

2005-779-CD  
S&T Bank vs. S. Fairman, et al

2005-779-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 - 779- 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 8500  
01249371 ICC Notice to  
MAY 27 2005 Defs.

W.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. 14813, which Promissory Note was dated May 29, 2003, 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 THIRTY-ONE THOUSAND DOLLARS (\$31,000.00), with the initial rate of interest of 7.500%, with the borrowers to make regular payments in accordance with the terms more particularly set forth therein.

4. The Defendants, SCOTT D. FAIRMAN and GAIL L. FAIRMAN, each executed a Disclosure for Confession of Judgment document with regard to said loan, dated May 29, 2003, true and correct copies of the original instruments being attached hereto and made a part hereof as Exhibit "B" and Exhibit "C" respectively, which documents authorize confession of judgment on the unpaid balance of indebtedness as more particularly set forth therein.

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

6. Default was made by Defendants in the payment of the installment of FOUR DOLLARS and FORTY-SEVEN CENTS (\$4.47) due on February 28, 2005; the payment of FOUR HUNDRED SEVENTY-SEVEN DOLLARS and TWENTY-SEVEN CENTS (\$477.27) due on March 29, 2005; and the payment of all subsequent installments, whereby, under the attached instruments, the entire sum is in default and immediately due and payable.

7. 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, which is attached hereto and made a part hereof as Exhibit "A", all of which constitutes a default under the instrument, and Plaintiff exercises its option to declare the entire balance of the instrument immediately due and payable.

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

(a) Unpaid principal balance of instrument	\$24,742.68
(b) Unpaid interest due	412.38
(c) Late charges	167.02
(d) Attorney's collection fee	<u>500.00</u>
Total	\$25,822.08
(e) Plus interest from May 19, 2005	_____

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

10. 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 TWENTY-FIVE THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS and EIGHT CENTS (\$25,822.08), plus interest from May 19, 2005.

WHEREFORE, Plaintiff demands judgment in the sum of TWENTY-FIVE THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS and EIGHT CENTS

(\$25,822.08), 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   
\_\_\_\_\_  
Atorneys 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:

Dated: 5-26, 2005

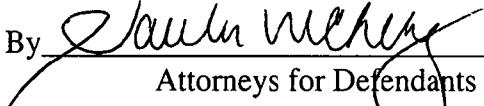
By 

Robert R. French, Vice President

**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   
Attorneys for Defendants

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

S&T BANK,

Plaintiff, :  
vs. : No. 05 - 779 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	\$24,742.68
(b) Unpaid interest due	412.38
(c) Late charges	167.02
(d) Attorney's collection fee	<u>500.00</u>
Total	\$25,822.08
(e) Plus interest from May 19, 2005	_____

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

By Paula McNamee  
Attorneys for Defendants

Judgment entered as above May 27, 2005

William B.

Prothonotary



## PROMISSORY NOTE

Principal \$31,000.00	Loan Date 05-29-2003	Maturity 05-29-2010	Loan No. 14813	Call/Colt C2	Account 2000058244	Officer 336	Initials D
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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.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Scott D. Fairman  
Gail L. Fairman  
RR 3 Box 251  
DuBois, PA 15801-8835

**Lender:** S&T Bank  
Liberty Boulevard Office  
614 Liberty Ave  
DuBois, PA 15801  
(814) 375-3800

**Principal Amount:** \$31,000.00

**Interest Rate:** 7.500%

**Date of Note:** May 29, 2003

**Maturity Date:** May 29, 2010

**PROMISE TO PAY.** Scott D. Fairman and Gail L. Fairman ("Borrower") jointly and severally promise to pay to S&T Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty-one Thousand & 00/100 Dollars (\$31,000.00), together with interest at the rate of 7.500% per annum on the unpaid principal balance from May 29, 2003, until paid in full.

**PAYMENT.** Borrower will pay this loan in 84 payments of \$477.27 each payment. Borrower's first payment is due June 29, 2003, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on May 29, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. 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. 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.

**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, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: S&T Bank, Loan Servicing Center, PO Box 469 Indiana, PA 15701.

**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.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, 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. 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.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor 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.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes 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.

**PROMISSORY NOTE**  
**(Continued)**

Loan No: 14813

Page 2

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower 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, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** 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.

**GOVERNING LAW.** This Note will be governed by, construed and enforced in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Indiana County, Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein, all the terms and conditions of which are hereby incorporated and made a part of this Note: inventory, chattel paper, accounts, equipment, general intangibles, farm products, livestock and farm equipment described in an Agricultural Security Agreement dated May 29, 2003.

**PROPERTY INSURANCE.** Borrower understands that Borrower is required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Security Agreement and in the Agreement to Provide Insurance, 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 produce or to make possible the production of an agricultural commodity, subject to 7 CFR Part 1940, Subject G, Exhibit M.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, 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, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, 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 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.

PROMISSORY NOTE  
(Continued)

Loan No: 14813

Page 3

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.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

 (Seal)  
Scott D. Fairman, Individually

 (Seal)  
Gail L. Fairman, Individually

Signed, acknowledged and delivered in the presence of:

 (Seal)  
Witness

 (Seal)  
Witness



## DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$31,000.00	Loan Date 05-29-2003	Maturity 05-29-2010	Loan No. 14813	Call/Call 02	Account 2000058244	Officer -336	Initials PL
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. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** Scott D. Fairman  
Gail L. Fairman  
RR 3 Box 251  
DuBois, PA 15801-8835

**Lender:** S&T Bank  
Liberty Boulevard Office  
614 Liberty Ave  
DuBois, PA 15801  
(814) 375-3800

**Affiant:** Scott D. Fairman  
RR 3 Box 251  
DuBois, PA 15801-8835

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 29<sup>th</sup> DAY OF MAY, 2003, A PROMISSORY NOTE FOR \$31,000.00 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, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, 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. 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 IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

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

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

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

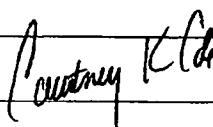
D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

 \_\_\_\_\_ (Seal)  
Scott D. Fairman, Individually

Signed, acknowledged and delivered in the presence of:

Witness  \_\_\_\_\_  
 Witness  \_\_\_\_\_



## DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$31,000.00	Loan Date 05-29-2003	Maturity 05-29-2010	Loan No 14813	Call / Coll C2	Account 2000058244	Officer 336	Initials
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**Borrower:** Scott D. Fairman  
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**Lender:** S&T Bank  
Liberty Boulevard Office  
614 Liberty Ave  
DuBois, PA 15801  
(814) 375-3800

**Affiant:** Gail L. Fairman  
RR 3 Box 251  
DuBois, PA 15801-8835

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 29th DAY OF May, 20\_\_\_\_, A PROMISSORY NOTE FOR \$31,000.00 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, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, 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. 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 IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

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

GLF

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 DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

AFFIANT:

Gail L. Fairman (Seal)  
Gail L. Fairman, Individually

Signed, acknowledged and delivered in the presence of:

Witness John Klop

Witness Leanne

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
Plaintiff, :  
vs. : No. 05 - 779 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 TWENTY-FIVE THOUSAND EIGHT HUNDRED TWENTY-  
TWO DOLLARS and EIGHT CENTS (\$25,822.08), 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.: 2005-00779-CD

Real Debt: \$25,822.08

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 - 779 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  
012:10 PM  
GR  
William A. Shaw  
Prothonotary/Clerk of Courts  
3 cent to Attn

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL ACTION

S&T BANK,	Plaintiff,	:	
vs.		:	No. 05 - 779 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 TWENTY-FIVE THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS and EIGHT CENTS (\$25,822.08) 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 *John W. Gleason*  
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 # 100588  
NO: 05-779-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**

10:41 AM  
AUG 24 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100588  
NO: 05-779-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 # 100588  
NO: 05-779-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	10216	20.00
SHERIFF HAWKINS	GLEASON	10216	39.76

Sworn to Before Me This

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

So Answers,



\_\_\_\_\_  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 779 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: EXECUTION ON  
SCOTT D. FAIRMAN and GAIL L. : CONFESSED JUDGMENT  
FAIRMAN, :  
Defendants. : 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 CC  
01/30/05  
SEP 02 2005 (6K)

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 - 779 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 2nd 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

CIVIL ACTION

S&T BANK, : No. 05 - 779 C.D.  
Plaintiff :  
vs. : TYPE OF CASE: EXECUTION ON  
SCOTT D. FAIRMAN and GAIL L. : CONFESSED JUDGMENT  
FAIRMAN, :  
Defendants. : TYPE OF PLEADING: PRAECLP 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 100 Shff to Shff  
013:27/01 Atty pd: 20.00  
SEP 02 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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. } NO. 05 - 779 C.D. Term, 19  
FAIRMAN, Defendants.

PRAECEPT 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 in the judgment index
  - (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:

(Specify describe property)

(If space insufficient attach extra sheets)

(5). Amount due	\$ 25,822.08
Interest from May 19, 2005, at the daily rate of \$5.1547	\$
Costs (to be added)	\$ <b>Prothonotary costs</b> 105.00

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

By *James McMurtry*  
Attorney for Plaintiff(s)

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

No. 05 - 779 C.D. Term, 19  
No. Term, 19  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

SHERIFF \_\_\_\_\_

S&T BANK \_\_\_\_\_

vs.  
Plaintiff \_\_\_\_\_

SCOTT D. FAIRMAN and GAIL L.  
FAIRMAN, \_\_\_\_\_

Defendants \_\_\_\_\_

EXECUTION DEBT \$25,822.08

Interest from 5/19/05

Prothonotary - - - 105.00

Use Attorney - -  
Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - -

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

By *John W. Gleason*  
Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff,

vs.

No. 05 - 779 C.D.

SCOTT D. FAIRMAN and GAIL L.  
FAIRMAN,

Defendants.

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

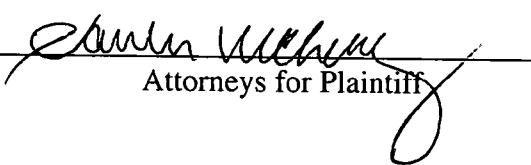
I certify that

(a) this Praeclipe is based upon a Judgment entered by confession, and  
(b) Notice 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

  
Charles W. Gleason  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA



COPY

CIVIL ACTION

S&T BANK, :  
Plaintiff, :  
: No. 05 - 779 C.D.  
vs. :  
: :  
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	\$24,742.68
(b) Unpaid interest due	412.38
(c) Late charges	167.02
(d) Attorney's collection fee	<u>500.00</u>
	\$25,822.08
(e) Costs and additional interest to be added	<u>105.00</u>

**Prothonotary costs**

WILLIAM A. SHAW, PROTHONOTARY:

By 9/2/05  
(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

DOCKET # 20221  
NO: 05-779-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 @ 2:15 PM

POSTED 10/24/2005 @ 11:30 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/03/2006

**NOT SOLD**

**FILED**

FEB 03 2006  
c/3:00pm  
William A. Shaw  
Prothonotary

**DETAILS**

10/04/2005 @ 2:15 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 KNOWN TO HIM THE CONTENTS THEREOF.

10/04/2005 @ 2:15 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 KNOWN TO HIM THE CONTENTS THEREOF.

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

SERVED SCOTT D. FAIRMAN, DEFENDANT, AT HIS 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.

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

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

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

@ SERVED

NOW, NOVEMBER 17, 2005 RECEIVED A FAX LETTER FROM PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR NOVEMBER 18, 2005, BECAUSE THE DEFENDANTS BROUGHT THE ACCOUNT CURRENT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20221  
NO: 05-779-CD

PLAINTIFF: S & T BANK

vs.

DEFENDANT: SCOTT D. FAIRMAN AND GAIL L. FAIRMAN

Execution PERSONAL PROPERTY

SHERIFF RETURN

---

SHERIFF HAWKINS \$124.34

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
In Counter-Handwritten  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff,

: No. 05 - 779 C.D.

vs.

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 \_\_\_\_\_ (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 of instrument \$24,742.68  
(b) Unpaid interest due 412.38  
(c) Late charges 167.02  
(d) Attorney's collection fee 500.00  
\$25,822.08

(e) Costs and additional interest to be added

Received September 6, 2005 @ 2:30 P.M. Prothonotary costs 105.00

Chosten A. Hawkeis

By Cynthia Butterbaugh

WILLIAM A. SHAW, PROTHONOTARY:

By

William A. Shaw  
(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

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME SCOTT D. FAIRMAN

NO. 05-779-CD

NOW, February 03, 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 \$3,822.63 and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00	DEBT-AMOUNT DUE	25,822.08
SERVICE	9.00	INTEREST @ %	0.00
MILEAGE	18.43	FROM TO	
LEVY	20.00		
MILEAGE	18.43	PROTH SATISFACTION	
POSTING	9.00	LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	76.45	FORECLOSURE FEES	
POSTAGE	1.48	ATTORNEY COMMISSION	
HANDBILLS	10.00	REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	40.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE	9.00	ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	3,822.63	<b>TOTAL DEBT AND INTEREST</b>	<b>\$26,167.87</b>
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
		ADVERTISING	0.00
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$200.79</b>	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	200.79
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	105.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$305.79</b>
		<b>TOTAL COSTS</b>	<b>\$26,167.87</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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 779 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

MAR 17 2006  
0/4:00

William A. Shaw  
Prothonotary/Clerk of Courts

6 WANTS TO SHAW  
COPY OF PAPER TO  
SHAW

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

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

Plaintiff,

Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA.  
NO. 05 - 779 C.D. Term, 10

PRAECLYPE 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	\$ 23,762.15
Interest from March 15, 2006, at the daily rate of \$4.349	\$ _____
Costs (to be added)	\$ _____

Prothonotary costs 125.62 \$ \_\_\_\_\_

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

By *Carla M. Weisz*  
Attorney for Plaintiff(s)

RECEIVED WRIT THIS day  
of 19 A. D., 1919,  
at 19 M.

No. 05 - 779 C.D. Term, 19  
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	23,762	15					
Interest from 3/15/06							
Prothonotary	-	-					
Use Attorney	-	-					
Use Plaintiff	-	-					
Attorney's Comm.	-						
Satisfaction	-	-					
Sheriff	-	-					

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 - 779 C.D.  
: :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. :

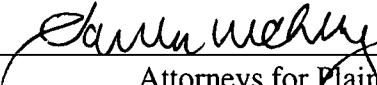
**C E R T I F I C A T I O N**

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 - 779 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: EXECUTION ON  
SCOTT D. FAIRMAN and GAIL L. : CONFESSED JUDGMENT  
FAIRMAN, :  
Defendants. : 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

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

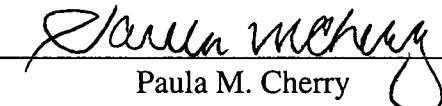
S&T BANK, :  
Plaintiff, :  
vs. : No. 05 - 779 C.D.  
: :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. :  
:

**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<sup>th</sup> day of March, 2006.

  
\_\_\_\_\_  
W. A. Shaw

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 779 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, Plaintiff :  
vs. : No. 05 - 779 C.D.  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. :  
:

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 - 779 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, Plaintiff, :  
vs. : No. 05 - 779 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

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

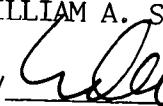
- (a) an attachment has been issued;
- (b) the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(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	\$20,875.65
(b) Unpaid interest due	60.46
(c) Late charges	334.04
(d) Attorney's collection fee	2,087.00
(e) Prothonotary and Sheriff's costs advanced by attorney	405.00
	<hr/>
(f) Costs and additional interest to be added	\$23,762.15

**Prothonotary costs 125.-**

WILLIAM A. SHAW, PROTHONOTARY:

By  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

DOCKET # 20309  
NO: 05-779-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 9/30/2011

DATE DEED FILED

PROPERTY ADDRESS 1099 JUNIATA STREET, EXT DUBOIS , PA 16830

**FILED**  
09:43 AM  
SEP 30 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$138.29

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

*Chester A. Hawkins*  
By *Centra Bitter-Aybarach*  
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, 1009 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 KNOWN TO HIM THE CONTENTS THEREOF.

---

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

SERVED GAIL L. FAIRMAN, DEFENDANT, AT HER PLACE OF EMPLOYMENT/RESIDENCE, 1009 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 KNOWN TO HER THE CONTENTS THEREOF.

---

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

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

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

---

@ SERVED

NOW, JUNE 29, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 30, 2006. ATTORNEY ADVISED TO RESCHEDULE TH SALE FOR JULY 28, 2006, BUT

---

@ SERVED

NOW, SEPTEMBER 30, 2011 RETURN WRIT AS TIME EXPIRED.

---

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff,

vs.

SCOTT D. FAIRMAN and GAIL L.  
FAIRMAN,

Defendants.

: No. 05 - 779 C.D.

: TYPE OF CASE: EXECUTION ON  
: CONFESSED JUDGMENT

: 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,

Plaintiff,  
vs.

SCOTT D. FAIRMAN and GAIL L.  
FAIRMAN,

Defendants.

No. 05 - 779 C.D.

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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  
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YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.  
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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

COMMONWEALTH OF PENNSYLVANIA )  
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)

\_\_\_\_\_  
(Specify 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;

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(b) Unpaid interest due	60.46
(c) Late charges	334.04
(d) Attorney's collection fee	2,087.00
(e) Prothonotary and Sheriff's costs advanced by attorney	<u>405.00</u>
	\$23,762.15
(f) Costs and additional interest to be added	

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

Chester A. Wrenn

By Cynthia Butler, Deputy

Prothonotary costs 125-

WILLIAM A. SHAW, PROTHONOTARY:

By Edell

(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

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME SCOTT D. FAIRMAN

NO. 05-779-CD

NOW, September 29, 2011, 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 and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00	DEBT-AMOUNT DUE	23,762.15
MILEAGE	9.00	INTEREST @ %	0.00
LEVY	16.91	FROM TO 06/30/2006	
MILEAGE	20.00		
POSTING	16.91	PROTH SATISFACTION	
HANDBILLS	9.00	LATE CHARGES AND FEES	
COMMISSION		COST OF SUIT-TO BE ADDED	
POSTAGE	0.00	FORECLOSURE FEES	
HANDBILLS	1.56	ATTORNEY COMMISSION	
DISTRIBUTION	10.00	REFUND OF ADVANCE	
ADVERTISING		REFUND OF SURCHARGE	40.00
ADD'L SERVICE	9.00	SATISFACTION FEE	
ADD'L POSTING		ESCROW DEFICIENCY	
ADD'L MILEAGE	16.91	PROPERTY INSPECTIONS	
ADD'L LEVY		INTEREST	
BID/ SETTLEMENT AMOUNT		MISCELLANEOUS	
RETURNS/DEPUTIZE			
COPIES	15.00	<b>TOTAL DEBT AND INTEREST</b>	<b>\$24,065.44</b>
BILLING/PHONE/FAX			
CONTINUED SALES	5.00	<b>COSTS:</b>	
MISCELLANEOUS		ADVERTISING	0.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$138.29</b>	TAXES - COLLECTOR	
		TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	138.29
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$263.29</b>
		<b>TOTAL COSTS</b>	<b>\$24,065.44</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 608

DuBois, Pennsylvania 15801-0608

ONE NORTH FRANKLIN STREET

TONI M. CHERRY  
PAULA M. CHERRYROWAND V. CHERRY  
1980-1980  
JAMES A. GLEASON  
1946-1975ARCA CODE 814  
371-0936FAX 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:

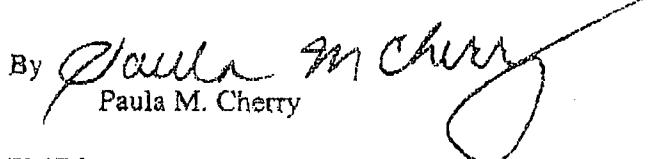
As I advised Cindy over the telephone, we are hereby requesting that you continue the sale scheduled in the above-captioned cases for tomorrow, June 30, 2006, at 10:00 o'clock a.m., for a period of thirty (30) days.

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

PMC:baz

IN 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. 2005-00779 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

**FILED** pd \$7.00  
01/10/09 AM Atty  
S APR 03 2013  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CC 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. 2005-00779 CD in the amount of Twenty-Five Thousand Eight Hundred Twenty-Two Dollars and Eight Cents (\$25,822.08).

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 Twenty-Five Thousand Eight Hundred Twenty-Two Dollars and Eight Cents (\$25,822.08), 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 M. Fudley

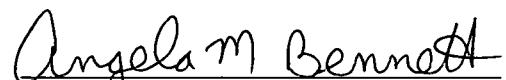
Commonwealth of Pennsylvania )  
:ss:  
County of Clearfield )  
Jefferson

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, 2014

  
Notary Public

