

(Specifically describe property)  
and to notify the garnishee that

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

(3) if property of the Defendants 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 that he has been added as a garnishee and is enjoined as above stated.

|                                            |               |
|--------------------------------------------|---------------|
| (a) Unpaid principal balance of instrument | \$63,953.68   |
| (b) Unpaid interest due                    | 971.17        |
| (c) Late charges                           | 507.36        |
| (d) Other fees                             | 315.00        |
| (e) Attorney's collection fee              | <u>500.00</u> |
|                                            | \$66,247.21   |

(f) Costs and additional interest to be added

Prothonotary costs 105.00

Received September 6, 2005 @ 2:30 PM WILLIAM A. SHAW, PROTHONOTARY:  
Chester A. Kaenius

By Cynthia Butterbaugh

By W.A. Shaw 9/2/05  
(Deputy) CB

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME SCOTT D. FAIRMAN

NO. 05-778-CD

NOW, February 02, 2006, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Scott D. Fairman And Gail L. Fairman to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$5,252.32 and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                            |                 |                          |                    |
|----------------------------|-----------------|--------------------------|--------------------|
| RDR SERVICE                | 9.00            | DEBT-AMOUNT DUE          | 66,247.21          |
| MILEAGE                    | 9.00            | INTEREST @ %             | 0.00               |
| LEVY                       | 18.43           | FROM TO 11/18/2005       |                    |
| MILEAGE                    | 20.00           |                          |                    |
| POSTING                    | 18.43           | PROTH SATISFACTION       |                    |
| HANDBILLS                  | 9.00            | LATE CHARGES AND FEES    |                    |
| COMMISSION                 | 105.05          | COST OF SUIT-TO BE ADDED |                    |
| POSTAGE                    | 1.48            | FORECLOSURE FEES         |                    |
| HANDBILLS                  | 10.00           | ATTORNEY COMMISSION      |                    |
| DISTRIBUTION               |                 | REFUND OF ADVANCE        |                    |
| ADVERTISING                |                 | REFUND OF SURCHARGE      | 40.00              |
| ADD'L SERVICE              | 9.00            | SATISFACTION FEE         |                    |
| ADD'L POSTING              |                 | ESCROW DEFICIENCY        |                    |
| ADD'L MILEAGE              | 18.43           | PROPERTY INSPECTIONS     |                    |
| ADD'L LEVY                 | 20.00           | INTEREST                 |                    |
| BID AMOUNT                 | 5,252.32        | MISCELLANEOUS            |                    |
| RETURNS/DEPUTIZE           |                 | TOTAL DEBT AND INTEREST  | \$66,660.03        |
| COPIES                     | 15.00           |                          |                    |
| BILLING/PHONE/FAX          | 5.00            | <b>COSTS:</b>            |                    |
| CONTINUED SALES            |                 | ADVERTISING              | 0.00               |
| MISCELLANEOUS              |                 | TAXES - COLLECTOR        |                    |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$267.82</b> | TAXES - TAX CLAIM        |                    |
|                            |                 | DUE                      |                    |
|                            |                 | LIEN SEARCH              |                    |
|                            |                 | ACKNOWLEDGEMENT          |                    |
|                            |                 | SHERIFF COSTS            | 267.82             |
|                            |                 | LEGAL JOURNAL COSTS      | 0.00               |
|                            |                 | PROTHONOTARY             | 105.00             |
|                            |                 | MORTGAGE SEARCH          |                    |
|                            |                 | MUNICIPAL LIEN           |                    |
|                            |                 | <b>TOTAL COSTS</b>       | <b>\$372.82</b>    |
|                            |                 | <b>TOTAL COSTS</b>       | <b>\$66,660.03</b> |

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. 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

**LAW OFFICES  
GLEASON, CHERRY AND CHERRY, L.L.P.**

P.O. Box 806

DuBois, Pennsylvania 15801-0806

ONE NORTH FRANKLIN STREET

TONI M. CHERRY

PAULA M. CHERRY

EDWARD V. CHERRY

1980-1980

JAMES A. GLEASON

1946-1975

AREA CODE 814

371-8800

FAX NUMBER

(814) 371-0936

November 17, 2005

Via: Facsimile Transmission Only  
Facsimile No. 814-765-5915

Sheriff Chester A. Hawkins  
Office of the Sheriff  
Clearfield County Courthouse  
1 North 2<sup>nd</sup> Street  
Suite 116  
Clearfield, PA 16830

Attention: CINDY

**RE: S&T BANK vs. SCOTT D. FAIRMAN and GAIL L. FAIRMAN**  
**Sheriff Sales Scheduled to Nos.: 05-778 C.D., 05-779 C.D., and 05-780 C.D.**

Dear Sheriff Hawkins:

As per the telephone message I left with your office yesterday, we are confirming that Scott D. Fairman and Gail L. Fairman, the Defendants in the above-captioned cases, have brought their accounts current and, accordingly, we are requesting that you stay the sales scheduled for Friday, November 18, 2005, at 10:00 o'clock A.M.

The amounts paid on each account to bring the same current are as follows:

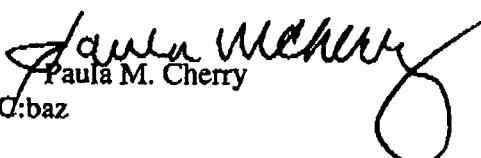
| <u>Docket Number</u> | <u>Amount Paid to Bring<br/>Account Current</u> |
|----------------------|-------------------------------------------------|
| No. 05-778 C.D.      | \$ 5,252.32                                     |
| No. 05-779 C.D.      | \$ 3,822.63                                     |
| No. 05-780 C.D.      | \$11,983.79                                     |

Thanking you for your very kind assistance throughout these matters, I remain

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

  
Paula M. Cherry

PMC:baz

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 778 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: EXECUTION  
SCOTT D. FAIRMAN and GAIL L. : OF CONFESSED JUDGMENT  
FAIRMAN :  
Defendants. : TYPE OF PLEADING: PRAECIPE  
: FOR WRIT OF EXECUTION UPON  
: A CONFESSED JUDGMENT  
: FILED ON BEHALF OF: S&T BANK  
: Plaintiff  
: COUNSEL OF RECORD FOR THIS PARTY:  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: (814) 371-5800

**FILED** *E*

*MAR 17 2009*  
*04/00/09*  
William A. Sherr  
Prothonotary/Clerk

*6 WRTS to Sherr*  
*w*  
*copy of WRT.*

Praecept for Writ of Execution - Money Judgments.  
Upon a Confessed Judgment

S&T BANK, Plaintiff, } IN THE COURT OF COMMON PLEAS  
vs. } OF CLEARFIELD COUNTY, PENNSYLVANIA.  
SCOTT D. FAIRMAN and GAIL L. FAIRMAN, Defendants. } NO. 05 - 778 C.D. Term, 19

PRAECEPT FOR WRIT OF EXECUTION  
UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property Defendants' cattle, farm equipment, and personal property of defendant(s) and
- (3). against the following property in the hands of (name) garnishee;
- (4). and index this writ
  - (a) against SCOTT D. FAIRMAN and GAIL L. FAIRMAN defendant(s) and
  - (b) against , as garnishee, as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient attach extra sheets)

|                                                            |              |
|------------------------------------------------------------|--------------|
| (5). Amount due                                            | \$ 57,900.33 |
| Interest from March 15, 2006, at the daily rate of \$7.353 | \$           |
| Costs (to be added)                                        | \$           |

Prothonotary costs 125.00

GLEASON, CHERRY AND CHERRY, L.L.P.:

By *Dawn McKey*  
Attorney for Plaintiff(s)

RECEIVED WRIT THIS \_\_\_\_\_ day

No. 05 - 778 C.D. Term, ~~18~~  
No. Term, 19  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

S&T BANK,

Plaintiff,

vs.

SCOTT D. FAIRMAN and GAIL L.  
FAIRMAN,

Defendants.

WRIT OF EXECUTION  
(Money Judgments)

| EXECUTION DEBT        | 57,900 | 33 |
|-----------------------|--------|----|
| Interest from 3/15/06 |        |    |
| Prothonotary          | -      | -  |
| Use Attorney          | -      |    |
| Use Plaintiff         | -      |    |
| Attorney's Comm.      | -      |    |
| Satisfaction          | -      | -  |
| Sheriff               | -      | -  |

Praecept for Writ of Execution  
Upon a Confessed Judgment

GLEASON, CHERRY AND CHERRY, L.L.P.:

By

Attorney for Plaintiff(s)

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

S&T BANK, :  
Plaintiff, :  
vs. : No. 05 - 778 C.D.  
: :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. :

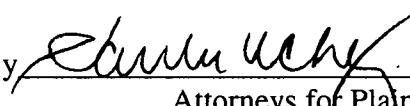
**C E R T I F I C A T I O N**

I certify that

- (a) this Praeclipe is based upon a Judgment entered by confession, and
- (b) Notice was served in connection with a prior execution on this Judgment and, pursuant to Rule 2958.4(b), no further Notice is required.

GLEASON, CHERRY AND CHERRY, L.L.P:

Dated: March 15, 2006

By   
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 778 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: EXECUTION ON  
: CONFESSED JUDGMENT  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, : TYPE OF PLEADING: AFFIDAVIT  
Defendants. :  
: FILED ON BEHALF OF: S&T BANK  
: Plaintiff  
: COUNSEL OF RECORD FOR THIS PARTY:  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: (814) 371-5800  
:

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

S&T BANK, :  
Plaintiff, :  
vs. : No. 05 - 778 C.D.  
: :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. :  
:

**A F F I D A V I T**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,  
Attorney for S&T BANK, Plaintiff, who, being duly sworn according to law, deposes and says  
that the last known address of the above-named Defendant, SCOTT D. FAIRMAN, is R.R. #3,  
Box 251, DuBois (Clearfield County), Pennsylvania 15801; and that the last known address of  
the above-named Defendant, GAIL L. FAIRMAN, is R.R. #3, Box 251, DuBois (Clearfield  
County), Pennsylvania 15801.

Further deponent saith not.

  
Paula M. Cherry

Sworn to and subscribed before me this 17 day of March, 2006.



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co. Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 778 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: EXECUTION ON  
: CONFESSED JUDGMENT  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, : TYPE OF PLEADING:  
Defendants. : CLAIM FOR EXEMPTION  
: :  
: FILED ON BEHALF OF: S&T BANK  
: Plaintiff  
: :  
: COUNSEL OF RECORD FOR THIS PARTY:  
: :  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: :  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: :  
: (814) 371-5800  
: :

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
vs. Plaintiff, :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, Defendants. :  
No. 05 - 778 C.D.

CLAIM FOR EXEMPTION

To the Sheriff:

the above-named Defendants claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemptions be

(i) set aside in kind (specify property to be set aside in kind):

(ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party,

I claim the following exemptions:

(a) my \$300 statutory exemption:  in cash;  in

kind (specify property): \_\_\_\_\_;

(b) Social Security benefits on deposit in the amount  
of \$ \_\_\_\_\_;

I request a prompt court hearing to determine the exemption. Notice of  
the hearing should be given to me at \_\_\_\_\_  
(Address)  
(Telephone Number)

I verify that the statements made in this Claim for Exemption are true  
and correct. I understand that false statements herein are made subject to  
the penalties of 18 Pa. C. S. § 4904 relating to unsworn falsification to  
authorities.

Date: \_\_\_\_\_  
(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE  
OF THE SHERIFF OF CLEARFIELD COUNTY:

SHERIFF'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH 2ND STREET, SUITE 116  
CLEARFIELD, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 778 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: EXECUTION ON  
SCOTT D. FAIRMAN and GAIL L. : CONFESSED JUDGMENT  
FAIRMAN, :  
Defendants. : TYPE OF PLEADING:  
 : WRIT OF EXECUTION NOTICE  
 :  
 : FILED ON BEHALF OF: S&T BANK  
 : Plaintiff  
 :  
 : COUNSEL OF RECORD FOR THIS PARTY:  
 :  
 : PAULA M. CHERRY, ESQ.  
 : Supreme Court No.: 36023  
 :  
 : GLEASON, CHERRY AND CHERRY, L.L.P.  
 : Attorneys at Law  
 : One North Franklin Street  
 : P.O. Box 505  
 : DuBois, PA 15801-0505  
 :  
 : (814) 371-5800  
 :  
 :

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
vs. Plaintiff, :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, : No. 05 - 778 C.D.  
Defendants. :  
:

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights.  
If you wish to exercise your rights, you must act promptly.

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If you have an exemption, you should do the following promptly:  
(1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemptions, you may lose some of

your property.

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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ex. 5982

## WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS.

To satisfy the judgment, interest and costs against SCOTT D. FAIRMAN and GAIL L. FAIRMAN, defendants

(1) you are directed to levy upon the property of the defendant and to sell his interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_ (Name of Garnishee) as garnishee,

(Specifically describe property)  
and to notify the garnishee that

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

(3) if property of the Defendants 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 that he has been added as a garnishee and is enjoined as above stated.

|                                                           |                    |
|-----------------------------------------------------------|--------------------|
| (a) Unpaid principal balance                              | \$52,945.98        |
| (b) Unpaid interest due                                   | 758.15             |
| (c) Late charges                                          | 1,087.20           |
| (d) Other fees                                            | 204.00             |
| (e) Attorney's collection fee                             | 2,500.00           |
| (f) Prothonotary and Sheriff's costs advanced by attorney | 405.00             |
| (g) Costs and additional interest to be added             | <u>\$57,900.33</u> |

**Prothonotary costs 125. -**

WILLIAM A. SHAW, PROTHONOTARY:

By W. A. Shaw 3-17-06  
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

S&T BANK, : No. 05 - 778 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: EXECUTION ON  
SCOTT D. FAIRMAN and GAIL L. : CONFESSED JUDGMENT  
FAIRMAN, :  
Defendants. : TYPE OF PLEADING:  
 : WRIT OF EXECUTION NOTICE  
 :  
 : FILED ON BEHALF OF: S&T BANK  
 : Plaintiff  
 :  
 : COUNSEL OF RECORD FOR THIS PARTY:  
 :  
 : PAULA M. CHERRY, ESQ.  
 : Supreme Court No.: 36023  
 :  
 : GLEASON, CHERRY AND CHERRY, L.L.P.  
 : Attorneys at Law  
 : One North Franklin Street  
 : P.O. Box 505  
 : DuBois, PA 15801-0505  
 :  
 : (814) 371-5800  
 :  
 :

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

S&T BANK, :  
vs. Plaintiff, :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. :  
No. 05 - 778 C.D.

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:  
(1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemptions, you may lose some of

your property.

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GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO  
FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ex. 5982

## WRIT OF EXECUTION

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To satisfy the judgment, interest and costs against SCOTT D. FAIRMAN  
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125.-

WILLIAM A. SHAW, PROTHONOTARY:

By W. A. Shaw 3-17-68  
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20308  
NO: 05-778-CD

PLAINTIFF: S & T BANK

vs.

DEFENDANT: SCOTT D. FAIRMAN AND GAIL L. FAIRMAN

Execution PERSONAL PROPERTY

**SHERIFF RETURN**

DATE RECEIVED WRIT: 3/20/2006

LEVY TAKEN 5/5/2006 @ 2:00 PM

POSTED 6/15/2006 @ 11:15 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 9/22/2011

DATE DEED FILED

PROPERTY ADDRESS 1099 JUNIATA STREET, EXT. DUBOIS , PA 15801

**FILED**  
09/22/2011  
SEP 22 2011  
S William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$144.29

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2011

*Chester A. Hawkins*  
*by Cynthia Butler-Aydelock*  
Chester A. Hawkins  
Sheriff

S & T BANK

VS

SCOTT D. FAIRMAN AND GAIL L. FAIRMAN

---

1 5/5/2006 @ 2:00 PM SERVED SCOTT D. FAIRMAN

SERVED SCOTT D. FAIRMAN, DEFENDANT, AT HIS PLACE OF EMPLOYMENT/RESIDENCE 1099 JUNIATA STREET, EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT FAIRMAN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

2 5/5/2006 @ 2:00 PM SERVED GAIL L. FAIRMAN

SERVED GAIL L. FAIRMAN, DEFENDANT, AT HIS PLACE OF EMPLOYMENT/RESIDENCE 1099 JUNIATA STREET, EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT FAIRMAN, HUSBAND/CO DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

3 6/15/2006 @ 11:15 AM SERVED SCOTT D. FAIRMAN

SERVED SCOTT D. FAIRMAN, DEFENDANT, AT HIS PLACE OF EMPLOYMENT/RESIDENCE 1099 JUNIATA STREET, EXT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT D. FAIRMAN

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

4 6/15/2006 @ 11:15 AM SERVED GAIL L. FAIRMAN

SERVED GAIL L. FAIRMAN, DEFENDANT, AT HER PLACE OF RESIDENCE 1099 JUNIATA STREET, EXT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT D. FAIRMAN, HUSBAND/CO-DEFENDANT

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

@ SERVED

NOW, JUNE 29, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 30, 2006 FOR 30 DAYS.

---

@ SERVED

NOW, SEPTEMBER 22, 2011 RETURN THE WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 778 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: EXECUTION ON  
SCOTT D. FAIRMAN and GAIL L. : CONFESSED JUDGMENT  
FAIRMAN, :  
Defendants. : TYPE OF PLEADING:  
: WRIT OF EXECUTION NOTICE  
: FILED ON BEHALF OF: S&T BANK  
: Plaintiff  
: COUNSEL OF RECORD FOR THIS PARTY:  
: PAULA M. CHERRY, ESQ.  
: Supreme Court No.: 36023  
: GLEASON, CHERRY AND CHERRY, L.L.P.  
: Attorneys at Law  
: One North Franklin Street  
: P.O. Box 505  
: DuBois, PA 15801-0505  
: (814) 371-5800  
:

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

S&T BANK, :  
vs. Plaintiff, :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
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: No. 05 - 778 C.D.

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as garnishee, \_\_\_\_\_ (Name of Garnishee)

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|                                                           | 405.00             |
| (g) Costs and additional interest to be added             | <u>\$57,900.33</u> |

**Prothonotary costs 125.-**

Received March 20, 2006 @ 3:30 P.M.

Chester A. Haworth

by Cynthia Bitter-Clepholp

WILLIAM A. SHAW, PROTHONOTARY:

By

W.A.S.  
(Deputy)

3-17-06

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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8. Such other exemptions as may be provided by law

**PERSONAL PROPERTY SALE  
BILL FOR COSTS FOR WRIT OF EXECUTION**

NO. 05-778-CD

GLEASON, CHERRY & CHERRY LLP  
P.O. BOX 505  
DUBOIS, PA 15801  
814-371-5800

S & T BANK  
VS  
SCOTT D. FAIRMAN AND GAIL L. FAIRMAN

**SHERIFF COSTS:**

|                                                              |                 |
|--------------------------------------------------------------|-----------------|
| RDR                                                          | 9.00            |
| SERVICE                                                      | 9.00            |
| MILEAGE                                                      | 16.91           |
| LEVY                                                         | 20.00           |
| MILEAGE                                                      | 16.91           |
| POSTING                                                      | 9.00            |
| CSDS                                                         |                 |
| COMMISSION                                                   | 0.00            |
| POSTAGE                                                      | 1.56            |
| HANDBILLS                                                    | 10.00           |
| DISTRIBUTION                                                 |                 |
| ADVERTISING                                                  |                 |
| ADD'L SERVICE                                                | 15.00           |
| ADD'L POSTING                                                |                 |
| ADD'L MILEAGE                                                | 16.91           |
| ADD'L LEVY                                                   |                 |
| BID AMOUNT                                                   |                 |
| RETURNS/DEPUTIZE                                             |                 |
| COPIES                                                       | 15.00           |
| BILLING/PHONE/FAX                                            | 5.00            |
| CONTINUED SALES                                              |                 |
| MISCELLANEOUS                                                |                 |
| <b>TOTAL SHERIFF COSTS<br/>NOT INCLUDING<br/>COMMISSIONS</b> | <b>\$144.29</b> |

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                                |                    |
|--------------------------------|--------------------|
| DEBT-AMOUNT DUE                | 57,900.33          |
| INTEREST @ 7.3500              | 0.00               |
| FROM TO                        |                    |
| PROTH SATISFACTION             |                    |
| LATE CHARGES AND FEES          |                    |
| COST OF SUIT-TO BE ADDED       |                    |
| FORECLOSURE FEES               |                    |
| ATTORNEY COMMISSION            |                    |
| REFUND OF ADVANCE              |                    |
| REFUND OF SURCHARGE            | 40.00              |
| SATISFACTION FEE               |                    |
| ESCROW DEFICIENCY              |                    |
| PROPERTY INSPECTIONS           |                    |
| INTEREST                       |                    |
| MISCELLANEOUS                  |                    |
| <b>TOTAL DEBT AND INTEREST</b> | <b>\$57,940.33</b> |
| <b>COSTS:</b>                  |                    |
| SHERIFF COSTS                  | 144.29             |
| PROTHONOTARY                   | 125.00             |
| <b>TOTAL COSTS</b>             | <b>\$269.29</b>    |
| <b>TOTAL COSTS WITH DEBT</b>   | <b>\$58,209.62</b> |

PAYMENT OF THIS BILL IN FULL UPON PRESENTATION WILL STOP THE ACTION AND POSSIBLY ELIMINATE PART OF THE COSTS LISTED.

CHESTER A. HAWKINS, Sheriff

LAW OFFICES  
**GLEASON, CHERRY AND CHERRY, L.L.P.**  
P.O. Box 606  
DuBois, Pennsylvania 15801-0606  
One North Franklin Street

TONI M. CHERRY  
PAULA M. CHERRY  
EDWARD V. CHERRY  
1950-1990  
JAMES A. GLEASON  
1946-1975

AREA CODE 814  
371-6800  
FAX NUMBER  
(814) 371-0936

June 29, 2006

Sheriff Chester A. Hawkins  
Office of the Sheriff  
Clearfield County Courthouse  
2<sup>nd</sup> & Market Streets  
Clearfield, PA 16830

Attention: CINDY

RE: S&T BANK vs. SCOTT D. FAIRMAN & GAIL L. FAIRMAN  
Sale Scheduled as per Writ of Execution filed to Nos. 05-778 CD & 05-779 CD  
Mortgage Foreclosure Complaint filed to No. 06-970 CD

Dear Sheriff Hawkins:

As I advised Cindy over the telephone, we are hereby requesting that you continue the sale scheduled in the above-captioned cases for tomorrow, June 30, 2006, at 10:00 o'clock a.m., for a period of thirty (30) days.

Also, we hereby request that you refrain from serving the Fairmans with the Mortgage Foreclosure Complaint filed to No. 06-970 CD, which was delivered to your office two weeks ago for service until such time as we advise you to proceed.

Thanking you for your very kind attention to these matters, I remain

Very truly yours,

GLEASON, CHERRY AND CHERRY, L.L.P.

By *Paula M. Cherry*  
Paula M. Cherry

PMC:baz

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

S&T BANK,

Plaintiff

vs.

SCOTT D. FAIRMAN and  
GAIL L. FAIRMAN,

Defendants

: No. 2005-00778 CD

: Type of Pleading: Satisfaction of  
: Judgment

: Filed by: Scott D. Fairman  
: Gail L. Fairman, pro se

: 1099 Juniata Street Extension  
: DuBois, PA 15801

Scott D. Fairman  
Scott D. Fairman

**FILED** pd \$7.00  
04/03/2013 Atty  
APR 03 2013  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Atty  
Heltzel

## ***Satisfaction of Judgment***

**Know All Men By These Presents:** That S&T BANK is the holder of a judgment against SCOTT D. FAIRMAN and GAIL L. FAIRMAN, filed in the Prothonotary's Office of Clearfield County under Docket No. 2005-00778 CD in the amount of Sixty-Six Thousand Two Hundred Forty-Seven Dollars and Twenty-One Cents (\$66,247.21).

WHEREAS, the said SCOTT D. FAIRMAN and GAIL L. FAIRMAN have requested S&T BANK to satisfy the judgment.

NOW THEREFORE, S&T BANK, in consideration of the sum of Sixty-Six Thousand Two Hundred Forty-Seven Dollars and Twenty-One Cents (\$66,247.21), lawful money, in hand paid by SCOTT D. FAIRMAN and GAIL L. FAIRMAN, at the execution hereof, the receipt whereof was hereby acknowledged, does satisfy the aforesaid judgment.

**Witness** hand and seal, this 25<sup>th</sup> day of March, 2013.

Signed, Sealed, and Delivered in Presence of:

ATTEST:

S&T BANK

Penny Smith

By: Carolyn Grudley

Commonwealth of Pennsylvania )  
:ss:  
County of Clearfield )  
Jefferson

On this, the 25<sup>th</sup> day of March, 2013, before me, the undersigned officer, personally appeared Carolyn M. Fridley, who acknowledged himself/herself to be the Vice President (title) of S&T BANK, and that he/she as such Vice President (title), being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Vice President (title).

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:

September 1, 2016

Angela M. Bennett  
Notary Public

