

2005-780-CD

S&T Bank vs. Scott Fairman, et al

2005-780-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 - 780 C.D.  
Plaintiff, :  
vs. : TYPE OF CASE: CONFESSION OF  
: JUDGMENT  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN : TYPE OF PLEADING: COMPLAINT  
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  
:

FILED Atty pd. \$5.00  
12:57 PM  
MAY 27 2005 ICC & Notice to Defs.  
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. 14896, which Promissory Note was dated June 12, 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 ELEVEN THOUSAND DOLLARS (\$11,000.00), together with interest at the rate of 9.000%, the terms of which were that payment in full was due upon lender's demand, but if no demand made, all outstanding principal plus accrued unpaid interest was due and payable on May 30, 2004.

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" changing the maturity date of said loan to October 30, 2004.

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 June 13, 2003, 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. That the attached instruments designated as Exhibits "A", "B", "C" and "D" have not been assigned.

7. The above-set forth loan matured on October 30, 2004, and default was made by Defendants at that time for failure to make the lump sum payment of outstanding principal and interest in the amount of TEN THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS and FORTY-TWO CENTS (\$10,983.42).

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	\$10,983.42
(b) Unpaid interest due	483.37
(c) Late charges	20.00
(d) Attorney's collection fee	500.00
Total	\$11,986.79
(e) Plus interest from May 19, 2005	_____

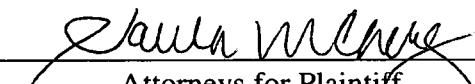
10. Judgment has not been entered on the attached instruments in any jurisdiction.

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 ELEVEN THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS and SEVENTY-NINE CENTS (\$11,986.79), plus interest from May 19, 2005.

WHEREFORE, Plaintiff demands judgment in the sum of ELEVEN THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS and SEVENTY-NINE CENTS (\$11,986.79),

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.

Dated: 5-26, 2005

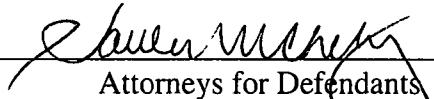
S&T BANK:

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   
Charles W. Cherry  
Attorneys for Defendants

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

S&T BANK, :  
                    Plaintiff, :  
vs.              :                    No. 05 - 780 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 instruments	\$10,983.42
(b) Unpaid interest due	483.37
(c) Late charges	20.00
(d) Attorney's collection fee	<u>500.00</u>
Total	\$11,986.79
(e) Plus interest from May 19, 2005	_____

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

By Darren M. Cherry  
Attorneys for Defendants

Judgment entered as above May 27, 2005

Willie M. Orr

Prothonotary



## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
\$11,000.00	06-12-2003		14395	CZ	2900058244	336	

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:** \$11,000.00

**Interest Rate:** 9.000%

**Date of Note:** June 12, 2003

**Maturity Date:** May 30, 2004

**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 Eleven Thousand & 00/100 Dollars (\$11,000.00) or so much as may be outstanding, together with interest at the rate of 9.000% per annum on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan on demand. Payment in full is due immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on May 30, 2004. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning June 30, 2003, with all subsequent interest payments to be due on the same day of each month after that. 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 of accrued unpaid interest. Rather, early payments will reduce the principal balance due. 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.

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

Loan No: 14896

Page 2

**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.

**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.

**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.

**LINE OF CREDIT.** This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

**LETTER OF CREDIT AVAILABILITY.** In addition to the terms previously set forth, availability under this Note shall be reduced by the amount of any outstanding documentary or standby Letters of Credit issued by the Lender for the Borrower's account. Letters of Credit issued under this line of credit must be issued with an expiration date prior to the maturity date of this Note. Letters of Credit issued for the Borrower which are presented for payment prior to the maturity date of this Note shall be funded by an advance from the line of credit as evidenced by this Note. If not sooner paid, all Letters of Credit presented for payment and funded by an advance from the line of credit shall be due and payable upon the maturity date of this Note.

**ADDITIONAL EVENT OF DEFAULT (HIGHLY ERODIBLE LAND AND WETLAND CONVERSION).** Borrower acknowledges the following shall constitute an Event of Default under this Note: Highly Erodible Land and Wetland Conversion. If any loan proceeds are 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.** This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. 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.

**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 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.

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:

  
Witness

  
Witness



## **CHANGE IN TERMS AGREEMENT**

N# 14896

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**  
**Commercial Lending**  
**PO Box 190**  
**Indiana, PA 15701**  
**(724) 319-1800**

**Principal Amount: \$11,000.00**

**Interest Rate: 9.000%**

**Date of Agreement:** May 30, 2004

Maturity Date: October 30, 2004

**DESCRIPTION OF EXISTING INDEBTEDNESS.** A revolving line of credit promissory Note dated June 12, 2003, in the original maximum available principal amount of Eleven Thousand & 00/100 Dollars (\$11,000.00), together with a fixed interest rate of 9.000% per annum and a maturity date of May 30, 2004.

**DESCRIPTION OF COLLATERAL.** Security Agreement and UCC-1 Financing Statements filed on all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), and Farm Equipment, together with the following property: All Crops.

**DESCRIPTION OF CHANGE IN TERMS.** Extend the maturity date to October 30, 2004.

**DESCRIPTION OF CHANGE IN TERMS.** Except as herein, all terms remain the same.

**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 Eleven Thousand & 00/100 Dollars (\$11,000.00) or so much as may be outstanding, together with interest at the rate of 9.000% per annum on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan on demand. Payment in full is due immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on October 30, 2004. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning June 30, 2004, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Interest on this Agreement is computed on a 365/360 simple interest 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 of accrued unpaid interest. Rather, early payments will reduce the principal balance due. 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 Agreement, 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.

**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 Agreement 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 Agreement, interest will continue to accrue on this Agreement after judgment at the pristine interest rate provided for in this Agreement.

the existing interest rate provided for in this Agreement;

**FAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the indebtedness.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement 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 Borrower and Lender.

**Default In Favor of Third Parties.** 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 fully perform under this Agreement 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 Agreement 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 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 arrangement or composition 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 Indebtedness. 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 the amount of the claim.

11M 2 1 2004

**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, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party 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 the Indebtedness 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 Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Agreement 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 Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Agreement 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 debt against any and all such accounts.

**LINE OF CREDIT.** This Agreement evidences a revolving line of credit. Advances under this Agreement may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following persons currently are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of their authority: SCOTT D. FAIRMAN; and GAIL L. FAIRMAN. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Agreement if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Agreement; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Agreement or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

**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.

**LETTER OF CREDIT AVAILABILITY.** In addition to the terms previously set forth, availability under the Note shall be reduced by the amount of any outstanding documentary or standby Letters of Credit issued by the Lender for the Borrower's account. Letters of Credit issued under this line of credit must be issued with an expiration date prior to the maturity date of the Note. Letters of Credit issued for the Borrower which are presented for payment prior to the maturity date of the Note shall be funded by an advance from the line of credit as evidenced by the Note. If not sooner paid, all Letters of Credit presented for payment and funded by an advance from the line of credit shall be due and payable upon the maturity date of the Note.

**ADDITIONAL EVENT OF DEFAULT (HIGHLY ERODIBLE LAND AND WETLAND CONVERSION).** Borrower acknowledges the following shall constitute an Event of Default under this Note: Highly Erodible Land and Wetland Conversion. If any loan proceeds are 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.

**PRIOR NOTE.** This Change in Terms is an amended and restated renewal of the promissory note in the maximum original credit amount of \$11,000.00 from Scott D. Fairman & Gail L. Fairman to S&T Bank dated June 12, 2003. This Change in Terms is intended to amend and restate, and is not intended to be in substitution for or a novation of the promissory note dated June 12, 2003.

**SUCCESSOR INTERESTS.** The terms of this Agreement shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

**MISCELLANEOUS PROVISIONS.** This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement 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 of 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 Agreement, to the extent allowed by law, waive presentment, demand for payment, 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, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THE INDEBTEDNESS, 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 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.

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

BORROWER:

Scott D. Fairman  
SCOTT D. FAIRMAN

(Seal)

Gail L. Fairman  
GAIL L. FAIRMAN

(Seal)



## DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$11,000.00	Loan Date 06-12-2003	Maturity	Loan No. 14996	Call / Coll C2	Account 2000058244	Officer 336	Initials
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 13<sup>th</sup> DAY OF JUN, 2003, A PROMISSORY NOTE FOR \$11,000.00 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

       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:

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

Signed, acknowledged and delivered in the presence of:

R.M. Barr  
Witness

Witness



## DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$11,000.00	Loan Date 06-12-2003	Maturity	Loan No 14896	Call / Coll C2	Account 2000058244	Officer J335	Initials
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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

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

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 13<sup>th</sup> DAY OF JULY, 2003, A PROMISSORY NOTE FOR \$11,000.00 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

Gbf

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:

R.M. Barry  
Witness

\_\_\_\_\_  
Witness



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
Plaintiff, :  
vs. : No. 05 - 780 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 ELEVEN THOUSAND NINE HUNDRED EIGHTY-SIX  
DOLLARS and SEVENTY-NINE CENTS (\$11,986.79), plus interest from May 19, 2005, on  
May 27, 2005.

WILLIAM A. SHAW, PROTHONOTARY:

By \_\_\_\_\_  
Deputy

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

S & T Bank  
Plaintiff(s)

No.: 2005-00780-CD

Real Debt: \$11,986.79

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 - 780 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

6/24/05 60  
William A. Shaw

Prothonotary/Clerk of Courts

3 CENS TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**CIVIL ACTION**

S&T BANK,	Plaintiff,	:	
vs.		:	No. 05 - 780 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 ELEVEN THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS and SEVENTY-NINE CENTS (\$11,986.79) 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**

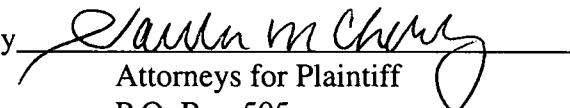
DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOU  
RIGHTS.

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   
\_\_\_\_\_  
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 # 100589  
NO: 05-780-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  
019:4181  
AUG 24 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100589  
NO: 05-780-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 # 100589  
NO: 05-780-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**

---

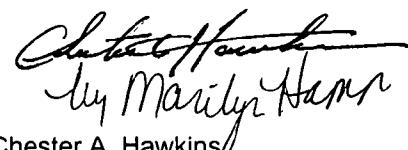
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GLEASON	10189	20.00
SHERIFF HAWKINS	GLEASON	10189	39.76

Sworn to Before Me This

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

So Answers,



\_\_\_\_\_  
My Marilyn Harris

Chester A. Hawkins/  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 05 - 780 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 Atty pd. 20.00  
d 3:46 PM SEP 02 2005 1CC & Lewin  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
GK

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

S&T BANK,

vs.

SCOTT D. FAIRMAN and GAIL L.  
FAIRMAN,

Plaintiff,

Defendants.

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

NO. 05 - 780 C.D.

Term, 19

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 \$ 11,986.79

Interest from May 19, 2005, at the daily rate of \$2.745 \$ \_\_\_\_\_

Costs (to be added) \$ \_\_\_\_\_

Prothonotary costs \$ 105.00

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

By *Shawn McNamee*  
Attorney for Plaintiff(s)

No. 05 - 780 C.D. Term, 19

Term, 19

RECEIVED WRIT THIS \_\_\_\_\_ day  
of \_\_\_\_\_ A. D., 19\_\_\_\_\_,

at \_\_\_\_\_ M.

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

Sheriff

S&T BANK,

Plaintiff

vs.

SCOTT D. FAIRMAN and GAIL L.

FAIRMAN,

Defendants

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	11,986	79
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 M. Gleason*  
Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :  
Plaintiff, :  
vs. : No. 05 - 780 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 Charlene McNamee  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL ACTION

S&T BANK, :  
vs. Plaintiff, :  
SCOTT D. FAIRMAN and GAIL L. :  
FAIRMAN, :  
Defendants. : No. 05 - 780 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.

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	\$10,983.42
(b) Unpaid interest due	483.37
(c) Late charges	20.00
(d) Attorney's collection fee	<u>500.00</u>
	\$11,986.79

(e) Costs and additional interest to be added

**Prothonotary costs**

105.00

WILLIAM A. SHAW, PROTHONOTARY:

By William Shaw 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

CIVIL ACTION

S&T BANK, : No. 05 - 780 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  
03:36pm  
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 - 780 C.D.
SCOTT D. FAIRMAN and GAIL L.	:	
FAIRMAN,	:	
		Defendants.

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS.  
:

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 # 20219  
NO: 05-780-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 @ 2:10 PM

POSTED 10/25/2005 @ 11:30 AM

SALE HELD 11/18/2005

SOLD TO

SOLD FOR AMOUNT \$11,983.79 PLUS COSTS

WRIT RETURNED 03/06/2006

DATE DEED FILED **NOT SOLD**

**FILED**  
10/21/05  
MAR 06 2006  
WJ

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

10/04/2005 @ 2:10 PM 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 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 @ 2:10 PM SERVED GAIL L. FAIRMAN

SERVED GAIL L. FAIRMAN, DEFENDANT, AT HER EMPLOYMENT/ 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 THE CONTENTS THEREOF.

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

SERVED SCOTT D. FAIRMAN, DEFENDANT, AT HIS PLACE OF EMPLOYMENT/RESIDENCE, 1099 JUNIATA ST. EXT., DUBOIS, PA., 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 SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, NOVEMBER 17, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE DUE TO THE FACT THE DEFENDANTS CURED THEIR DEFAULT IN THE AMOUNT OF \$11,983.79.

5  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20219  
NO: 05-780-CD

PLAINTIFF: S & T BANK

VS.

DEFENDANT: SCOTT D. FAIRMAN AND GAIL L. FAIRMAN

Execution PERSONAL PROPERTY

SHERIFF RETURN

---

SHERIFF HAWKINS \$154.02

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
I, Chester A. Hawkins, Sheriff  
Chester A. Hawkins  
Sheriff

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 - 780 C.D.

WRIT OF EXECUTION

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

\_\_\_\_\_  
(Specifically describe property)  
and to notify the garnishee that

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(a) Unpaid principal balance of instrument \$10,983.42  
(b) Unpaid interest due 483.37  
(c) Late charges 20.00  
(d) Attorney's collection fee 500.00  
\$11,986.79

(e) Costs and additional interest to be added

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

Chester A. Hawley

By Cynthia Beto-Aughenbaugh

WILLIAM A. SHAW, PROTHONOTARY:

*William Shaw*  
B9

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
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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. 05-780-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 \$11,983.79 and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00	DEBT-AMOUNT DUE	10,983.42
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	20.00
COMMISSION	239.68	COST OF SUIT-TO BE ADDED	
POSTAGE	1.48	FORECLOSURE FEES	
HANDBILLS	10.00	ATTORNEY COMMISSION	500.00
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		PROPERTY INSPECTIONS	
ADD'L LEVY		INTEREST	483.37
BID AMOUNT	11,983.79	MISCELLANEOUS	
RETURNS/DEPUTIZE			
COPIES	15.00	<b>TOTAL DEBT AND INTEREST</b>	<b>\$12,495.81</b>
BILLING/PHONE/FAX	5.00		
CONTINUED SALES		<b>COSTS:</b>	
MISCELLANEOUS			
<b>TOTAL SHERIFF COSTS</b>	<b>\$364.02</b>	ADVERTISING	0.00
		TAXES - COLLECTOR	
		TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	364.02
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	105.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$469.02</b>
		<b>TOTAL COSTS</b>	<b>\$12,495.81</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 808

DuBois, Pennsylvania 15801-0808

ONE NORTH FRANKLIN STREET

TONI M. CHERRY  
PAULA M. CHERRY  
EDWARD V. CHERRY  
1980-1990  
JAMES A. GLEASON  
1946-1975

AREA CODE 814  
371-6800  
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 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 DIVISION)

S&T BANK,

Plaintiff

vs.

SCOTT D. FAIRMAN and  
GAIL L. FAIRMAN,

Defendants

: No. 2005-00780 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

pd \$7.00 Atty  
**FILED** 01/10/00 AM  
APR 03 2013 ICC Atty  
S William A. Shaw  
Prothonotary/Clerk of Courts  
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. No. 2005-00780 CD in the amount of Eleven Thousand Nine Hundred Eighty-Six Dollars and Seventy-Nine Cents (\$11,986.79).

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-Seven Thousand One Hundred Eighty-Five Dollars and Eight Cents (\$27,185.08), 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 Fridley

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

