

05-1820-CD
First Comm Bank vs Kevin Finley

05-1820-CD
First Comm. Bank al vs Kevin Finley al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

KEVIN J. FINLEY and
TARA L. FINLEY,

Defendants.

CIVIL DIVISION

No. DS-1820-CD

COMPLAINT IN
CONFESION OF JUDGMENT

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

Counsel for Plaintiff:

Timothy A. Krieger, Esquire
Pa I.D. #65250
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 Atty pd. 20.00
m/2:34/01 Statement to Atty
NOV 2 1 2005 ICC Notice
William A. Shaw to ~~Def~~ Defs
Prothonotary/Clerk of Courts

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.)	
)	
KEVIN J. FINLEY and)	
TARA L. FINLEY,)	
)	
Defendants.)	

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. Defendants, Kevin J. Finley and Tara L. Finley ("Guarantors"), are adult individuals with a last known address of 1672 Treasure Lake, DuBois, Pennsylvania 15801.
3. On or about July 22, 2002, KTF Transport, LLC ("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".

Count I

4. The averments set forth in paragraph 1 through 3 are incorporated herein by reference as if set forth verbatim.

5. On or about July 22, 2002, Defendant, Kevin J. Finley ("Guarantor-1"), executed and delivered to Plaintiff a Commercial Guaranty (the "Guaranty-1") in connection with the indebtedness under the Note by which Guarantor-1 absolutely and unconditionally guaranteed payment of the Note indebtedness due from Borrower to Bank. A true and correct copy of Guaranty-1 is attached hereto and incorporated herein as Exhibit "B".

6. Guaranty-1 contains a warrant of attorney whereby Guarantor-1 authorized the Bank to act as his lawful agent and attorney-in-fact for the purpose of entering judgment against Guarantor-1 and in favor of Bank.

7. Guarantor-1 is in default under Guaranty-1 for failure to make payment on the Note when due.

8. Judgment has not been entered on Guaranty-1 in any jurisdiction.

9. Guaranty-1 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, and consequently the amount for which Guarantor-1 is liable under Guaranty-1, was \$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, late charges and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant, Kevin J. Finely, on Guaranty-1 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 late charges, costs and expenses of suit and such other relief as this court deems appropriate.

Count II

12. The averments set forth in paragraphs 4 through 11 are incorporated herein by reference as if set forth verbatim.

13. On or about July 22, 2002, Defendant, Tara J. Finley ("Guarantor-2"), executed and delivered to Plaintiff a Commercial Guaranty (the "Guaranty-2") in connection with the indebtedness under the Note by which Guarantor-2 absolutely and unconditionally guaranteed payment of the Note indebtedness due from Borrower to Bank. A true and correct copy of Guaranty-2 is attached hereto and incorporated herein as Exhibit "C". (Hereinafter, Guaranty-1 and Guaranty-2 will be referred to as the "Guarantees".)

14. Guaranty-2 contains a warrant of attorney whereby Guarantor-2 authorized the Bank to act as her lawful agent and attorney-in-fact for the purpose of entering judgment against Guarantor-2 and in favor of Bank.

15. Guarantor-2 is in default under Guaranty-2 for failure to make payment on the Note when due.

16. Judgment has not been entered on Guaranty-2 in any jurisdiction.

17. Guaranty-2 has not been assigned.

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

19. As of November 7, 2005, the amount due from Borrower to Plaintiff pursuant to the Note, and consequently the amount for which Guarantor-2 is liable under Guaranty-2, was \$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, late charges and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant, Tara L. Finley, on Guaranty-2 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 late charges, costs and expenses of suit and such other relief as this court deems appropriate.

Count III

20. The averments set forth in paragraphs 12 through 19 are incorporated herein by reference as if set forth verbatim.

21. WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendants, Kevin J. Finley and Tara L. Finley, on the Guarantees 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 late charges, costs and expenses of suit and such other relief as this court deems appropriate.

Respectfully submitted,
TUCKER ARENSBERG, P.C.

Date: November 8, 2005



Timothy A. Kieger, Esquire
Pa. I.D. No. 65250
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

260976.1:BF
11555-125867

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
)
Plaintiff,) No. _____
)
vs.)
)
KEVIN J. FINLEY and)
TARA L. FINLEY,)
)
Defendants.)

CONFESION OF JUDGMENT

Pursuant to the authority contained in the Warrants of Attorney within the Guarantees, copies of which are attached to the Complaint as Exhibits "B" and "C", I hereby appear for the Defendants and confess judgment in favor of the Plaintiff and against Defendants as follows:

Principal Debt	\$ 31,810.88
Accrued Interest Through November 7, 2005 ... (accruing daily in the amount of \$6.627265)	932.50
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, late charges and costs and expenses of suit.



Terry Krieger
Attorney for Defendants
pro hac vice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
)
Plaintiff,) No. _____
)
vs.)
)
KEVIN J. FINLEY and)
TARA L. FINLEY,)
)
Defendants.)

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

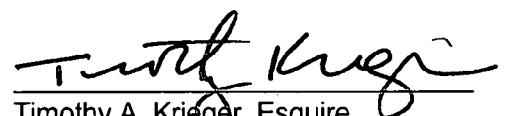
and the last known address of the Defendants is:

Kevin J. Finley
1672 Treasure Lake
DuBois, Pennsylvania 15801

Tara L. Finley
1672 Treasure Lake
DuBois, Pennsylvania 15801

TUCKER ARENSBERG, P.C.

By:


Timothy A. Krieger, Esquire
Pa. I.D. No. 65250
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 #2FUYDSYBLH381930, A 1989 FREIGHTLINER VIN #1FUYDCYB3KP355505, A 1988 VOLVO VIN #1WUWDCJG6JN124094, A 1989 VOLVO VIN #4V1WDBCH8KN622087 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

A

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.

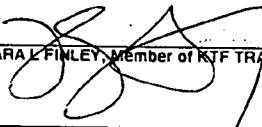
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

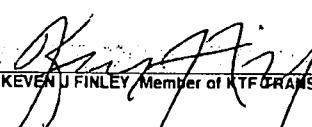
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

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 L. FINLEY, Member of KTF TRANSPORT LLC

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

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 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: \$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.

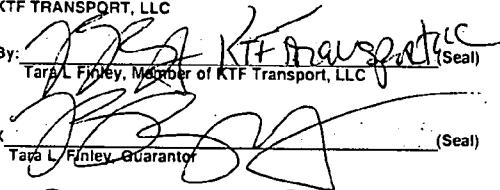
CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to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

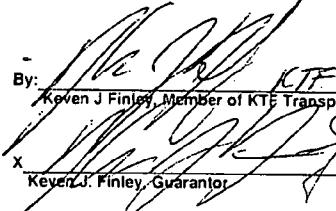
CIT SIGNERS:

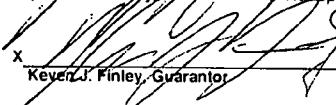
KTF TRANSPORT, LLC

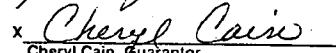
By:  KTF Transport, LLC (Seal)
Tara L. Finley, Member of KTF Transport, LLC

X  (Seal)
Tara L. Finley, Guarantor

X  (Seal)
Ocie Paul Cain, Guarantor

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

X  (Seal)
Keven J. Finley, Guarantor

X  (Seal)
Cheryl Cain, Guarantor

COMMERCIAL GUARANTY

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

Guarantor: KEVEN J FINLEY (SSN: 188-58-3525)
1672 TREASURE LAKE
DUBOIS, PA 15801

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of Forty-eight Thousand & 00/100 Dollars (\$48,000.00).

GUARANTY. For good and valuable consideration, KEVEN J FINLEY ("Guarantor") absolutely and unconditionally guarantees and promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of KTF TRANSPORT LLC ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

MUMIN LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described herein, plus all costs and expenses of (A) enforcement of this Guaranty and (B) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminated guaranties.

INDEBTEDNESS GUARANTEED. The Indebtedness guaranteed by this Guaranty includes the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's permissible fees.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases in the principal amount of the Indebtedness, or increase the interest rate on the original loan term; (C) to take and hold

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold any security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to 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; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

In addition to the waivers set forth above, if now or hereafter Borrower is or shall become insolvent and the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and gives up in favor of Lender and Borrower, and Lender's and Borrower's respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, or of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of the self-set, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the

EXHIBIT

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extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor 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. Guarantor to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness of Borrower to Lender, whether now or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in Lender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Lender shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to execute and file financing statements and continuation statements and to execute such other documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Guaranty, 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 of the Indebtedness 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), appeals, and any anticipated post-judgment collection services, to the extent permitted by applicable law. Guarantor also will pay any court costs, in addition to all other sums provided by law.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability partners, managers, or other agents acting or purporting to act on their behalf, and any Loan indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Guaranty shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. The terms of this Guaranty shall be binding upon Guarantor, and upon Guarantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

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 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.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means KTF TRANSPORT LLC, and all other persons and entities signing the Note in whatever capacity.

Guarantor. The word "Guarantor" means each and every person or entity signing this Guaranty, including without limitation KEVEN J FINLEY.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated July 22, 2002, in the original principal amount of \$48,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

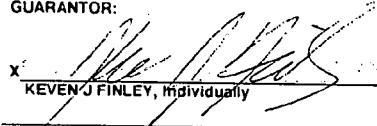
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

CONFESSION OF JUDGMENT. Guarantor 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 Guarantor and, with or without complaint filed, as of any term, confess or enter 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 Guaranty or a copy of this Guaranty verified by affidavit shall be sufficient warrant. The authority granted in this Guaranty to confess judgment against Guarantor 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 Guaranty.

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL GUARANTY AND GUARANTOR AGREES TO ITS TERMS. THIS COMMERCIAL GUARANTY IS DATED JULY 22, 2002. THIS GUARANTY IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS GUARANTY IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GUARANTOR:

X 
KEVEN J. FINLEY, Individually

(Seal)

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No.	Call / Coll.	Account	Officer	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: Deposit Bank, a division of First Commonwealth Bank
DuBols Office
2 East Long Avenue
PO Box 607A
Dubois, PA 15801
(814) 371-2345

Guarantor: TARA L FINLEY (SSN: 198-62-8891)
1672 TREASURE LAKE
DUBOIS, PA 15801

AMOUNT OF GUARANTY. This is a guaranty of payment of the Note, including without limitation the principal Note amount of Forty-eight Thousand & 00/100 Dollars (\$48,000.00).

GUARANTY. For good and valuable consideration, TARA L FINLEY ("Guarantor") absolutely and unconditionally guarantees and promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender") or its order, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of KTF TRANSPORT LLC ("Borrower") to Lender on the terms and conditions set forth in this Guaranty.

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall not exceed at any one time the amount of the Indebtedness described herein, plus all costs and expenses of (A) enforcement of this Guaranty and (B) collection and sale of any collateral securing this Guaranty.

The above limitation on liability is not a restriction on the amount of the Indebtedness of Borrower to Lender either in the aggregate or at any one time. If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminated guaranties.

INDEBTEDNESS GUARANTEED. The Indebtedness guaranteed by this Guaranty includes the Note, including (a) all principal, (b) all interest, (c) all late charges, (d) all loan fees and loan charges, and (e) all collection costs and expenses relating to the Note or to any collateral for the Note. Collection costs and expenses include without limitation all of Lender's permissible fees.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fall or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to 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; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentation, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

In addition to the waivers set forth above, if now or hereafter Borrower is or shall become insolvent and the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor hereby forever waives and gives up in favor of Lender and Borrower, and Lender's and Borrower's respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Borrower, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Borrower within the meaning of 11 U.S.C. section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor also waives any and all rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the

EXHIBIT

extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor 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. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness of Borrower to Lender, whether now or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to execute and file financing statements and continuation statements and to execute such other documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Guaranty, Lender shall be entitled to recover such sum as the court may judge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses of the Indebtedness 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), appeals, and any anticipated post-judgment collection services, to the extent permitted by applicable law. Guarantor also will pay any court costs, in addition to all other sums provided by law.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; The Guaranty fully reflects Guarantor's intentions and parol damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any Loan indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Guaranty shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided by applicable law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. The terms of this Guaranty shall be binding upon Guarantor, and upon Guarantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

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 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.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means KTF TRANSPORT LLC, and all other persons and entities signing the Note in whatever capacity.

Guarantor. The word "Guarantor" means each and every person or entity signing this Guaranty, including without limitation TARA L FINLEY.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated July 22, 2002, in the original principal amount of \$48,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

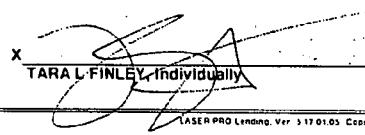
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

CONFESSION OF JUDGMENT. Guarantor 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 Guarantor and, with or without complaint filed, as of any term, confess or enter judgment against Guarantor for the entire principal balance of this Guaranty 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 Guaranty or a copy of this Guaranty verified by affidavit shall be sufficient warrant. The authority granted in this Guaranty to confess judgment against Guarantor 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 Guaranty.

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL GUARANTY AND GUARANTOR AGREES TO ITS TERMS. THIS COMMERCIAL GUARANTY IS DATED JULY 22, 2002. THIS GUARANTY IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS GUARANTY IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

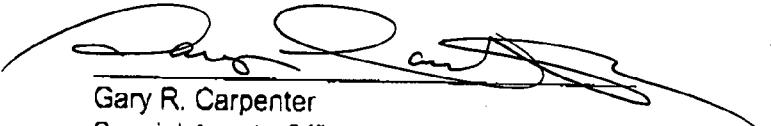
GUARANTOR:

X  (Seal)

TARA L. FINLEY, Individually

VERIFICATION

I, Gary R. Carpenter, 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.



Gary R. Carpenter
Special Assets Officer
First Commonwealth Bank

260976.1:BF
11155-125867

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
Plaintiff,) No. _____
vs.)
KEVIN J. FINLEY and)
TARA L. FINLEY,)
Defendants.)

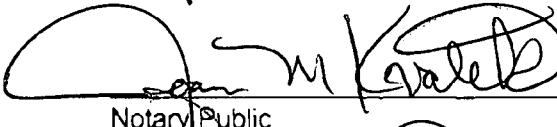
AFFIDAVIT

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 Defendants are in default under the Guarantees; that the underlying transactions giving rise to this action are commercial in nature and are not consumer credit transactions against a natural person; and that I am authorized to make this Affidavit.



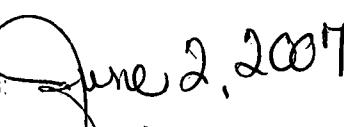
Gary R. Carpenter
Special Assets Officer
First Commonwealth Bank

Sworn to and subscribed before me
this 9th day of November, 2005.



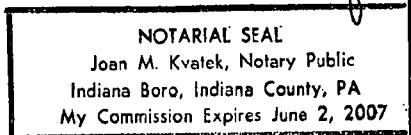
Notary Public

My commission expires:



June 2, 2007

260976.1:BF/#11555-125867



FILED

NOV 21 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
Plaintiff,) No. 05-1820-CJ
vs.)
KEVIN J. FINLEY and)
TARA L. FINLEY,)
Defendants.)

NOTICE OF ENTRY OF JUDGMENT

To: Kevin J. Finley
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, late
charges 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



COPY

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
Plaintiff,) No. 05-1820-CD
vs.)
KEVIN J. FINLEY and)
TARA L. FINLEY,)
Defendants.)

NOTICE OF ENTRY OF JUDGMENT

To: Tara L. Finley
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, late
charges 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.: 2005-01820-CD

Real Debt: \$37,624.09

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kevin J. Finley
Tara L. Finley
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. 05-1820-CD

vs.

KEVIN J. FINLEY and
TARA L. FINLEY,

CERTIFICATE OF SERVICE
UNDER RULE 2958.1

Defendants.

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

Counsel of Record for This Party:

Timothy A. Krieger, Esquire
Pa. I.D. No. 65250
Angela S. 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

DEC 12 2005
M/SR 30/4/05
William A. Shaw
Prothonotary/Clerk of Courts
No C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
)
Plaintiff,) No. 05-1820-CD
)
vs.)
)
KEVIN J. FINLEY and)
TARA L. FINLEY,)
)
Defendants.)

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 Defendants by certified mail return receipt requested on November 30, 2005. True and correct copies of the certified mail receipts are attached hereto as Exhibit "A".

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

TUCKER ARENSBERG, P.C.

By:



Timothy A. Krieger, Esquire
Pa. I.D. No. 65250
Angela S. 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

OFFICIAL USE

Postage	\$	Certified Fee	
Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$			
<p>Send To Street, Apt. No. or PO Box No. City, State, ZIP/4 PS Form 3811, June 2002</p> <p>See Reverse for Instructions</p>			

John J. Finley
1472 Treasure Lake
W.B. Bons PA 15801

PS 2004 0001 0321 2510

PS 2004 0001 0321 2510

PS 2004 0001 0321 2510

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature

John J. Finley

B. Agent

John J. Finley

C. Date of Delivery

11-30-04

D. Received by (Printed Name)

John J. Finley

E. Addressee

John J. Finley

F. Is delivery address different from item 1?

No

G. Insured Mail

No

H. C.O.D.

No

I. Restricted Delivery? (Extra Fee)

No

J. Yes

2. Article Number

(Transfer from service label)

7005 1820 0000 3894 0542

PS Form 3811, February 2004

Domestic Return Receipt 11355425867 1102595-02-M-1540

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature

John J. Finley

B. Received by (Printed Name)

John J. Finley

C. Date of Delivery

11-30-04

- 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:

John J. Finley
1472 Treasure Lake
W.B. Bons PA 15801

3. Service Type

Certified Mail
 Registered
 Insured Mail
 C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

Postage	\$	Certified Fee	
Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$			
<p>Send To Street, Apt. No. or PO Box No. City, State, ZIP/4 PS Form 3800, June 2002</p> <p>See Reverse for Instructions</p>			

John J. Finley
1472 Treasure Lake
W.B. Bons PA 15801

PS 2005 0000 3894 0542

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt 11355425867 102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	
Plaintiff,)	No. 05-1820-CD
)	
vs.)	
)	
KEVIN J. FINLEY and)	
TARA L. FINLEY,)	
)	
Defendants.)	

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

NOTICE OF DEFENDANT'S RIGHTS

To: Kevin J. Finley
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.

Timothy A. Krieger

Timothy A. Krieger, Esquire
Pa. I.D. No. 65250
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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
)
 Plaintiff,) No. 05-1820-CD
)
 vs.)
)
 KEVIN J. FINLEY and)
 TARA L. FINLEY,)
)
 Defendants.)

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

NOTICE OF DEFENDANT'S RIGHTS

To: Tara L. Finley
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.

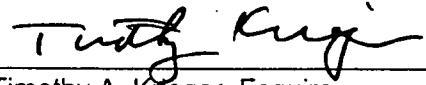
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

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.

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TUCKER ARENSBERG, P.C.



Timothy A. Krieger, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

Case No. 05-1820-CD

vs.

KEVIN J. FINLEY and
TARA L. FINLEY,

PRAECIPE TO SATISFY JUDGMENT
AND SETTLE AND DISCONTINUE

Defendants.

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Michael J. Stauber, Esquire
Pa. I.D. No. 201022
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

FILED *at \$7.00 Atty*
10:30 AM ICC + 1 Cert adsc.
SEP 19 2008 of sat
ISSUED TO Atty Reiber
WM
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,) Case No. 05-1820-CD
)
vs.)
)
KEVIN J. FINLEY and)
TARA L. FINLEY,)
)
Defendants.)

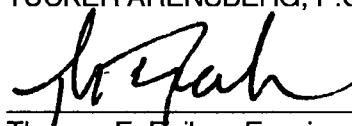
PRAECIPE TO SATISFY JUDGMENT AND
SETTLE AND DISCONTINUE

TO: Clearfield County Prothonotary

Kindly satisfy the judgment and settle and discontinue the action against the Defendants at the above referenced case number.

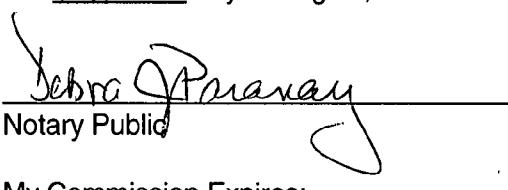
TUCKER ARENSBERG, P.C.

By:



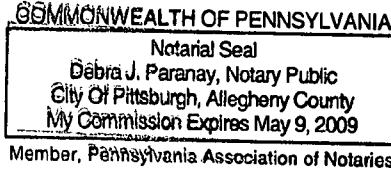
Thomas E. Reiber, Esquire
Michael J. Stauber, Esquire
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Sworn to and subscribed before me
this 29th day of August, 2008.



Debra J. Paranay
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

333401.1:BF
11555-125867

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2005-01820-CD

First Commonwealth Bank
Deposit Bank

Debt: \$37,624.09

Vs.

Atty's Comm.:

Kevin J. Finley
Tara L. Finley

Interest From:

Cost: \$7.00

NOW, Friday, September 19, 2008, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 19th day of September, A.D. 2008.

William L. Shanahan
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**First Commonwealth Bank
Deposit Bank**

vs. **No. 2005-01820-CD**
Kevin J. Finley
Tara L. Finley

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 19, 2008, marked:

Satisfy Judgment and Settled and Discontinued

Record costs in the sum of \$20.00 have been paid in full by Timothy A. Krieger Esq.
Record costs in the sum of \$7.00 have been paid in full by Tucker Arensberg PC.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of September A.D. 2008.



LM

William A. Shaw, Prothonotary