

05-1875-CD
W. G. Satterlee vs Anthony Flango

William G Satterlee vs Anthony Flango
2005-1875-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

William G Satterlee & Sons Inc CIVIL ACTION
(Plaintiff)

12475 Route 119 North
(Street Address)

Rochester Mills PA 15771
(City, State ZIP)

No. 2005-1875-C0

Type of Case: _____

Type of Pleading: Judgement

vs.

Anthony Flango
(Defendant)

RD#1 Box 301
(Street Address)

Hartzdale PA 16651
(City, State ZIP)

Filed on Behalf of:

William G Satterlee & Sons Inc
(Plaintiff) Defendant

FILED

DEC 01 2005

13:30 15

William A. Shaw

Prothonotary/Clerk of Courts

No T14 to DEF.

William G Satterlee & Sons, Inc
(Filed by)

12475 Route 119 N Rochester Mills PA
(Address) 15771

724-397-2400
(Phone)

Daniel R. Hager
(Signature)
Daniel R. Hager

GUARANTEE

William G Satterlee & Sons, Inc.
RD 1 Box 173
Rochester Mills, Pennsylvania 15771

Gentlemen:

The undersigned, intending to be legally bound hereby, and in order to induce William G Satterlee & Sons, Inc. and its affiliates (collectively, "you") to sell, or to continue to sell, petroleum products to:

Shel's Coal Hand Inc

("Customer").

and to extend, or to continue to extend, credit to Customer does hereby unconditionally guarantee the prompt and punctual payment to you of:

- (a) any and all present and future indebtedness, absolute or contingent, however arising and however evidenced, of Customer to you (collectively "indebtedness");
- (b) all interest thereon ("Interest"); and
- (c) all costs, including reasonable attorneys' fees, paid or incurred by you in endeavoring to collect from Customer or the undersigned, and part of the Indebtedness and/or Interest (collectively "Cost").
up to a maximum dollar amount of \$25000.00

The undersigned waives notice of any sale of petroleum products to Customer or the incurring of any Indebtedness and consents to any extensions, renewals and forbearances granted by you with respect to any Indebtedness and to your release thereto, and agrees that you may grant such extensions, renewals, forbearances and releases without further authority from the undersigned and without affecting or impairing this Guarantee.

The undersigned waives any requirement that you take any action or exhaust any right against Customer. The undersigned agrees that its liability to you shall be primary, and that with respect to any right of action which may accrue to you hereunder, you may, at your option, proceed against the undersigned and Customer jointly and/or severally, or proceed immediately against the undersigned without having commenced any action against or having obtained any judgement against Customer.

This guarantee may be terminated only by written notice to you from the undersigned to make no further sales to and accept no further Indebtedness of Customer in reliance hereon. After receipt of such notice, this Guarantee shall continue as to all Indebtedness then in existence (including all extensions and renewals thereof), all Interest and all Costs, but shall not extend to other Indebtedness of Customer thereafter incurred.

The undersigned warrants and represents that he has the lawful power and authority to make and deliver this Guarantee and that this Guarantee is its valid and legally binding obligation.

THE UNDERSIGNED HEREBY EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORDS WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR UNDERSIGNED AND TO CONFESS JUDGMENT AS OFTEN AS NECESSARY AGAINST UNDERSIGNED IN FAVOR OF THE HOLDER OF THIS GUARANTEE, FOR THE ABOVE SUM PLUS INTEREST, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES, WITH RELEASE OF ALL ERRORS, UNDERSIGNED HEREBY WAIVES ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION.

This Guarantee shall be governed as to its validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania.

If this Guarantee is signed by more than one party, all references to the "undersigned" herein shall be deemed to refer to each of the undersigned and in that case, all obligations and liabilities hereunder shall be the joint and several obligations and liabilities of the undersigned.

Very truly yours,

ATTEST

BY JKO

BY

Anthony Flango
Anthony Flango

DATED 12/22/04

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

W. G. Satterlee and Sons, Inc.

Vs.

No. 2005-01875-CD

Anthony Flango

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$25,000.00 on the December 1, 2005.

William A. Shaw
Prothonotary

William A. Shaw

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

W. G. Satterlee and Sons, Inc.

Plaintiff(s)

No.: 2005-01875-CD

Real Debt: \$25,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Anthony Flango

Defendant(s)

Entry: \$20.00

Instrument: Judgment Note

Date of Entry: December 1, 2005

Expires: December 1, 2010

Certified from the record this December 1, 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