

05-1209-CD
Sweet Pea Potties vs David Dorazio

Sweet Pea Potties Inc. vs. David Dorazio
2005-1209-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Sweet Pea Potties, Inc
(Plaintiff)

CIVIL ACTION

124 Main Street
(Street Address)
Grampian, Pa 16838.
(City, State ZIP)

No. 05-1209-CD

Type of Case: Money Judgement

Type of Pleading: Judgement Note.

vs.

David Dorazio
(Defendant)
3235 Ridge Road
(Street Address)
Westover, Pa 16692
(City, State ZIP)

Filed on Behalf of:

Sweet Pea Potties / Stacy M. Best.
(Plaintiff/Defendant)

Stacy M. Best.
(Filed by)

124 main Street Grampian, Pa 16838
(Address)

814 236-1222
(Phone)

Stacy M. Best.
(Signature)

FILED NOCC
m 19:47 15 AUG 2005 2000
AUG 15 2005 Notice to Def.
Statement to Aff.
William A. Shaw, Jr.
Prothonotary/Clerk of Courts

JUDGMENT NOTE

\$2,000.00

County of Clearfield
State of Pennsylvania
January, 2005

FOR VALUE RECEIVED, and intending to be legally bound hereby, David Dorazio, with his address at 3235 Ridge Road, Westover, Clearfield County, Pennsylvania (hereinafter referred to as "Maker"), promises to pay to the order of Sweet Pea Potties, Inc., or its assigns, with its business address at Main Street, Grampian Hardware, Pennsylvania (hereinafter "Payee") the principal sum of TWO THOUSAND (\$2,000.00) DOLLARS. This principal sum shall be payable in one hundred fourteen (114) equal monthly installments of Twenty-Two Dollars and Fifty Cents (\$22.50) commencing January 3, 2005. Thereafter the payments shall be due on or before the fifteenth (15th) day of each month until the account is paid in full. This principal amount is payable in lawful money of the United States to the attention of Sweet Pea Potties, Inc., Main Street, Grampian, Pennsylvania 16838. Additional terms are set forth below:

(a) Interest shall be at the per annum rate of five (5%) on the unpaid principal balance, which unpaid principal balance shall include all sums required to be paid by Maker pursuant to the terms of this Note. All interest shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred and sixty (360) days.

(b) The principal and interest shall be payable at the Payee's office as set forth on the first page hereof or at such other places as Payee, from time to time may designate in writing.

(c) Maker shall be in default under this Note upon the happening of any of the following Events of Default:

- (i) Default in the payment of any monthly installment of principal and interest hereunder;
- (ii) The foreclosure of Maker's real estate.

Should any default occur hereunder and such default is not fully cured within fifteen (15) days from the date of the occurrence of the Event of Default, then Payee, at its option and without notice to Maker, may declare immediately due and payable the entire unpaid balance of principal with interest accrued thereon to the date of default and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Payee in this Note or at law. In such

case, Payee may also recover all costs of suit and other expenses in connection therewith together with an attorney's commission of fifteen (15%) percent for collection, together with interest on any judgment obtained by Payee at the Alternative Rate.

MAKER DOES HEREBY EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR MAKER AND, WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST MAKER IN ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA AT ANY TIME AFTER THE DATE OF THIS NOTE AND WHETHER OR NOT THIS NOTE IS THEN DUE OR IN DEFAULT, IN FAVOR OF PAYEE, ITS SUCCESSORS AND ASSIGNS, FOR THE UNPAID PRINCIPAL BALANCE OF THIS NOTE AND ALL INTEREST ACCRUED HEREON, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF FIFTEEN (15%) PERCENT FOR COLLECTION OF SUCH SUMS, AND MAKER HEREBY FOREVER WAIVES AND RELEASES ANY AND ALL ERRORS IN SAID PROCEEDINGS AND WAIVES STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE ON EXECUTION. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST MAKER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, AND MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS PAYEE OR ITS SUCCESSORS AND ASSIGNS SHALL DEEM NECESSARY OR DESIRABLE.

Maker hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note as well as all benefits that might accrue to Maker by virtue of any present or future laws exemption the collateral, or any part of the proceeds, arising from any sale of any such property from attachment, levy or sale under execution, or providing from any stay of execution, exemption from civil process or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued thereon may be sold upon any such writ in whole or in part in any order desired by Payee.

Maker hereby waives presentment for payment, demand, notice of demand, notice of non-payment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note unless specifically required herein, and agree that Maker's liability shall be unconditional and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee.

Payee shall not be deemed by any act of omission or commission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Payee, and then only to the extent specifically set forth in writing. A waiver on

one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

Notwithstanding anything to the contrary contained in this Note, the effective rate of interest on the obligation evidenced by this Note shall not exceed the lawful maximum rate of interest permitted to be paid. Without limiting the generality of the foregoing, if the interest charged under this Note results in an effective rate of interest greater than the maximum effective rate of interest permitted by law, any amount that would exceed the highest lawful rate already received and held by the Payee shall be applied to a reduction of principal (without premium or penalty) and not to the payment of interest.

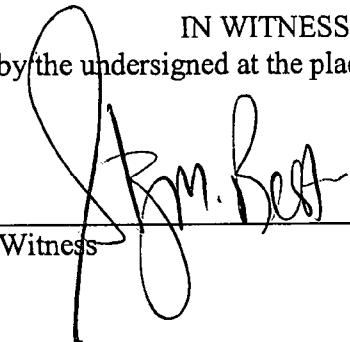
This instrument shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the words "Payee" and "Maker" shall be deemed to include the respective heirs, personal representatives, successors and assigns of Payee and Maker.

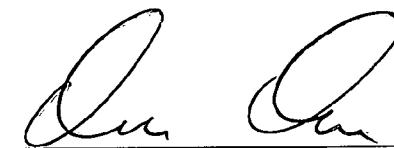
Maker hereby certifies that he earns in excess of Ten Thousand (\$10,000.00) Dollars per annum.

IN WITNESS WHEREOF, this Note has been duly signed and delivered by the undersigned at the place and on the day and year first above written.

Witness



David Dorazio



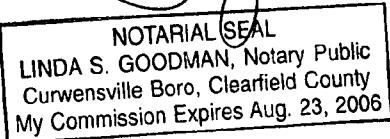
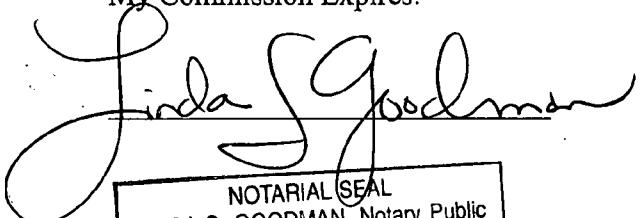
STATE OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:
)

ON THIS, the 3rd day of January, 2005 before me, a Notary Public for said Commonwealth and County, appeared DAVID DORAZIO and acknowledged that he executed the foregoing Judgment Note for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



My Commission Expires:



EXPLANATION AND WAIVER OF RIGHTS REGARDING
CONFESION OF JUDMENT

1. On the date hereof, David Dorazio ("Obligor") is signing and delivering to SWEET PEA POTTIES, INC., a Judgment Note ("Note").

The Obligor has been advised by the Obligee that the Note contains a clause that provides that the Obligee may confess judgment against the Obligor. The Obligor has read the Note and clearly and specifically understands that by signing the Note which contains such confession of judgment clause:

- (a) The Obligor is authorizing the Obligee to enter judgment against the Obligor and in favor of the Obligee, which will give the Obligee a lien upon any real estate which the Obligor may own in any County where the judgment is entered;
- (b) The Obligor is giving up an important right to any notice or opportunity for a hearing before the entry of this judgment on the records of the Court;
- (c) The Obligor is agreeing that the Obligee may enter this judgment and understands that the Obligor will be unable to contest the validity of the judgment should the Obligee enter it, unless the Obligor successfully challenges entry of the judgment on procedural grounds through a Petition to Open or Strike the Judgment, which will require the Obligor to retain counsel at the Obligor's expense; and
- (d) The Obligor is giving up an important right to any notice of opportunity for a hearing before the Obligee may request and use the power of the State government to deprive the Obligor of its property by having the Sheriff enforce the judgment.

2. The Obligor knows and understand that it is the confession of judgment clause in the Note which gives the Obligee the rights described in subparagraphs (a) through (d) of Paragraph One (1) above.

3. The Obligor fully and completely understands the rights which are being given up if the Obligor signs the Note containing the confession of judgment but nevertheless freely, knowingly, and voluntarily waives said rights and chooses to sign the Note.

4. The Obligor acknowledges that the Note is being entered into for business purposes.

This Explanation is dated this ____ day of January, 2005

THE OBLIGOR HAS READ THIS EXPLANATION AND WAIVER PRIOR TO SIGNING THE AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS.



DAVID DORAZIO

STATE OF PENNSYLVANIA

)

) SS:

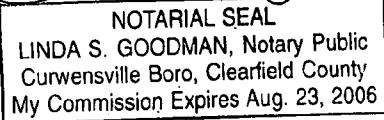
COUNTY OF CLEARFIELD

)

ON THIS, the 3rd day of January, 2005 before me, a Notary Public for said Commonwealth and County, appeared DAVID DORAZIO and acknowledged that he executed the foregoing Explanation and Waiver or Rights regarding Confession of Judgment, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:



NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Sweet Pea Potties, Inc.

Vs.

No. 2005-01209-CD

David Dorazio

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$2,000.00 on August 15, 2005.

William A. Shaw
Prothonotary

William A. Shaw

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

 COPY

Sweet Pea Potties, Inc.
Plaintiff(s)

No.: 2005-01209-CD

Real Debt: \$2,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

David Dorazio
Defendant(s)

Entry: \$20.00

Instrument: Judgment Note

Date of Entry: August 15, 2005

Expires: August 15, 2010

Certified from the record this 15th day of August, 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