

05-1819-CD  
First Comm Bank vs KTF

05-1819-CD  
First Comm. Bank al vs KTF Transp.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 05-1819-CJ

vs.

KTF TRANSPORT, LLC,

COMPLAINT IN  
CONFESION OF JUDGMENT

Defendant.

Filed on Behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa I.D. #41825  
Angela M. Sheffler, Esquire  
Pa. I.D. #90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

FILED *No CC*  
*12:25 PM Atty pd. 20.01*  
NOV 21 2005 *Notice to*  
*Def.*  
William A. Shaw *Statement*  
Prothonotary/Clerk of Courts *to Atty*  
*9*

## **ACT 105 OF 2000 NOTICE**

A JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT.

PURSUANT TO 42 PA. C.S.A. §2737.1, IF YOU WERE INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT IN CONFESSION OF JUDGMENT, YOU MAY BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY TAKE ACTION TO STRIKE THE JUDGMENT BY FOLLOWING THE PROCEDURE IN RULE 2959 WHICH IS AS FOLLOWS:

**I. Pennsylvania Rule of Civil Procedure 2959 – Striking Off Judgment.**

(a) (1) Relief From a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

(i) in support of a further request for a stay of execution where the court has stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of *prima facie* evidence of a defense; and

(ii) as provided by Pennsylvania Rule of Civil Procedure 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states *prima facie* grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440 (see text of Rule 440 reprinted below).

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings

on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment is pending.

Rule 440. Service of Legal Papers other than Original Process

(a) (1) Copies of all legal papers other than original process filed in an action or served upon any party to an action shall be served upon every other party to the action. Service shall be made

(i) by handing or mailing a copy to or leaving a copy for each party at the address of the party's attorney of record endorsed on an appearance or prior pleading of the party, or at such other address as a party may agree, or

Note: Such other address as a party may agree might include a mailbox in the prothonotary's office or an e-mail address. For electronic service by means other than facsimile transmission, see Rule 205.4(g).

(ii) by transmitting a copy by facsimile to the party's attorney of record as provided by subdivision (d).

(2) (i) If there is no attorney of record, service shall be made by handing a copy to the party or by mailing a copy to or leaving a copy for the party at the address endorsed on an appearance or prior pleading or the residence or place of business of the party, or by transmitting a copy by facsimile as provided by subdivision (d).

(ii) If such service cannot be made, service shall be made by leaving a copy at or mailing a copy to the last known address of the party to be served.

Note: This rule applies to the service upon a party of all legal papers other than original process and includes, but is not limited to, all other pleadings as well as motions, petitions, answers thereto, rules, notices, interrogatories and answers thereto. Original process is served under Rule 400 et seq.

(b) Service by mail of legal papers other than original process is complete upon mailing.

(c) If service of legal papers other than original process is to be made by the sheriff, he shall notify by ordinary mail the party requesting service to be made that service has or has not been made upon a named party or person.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
)  
Plaintiff, ) No. \_\_\_\_\_  
)  
vs. )  
)  
KTF TRANSPORT, LLC, )  
)  
Defendant. )

**COMPLAINT IN CONFESSION OF JUDGMENT**

Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank, by and through its counsel, Tucker Arensberg, P.C., avers as follows:

1. Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendant, KTF Transport, LLC ("Borrower"), is a limited liability company with a business address of 1672 Treasure Lake, DuBois, Pennsylvania 15801.
3. On or about July 22, 2002, Borrower executed and delivered to the Plaintiff a Promissory Note in the original principal amount of \$48,000.00 (the "Note"). A true and correct copy of the Note is attached hereto, incorporated herein, and labeled as Exhibit "A".
4. The Note contains a warrant of attorney whereby Defendant authorized the Bank to act as its lawful agent and attorney-in-fact for the purpose of entering judgment against Defendant and in favor of Bank, without notice or demand.

5. Borrower is in default under the Note for failure to make payment when due.

6. Due to the default by Borrower, on November 3, 2005, Plaintiff sent Borrower a demand letter ("Demand Letter") advising Borrower of the total balance due under the Note, and demanding immediate payment in full of that amount. A true and correct copy of the Demand Letter is attached hereto, incorporated herein and labeled as Exhibit "B".

7. To date the Borrower has failed or refused to make payment of the balance due to the Plaintiff.

8. Judgment has not been entered on the Note in any jurisdiction.

9. The Note has not been assigned.

**10. JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.**

11. As of November 7, 2005, the amount due from Borrower to Plaintiff pursuant to the Note is \$37,624.09, plus costs of suit and interest, computed as follows:

Principal Debt .....	\$ 31,810.88
Accrued interest through November 7, 2005.....	932.50
(accruing daily in the amount of \$6.627265)	
Late Charges:.....	1,606.37
Attorney's fees of 10% .....	<u>3,274.34</u>
Total:.....	\$ 37,624.09

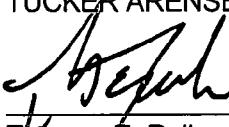
Plus interest accruing after November 7, 2005 at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant, KTF Transport, LLC, on the Note in the amount of Thirty-Seven Thousand Six

Hundred Twenty-Four and 09/100 Dollars (\$37,624.09), plus interest thereon at the contract rate after November 7, 2005, plus costs and expenses of suit and such other relief as this court deems appropriate.

Respectfully submitted,  
TUCKER ARENSBERG, P.C.

Date: November 17, 2005

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Counsel for First Commonwealth Bank,  
f/k/a Deposit, Bank, Plaintiff

261097.1:BF  
11555-122316

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
KTF TRANSPORT, LLC, )  
Defendant. )

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise address of Plaintiff is:

First Commonwealth Bank  
654 Philadelphia Street  
P.O. Box 400  
Indiana, Pennsylvania 15701-0400

and the last known address of the Defendant is:

KTF Transport, LLC  
1672 Treasure Lake  
DuBois, Pennsylvania 15801

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
Attorney for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call/Coll.	Account	Officer	Initials
\$48,000.00	07-22-2002	08-05-2004	11621		1110242	LJK	

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:** KTF TRANSPORT LLC (TIN: 25-1883760)  
1672 TREASURE LAKE  
DUBOIS, PA 15801

**Lender:** Deposit Bank, a division of First Commonwealth Bank  
DuBois Office  
2 East Long Avenue  
PO Box 607A  
Dubois, PA 15801  
(814) 371-2345

**Principal Amount:** \$48,000.00

**Date of Note:** July 22, 2002

**PROMISE TO PAY.** KTF TRANSPORT LLC ("Borrower") promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Forty-eight Thousand & 00/100 Dollars (\$48,000.00), together with interest at the rate of 7.5000% per annum on the unpaid principal balance from July 22, 2002, until paid in full.

**PAYMENT.** Borrower will pay this loan in 24 payments of \$2,168.69 each payment. Borrower's first payment is due September 5, 2002, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on August 5, 2004, 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. 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 PENALTY.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: In the event of the payment in full of this Promissory Note prior to twelve (12) months to the Maturity Date with funds obtained from another financial institution, the Borrower promises to pay a penalty equal to one percent (1%) of the principal amount outstanding at the time of Prepayment. Except for the foregoing, Borrower may pay 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: Deposit Bank, a division of First Commonwealth Bank; DuBois Office; 2 East Long Avenue; PO Box 607A; Dubois, PA 15801.

**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 5.000 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.

**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 dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, 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. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**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.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**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.

**EXPENSES.** If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted 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.

**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, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by SECURITY INTEREST IN A 1989 FREIGHTLINER VIN #2FUYDSYB0KV349502, A 1990 FREIGHTLINER VIN #1FUYDSYB8LH381930, A 1989 FREIGHTLINER VIN #1FUYDCYB3KP355505, A 1988 VOLVO VIN #1WUWDCJG6JN124094, A 1989 VOLVO VIN #4V1WDBCH8KN522087 and A 1993 KENWORTH T600 VIN #1XKAD69X1PS586710. COMMERCIAL GUARANTY OF TARA L FINLEY, KEVEN J FINLEY, OCIE PAUL CAIN AND CHERYL CAIN.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and

**EXHIBIT**

tabber

**PROMISSORY NOTE  
(Continued)**

Loan No: 11621

Page 2

the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

**LATE CHARGE.** A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

**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. 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 and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, 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); 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.

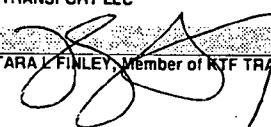
**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

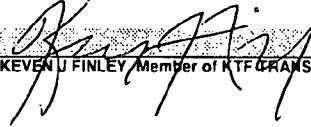
**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**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:**

**KTF TRANSPORT LLC**

By:  (Seal)  
TARA J. FINLEY, Member of KTF TRANSPORT LLC

By:  (Seal)  
KEVEN J. FINLEY, Member of KTF TRANSPORT LLC

LASER PRO Lending, Ver. 8.17.01.03 © 2002 Harland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. - PA L:1:DANK021C711PL029FC TR-0112 PR-CL0TERM

## CHANGE IN TERMS AGREEMENT

Principal \$48,000.00	Loan Date 07-22-2002	Maturity 08-05-2004	Loan No. 11621	Call/Coll.	Account 9251883760	Officer LJK	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:** KTF TRANSPORT LLC (TIN: 25-1883760)  
1672 TREASURE LAKE  
DUBOIS, PA 15801

**Lender:** FIRST COMMONWEALTH BANK  
Downtown Dubois Office  
2 East Long Avenue  
P.O. Box 607A  
Dubois, PA 15801  
(800) 711-2265

**Principal Amount:** \$48,000.00

**Date of Agreement:** 04/05/03

**DESCRIPTION OF EXISTING INDEBTEDNESS.** Promissory Note in the amount of Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) dated July 22, 2002 with a current principal balance of Forty Thousand Six Hundred Seventeen and 00/100 Dollars (\$40,617.00).

**DESCRIPTION OF COLLATERAL.** As set forth in the collateral section of the Promissory Note dated July 22, 2002.

**DESCRIPTION OF CHANGE IN TERMS.** In consideration of a \$50.00 fee, First Commonwealth Bank will make the following changes to the Promissory Note. First Commonwealth Bank will grant principal forbearance on the following payments: January 5, 2003, February 5, 2003, March 5, 2003 and April 5, 2003. Extend the maturity date from August 5, 2004 to April 5, 2007 and starting with the May 5, 2003 monthly payment date, reduce the monthly payment from \$2,168.69 to \$984.30. This new monthly payment of \$984.30 will continue until maturity. As a further condition to approval of this change in terms, the interest due to April 5, 2003 in the amount of \$1,025.48 will be paid at the signing of this agreement.

**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.

**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.**

**PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.**

**CIT SIGNERS:**

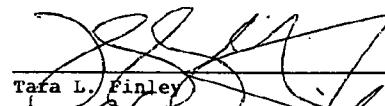
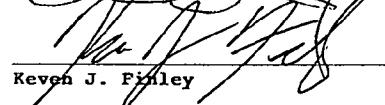
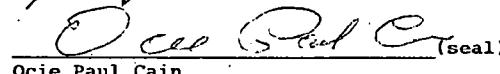
KTF TRANSPORT LLC

By:   
TARA L. FINLEY, Member of KTF TRANSPORT LLC (Seal)

By:   
KEVEN J. FINLEY, Member of KTF TRANSPORT LLC (Seal)

LASER PRO Lending, Ver. 8/20/2002, Copy. Herland Financial Solutions, Inc. 1997, 2002. All Rights Reserved. - PA LVC801NCFNPLU200.FC TR-4140 PRCHTERM

The undersigned guarantors hereby consent to the above described changes.

  
Tara L. Finley (seal)  
  
Keven J. Finley (seal)  
  
Ocie Paul Cain (seal)

  
Cheryl Cain (seal)

## CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Call/Coll	Account	Officer	Initials
\$33,867.50	10-08-2004	10-05-2014	11621		9251883760	LJK	

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 limitation.

**Borrower:** KTF Transport, LLC (TIN: 25-1883760)  
1672 Treasure Lake  
Dubois, PA 15801

**Lender:** FIRST COMMONWEALTH BANK  
Downtown Dubois Office  
2 East Long Avenue  
P.O. Box 607A  
Dubois, PA 15801  
(800) 711-2265

**Principal Amount:** \$33,867.50

**Interest Rate:** 7.500%

**Date of Agreement:** October 8, 2004

**DESCRIPTION OF EXISTING INDEBTEDNESS.** As set forth in Promissory Note dated July 22, 2002.

**DESCRIPTION OF COLLATERAL.** As set forth in Promissory Note dated July 22, 2002.

**DESCRIPTION OF CHANGE IN TERMS.** Effective October 5, 2004, set interest at a fixed rate of 7.50%. Beginning with payment due November 5, 2004, monthly principal and interest payments will be Four Hundred and Three and 92/100 US dollars (\$403.92). Maturity date will be October 5, 2014. Add collateral of property located at 1672 Treasure Lake Road, Dubois Pennsylvania, 15801.

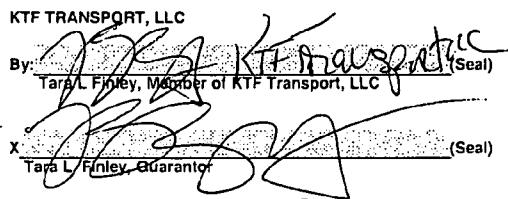
**CONTINUING VALIDITY.** Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future changes 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.

**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.**

**PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.**

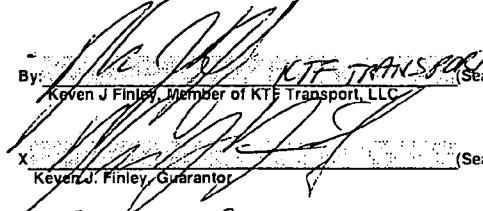
**CIT SIGNERS:**

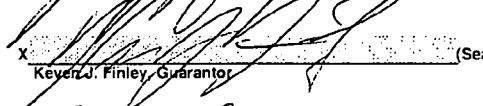
KTF TRANSPORT, LLC

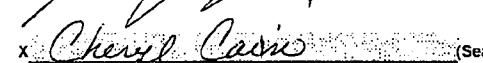
By:   
Taryn L. Finley, Member of KTF Transport, LLC (Seal)

X   
Taryn L. Finley, Guarantor (Seal)

X   
Ocie Paul Cain, Guarantor (Seal)

By:   
Kevin J. Finley, Member of KTF Transport, LLC (Seal)

X   
Kevin J. Finley, Guarantor (Seal)

X   
Cheryl Cain, Guarantor (Seal)

**TUCKER ARENSBERG**  
Attorneys

Thomas E. Reiber 412.594.5563  
treiber@tuckerlaw.com

November 2, 2005

VIA CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED AND REGULAR MAIL

KTF Transport LLC  
1672 Treasure Lake  
DuBois, PA 15801

Re: Notice of Default and Demand for Payment

Dear Gentlemen:

Reference is made to that certain promissory note which you executed and delivered to First Commonwealth Bank, formerly Deposit Bank (collectively the "**Obligation**").

The Obligation provides that it shall be a "Default" if there is a failure to make payment when due.

The Obligation provides that First Commonwealth Bank (the "**Bank**"), as a remedy available upon default, may accelerate the outstanding amounts due and demand payment of all outstanding principal, accrued interest, and costs permitted in the Note.

You have failed to make payments as required under the terms of the Obligation and this constitutes an Event of Default.

The Bank hereby declares the entire balance of the Obligation to be immediately due and owing and makes demand for immediate payment. As of October 28, 2005 the amount necessary to pay off the Obligation is \$34,283.48. The last payment received was on October 13, 2005, however the Obligation remains due for July 5, 2005. Additional interest and late charges shall continue to accrue.

Payment of all amounts due should be made by cashier's check to First Commonwealth Bank and directed to Dennis Baldwin at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400. For a current payoff please contact Mr. Baldwin at 724-463-2567.

**EXHIBIT**

NK\_FIN:260460-1 011555-122316

tabbed

*b*

g, P.C. 1500 One PPG Place Pittsburgh, PA 15222 p. 412.566.1212 f. 412.594.5619 [www.tuckerlaw.com](http://www.tuckerlaw.com)  
111 N. Front Street P.O. Box 889 Harrisburg, PA 17108 p. 717.234.4121 f. 717.232.6802

**TUCKER ARENSBERG**  
Attorneys

KTF Transport LLC  
November 2, 2005  
Page 2

The Bank reserves all rights and remedies that it has or may have under the Notes, any other loan documents executed in connection with the Notes, any other loan documents executed by the Borrower, any third party obligor, any pledgor, or any guarantor, and/or at law, in equity or otherwise.

Your immediate attention to this matter is recommended.

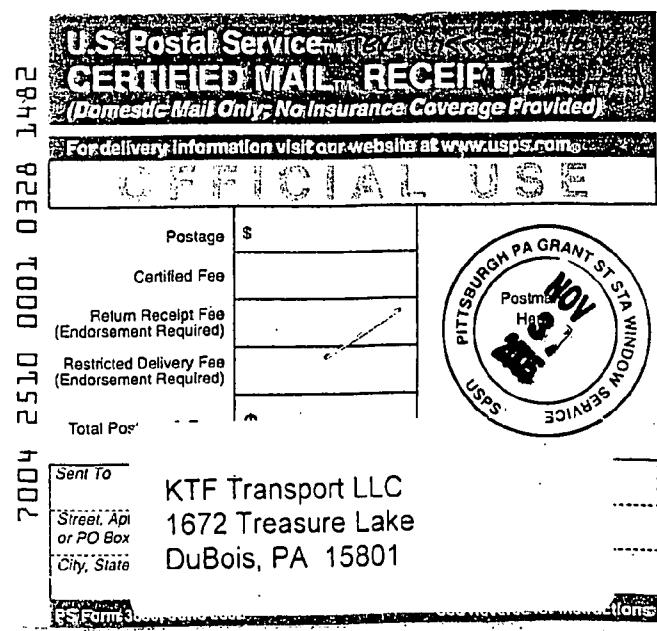
Very truly yours,

TUCKER ARENSBERG, P.C.



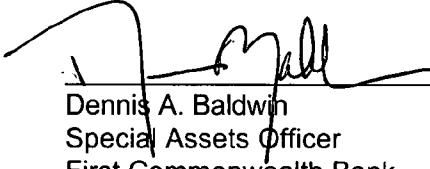
Thomas E. Reiber

<b>SENDER: COMPLETE THIS SECTION</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	
<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<p><b>A. Signature</b></p> <p><i>Thomas E. Reiber</i></p> <p><b>B. Received by (Printed Name)</b></p> <p><i>Thomas E. Reiber</i></p> <p><b>C. Date of Delivery</b></p> <p><i>11-9-05</i></p>	
<p><b>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</b></p> <p>If YES, enter delivery address below:</p>	
<p><b>2. Article Number</b></p> <p><i>7004 2510 0001 0328 1482</i></p> <p><i>(Transfer from service label)</i></p>	
<p><b>3. Service Type</b></p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p><b>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</b></p>	



**VERIFICATION**

I, Dennis A. Baldwin, Special Assets Officer of First Commonwealth Bank, hereby certify that the averments of fact contained in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that I am authorized to make this declaration on behalf of the Plaintiff, and that it is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.



Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

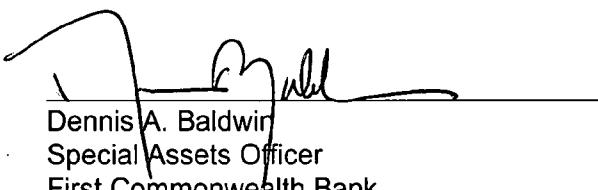
261097.1:BF  
11155-122316

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
)  
Plaintiff, ) No. \_\_\_\_\_  
)  
vs. )  
)  
KTF TRANSPORT, LLC, )  
)  
Defendant. )

**AFFIDAVIT**

I hereby certify that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that the Exhibits attached to the Complaint in Confession of Judgment are true and correct copies of the originals; that the Defendant is in default under the Note; that the underlying transaction giving rise to this action is commercial in nature and is not a consumer credit transaction against a natural person; and that I am authorized to make this Affidavit.



Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

Sworn to and subscribed before me  
this 14<sup>th</sup> day of November, 2005.

Leslia H. Stufft  
Notary Public

My commission expires: 9-24-08

**COMMONWEALTH OF PENNSYLVANIA**

NOTARIAL SEAL
LESHIA H STUFFT
INDIANA, INDIANA COUNTY
MY COMMISSION EXPIRES SEPT. 24, 2008

261097.1:BF/#11555-122316

 COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 05-1819 CD

vs.

KTF TRANSPORT, LLC,

COMPLAINT IN  
CONFESION OF JUDGMENT

Defendant.

Filed on Behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa I.D. #41825  
Angela M. Sheffler, Esquire  
Pa. I.D. #90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-1819-CD  
vs. )  
KTF TRANSPORT, LLC, )  
Defendant. )

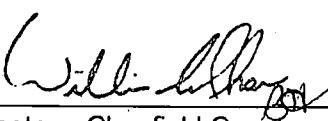
**NOTICE OF ENTRY OF JUDGMENT**

To: KTF Transport, LLC  
1672 Treasure Lake  
DuBois, PA 15801

You are hereby notified that a judgment was entered against you by confession in the  
above captioned proceeding on November 21, 2005.

The amount of the judgment is **\$37,624.09**, plus interest accruing at the contract rate and  
costs and expenses of suit.

~~A copy of the complaint is enclosed.~~

  
\_\_\_\_\_  
Prothonotary, Clearfield County

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

 COPY

First Commonwealth Bank  
Plaintiff(s)

No.: 2005-01819-CD

Real Debt: \$37,624.09

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

KTF Transport, LLC  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: November 21, 2005

Expires: November 21, 2010

Certified from the record this 21st day of November, 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

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 05-1819-CD

vs.

KTF TRANSPORT, LLC,

CERTIFICATE OF SERVICE  
UNDER RULE 2958.1

Defendant.

Filed on Behalf of FIRST  
COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Counsel of Record for This Party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm No. 287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

FILED  
NOV 29 2005  
DEC 05 2005  
F

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

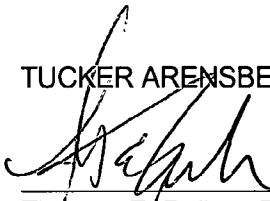
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
)  
Plaintiff, ) No. 05-1819-CD  
)  
vs. )  
)  
KTF TRANSPORT, LLC, )  
)  
Defendant. )

**CERTIFICATE OF SERVICE UNDER RULE 2958.1**

The undersigned hereby certifies that service of the Notice Under Rule 2958.1 of Judgment and Execution thereon was served upon the Defendant by certified mail return receipt requested on November 30, 2005. A true and correct copy of the certified mail receipt is attached hereto as Exhibit "A".

A true and correct copy of the Notice Under 2958.1 is attached hereto.

TUCKER ARENSBERG, P.C.

By: 

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Abreu, Esquire  
Pa. I.D. No. 90855  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

U.S. Postal Service™   
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	



**Sent To** KTF Transport LLC  
Street, Apt. No.:  
or PO Box No. 1672 Treasure Lake  
City, State, ZIP+4  
DuBois PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KTF Transport LLC  
1672 Treasure Lake  
DuBois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature   
 Agent  Addressee

B. Received by (Printed Name) **Glenn Finley** C. Date of Delivery **11-30-05**

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7005 1820 0000 3894 0450

PS Form 3811, February 2004

Domestic Return Receipt **11555-122316**

102595-02-M-1640

EXHIBIT

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	
Plaintiff,	)	No. 05-1819-CD
	)	
vs.	)	
	)	
KTF TRANSPORT, LLC,	)	
	)	
Defendants.	)	

**Notice Under Rule 2958.1  
of Judgment and Execution Thereon**

**NOTICE OF DEFENDANT'S RIGHTS**

To: KTF Transport, LLC  
1672 Treasure Lake  
DuBois, PA 15801

A judgment in the amount of **\$37,624.09** 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.

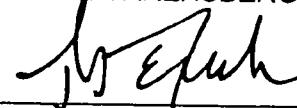
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone: (814) 765-2641 (ext. 5982)

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

Deed - 38011.

No.

Chester A. Hawkins  
High Sheriff of Clearfield County

TO

NATIONAL CITY BANK OF PENNSYLVANIA

3232 NEWMARK DRIVE  
MIAMISBURG, OH 45342

**SHERIFF DEED**

Dated MARCH 3, 2003  
For \$1.00 + COSTS

Sold as the property of

JOHN R. ENNIS, JR.

Sold on 02-380-CD