

**JJ Powell vs James Moslak et al  
2006-352-CD**

**06-352-CD  
J.J. Powell Inc vs James Moslak al**

Date: 4/12/2007  
Time: 09:28 AM  
Page 1 of 2

**Clearfield County Court of Common Pleas**

User: LMILLER

ROA Report

Case: 2006-00352-CD

Current Judge: Fredric Joseph Ammerman

J. J. Powell, Inc. vs. James Moslak, James M. Moslak

**Judgment**

| Date       | Judge  |
|------------|--|
| 3/6/2006   | New Case Filed.  |
|            | <input checked="" type="checkbox"/> Filing: Complaint/Confessioin of Judgment Paid by: Mason Law Office<br>Receipt number: 1912769 Dated: 03/06/2006 Amount: \$20.00 (Check)<br>Judgment entered in favor of the Plaintiff and against the defendant in the amount of \$15,586.69. 2CC, 2 notice and 2 statements to atty; notice to defts.  |
| 3/13/2006  | <input checked="" type="checkbox"/> Certificate of Service, filed. Served a certified copy of a Notice of Judgment, together with a copy of a Complaint in Confession of Judgment, Confession of Judgment and Notice attached thereto, as filed in the above captioned matter on James Moslak Sr. and James Moslak Jr., filed by s/ David C. Mason Esq. No CC.                               |
| 3/29/2006  | <input checked="" type="checkbox"/> Petition to Strike or Open Judgment by Confession, filed by Atty. Thompson, 2 Cert. to Atty.<br><input checked="" type="checkbox"/> Answer to Complaint Containing New Matter, filed by s/ David R. Thompson Esq. 2 CC to atty.  |
| 3/31/2006  | <input checked="" type="checkbox"/> Order, this 30th day of March, 2006, upon consideration of the Petition to Strike or Open Judgment by Confession filed by the Defendants, it is Herby Ordered and Decreed that a hearing is scheduled the 21st day of April, 2006, at 1:30 p.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Thompson               |
| 4/12/2006  | <input checked="" type="checkbox"/> Certificate of Service, copy of the Petition to Strike or Open Judgment by Confession; Order scheduling a hearing for the 21st day of April, 2006, at 1:30 p.m., Answer Containing New Matter and Notice to Plead, served upon J.J. Powell, Inc., c/o David C. Mason, Esquire, on April 6, 2006. Filed by s/ David R. Thompson, Esquire. 1CC to Atty     |
| 4/19/2006  | <input checked="" type="checkbox"/> Plaintiff's Reply to Defendants' New Matter, filed by s/ David C. Mason Esq. 4CC Atty Mason.<br><input checked="" type="checkbox"/> Answer to Petition to Strike of Open Judgment, filed by s/ David C. Mason Esq. 4CC Atty Mason.   |
|            | <input checked="" type="checkbox"/> Certificate of Service, filed. Served a true and correct copy of the Plaintiff's Answer to Defendants' Petition to Strike or Open Judgment filed in the above captioned action to David R. Thompson filed by s/ David C. Mason Esq. 4CC Atty Mason.  |
| 11/21/2006 | <input checked="" type="checkbox"/> Certificate of Service, filed. Served a true and correct copy of a Praeclipe for Fredric Joseph Ammerman Trial List, filed in the above captioned action on David R. Thompson Esq., filed by s/ David C. Mason Esq. 2CC Atty Mason<br><input checked="" type="checkbox"/> Praeclipe For Trial List, filed by s/ David C. Mason, Esquire. 2CC Atty. Mason |
| 1/3/2007   | <input checked="" type="checkbox"/> Order AND NOW, this 2nd day January 2007, it is the ORDER of this Court that the Pre-Trial Conference in the above matter shall be held on the 24th day of January 2007 at 1:30 p.m. in Chambers. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty: Mason and Thompson.   |
| 1/19/2007  | <input checked="" type="checkbox"/> Certificate of Service, filed. Served a true and correct copy of the Plaintiff's Pre-Trial Statement on Honorable Fredric J. Ammerman and David R. Thompson Esq., filed by David C. Mason Esq. No CC.  |
| 1/24/2007  | <input checked="" type="checkbox"/> Certificate of Service, filed. Served a true and correct copy of the Pre-Trial Statement, in the above captioned matter on J.J. Powell Inc. c/o David C. Mason Esq., filed by s/ David R. Thompson Esq. NO CC.   |

Date: 4/12/2007

Time: 09:28 AM

Page 2 of 2

**Clearfield County Court of Common Pleas**

User: LMILLER

ROA Report

Case: 2006-00352-CD

Current Judge: Fredric Joseph Ammerman

J. J. Powell, Inc. vs. James Moslak, James M. Moslak

**Judgment**

| Date               | Judge                   |
|--------------------|-------------------------|
| 1/26/2007 <i>X</i> | Fredric Joseph Ammerman |

Order, NOW, this 24th day of Jan., 2007, Ordered that

1. The Court grants the Petition to Strike or Open Judgment (06-352-CD) to the extent that judgment is opened, but not stricken.
2. Non-Jury Trial is scheduled to commence at 9:00 a.m. in Courtroom 1 on April 17, 2007. by the Court, /s/ Fredric J. Ammerman, Pres. Judge.

2CC Atty: Mason, Thompson

4-17-07 Order, dated 4-17-2007

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

CIVIL ACTION - LAW

J. J. POWELL, INC.,

\*

\* No. 2006-352-CD

Plaintiff

\*

VS.

JAMES MOSLAK and  
JAMES M. MOSLAK

\*

\*

\*

\*

Defendants

\*

**FILED**

MAR 06 2006

William A. Shaw, UN  
Prothonotary/Clerk of Courts

2 CC, 2 NOTICE

2 STATEMENTS

TO ATTY

NOTICE TO  
DEFS

NOTICE UNDER RULE 2958.1  
OF JUDGMENT AND EXECUTION THEREON  
NOTICE OF DEFENDANTS' RIGHTS

TO: James Moslak and James M. Moslak, Defendants

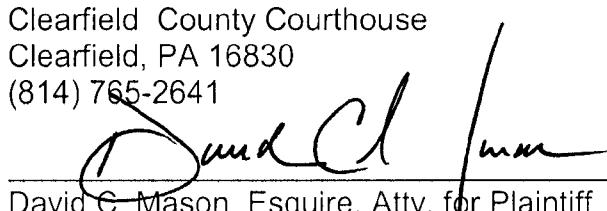
A judgment in the amount of \$15,606.69 has been entered against you and in favor of the Plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the 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.

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

  
\_\_\_\_\_  
David C. Mason, Esquire, Atty. for Plaintiff  
409 N. Front Street, P.O. Box 28  
Philipsburg, PA 16866  
(814) 342-2240

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

CIVIL ACTION - LAW

|                     |       |
|---------------------|-------|
| J. J. POWELL, INC., | *     |
|                     | * No. |
| Plaintiff           | *     |
|                     | *     |
| vs.                 | *     |
|                     | *     |
| JAMES MOSLAK and    | *     |
| JAMES M. MOSLAK     | *     |
|                     | *     |
| Defendants          | *     |

**NOTICE OF JUDGMENT**

TO: James Moslak and  
James M. Moslak  
R. D. #2, Box 62A  
Philipsburg, PA 16866

You are hereby notified that on the 6th day of march, 2006,  
a Judgment in the amount of \$15,586.69, plus interest and costs of suit was entered  
against you.

PROTHONOTARY

By: Willie L. Sharpe

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

CIVIL ACTION - LAW

|                     |       |
|---------------------|-------|
| J. J. POWELL, INC., | *     |
|                     | * No. |
| Plaintiff           | *     |
|                     | *     |
| vs.                 | *     |
|                     | *     |
| JAMES MOSLAK and    | *     |
| JAMES M. MOSLAK     | *     |
|                     | *     |
| Defendants          | *     |

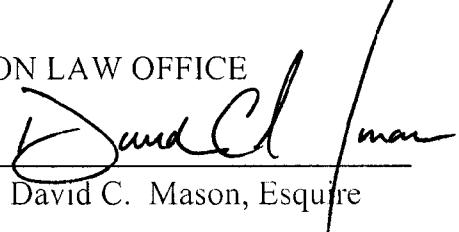
**CONFESION OF JUDGMENT**

Pursuant to the authority contained in the Warrant of Attorney, the original of which is attached to the Complaint filed in this action, I appear for the Defendants and confess judgment in favor of the Plaintiff and against Defendants, individually, severally and jointly as follows:

|  |              |
|--|--------------|
| Principal Debt                                       | \$13,201.97  |
| Interest at the rate of 7% per annum from July, 2005 | 693.18       |
| Late fees  | 371.34       |
| Attorneys' fees authorized by warrant                | 1,320.20     |
| Costs of Suit (to be added)                          | <u>20.00</u> |
| TOTAL  | \$15,606.69  |

MASON LAW OFFICE

By:

  
David C. Mason, Esquire

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

CIVIL ACTION - LAW

J. J. POWELL, INC.,

\*

\* No.

Plaintiff

\*

\*

vs.

\* Type of Case: Judgment

\*

JAMES MOSLAK and

\* Type of Pleading: Complaint in

JAMES M. MOSLAK

\* Confession of Judgment

\*

Defendants

\* Filed on Behalf of:

\* J. J. Powell, Inc.

\* Plaintiff

\*

\* Counsel of Record for this Party:

\* David C. Mason, Esquire

\* Sup. Court No. 39180

\* P. O. Box 28

\* Philipsburg, PA 16866

\* (814) 342-2240

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

CIVIL ACTION - LAW

|                     |       |
|---------------------|-------|
| J. J. POWELL, INC., | *     |
|                     | * No. |
| Plaintiff           | *     |
|                     | *     |
| vs.                 | *     |
|                     | *     |
| JAMES MOSLAK and    | *     |
| JAMES M. MOSLAK     | *     |
|                     | *     |
| Defendants          | *     |

**COMPLAINT IN CONFESSION OF JUDGMENT**

**PURSUANT TO PA. R.C.P. 2951(b)**

AND NOW COMES the Plaintiff, J. J. Powell, Inc., by and through its attorney, David C. Mason, Esquire, who files this Complaint pursuant to Pa. R.C.P. 2951(b), of which the following are averments of fact:

1. Plaintiff is J. J. Powell, Inc., a Pennsylvania corporation with an office or place of business at P. O. Box 30, Philipsburg, Pennsylvania, 16866.
2. Defendants are James Moslak and James M. Moslak, adult individuals, whose last known address was R. D. 2, Box 62A, Philipsburg, Pennsylvania, 16866.
3. Defendants are Co-Makers of a Judgment Note in the original principal amount of \$60,523.65, a true and correct copy of which is attached hereto as Exhibit

“A” and incorporated herein by reference.

4. The Judgment Note above referenced and attached to this Complaint contains a warrant of attorney which authorizes and empowers any attorney of any Court of record in Pennsylvania to appear for and to enter and confess judgment against the Co-Makers, at any time or times.

5. Judgment on the aforesaid Note was previously entered to Clearfield County Court of Common Pleas docket No. 99-967-CD in the amount of \$59,728.91.

6. Currently due and owing to the Plaintiff under the Judgment Note is the sum of \$13,201.97.

7. Defendants have failed to make the required principal and interest payment in the amount of \$825.16 for the month of July 2005, and for each and every month thereafter.

8. Defendants have defaulted on their obligation to Plaintiff set forth in the parties’ Promissory Note attached as Exhibit A as a result of their failure to make any payment whatsoever after June, 2005.

9. Pursuant to the terms of the Promissory Note, a late fee in the amount of five (5%) percent of the monthly payment shall be added if payment is not made within ten (10) days of the date the payment is due.

10. Plaintiff is owed late payment charges in the amount of \$371.34 for the nine (9) months of July 2005 through March, 2006.

11. The total principal, interest and late charges currently due to Plaintiff is in the amount of \$14,266.49.

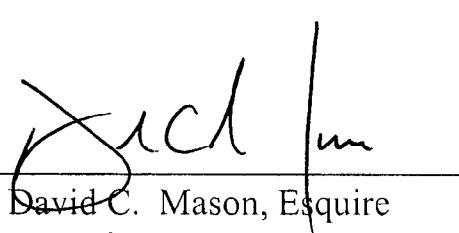
12. There has been no assignment of the Promissory Note by Plaintiff.

13. This judgment is not being entered against the Defendants as a result of a consumer credit transaction.

14. Upon default, the Promissory Note attached hereto contains the authority for judgment to be entered against the Defendants by "any attorney of any court of Record of Pennsylvania or elsewhere" with costs of suit and attorney fees of ten (10%) percent for collection added.

WHEREFORE, Plaintiff demands judgment be entered in favor of Plaintiff and against Defendants in the amount of \$15,586.69, plus interest and costs of suit.

MASON LAW OFFICE

By: 

David C. Mason, Esquire  
Atty. for Plaintiff

## **VERIFICATION**

I, R. KEITH POWELL, of J. J. Powell, Inc., verify that the statements made in this Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

*March 3, 2006*

J. J. POWELL, INC.,

By: 

**PROMISSORY NOTE**

**\$60,523.65**

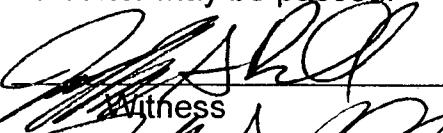
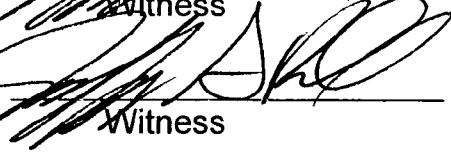
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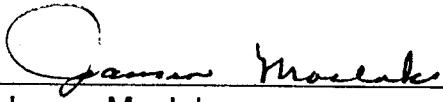
**FOR VALUE RECEIVED**, the undersigned, **JAMES MOSLAK** and **JAMES M. MOSLAK**, currently of Hawk Run, Pennsylvania, 16840, promise to pay in lawful money of the United States of America to the order of **J. J. POWELL, INC.**, the sum of **SIXTY THOUSAND FIVE HUNDRED TWENTY THREE and 65/100 (\$60,523.65) DOLLARS**, in the following manner:

**OBLIGORS** shall pay to **OBLIGEE** the sum of **SIXTY THOUSAND FIVE HUNDRED TWENTY THREE and 65/100 (\$60,523.65) DOLLARS**, together with interest at the rate of **seven (7%)** percent per annum in eighty-four (84) equal monthly installments of **Eight Hundred Twenty Five and 16/100 (\$825.16) Dollars** beginning the **1st** day of **May, 1998**, and a like sum to be paid on the **1st** day of each and every month until the entire principal balance, interest, late charges, and/or any other charges due hereunder have been fully paid, in accordance with Schedule "A" attached hereto. Payments shall be made by cash or money order payable to the Obligee's address.

If any monthly payment is not made within ten (10) days of the date the same is due, a late charge of five percent of said monthly payment shall be added to said payment. **OBLIGOR** may prepay all or any portion of the remaining principal balance of this debt at any time without prepayment penalty.

**AND FURTHER**, upon default, the undersigned does hereby authorize and empower the Prothonotary or Clerk or any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for and to enter judgment against the undersigned at any time either before or after maturity for the full principal amount of this Note with or without declaration filed with costs of suit, release of errors, without stay of execution and with attorney's fees of ten (10%) percent for collection added, and the undersigned waives the right of inquisition of any real estate that may be levied upon to collect this note and does hereby voluntarily condemn the same and authorizes the Prothonotary or Clerk to enter upon the fieri facias said voluntary condemnation, and agrees that said real estate may be sold on a writ of execution, and hereby waives and releases all relief from any and all appraisement, stay or exemption laws of any State, or of the United States, now in force or which hereafter may be passed.

  
Witness  
  
Witness

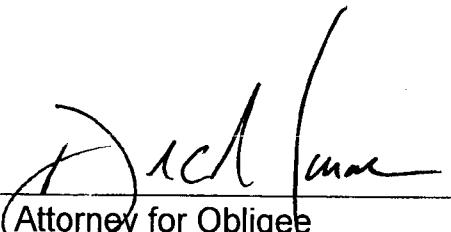
  
James Moslak  
  
James M. Moslak

I certify the precise address of the **OBLIGORS** is:

Hawk Run, PA 16840

and the precise address of the **OBLIGEE** is:

P.O. Box 30  
Philipsburg, PA 16866

  
Attorney for Obligee

**MOSLAK AMOCO**  
Loan Amortized at 7%

| Date                        | Payment Number | Payment Amount | Principal | Interest | Principal Balance |
|-----------------------------|----------------|----------------|-----------|----------|-------------------|
| Opening Balance             |                |                |           |          | 60,523.65         |
| <b>Year Ending 12/31/98</b> |                |                |           |          |                   |
| 5/1/98                      | 1              | 825.16         | 472.11    | 353.05   | 60,051.54         |
| 6/1/98                      | 2              | 825.16         | 474.86    | 350.30   | 59,576.68         |
| 7/1/98                      | 3              | 825.16         | 477.63    | 347.53   | 59,099.05         |
| 8/1/98                      | 4              | 825.16         | 480.42    | 344.74   | 58,618.63         |
| 9/1/98                      | 5              | 825.16         | 483.22    | 341.94   | 58,135.41         |
| 10/1/98                     | 6              | 825.16         | 486.04    | 339.12   | 57,649.37         |
| 11/1/98                     | 7              | 825.16         | 488.87    | 336.29   | 57,160.50         |
| 12/1/98                     | 8              | 825.16         | 491.72    | 333.44   | 56,668.78         |
| Total Year Ending 12/31/98  |                | 6,601.28       | 3,854.87  | 2,746.41 | 56,668.78         |
| <b>Year Ending 12/31/99</b> |                |                |           |          |                   |
| 1/1/99                      | 9              | 825.16         | 494.59    | 330.57   | 56,174.19         |
| 2/1/99                      | 10             | 825.16         | 497.48    | 327.68   | 55,676.71         |
| 3/1/99                      | 11             | 825.16         | 500.38    | 324.78   | 55,176.33         |
| 4/1/99                      | 12             | 825.16         | 503.30    | 321.86   | 54,673.03         |
| 5/1/99                      | 13             | 825.16         | 506.23    | 318.93   | 54,166.80         |
| 6/1/99                      | 14             | 825.16         | 509.19    | 315.97   | 53,657.61         |
| 7/1/99                      | 15             | 825.16         | 512.16    | 313.00   | 53,145.45         |
| 8/1/99                      | 16             | 825.16         | 515.14    | 310.02   | 52,630.31         |
| 9/1/99                      | 17             | 825.16         | 518.15    | 307.01   | 52,112.16         |
| 10/1/99                     | 18             | 825.16         | 521.17    | 303.99   | 51,590.99         |
| 11/1/99                     | 19             | 825.16         | 524.21    | 300.95   | 51,066.78         |
| 12/1/99                     | 20             | 825.16         | 527.27    | 297.89   | 50,539.51         |
| Total Year Ending 12/31/99  |                | 9,901.92       | 6,129.27  | 3,772.65 | 50,539.51         |
| <b>Year Ending 12/31/00</b> |                |                |           |          |                   |
| 1/1/00                      | 21             | 825.16         | 530.35    | 294.81   | 50,009.16         |
| 2/1/00                      | 22             | 825.16         | 533.44    | 291.72   | 49,475.72         |
| 3/1/00                      | 23             | 825.16         | 536.55    | 288.61   | 48,939.17         |
| 4/1/00                      | 24             | 825.16         | 539.68    | 285.48   | 48,399.49         |
| 5/1/00                      | 25             | 825.16         | 542.83    | 282.33   | 47,856.66         |
| 6/1/00                      | 26             | 825.16         | 546.00    | 279.16   | 47,310.66         |
| 7/1/00                      | 27             | 825.16         | 549.18    | 275.98   | 46,761.48         |
| 8/1/00                      | 28             | 825.16         | 552.38    | 272.78   | 46,209.10         |
| 9/1/00                      | 29             | 825.16         | 555.61    | 269.55   | 45,653.49         |
| 10/1/00                     | 30             | 825.16         | 558.85    | 266.31   | 45,094.64         |
| 11/1/00                     | 31             | 825.16         | 562.11    | 263.05   | 44,532.53         |
| 12/1/00                     | 32             | 825.16         | 565.39    | 259.77   | 43,967.14         |
| Total Year Ending 12/31/00  |                | 9,901.92       | 6,572.37  | 3,329.55 | 43,967.14         |
| <b>Year Ending 12/31/01</b> |                |                |           |          |                   |
| 1/1/01                      | 33             | 825.16         | 568.69    | 256.47   | 43,398.45         |
| 2/1/01                      | 34             | 825.16         | 572.00    | 253.16   | 42,826.45         |
| 3/1/01                      | 35             | 825.16         | 575.34    | 249.82   | 42,251.11         |
| 4/1/01                      | 36             | 825.16         | 578.70    | 246.46   | 41,672.41         |
| 5/1/01                      | 37             | 825.16         | 582.07    | 243.09   | 41,090.34         |
| 6/1/01                      | 38             | 825.16         | 585.47    | 239.69   | 40,504.87         |
| 7/1/01                      | 39             | 825.16         | 588.88    | 236.28   | 39,915.99         |
| 8/1/01                      | 40             | 825.16         | 592.32    | 232.84   | 39,323.67         |
| 9/1/01                      | 41             | 825.16         | 595.77    | 229.39   | 38,727.90         |
| 10/1/01                     | 42             | 825.16         | 599.25    | 225.91   | 38,128.65         |
| 11/1/01                     | 43             | 825.16         | 602.74    | 222.42   | 37,525.91         |
| 12/1/01                     | 44             | 825.16         | 606.26    | 218.90   | 36,919.65         |
| Total Year Ending 12/31/01  |                | 9,901.92       | 7,047.49  | 2,854.43 | 36,919.65         |
| <b>Year Ending 12/31/02</b> |                |                |           |          |                   |
| 1/1/02                      | 45             | 825.16         | 609.80    | 215.36   | 36,309.85         |

**MOSLAK AMOCO**  
Loan Amortized at 7%

| Date                       | Payment Number | Payment Amount | Principal | Interest | Principal Balance |
|----------------------------|----------------|----------------|-----------|----------|-------------------|
| 2/1/02                     | 46             | 825.16         | 613.35    | 211.81   | 35,696.50         |
| 3/1/02                     | 47             | 825.16         | 616.93    | 208.23   | 35,079.57         |
| 4/1/02                     | 48             | 825.16         | 620.53    | 204.63   | 34,459.04         |
| 5/1/02                     | 49             | 825.16         | 624.15    | 201.01   | 33,834.89         |
| 6/1/02                     | 50             | 825.16         | 627.79    | 197.37   | 33,207.10         |
| 7/1/02                     | 51             | 825.16         | 631.45    | 193.71   | 32,575.65         |
| 8/1/02                     | 52             | 825.16         | 635.14    | 190.02   | 31,940.51         |
| 9/1/02                     | 53             | 825.16         | 638.84    | 186.32   | 31,301.67         |
| 10/1/02                    | 54             | 825.16         | 642.57    | 182.59   | 30,659.10         |
| 11/1/02                    | 55             | 825.16         | 646.32    | 178.84   | 30,012.78         |
| 12/1/02                    | 56             | 825.16         | 650.09    | 175.07   | 29,362.69         |
| Total Year Ending 12/31/02 |                | 9,901.92       | 7,556.96  | 2,344.96 | 29,362.69         |

**Year Ending 12/31/03**

|                            |    |          |          |          |           |
|----------------------------|----|----------|----------|----------|-----------|
| 1/1/03                     | 57 | 825.16   | 653.88   | 171.28   | 28,708.81 |
| 2/1/03                     | 58 | 825.16   | 657.69   | 167.47   | 28,051.12 |
| 3/1/03                     | 59 | 825.16   | 661.53   | 163.63   | 27,389.59 |
| 4/1/03                     | 60 | 825.16   | 665.39   | 159.77   | 26,724.20 |
| 5/1/03                     | 61 | 825.16   | 669.27   | 155.89   | 26,054.93 |
| 6/1/03                     | 62 | 825.16   | 673.17   | 151.99   | 25,381.76 |
| 7/1/03                     | 63 | 825.16   | 677.10   | 148.06   | 24,704.66 |
| 8/1/03                     | 64 | 825.16   | 681.05   | 144.11   | 24,023.61 |
| 9/1/03                     | 65 | 825.16   | 685.02   | 140.14   | 23,338.59 |
| 10/1/03                    | 66 | 825.16   | 689.02   | 136.14   | 22,649.57 |
| 11/1/03                    | 67 | 825.16   | 693.04   | 132.12   | 21,956.53 |
| 12/1/03                    | 68 | 825.16   | 697.08   | 128.08   | 21,259.45 |
| Total Year Ending 12/31/03 |    | 9,901.92 | 8,103.24 | 1,798.68 | 21,259.45 |

**Year Ending 12/31/04**

|                            |    |          |          |          |           |
|----------------------------|----|----------|----------|----------|-----------|
| 1/1/04                     | 69 | 825.16   | 701.15   | 124.01   | 20,558.30 |
| 2/1/04                     | 70 | 825.16   | 705.24   | 119.92   | 19,853.06 |
| 3/1/04                     | 71 | 825.16   | 709.35   | 115.81   | 19,143.71 |
| 4/1/04                     | 72 | 825.16   | 713.49   | 111.67   | 18,430.22 |
| 5/1/04                     | 73 | 825.16   | 717.65   | 107.51   | 17,712.57 |
| 6/1/04                     | 74 | 825.16   | 721.84   | 103.32   | 16,990.73 |
| 7/1/04                     | 75 | 825.16   | 726.05   | 99.11    | 16,264.68 |
| 8/1/04                     | 76 | 825.16   | 730.28   | 94.88    | 15,534.40 |
| 9/1/04                     | 77 | 825.16   | 734.54   | 90.62    | 14,799.86 |
| 10/1/04                    | 78 | 825.16   | 738.83   | 86.33    | 14,061.03 |
| 11/1/04                    | 79 | 825.16   | 743.14   | 82.02    | 13,317.89 |
| 12/1/04                    | 80 | 825.16   | 747.47   | 77.69    | 12,570.42 |
| Total Year Ending 12/31/04 |    | 9,901.92 | 8,689.03 | 1,212.89 | 12,570.42 |

**Year Ending 12/31/05**

|                            |    |          |          |        |           |
|----------------------------|----|----------|----------|--------|-----------|
| 1/1/05                     | 81 | 825.16   | 751.83   | 73.33  | 11,818.59 |
| 2/1/05                     | 82 | 825.16   | 756.22   | 68.94  | 11,062.37 |
| 3/1/05                     | 83 | 825.16   | 760.63   | 64.53  | 10,301.74 |
| 4/1/05                     | 84 | 825.16   | 765.07   | 60.09  | 9,536.67  |
| 5/1/05                     | 85 | 825.16   | 769.53   | 55.63  | 8,767.14  |
| 6/1/05                     | 86 | 825.16   | 774.02   | 51.14  | 7,993.12  |
| 7/1/05                     | 87 | 825.16   | 778.53   | 46.63  | 7,214.59  |
| 8/1/05                     | 88 | 825.16   | 783.07   | 42.09  | 6,431.52  |
| 9/1/05                     | 89 | 825.16   | 787.64   | 37.52  | 5,643.88  |
| 10/1/05                    | 90 | 825.16   | 792.24   | 32.92  | 4,851.64  |
| 11/1/05                    | 91 | 825.16   | 796.86   | 28.30  | 4,054.78  |
| 12/1/05                    | 92 | 825.16   | 801.51   | 23.65  | 3,253.27  |
| Total Year Ending 12/31/05 |    | 9,901.92 | 9,317.15 | 584.77 | 3,253.27  |

**Year Ending 12/31/06**

|        |    |        |        |       |          |
|--------|----|--------|--------|-------|----------|
| 1/1/06 | 93 | 825.16 | 806.18 | 18.98 | 2,447.09 |
|--------|----|--------|--------|-------|----------|

**MOSLAK AMOCO**  
Loan Amortized at 7%

| Date                       | Payment Number | Payment Amount   | Principal        | Interest         | Principal Balance |
|----------------------------|----------------|------------------|------------------|------------------|-------------------|
| 2/1/06                     | 94             | 825.16           | 810.89           | 14.27            | 1,636.20          |
| 3/1/06                     | 95             | 825.16           | 815.62           | 9.54             | 820.58            |
| 4/1/06                     | 96             | 825.37           | 820.58           | 4.79             | 0.00              |
| Total Year Ending 12/31/06 |                | 3,300.85         | 3,253.27         | 47.58            | 0.00              |
| <b>GRAND TOTAL</b>         |                | <b>79,215.57</b> | <b>60,523.65</b> | <b>18,691.92</b> | <b>0.00</b>       |

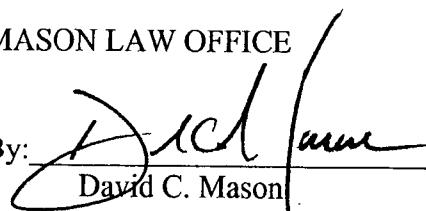
## CERTIFICATE OF SERVICE

I, David C. Mason, Esquire, hereby certify that a true and correct copy of Plaintiff's Complaint for Confession of Judgment was served upon Defendants, James Moslak and James M. Moslak, by First Class U.S. Mail, postage prepaid, this 21 day of August 1999, at the following address:

James Moslak  
RD 2 Box 62A  
Philipsburg, PA 16866

James M. Moslak  
RD 2 Box 62A  
Philipsburg, PA 16866  
Respectfully submitted,

MASON LAW OFFICE

By: 

David C. Mason  
Attorney for Plaintiff  
409 N. Front St.  
P.O. Box 28  
Philipsburg, PA 16866  
(814) 342-2240

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

J. J. Powell, Inc.  
Plaintiff(s)

No.: 2006-00352-CD

Real Debt: \$15,586.69

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James Moslak  
James M. Moslak  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: 6th Day of March, 2006

Expires: 6th Day of March, 2011

Certified from the record this 3rd Day of March, 2006

---

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, PA.

CIVIL ACTION - LAW

J. J. POWELL, INC.,

Plaintiff

vs.

JAMES MOSLAK and  
JAMES M. MOSLAK

Defendants

\*

\* No. 2006-352-CD

\*

\*

\*

\*

\* TYPE OF PLEADING: Certificate of  
\* Service

\*

\*

\* FILED ON BEHALF OF:  
\* Plaintiff

\*

\* COUNSEL OF RECORD FOR THIS  
\* PLAINTIFF:

\* David C. Mason, Esquire  
\* MASON LAW OFFICE  
\* Supreme Court No. 39180  
\* Attorney at Law  
\* P. O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

\*

FILED  
M 11:54 AM  
MAR 13 2008  
NO CC  
CM

William A. Shaw  
Prothonotary/Clerk of Courts

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

CIVIL ACTION - LAW

J. J. POWELL, INC.,  
Plaintiff

\*  
\* No.  
\*

vs.  
JAMES MOSLAK and  
JAMES M. MOSLAK

\*  
\*  
\*

Defendants

\*

**CERTIFICATE OF SERVICE**

I, DAVID C. MASON, Esquire, do hereby certify that I served a certified copy of a Notice of Judgment, together with a copy of a Complaint in Confession of Judgment, Confession of Judgment and Notice attached thereto, as filed in the above captioned matter, by depositing the same in the United States Mail, first class, postage prepaid, and addressed as follows:

James Moslak, Sr.  
209 Old Turnpike Road  
Munson, PA 16860

James Moslak, Jr.  
P. O. Box 294  
Morrisdale, PA 16858

DATED: 3-10-06

MASON LAW OFFICE  
By: David C. Mason, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.,

\*

\*

Plaintiff

\* No. 2006-352-CD

\*

\*

vs.

\*

\*

JAMES MOSLAK and  
JAMES M. MOSLAK,

\* TYPE OF CASE:  
\* Civil Matter

\*

Defendants

\*

\*

\* TYPE OF PLEADING:  
\* Answer to Complaint  
\* Containing New Matter

\*

\*

\*

\* FILED ON BEHALF OF:  
\* Defendants

\*

\* COUNSEL OF RECORD FOR  
\* THIS PARTY:

\* David R. Thompson, Esq.  
\* Attorney at Law  
\* Supreme Court I.D. 73053  
\* P.O. Box 587  
\* 308 Walton Street, Suite 4  
\* Philipsburg PA 16866  
\* (814) 342-4100

\*

FILED

MAR 29 2006

0/1:15 (u)

William A. Shaw  
Prothonotary/Clerk of Court

2 cent to Attn

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.,

\*

\*

Plaintiff

\* No. 2006-352-CD

\*

vs.

\*

\*

JAMES MOSLAK and  
JAMES M. MOSLAK,

\*

\*

\*

Defendant

\*

**NOTICE TO PLEAD**

TO: J. J. Powell, Inc.  
c/o David C. Mason, Esquire  
Attorney for Plaintiff  
409 N. Front Street  
P.O. Box 28  
Philipsburg, PA 16866

You are hereby notified to file a written response to the enclosed Answer to  
Complaint containing New Matter within twenty (20) days from service hereof.

By:   
\_\_\_\_\_  
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

|                     |                 |
|---------------------|-----------------|
| J. J. POWELL, INC., | *               |
|                     | *               |
| Plaintiff           | *               |
|                     | No. 2006-352-CD |
|                     | *               |
| vs.                 | *               |
|                     | *               |
| JAMES MOSLAK and    | *               |
| JAMES M. MOSLAK,    | *               |
|                     | *               |
| Defendants          | *               |
|                     | *               |

***ANSWER TO A COMPLAINT IN CONFESSION OF JUDGMENT  
PURSUANT TO PA.R.C.P. 2951 (b)***

AND NOW, comes the Defendants, James Moslak and James M. Moslak, by and through their attorney, David R. Thompson, Esquire and files the following Answer Containing New Matter to Plaintiff's Complaint:

1. Admitted.
2. Paragraph 2 is denied. Defendant, James Moslak has a residential address of RR 2, Box 356, Munson, Pennsylvania, 16860. By way of further pleading, Defendant, James M. Moslak resides at P.O. Box 294, Morrisdale, Pennsylvania, 16858.
3. Admitted in part and denied in part. It is admitted that the Defendants entered into a Note in the amount of \$60,523.65. It is denied that Exhibit A represents a true and correct copy of that Note.
4. Admitted in part and denied in part. It is admitted that the original Promissory

Note contained a warrant of attorney. It is specifically denied that the copy of Promissory Note attached to Plaintiff's Complaint contained a warrant of attorney.

5. Admitted.
6. Paragraph 6 is specifically denied, and strict proof is demanded at the time of trial.
7. Admitted in part and denied in part. It is admitted that the Defendants did not make the payment owed in July of 2005 and for the months continuing thereafter for reasons more fully set forth in the New Matter contained herein.
8. Admitted in part and denied in part. It is admitted that the Defendants have not made payments pursuant of the Promissory Note after June 2005 for more reasons fully set forth in the New Matter contained herein.
9. Admitted to the extent the Promissory Note establishes.
10. Paragraph 10 is specifically denied, and strict proof is demanded at the time of trial.
11. Paragraph 11 is specifically denied, and strict proof is demanded at the time of trial.
12. After reasonable investigation Defendants are without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied and strict proof is demanded at the time of trial.
13. Paragraph 13 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.

14. Admitted to the extent the Promissory Note establishes.

WHEREFORE, Defendants respectfully request this Honorable Court to enter judgment in their favor and against the Plaintiff dismissing Plaintiff's Complaint with prejudice.

---

***NEW MATTER***

---

Paragraphs 1 through 14 of Defendants' Answer are incorporated herein by reference as though the same were set forth at length herein.

15. The Promissory Note establishes the obligation of Defendants to pay back the balance owed in 84 equal monthly installments of \$825.16.

16. The Defendants have already paid 80 equal payments in the amount of \$825.16.

17. The amount that the Plaintiff's allege is owed is inaccurate. Specifically, the Defendants owe the sum of \$3,300.64.

18. Defendants had been making monthly payments on time and consistently until such time as Plaintiff informed them that they owed over \$13,000.00. By way of further pleading, it was at this time that the Defendants ceased making payments to the Plaintiff in an effort to attempt to amicably resolve the amount owed by them.

19. Defendants intend to tender payment of the balance that they allege they owe into Court for purposes of good faith in their obligation to repay said monies owed to Plaintiff.

WHEREFORE, Defendants respectfully request this Honorable Court to enter judgment in their favor and against the Plaintiff dismissing Plaintiff's Complaint with prejudice.

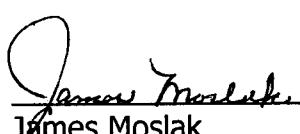
Respectfully submitted,

  
David R. Thompson, Esquire  
Attorney for Defendants

**VERIFICATION**

I certify that the facts set forth in the foregoing ***ANSWER TO A COMPLAINT IN  
CONFESSiON OF JUDGMENT PURSUANT TO PA.R.C.P. 2951 (b)*** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 28 MAR 06

  
\_\_\_\_\_  
James Moslak

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.,

\*

\*

Plaintiff

\* No. 2006-352-CD

\*

\*

VS.

\*

\*

JAMES MOSLAK and  
JAMES M. MOSLAK,

\* TYPE OF CASE:  
\* Civil Matter

\*

Defendants

\*

\*

\* TYPE OF PLEADING:

\* Petition to Strike or Open  
\* Judgment by Confession

\*

\*

\*

\* FILED ON BEHALF OF:  
\* Defendants

\*

\* COUNSEL OF RECORD FOR  
\* THIS PARTY:

\* David R. Thompson, Esq.  
\* Attorney at Law  
\* Supreme Court I.D. 73053  
\* P.O. Box 587  
\* 308 Walton Street, Suite 4  
\* Philipsburg PA 16866  
\* (814) 342-4100

\*

FILED

MAR 29 2006

0/1/05  
William A. Shaw  
Prothonotary/Clerk of Courts

2 cEn to 4

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL DIVISION - LAW

## ***ORDER***

On this the 30 day of March, 2006, upon consideration of the **Petition to Strike or Open Judgment by Confession** filed by the Defendants, it is hereby ORDERED AND DECREED that a hearing is scheduled the 21<sup>st</sup> day of April, 2006, at 1:30 a.m./p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Frederick C. Crumpler  
J.

**FILED** *acc*  
01:54 AM MAR 31 2006 Atty Thompson  
GR  
William A. Shaw  
Notary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

|                     |                 |
|---------------------|-----------------|
| J. J. POWELL, INC., | *               |
|                     | *               |
| Plaintiff           | *               |
|                     | No. 2006-352-CD |
|                     | *               |
| vs.                 | *               |
|                     | *               |
| JAMES MOSLAK and    | *               |
| JAMES M. MOSLAK,    | *               |
|                     | *               |
| Defendants          | *               |
|                     | *               |

**PETITION TO STRIKE OR OPEN JUDGMENT BY CONFESSION**

AND NOW, comes the Defendants, **JAMES MOSLAK** and **JAMES M. MOSLAK**, by and through their attorney DAVID R. THOMPSON, Esquire, and pursuant to PA.R.C.P. 2959, files the following Petitions:

1. Petitioner **JAMES MOSLAK** is an adult individual, who has a residential address of RR 2, Box 356, Munson, Pennsylvania, 16860. By way of further pleading, said Petitioner is named as a Defendant in this matter.
2. Petitioner **JAMES M. MOSLAK** is an adult individual, who has a residential address of P.O. Box 294, Morrisdale, Pennsylvania, 16858. By way of further pleading, said Petitioner is named as a Defendant in this matter.
3. The Respondent is Plaintiff **J.J. POWELL, INC.**, who has a business address of P.O. Box 30, Philipsburg, Pennsylvania, 16866.

4. On or about March 6, 2006, Plaintiff filed a Complaint in Confession of Judgment Pursuant to PA. R.C.P. 2951 (b), and subsequently had Judgment by Confession entered against the Petitioners in the amount of \$15,606.69.

---

**COUNT I**  
**PETITION TO STRIKE JUDGMENT BY CONFESSION**

---

Paragraphs 1 through 4 are incorporated by reference as though the same were set forth at length herein.

5. Plaintiff's attached instrument does not set forth a Warrant of Attorney allowing for the entry of a Confession of Judgment by these Defendants.

WHEREFORE, Petitioners respectfully request this Honorable Court to enter an Order striking the Judgment by Confession entered.

---

**COUNT II**  
**PETITION TO OPEN JUDGMENT BY CONFESSION**

---

Paragraphs 1 through 5 are incorporated by reference as though the same were set forth at length herein.

6. Petitioners specifically deny that they owe the amount of money alleged Plaintiff's Complaint.

7. The Promissory Note sets forth an obligation for Petitioners to pay eighty-four (84) equal payments in the amount of \$825.16 per month.

8. Petitioners aver that they have made eighty (80) payments under the Promissory

Note. It was not until Plaintiff indicated that Petitioners owed over \$13,000.00 that Petitioners stopped making monthly payments to Plaintiff.

9. Petitioners aver that they owe four payments or the amount of \$3,300.64 under the Promissory Note.

10. Petitioners have tendered payment unto Plaintiff for the remaining four payments under the said Promissory Note, but that the same has been refused.

11. Petitioners have filed contemporaneously herewith, an Answer Containing New Matter to Plaintiff's Complaint in Confession of Judgment. (A true and correct copy of the same is attached hereto and marked as Exhibit "A").

12. Petitioners aver that these facts represent a dispute of issues that would require a jury or other said trial fact finder to decide.

13. Petitioners believe and aver that the Judgment should be opened so that these disputed facts can be heard by the Court.

WHEREFORE, Petitioners respectfully request this Honorable Court to enter an Order opening the Judgment by Confession.

Respectfully submitted,



David R. Thompson, Esquire

**VERIFICATION**

I certify that the facts set forth in the foregoing ***PETITION TO STRIKE OR OPEN JUDGMENT BY CONFESSION*** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 28 MAR 06

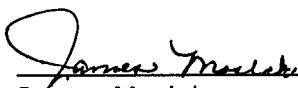
  
\_\_\_\_\_  
James Moslak

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.,

\*

\*

Plaintiff

No. 2006-352-CD

\*

\*

VS.

\*

\*

JAMES MOSLAK and  
JAMES M. MOSLAK,

\*

\*

\*

Defendants

\*

\*

***ANSWER TO A COMPLAINT IN CONFESSION OF JUDGMENT  
PURSUANT TO PA.R.C.P. 2951 (b)***

AND NOW, comes the Defendants, James Moslak and James M. Moslak, by and through their attorney, David R. Thompson, Esquire and files the following Answer Containing New Matter to Plaintiff's Complaint:

1. Admitted.
2. Paragraph 2 is denied. Defendant, James Moslak has a residential address of RR 2, Box 356, Munson, Pennsylvania, 16860. By way of further pleading, Defendant, James M. Moslak resides at P.O. Box 294, Morrisdale, Pennsylvania, 16858.
3. Admitted in part and denied in part. It is admitted that the Defendants entered into a Note in the amount of \$60,523.65. It is denied that Exhibit A represents a true and correct copy of that Note.
4. Admitted in part and denied in part. It is admitted that the original Promissory

Note contained a warrant of attorney. It is specifically denied that the copy of Promissory Note attached to Plaintiff's Complaint contained a warrant of attorney.

5. Admitted.
6. Paragraph 6 is specifically denied, and strict proof is demanded at the time of trial.
7. Admitted in part and denied in part. It is admitted that the Defendants did not make the payment owed in July of 2005 and for the months continuing thereafter for reasons more fully set forth in the New Matter contained herein.
8. Admitted in part and denied in part. It is admitted that the Defendants have not made payments pursuant of the Promissory Note after June 2005 for more reasons fully set forth in the New Matter contained herein.
9. Admitted to the extent the Promissory Note establishes.
10. Paragraph 10 is specifically denied, and strict proof is demanded at the time of trial.
11. Paragraph 11 is specifically denied, and strict proof is demanded at the time of trial.
12. After reasonable investigation Defendants are without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied and strict proof is demanded at the time of trial.
13. Paragraph 13 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.

14. Admitted to the extent the Promissory Note establishes.

WHEREFORE, Defendants respectfully request this Honorable Court to enter judgment in their favor and against the Plaintiff dismissing Plaintiff's Complaint with prejudice.

---

***NEW MATTER***

---

Paragraphs 1 through 14 of Defendants' Answer are incorporated herein by reference as though the same were set forth at length herein.

15. The Promissory Note establishes the obligation of Defendants to pay back the balance owed in 84 equal monthly installments of \$825.16.

16. The Defendants have already paid 80 equal payments in the amount of \$825.16.

17. The amount that the Plaintiff's allege is owed is inaccurate. Specifically, the Defendants owe the sum of \$3,300.64.

18. Defendants had been making monthly payments on time and consistently until such time as Plaintiff informed them that they owed over \$13,000.00. By way of further pleading, it was at this time that the Defendants ceased making payments to the Plaintiff in an effort to attempt to amicably resolve the amount owed by them.

19. Defendants intend to tender payment of the balance that they allege they owe into Court for purposes of good faith in their obligation to repay said monies owed to Plaintiff.

WHEREFORE, Defendants respectfully request this Honorable Court to enter judgment in their favor and against the Plaintiff dismissing Plaintiff's Complaint with prejudice.

Respectfully submitted,

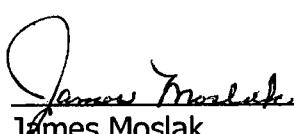


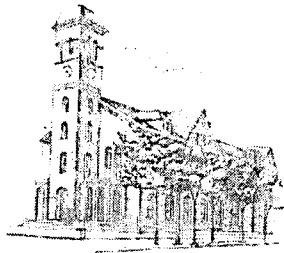
David R. Thompson, Esquire  
Attorney for Defendants

**VERIFICATION**

I certify that the facts set forth in the foregoing ***ANSWER TO A COMPLAINT IN  
CONFESSiON OF JUDGMENT PURSUANT TO PA.R.C.P. 2951 (b)*** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 28 MAR 06

  
\_\_\_\_\_  
James Moslak



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

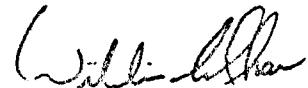
**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,



William A. Shaw  
Prothonotary

DATE: 3/31/06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J.J. POWELL, INC.,

\*  
\* No. 2006-352-CD

Plaintiff

vs.

JAMES MOSLAK and  
JAMES M. MOSLAK,

\*  
\* TYPE OF PLEADING:  
\* Certificate of Service

Defendants

\*  
\* FILED ON BEHALF OF:  
\* Defendants

\*  
\* COUNSEL OF RECORD FOR  
\* THIS PARTY:  
\* David R. Thompson, Esq.  
\* Attorney at Law  
\* Supreme Court I.D. 73053  
\* P.O. Box 587  
\* 308 Walton Street, Suite 4  
\* Philipsburg PA 16866  
\* (814) 342-4100

FILED

APR 12 2006  
012:50 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CENF TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J.J. POWELL, INC.,

\*  
\* No. 2006-352-CD

Plaintiff

vs.

JAMES MOSLAK and  
JAMES M. MOSLAK,

Defendants

\*

\*

\*

\*

\*

\*

\*

\*

**CERTIFICATE OF SERVICE**

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, do hereby certify that I served a true and correct copy of the PETITION TO STRIKE OR OPEN JUDGMENT BY CONFESSION; ORDER scheduling a hearing for the 21<sup>st</sup> day of April, 2006, at 1:30 p.m.; ANSWER CONTAINING NEW MATTER and NOTICE TO PLEAD in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

J.J. Powell, Inc.  
c/o David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866

DATE: April 6, 2006

BY:

  
\_\_\_\_\_  
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.

Plaintiff

JAMES MOSLAK and  
JAMES M. MOSLAK

Defendants

\*  
\* No. 2006-352-CD  
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\* TYPE OF CASE: Civil Action  
\*  
\* TYPE OF PLEADING: PLAINTIFF'S  
\* REPLY to DEFENDANTS' NEW MATTER  
\*  
\*  
\* FILED ON BEHALF OF: Plaintiff  
\*  
\*  
\*  
\* COUNSEL OF RECORD FOR THIS  
\* PARTY:  
\* David C. Mason, Esquire  
\* I.D.# 39180  
\* DAVID C. MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg PA 16866  
\* (814) 342-2240  
\*  
\* COUNSEL OF RECORD FOR  
\* DEFENDANTS:  
\* David R. Thompson, Esquire  
\* I.D. # 73053  
\* P.O. Box 587  
\* 308 Walton Street, Suite 4  
\* Philipsburg, PA 16866  
\*

4CC  
04/30/2006 Att'y Mason  
APR 14 2006 (m)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.

\*  
\* No. 2006-352-CD

Plaintiff

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JAMES MOSLAK and  
JAMES M. MOSLAK

Defendants

\*

**PLAINTIFF'S REPLY TO**  
**DEFENDANTS' NEW MATTER**

AND NOW, comes the Plaintiff and files the following Reply to Defendant's New Matter:

15. DENIED. The Promissory Note attached to Plaintiff's Complaint in Confession of Judgment details Defendants' obligation to pay \$60,523.65, together with interest at the rate of seven (7%) percent per annum. To the extent paragraph 15 of Defendants' New Matter attempts to interpret a written document, those averments are denied as the document, being a writing, speaks for itself.

16. ADMITTED.

17. DENIED. It is specifically denied that Plaintiff's calculation of the amount of money owed by Defendants is inaccurate, and it is specifically denied that Defendants owe only \$3,300.64. Therefore, strict proof of these averments will be demanded at the time of trial.

18. DENIED. It is specifically denied that Defendants made "monthly payments on time and consistently . . . " as alleged in Defendants' New Matter. To the extent paragraph 18 attempts to convey a motive or explanation for Defendants' failure to fulfill the

obligations contained in the Promissory Note, the same are denied and strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

19. DENIED. After reasonable investigation answering Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averment contained in paragraph 18. Therefore, strict proof is demanded at the time of trial.

**WHEREFORE**, Plaintiff prays your Honorable Court for the entry of a judgment in accordance with Plaintiff's Complaint.

Respectfully submitted,

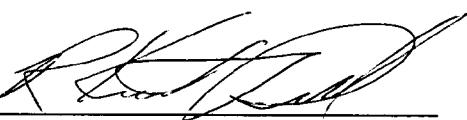
  
\_\_\_\_\_  
David C. Mason  
Attorney for Plaintiff

**VERIFICATION**

I, **R. KEITH POWELL**, of J. J. Powell, Inc., verify that the statements made in this Plaintiff's Reply to Defendants' New Matter are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

J. J. POWELL, INC.

4-18-06

By: 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.

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\* No. 2006-352-CD

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\* TYPE OF CASE: Civil Action

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\* TYPE OF PLEADING: ANSWER TO

\* PETITION TO STRIKE OR OPEN

\* JUDGMENT

\*

\* FILED ON BEHALF OF: Plaintiff

\*

\*

\* COUNSEL OF RECORD FOR THIS

\* PARTY:

\* David C. Mason, Esquire

\* I.D.# 39180

\* DAVID C. MASON LAW OFFICE

\* P.O. Box 28

\* Philipsburg PA 16866

\* (814) 342-2240

\*

\* COUNSEL OF RECORD FOR

\* DEFENDANTS:

\* David R. Thompson, Esquire

\* I.D. # 73053

\* P.O. Box 587

\* 308 Walton Street, Suite 4

\* Philipsburg, PA 16866

\*

FILED 4cc  
01340/SD APR 19 2006  
Amy Mason  
(m)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.

\*

\* No. 2006-352-CD

Plaintiff

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JAMES MOSLAK and  
JAMES M. MOSLAK

Defendants

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**ANSWER TO PETITION TO STRIKE  
OR OPEN JUDGMENT**

AND NOW, comes the Plaintiff, J. J. Powell, Inc., by and through its Attorney, DAVID C. MASON, ESQUIRE, and files the following Answer to Defendants' Petition to Strike or Open Judgment:

1-4. ADMITTED.

**COUNT I**

**PETITION TO STRIKE**

5. ADMITTED IN PART AND DENIED IN PART. It is denied that a Promissory Note dated in 1998 does not contain a warrant of attorney. Attached hereto as Exhibit "B" is a true and correct copy of the Promissory Note signed by the Defendants. It is admitted that the copy of the Promissory Note attached to Plaintiff's Complaint in Confession of Judgment did not include all pages of the document. However, attached hereto as Exhibit "C" is a true and correct copy of a pleading filed for and on behalf of these same defendants in which these defendants admit the genuineness of this document and the inclusion of a warrant of attorney. Please see paragraphs 21 and 22, and Exhibit 1 to Exhibit "C".

**WHEREFORE**, Plaintiff prays your Honorable Court for the dismissal of Count I, Petition to Strike, and permit Plaintiff to append page 2 of the Promissory Note to the Complaint In Confession of Judgment.

**COUNT II**

**PETITION TO OPEN JUDGMENT**

6. DENIED. Although paragraph 6 does not contain an averment of fact to which a response is necessary, this averment is denied. Plaintiff admits defendants have made eighty (80) payments on the Promissory Note. The amortization schedule attached to the Promissory Note shows a remaining principal balance due and owing Plaintiff after eighty (80) payments of \$12,570.42, plus interest.

7. ADMITTED IN PART AND DENIED IN PART. The Promissory Note requires that the defendants pay the Plaintiff \$60,523.65, together with interest at the rate of seven (7%) percent, in eighty-four (84) equal monthly installments. However, eighty-four (84) equal monthly installments of \$825.16 per month will not satisfy Defendants' obligation to pay \$60,523.65, plus interest.

8. ADMITTED IN PART AND DENIED IN PART. It is admitted that Defendants have made eighty (80) payments. It is also admitted that Defendants have stopped making payments. To the extent paragraph 8 implies a motive for Defendants to honor their obligation and pay their debt, the same is denied.

9. DENIED. For the reasons set forth in the foregoing paragraphs, as well as Defendants' obligation under the Promissory Note, Plaintiff denies that Defendants owe only \$3,300.64. To the contrary, Defendants owe the balance of principal plus interest.

10. DENIED. Defendants stopped making payments, and it is denied that

Defendants have ever tendered any further payments. It is also denied that Defendants' tender of payments has been refused.

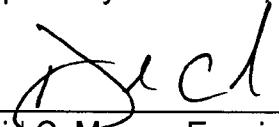
11. ADMITTED.

12. DENIED.

13. DENIED.

**WHEREFORE**, Plaintiff prays your Honorable Court for the entry of an Order dismissing Defendants' Petition to Open Judgment.

Respectfully submitted,

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I, **R. KEITH POWELL**, of J. J. Powell, Inc., verify that the statements made in this Answer To Petition To Strike or Open Judgment are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

J. J. POWELL, INC.

4-18-06

By: 



**PROMISSORY NOTE**

**\$60,523.65**

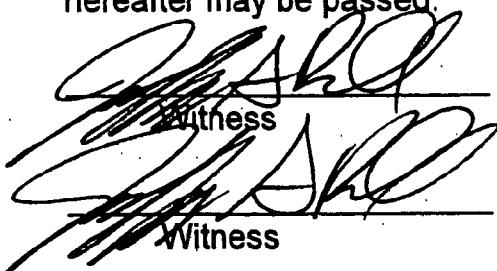
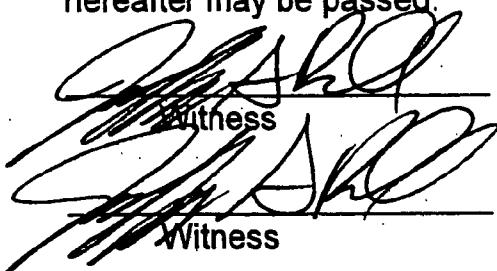
**, 1998**

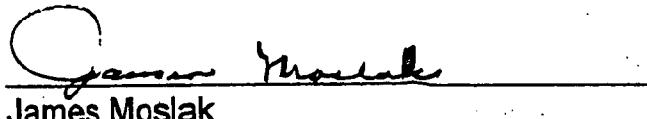
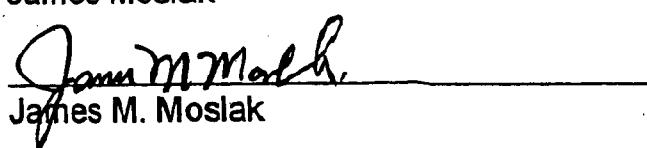
**FOR VALUE RECEIVED**, the undersigned, **JAMES MOSLAK** and **JAMES M. MOSLAK**, currently of Hawk Run, Pennsylvania, 16840, promise to pay in lawful money of the United States of America to the order of **J. J. POWELL, INC.**, the sum of **SIXTY THOUSAND FIVE HUNDRED TWENTY THREE and 65/100 (\$60,523.65) DOLLARS**, in the following manner:

**OBLIGORS** shall pay to **OBLIGEE** the sum of **SIXTY THOUSAND FIVE HUNDRED TWENTY THREE and 65/100 (\$60,523.65) DOLLARS**, together with interest at the rate of **seven (7%)** percent per annum in eighty-four (84) equal monthly installments of **Eight Hundred Twenty Five and 16/100 (\$825.16) Dollars** beginning the **1st day of May, 1998**, and a like sum to be paid on the **1st day of each and every month** until the entire principal balance, interest, late charges, and/or any other charges due hereunder have been fully paid, in accordance with Schedule "A" attached hereto. Payments shall be made by cash or money order payable to the Obligee's address.

If any monthly payment is not made within ten (10) days of the date the same is due, a late charge of five percent of said monthly payment shall be added to said payment. **OBLIGOR** may prepay all or any portion of the remaining principal balance of this debt at any time without prepayment penalty.

AND FURTHER, upon default, the undersigned does hereby authorize and empower the Prothonotary or Clerk or any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for and to enter judgment against the undersigned at any time either before or after maturity for the full principal amount of this Note with or without declaration filed with costs of suit, release of errors, without stay of execution and with attorney's fees of ten (10%) percent for collection added, and the undersigned waives the right of inquisition of any real estate that may be levied upon to collect this note and does hereby voluntarily condemn the same and authorizes the Prothonotary or Clerk to enter upon the fieri facias said voluntary condemnation, and agrees that said real estate may be sold on a writ of execution, and hereby waives and releases all relief from any and all appraisement, stay or exemption laws of any State, or of the United States, now in force or which hereafter may be passed.

  
Witness  
  
Witness

  
James Moslak  
  
James M. Moslak

I certify the precise address of the OBLIGORS is:

Hawk Run, PA 16840

and the precise address of the OBLIGEE is:

P.O. Box 30  
Philipsburg, PA 16866

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Attorney for Obligee

**MOSLAK AMOCO**  
Loan Amortized at 7%

| Date                        | Payment Number | Payment Amount | Principal | Interest | Principal Balance |
|-----------------------------|----------------|----------------|-----------|----------|-------------------|
| Opening Balance             |                |                |           |          | 60,523.65         |
| <b>Year Ending 12/31/98</b> |                |                |           |          |                   |
| 5/1/98                      | 1              | 825.16         | 472.11    | 353.05   | 60,051.54         |
| 6/1/98                      | 2              | 825.16         | 474.86    | 350.30   | 59,576.68         |
| 7/1/98                      | 3              | 825.16         | 477.63    | 347.53   | 59,099.05         |
| 8/1/98                      | 4              | 825.16         | 480.42    | 344.74   | 58,618.63         |
| 9/1/98                      | 5              | 825.16         | 483.22    | 341.94   | 58,135.41         |
| 10/1/98                     | 6              | 825.16         | 486.04    | 339.12   | 57,649.37         |
| 11/1/98                     | 7              | 825.16         | 488.87    | 336.29   | 57,160.50         |
| 12/1/98                     | 8              | 825.16         | 491.72    | 333.44   | 56,668.78         |
| Total Year Ending 12/31/98  |                | 6,601.28       | 3,854.87  | 2,746.41 | 56,668.78         |
| <b>Year Ending 12/31/99</b> |                |                |           |          |                   |
| 1/1/99                      | 9              | 825.16         | 494.59    | 330.57   | 56,174.19         |
| 2/1/99                      | 10             | 825.16         | 497.48    | 327.68   | 55,676.71         |
| 3/1/99                      | 11             | 825.16         | 500.38    | 324.78   | 55,176.33         |
| 4/1/99                      | 12             | 825.16         | 503.30    | 321.86   | 54,673.03         |
| 5/1/99                      | 13             | 825.16         | 506.23    | 318.93   | 54,166.80         |
| 6/1/99                      | 14             | 825.16         | 509.19    | 315.97   | 53,657.61         |
| 7/1/99                      | 15             | 825.16         | 512.16    | 313.00   | 53,145.45         |
| 8/1/99                      | 16             | 825.16         | 515.14    | 310.02   | 52,630.31         |
| 9/1/99                      | 17             | 825.16         | 518.15    | 307.01   | 52,112.16         |
| 10/1/99                     | 18             | 825.16         | 521.17    | 303.99   | 51,590.99         |
| 11/1/99                     | 19             | 825.16         | 524.21    | 300.95   | 51,066.78         |
| 12/1/99                     | 20             | 825.16         | 527.27    | 297.89   | 50,539.51         |
| Total Year Ending 12/31/99  |                | 9,901.92       | 6,129.27  | 3,772.65 | 50,539.51         |
| <b>Year Ending 12/31/00</b> |                |                |           |          |                   |
| 1/1/00                      | 21             | 825.16         | 530.35    | 294.81   | 50,009.16         |
| 2/1/00                      | 22             | 825.16         | 533.44    | 291.72   | 49,475.72         |
| 3/1/00                      | 23             | 825.16         | 536.55    | 288.61   | 48,939.17         |
| 4/1/00                      | 24             | 825.16         | 539.68    | 285.48   | 48,399.49         |
| 5/1/00                      | 25             | 825.16         | 542.83    | 282.33   | 47,856.66         |
| 6/1/00                      | 26             | 825.16         | 546.00    | 279.16   | 47,310.66         |
| 7/1/00                      | 27             | 825.16         | 549.18    | 275.98   | 46,761.48         |
| 8/1/00                      | 28             | 825.16         | 552.38    | 272.78   | 46,209.10         |
| 9/1/00                      | 29             | 825.16         | 555.61    | 269.55   | 45,653.49         |
| 10/1/00                     | 30             | 825.16         | 558.85    | 266.31   | 45,094.64         |
| 11/1/00                     | 31             | 825.16         | 562.11    | 263.05   | 44,532.53         |
| 12/1/00                     | 32             | 825.16         | 565.39    | 259.77   | 43,967.14         |
| Total Year Ending 12/31/00  |                | 9,901.92       | 6,572.37  | 3,329.55 | 43,967.14         |
| <b>Year Ending 12/31/01</b> |                |                |           |          |                   |
| 1/1/01                      | 33             | 825.16         | 568.69    | 256.47   | 43,398.45         |
| 2/1/01                      | 34             | 825.16         | 572.00    | 253.16   | 42,826.45         |
| 3/1/01                      | 35             | 825.16         | 575.34    | 249.82   | 42,251.11         |
| 4/1/01                      | 36             | 825.16         | 578.70    | 246.46   | 41,672.41         |
| 5/1/01                      | 37             | 825.16         | 582.07    | 243.09   | 41,090.34         |
| 6/1/01                      | 38             | 825.16         | 585.47    | 239.69   | 40,504.87         |
| 7/1/01                      | 39             | 825.16         | 588.88    | 236.28   | 39,915.99         |
| 8/1/01                      | 40             | 825.16         | 592.32    | 232.84   | 39,323.67         |
| 9/1/01                      | 41             | 825.16         | 595.77    | 229.39   | 38,727.90         |
| 10/1/01                     | 42             | 825.16         | 599.25    | 225.91   | 38,128.65         |
| 11/1/01                     | 43             | 825.16         | 602.74    | 222.42   | 37,525.91         |
| 12/1/01                     | 44             | 825.16         | 606.26    | 218.90   | 36,919.65         |
| Total Year Ending 12/31/01  |                | 9,901.92       | 7,047.49  | 2,854.43 | 36,919.65         |
| <b>Year Ending 12/31/02</b> |                |                |           |          |                   |
| 1/1/02                      | 45             | 825.16         | 609.80    | 215.36   | 36,309.85         |

**MOSLAK AMOCO**  
Loan Amortized at 7%

| Date                        | Payment Number | Payment Amount | Principal | Interest | Principal Balance |
|-----------------------------|----------------|----------------|-----------|----------|-------------------|
| 2/1/02                      | 46             | 825.16         | 613.35    | 211.81   | 35,696.50         |
| 3/1/02                      | 47             | 825.16         | 616.93    | 208.23   | 35,079.57         |
| 4/1/02                      | 48             | 825.16         | 620.53    | 204.63   | 34,459.04         |
| 5/1/02                      | 49             | 825.16         | 624.15    | 201.01   | 33,834.89         |
| 6/1/02                      | 50             | 825.16         | 627.79    | 197.37   | 33,207.10         |
| 7/1/02                      | 51             | 825.16         | 631.45    | 193.71   | 32,575.65         |
| 8/1/02                      | 52             | 825.16         | 635.14    | 190.02   | 31,940.51         |
| 9/1/02                      | 53             | 825.16         | 638.84    | 186.32   | 31,301.67         |
| 10/1/02                     | 54             | 825.16         | 642.57    | 182.59   | 30,659.10         |
| 11/1/02                     | 55             | 825.16         | 646.32    | 178.84   | 30,012.78         |
| 12/1/02                     | 56             | 825.16         | 650.09    | 175.07   | 29,362.69         |
| Total Year Ending 12/31/02  |                | 9,901.92       | 7,556.96  | 2,344.96 | 29,362.69         |
| <b>Year Ending 12/31/03</b> |                |                |           |          |                   |
| 1/1/03                      | 57             | 825.16         | 653.88    | 171.28   | 28,708.81         |
| 2/1/03                      | 58             | 825.16         | 657.69    | 167.47   | 28,051.12         |
| 3/1/03                      | 59             | 825.16         | 661.53    | 163.63   | 27,389.59         |
| 4/1/03                      | 60             | 825.16         | 665.39    | 159.77   | 26,724.20         |
| 5/1/03                      | 61             | 825.16         | 669.27    | 155.89   | 26,054.93         |
| 6/1/03                      | 62             | 825.16         | 673.17    | 151.99   | 25,381.76         |
| 7/1/03                      | 63             | 825.16         | 677.10    | 148.06   | 24,704.66         |
| 8/1/03                      | 64             | 825.16         | 681.05    | 144.11   | 24,023.61         |
| 9/1/03                      | 65             | 825.16         | 685.02    | 140.14   | 23,338.59         |
| 10/1/03                     | 66             | 825.16         | 689.02    | 136.14   | 22,649.57         |
| 11/1/03                     | 67             | 825.16         | 693.04    | 132.12   | 21,956.53         |
| 12/1/03                     | 68             | 825.16         | 697.08    | 128.08   | 21,259.45         |
| Total Year Ending 12/31/03  |                | 9,901.92       | 8,103.24  | 1,798.68 | 21,259.45         |
| <b>Year Ending 12/31/04</b> |                |                |           |          |                   |
| 1/1/04                      | 69             | 825.16         | 701.15    | 124.01   | 20,558.30         |
| 2/1/04                      | 70             | 825.16         | 705.24    | 119.92   | 19,853.06         |
| 3/1/04                      | 71             | 825.16         | 709.35    | 115.81   | 19,143.71         |
| 4/1/04                      | 72             | 825.16         | 713.49    | 111.67   | 18,430.22         |
| 5/1/04                      | 73             | 825.16         | 717.65    | 107.51   | 17,712.57         |
| 6/1/04                      | 74             | 825.16         | 721.84    | 103.32   | 16,990.73         |
| 7/1/04                      | 75             | 825.16         | 726.05    | 99.11    | 16,264.68         |
| 8/1/04                      | 76             | 825.16         | 730.28    | 94.88    | 15,534.40         |
| 9/1/04                      | 77             | 825.16         | 734.54    | 90.62    | 14,799.86         |
| 10/1/04                     | 78             | 825.16         | 738.83    | 86.33    | 14,061.03         |
| 11/1/04                     | 79             | 825.16         | 743.14    | 82.02    | 13,317.89         |
| 12/1/04                     | 80             | 825.16         | 747.47    | 77.69    | 12,570.42         |
| Total Year Ending 12/31/04  |                | 9,901.92       | 8,689.03  | 1,212.89 | 12,570.42         |
| <b>Year Ending 12/31/05</b> |                |                |           |          |                   |
| 1/1/05                      | 81             | 825.16         | 751.83    | 73.33    | 11,818.59         |
| 2/1/05                      | 82             | 825.16         | 756.22    | 68.94    | 11,062.37         |
| 3/1/05                      | 83             | 825.16         | 760.63    | 64.53    | 10,301.74         |
| 4/1/05                      | 84             | 825.16         | 765.07    | 60.09    | 9,536.67          |
| 5/1/05                      | 85             | 825.16         | 769.53    | 55.63    | 8,767.14          |
| 6/1/05                      | 86             | 825.16         | 774.02    | 51.14    | 7,993.12          |
| 7/1/05                      | 87             | 825.16         | 778.53    | 46.63    | 7,214.59          |
| 8/1/05                      | 88             | 825.16         | 783.07    | 42.09    | 6,431.52          |
| 9/1/05                      | 89             | 825.16         | 787.64    | 37.52    | 5,643.88          |
| 10/1/05                     | 90             | 825.16         | 792.24    | 32.92    | 4,851.64          |
| 11/1/05                     | 91             | 825.16         | 796.86    | 28.30    | 4,054.78          |
| 12/1/05                     | 92             | 825.16         | 801.51    | 23.65    | 3,253.27          |
| Total Year Ending 12/31/05  |                | 9,901.92       | 9,317.15  | 584.77   | 3,253.27          |
| <b>Year Ending 12/31/06</b> |                |                |           |          |                   |
| 1/1/06                      | 93             | 825.16         | 806.18    | 18.98    | 2,447.09          |

MOSLAK AMOCO  
Loan Amortized at 7%

| Date                       | Payment Number | Payment Amount   | Principal        | Interest         | Principal Balance |
|----------------------------|----------------|------------------|------------------|------------------|-------------------|
| 2/1/06                     | 94             | 825.16           | 810.89           | 14.27            | 1,636.20          |
| 3/1/06                     | 95             | 825.16           | 815.62           | 9.54             | 820.58            |
| 4/1/06                     | 96             | 825.37           | 820.58           | 4.79             | 0.00              |
| Total Year Ending 12/31/06 |                | <u>3,300.85</u>  | <u>3,253.27</u>  | <u>47.58</u>     | <u>0.00</u>       |
| <b>GRAND TOTAL</b>         |                | <b>79,215.57</b> | <b>60,523.65</b> | <b>18,691.92</b> | <b>0.00</b>       |



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

RECEIVED

J. J. POWELL, INC.,

\*

MAY 2 2000

Plaintiffs

\* No. 99-1131

RECEIVED  
CLERK'S OFFICE  
CLEARFIELD COUNTY, PA

vs.

\*

JAMES A. MOSLAK and SHIRLEY A.  
MOSLAK, his wife, JAMES M. MOSLAK,  
all Defendants individually and t/d/b/a  
MOSLAK'S SERVICE STATION,

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TYPE OF CASE:  
Civil Division - Law

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COUNSEL OF RECORD FOR  
THIS PARTY:

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

J. J. POWELL, INC.,

\*

Plaintiffs

\* No. 99-1131

\*

\*

vs.

\*

\*

JAMES A. MOSLAK and SHIRLEY A.  
MOSLAK, his wife, JAMES M. MOSLAK,  
all Defendants individually and t/d/b/a  
MOSLAK'S SERVICE STATION,

\*

\*

\*

\*

Defendants

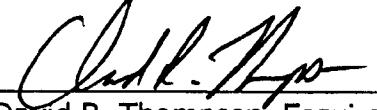
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**NOTICE TO PLEAD**

TO DAVID C. MASON, ESQUIRE ATTORNEY FOR PLAINTIFFS:

You are hereby notified to file a written response to the enclosed Answer Containing  
New Matter within twenty (20) days from service hereof.

By:

  
\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

|   |               |
|---|---------------|
| J. J. POWELL, INC.,                     | *             |
|   | *             |
| Plaintiffs                              | * No. 99-1131 |
|   | *             |
|   | *             |
| vs.                                     | *             |
|   | *             |
| JAMES A. MOSLAK and SHIRLEY A.          | *             |
| MOSLAK, his wife, JAMES M. MOSLAK,      | *             |
| all Defendants individually and t/d/b/a | *             |
| MOSLAK'S SERVICE STATION,               | *             |
|   | *             |
| Defendants                              | *             |

***ANSWER CONTAINING NEW MATTER***

AND NOW, comes the Defendants, James A. Moslak and Shirley A. Moslak, his wife, and James M. Moslak, by and through their attorney David R. Thompson, Esquire, and files the following Answer Containing New Matter to the Complaint filed on behalf of the Plaintiffs:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted in part and denied in part. It is admitted that the Defendant, James A. Moslak and James M. Moslak were owners and operators and were trading and doing business as an unincorporated business association entitled Moslak's Service Station. It is specifically denied that Shirley A. Moslak was affiliated with the ownership and operation of the business with the sole exception of being a joint tenant by the entirety of the real

property upon which the station lay.

5. Admitted.
6. Admitted in part and denied in part. It is admitted that the Defendants, James A. Moslak and James M. Moslak were owners and operators of the said unincorporated business association. It is specifically denied that Shirley A. Moslak enjoyed ownership of same.
7. Admitted in part and denied in part. It is admitted that Shirley A. Moslak enjoyed profits from the operation of Moslak's Service Station as a benefit of her marriage to owner James A. Moslak. All other allegations contained in Paragraph 7 are specifically denied.
8. Admitted in part and denied in part. It is denied that the remaining principal balance of said judgment note is \$54,363.15, as more fully stated in New Matter contained herein. All other aspects of Paragraph 8 are admitted.
9. Admitted.
10. Admitted in part and denied in part. It is admitted that Defendants, James A. Moslak and James M. Moslak became delinquent in payments under the Agreement and Promissory Note contained in Exhibit "A". It is specifically denied that they are currently in default under said note as more fully described in New Matter contained herein. It is specifically denied that Shirley A. Moslak had any obligation to make payments to the Plaintiff.
11. The allegations contained in Paragraph 11 are denied as more fully described in New Matter contained herein.
12. The allegations contained in Paragraph 12 are denied as more fully described

in New Matter contained herein.

13. Admitted.

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted. By way of further pleading, there currently exists no proposed purchaser.

18. Admitted in part and denied in part. At the time of the filing of the Complaint, it is admitted that one Geraldine Saltsman was in possession of the subject premises. It is specifically denied that she remains in possession at this time.

19. Paragraph 19 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof thereof is demanded at the time of trial.

20. Admitted.

Wherefore, Defendants respectfully request this Honorable Court to enter judgment in favor of the Defendants dismissing Plaintiff's Complaint with prejudice.

***NEW MATTER***

21. At all relevant times herein Defendants James Moslak and James M. Moslak, t/d/b/a Moslak's Service Station were obligated under an Agreement dated April 2, 1998 between Moslak's and J. J. Powell, Inc. (A copy of this Agreement is attached to Plaintiff's Complaint as Exhibit "A").

22. The agreement and promissory note, (which is now attached to Defendant's

Answer Containing New Matter as Exhibit 1), included a Warrant of Attorney for the purpose of confessing judgment against the Defendants James Moslak and James M. Moslak.

23. As stated previously, Defendants James Moslak and James M. Moslak became in default under said agreement and promissory note. By way of further pleading, on August 26, 1999, Plaintiff entered judgment against James A. Moslak and James M. Moslak pursuant to the said judgment note docketed to 99-967-CD.

24. Defendants plead the doctrine of *Res Judicata* as Plaintiff has already exhausted its Cause of Action against these Defendants and upon this agreement in the form of the judgment entered to docket number 99-967-CD.

25. Plaintiff has already filed a Praecept for a Writ of Execution, and a Writ of Execution was entered upon the above-referenced judgment and is currently pending.

26. Plaintiff bases its cause of action upon the Agreement dated April 2, 1998 attached to Plaintiff's Complaint and the Promissory Note attached hereto as Exhibit 1. Defendants allege that pursuant to the four corners of the document, the alleged debt is owed by Defendants James A. Moslak and James M. Moslak.

27. There exists no privity of contract with Defendant Shirley A. Moslak.

28. In or about January, 2000, Defendant James A. Moslak and James M. Moslak have entered into an oral novation of the Agreement dated April 2, 1998.

29. Defendants James A. Moslak and James M. Moslak have agreed to allow Plaintiff use of kerosene tanks located upon the premises. In return, Plaintiff has agreed to waive any default and has agreed to accept payments pursuant to the agreement on a monthly

basis.

30. Defendants James A. Moslak and James M. Moslak have continuously made payments on a monthly basis in the amount of \$825.16, beginning January 2000.

31. Because of the oral novation of the agreement and promissory note, Defendants are no longer in default of said document.

32. Defendants James A. Moslak and James M. Moslak additionally allege that the current statement of debt is not \$54,363.15. Rather, the current statement of debt as of January 2000 was \$49,475.72. Further, Defendants James A. Moslak and James M. Moslak have made monthly payments each month since then thereby lowering principal due pursuant to the original agreement and note.

33. Defendants plead the doctrine of a *Collateral Estoppel* as Plaintiff has already exhausted its remedy in obtaining a judgment against Defendant James Moslak and James M. Moslak pursuant to the written agreement and promissory note.

34. Geraldine Saltsman a/k/a G. S. Supply is no longer in possession of the unincorporated business association known as Moslak's Service Station, which is located on real property owned by James A. Moslak and Shirley A. Moslak his wife located on Route 53, Hawk Run, Clearfield County, Pennsylvania.

35. Defendant Shirley A. Moslak did not engage in the ownership and operation of the unincorporated business association known as Moslak's Service Station.

36. Defendant Shirley A. Moslak was not a party to the written agreement and promissory note made on behalf of Moslak's Service Station as she was not an owner and operator of the same. By way of further pleading, the agreement correctly reflects that the

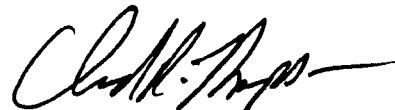
unincorporated business association known as Moslak's Service Station was the alter identity of James Moslak and James M. Moslak.

37. Plaintiff bases its cause of action upon the written agreement dated April 2, 1998 and the promissory Note dated the same date executed by James Moslak and James M. Moslak. At no time was Defendant Shirley A. Moslak a party to that agreement.

38. Defendant Shirley A. Moslak never contracted with Plaintiff for the purposes of incurring the said debt, nor the obligations of paying back said debt.

WHEREFORE, Defendants respectfully request this Honorable Court to enter judgment in their favor and against Plaintiffs, dismissing Plaintiff's Complaint with prejudice.

Respectfully submitted,



David R. Thompson, Esquire  
Attorney for Defendants

**VERIFICATION**

Defendants hereby verify that the statements made in this **ANSWER** **CONTAINING NEW MATTER** are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

DATE: 27 April 00

James A. Moslak  
James A. Moslak

DATE: 4/27/00

Shirley A. Moslak  
Shirley A. Moslak

DATE: 4-27-00

James M. Moslak  
James M. Moslak

**PROMISSORY NOTE**

**\$60,523.65**

**, 1998**

**FOR VALUE RECEIVED, the undersigned, JAMES MOSLAK and JAMES M. MOSLAK, currently of Hawk Run, Pennsylvania, 16840, promise to pay in lawful money of the United States of America to the order of J. J. POWELL, INC., the sum of SIXTY THOUSAND FIVE HUNDRED TWENTY THREE and 65/100 (\$60,523.65) DOLLARS, in the following manner:**

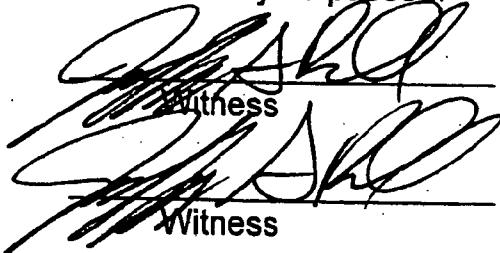
**OBLIGORS shall pay to OBLIGEE the sum of SIXTY THOUSAND FIVE HUNDRED TWENTY THREE and 65/100 (\$60,523.65) DOLLARS, together with interest at the rate of seven (7%) percent per annum in eighty-four (84) equal monthly installments of Eight Hundred Twenty Five and 16/100 (\$825.16) Dollars beginning the 1st day of May, 1998, and a like sum to be paid on the 1st day of each and every month until the entire principal balance, interest, late charges, and/or any other charges due hereunder have been fully paid, in accordance with Schedule "A" attached hereto. Payments shall be made by cash or money order payable to the Obligee's address.**

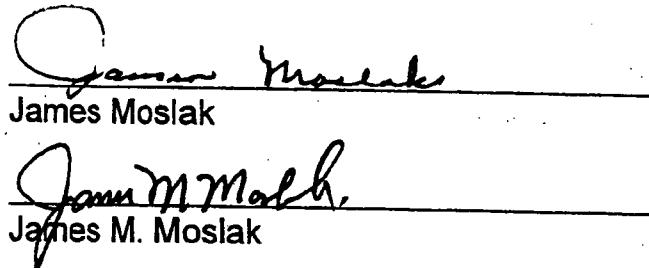
**If any monthly payment is not made within ten (10) days of the date the same is due, a late charge of five percent of said monthly payment shall be added to said payment. OBLIGOR may prepay all or any portion of the remaining principal balance of this debt at any time without prepayment penalty.**

**EXHIBIT**

**1**

AND FURTHER, upon default, the undersigned does hereby authorize and empower the Prothonotary or Clerk or any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for and to enter judgment against the undersigned at any time either before or after maturity for the full principal amount of this Note with or without declaration filed with costs of suit, release of errors, without stay of execution and with attorney's fees of ten (10%) percent for collection added, and the undersigned waives the right of inquisition of any real estate that may be levied upon to collect this note and does hereby voluntarily condemn the same and authorizes the Prothonotary or Clerk to enter upon the fieri facias said voluntary condemnation, and agrees that said real estate may be sold on a writ of execution, and hereby waives and releases all relief from any and all appraisement, stay or exemption laws of any State, or of the United States, now in force or which hereafter may be passed.

  
Witness  
Witness

  
James Moslak  
James M. Moslak

I certify the precise address of the OBLIGORS is:

Hawk Run, PA 16840

and the precise address of the OBLIGEE is:

P.O. Box 30  
Philipsburg, PA 16866

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Attorney for Obligee

**MOSLAK AMOCO**  
Loan Amortized at 7%

| Date                        | Payment Number | Payment Amount  | Principal       | Interest        | Principal Balance |
|-----------------------------|----------------|-----------------|-----------------|-----------------|-------------------|
| <b>Opening Balance</b>      |                |                 |                 |                 | <b>60,523.65</b>  |
| <b>Year Ending 12/31/98</b> |                |                 |                 |                 |                   |
| 5/1/98                      | 1              | 825.16          | 472.11          | 353.05          | 60,051.54         |
| 6/1/98                      | 2              | 825.16          | 474.86          | 350.30          | 59,576.68         |
| 7/1/98                      | 3              | 825.16          | 477.63          | 347.53          | 59,099.05         |
| 8/1/98                      | 4              | 825.16          | 480.42          | 344.74          | 58,618.63         |
| 9/1/98                      | 5              | 825.16          | 483.22          | 341.94          | 58,135.41         |
| 10/1/98                     | 6              | 825.16          | 486.04          | 339.12          | 57,649.37         |
| 11/1/98                     | 7              | 825.16          | 488.87          | 336.29          | 57,160.50         |
| 12/1/98                     | 8              | 825.16          | 491.72          | 333.44          | 56,668.78         |
| Total Year Ending 12/31/98  |                | <u>6,601.28</u> | <u>3,854.87</u> | <u>2,746.41</u> | <u>56,668.78</u>  |
| <b>Year Ending 12/31/99</b> |                |                 |                 |                 |                   |
| 1/1/99                      | 9              | 825.16          | 494.59          | 330.57          | 56,174.19         |
| 2/1/99                      | 10             | 825.16          | 497.48          | 327.68          | 55,676.71         |
| 3/1/99                      | 11             | 825.16          | 500.38          | 324.78          | 55,176.33         |
| 4/1/99                      | 12             | 825.16          | 503.30          | 321.86          | 54,673.03         |
| 5/1/99                      | 13             | 825.16          | 506.23          | 318.93          | 54,166.80         |
| 6/1/99                      | 14             | 825.16          | 509.19          | 315.97          | 53,657.61         |
| 7/1/99                      | 15             | 825.16          | 512.16          | 313.00          | 53,145.45         |
| 8/1/99                      | 16             | 825.16          | 515.14          | 310.02          | 52,630.31         |
| 9/1/99                      | 17             | 825.16          | 518.15          | 307.01          | 52,112.16         |
| 10/1/99                     | 18             | 825.16          | 521.17          | 303.99          | 51,590.99         |
| 11/1/99                     | 19             | 825.16          | 524.21          | 300.95          | 51,066.78         |
| 12/1/99                     | 20             | 825.16          | 527.27          | 297.89          | 50,539.51         |
| Total Year Ending 12/31/99  |                | <u>9,901.92</u> | <u>6,129.27</u> | <u>3,772.65</u> | <u>50,539.51</u>  |
| <b>Year Ending 12/31/00</b> |                |                 |                 |                 |                   |
| 1/1/00                      | 21             | 825.16          | 530.35          | 294.81          | 50,009.16         |
| 2/1/00                      | 22             | 825.16          | 533.44          | 291.72          | 49,475.72         |
| 3/1/00                      | 23             | 825.16          | 536.55          | 288.61          | 48,939.17         |
| 4/1/00                      | 24             | 825.16          | 539.68          | 285.48          | 48,399.49         |
| 5/1/00                      | 25             | 825.16          | 542.83          | 282.33          | 47,856.66         |
| 6/1/00                      | 26             | 825.16          | 546.00          | 279.16          | 47,310.66         |
| 7/1/00                      | 27             | 825.16          | 549.18          | 275.98          | 46,761.48         |
| 8/1/00                      | 28             | 825.16          | 552.38          | 272.78          | 46,209.10         |
| 9/1/00                      | 29             | 825.16          | 555.61          | 269.55          | 45,653.49         |
| 10/1/00                     | 30             | 825.16          | 558.85          | 266.31          | 45,094.64         |
| 11/1/00                     | 31             | 825.16          | 562.11          | 263.05          | 44,532.53         |
| 12/1/00                     | 32             | 825.16          | 565.39          | 259.77          | 43,967.14         |
| Total Year Ending 12/31/00  |                | <u>9,901.92</u> | <u>6,572.37</u> | <u>3,329.55</u> | <u>43,967.14</u>  |
| <b>Year Ending 12/31/01</b> |                |                 |                 |                 |                   |
| 1/1/01                      | 33             | 825.16          | 568.69          | 256.47          | 43,398.45         |
| 2/1/01                      | 34             | 825.16          | 572.00          | 253.16          | 42,826.45         |
| 3/1/01                      | 35             | 825.16          | 575.34          | 249.82          | 42,251.11         |
| 4/1/01                      | 36             | 825.16          | 578.70          | 246.46          | 41,672.41         |
| 5/1/01                      | 37             | 825.16          | 582.07          | 243.09          | 41,090.34         |
| 6/1/01                      | 38             | 825.16          | 585.47          | 239.69          | 40,504.87         |
| 7/1/01                      | 39             | 825.16          | 588.88          | 236.28          | 39,915.99         |
| 8/1/01                      | 40             | 825.16          | 592.32          | 232.84          | 39,323.67         |
| 9/1/01                      | 41             | 825.16          | 595.77          | 229.39          | 38,727.90         |
| 10/1/01                     | 42             | 825.16          | 599.25          | 225.91          | 38,128.65         |
| 11/1/01                     | 43             | 825.16          | 602.74          | 222.42          | 37,525.91         |
| 12/1/01                     | 44             | 825.16          | 606.26          | 218.90          | 36,919.65         |
| Total Year Ending 12/31/01  |                | <u>9,901.92</u> | <u>7,047.49</u> | <u>2,854.43</u> | <u>36,919.65</u>  |
| <b>Year Ending 12/31/02</b> |                |                 |                 |                 |                   |
| 1/1/02                      | 45             | 825.16          | 609.80          | 215.36          | 36,309.85         |

**MOSLAK AMOCO**  
Loan Amortized at 7%

| Date                        | Payment Number | Payment Amount | Principal | Interest | Principal Balance |
|-----------------------------|----------------|----------------|-----------|----------|-------------------|
| 2/1/02                      | 46             | 825.16         | 613.35    | 211.81   | 35,696.50         |
| 3/1/02                      | 47             | 825.16         | 616.93    | 208.23   | 35,079.57         |
| 4/1/02                      | 48             | 825.16         | 620.53    | 204.63   | 34,459.04         |
| 5/1/02                      | 49             | 825.16         | 624.15    | 201.01   | 33,834.89         |
| 6/1/02                      | 50             | 825.16         | 627.79    | 197.37   | 33,207.10         |
| 7/1/02                      | 51             | 825.16         | 631.45    | 193.71   | 32,575.65         |
| 8/1/02                      | 52             | 825.16         | 635.14    | 190.02   | 31,940.51         |
| 9/1/02                      | 53             | 825.16         | 638.84    | 186.32   | 31,301.67         |
| 10/1/02                     | 54             | 825.16         | 642.57    | 182.59   | 30,659.10         |
| 11/1/02                     | 55             | 825.16         | 646.32    | 178.84   | 30,012.78         |
| 12/1/02                     | 56             | 825.16         | 650.09    | 175.07   | 29,362.69         |
| Total Year Ending 12/31/02  |                | 9,901.92       | 7,556.96  | 2,344.96 | 29,362.69         |
| <b>Year Ending 12/31/03</b> |                |                |           |          |                   |
| 1/1/03                      | 57             | 825.16         | 653.88    | 171.28   | 28,708.81         |
| 2/1/03                      | 58             | 825.16         | 657.69    | 167.47   | 28,051.12         |
| 3/1/03                      | 59             | 825.16         | 661.53    | 163.63   | 27,389.59         |
| 4/1/03                      | 60             | 825.16         | 665.39    | 159.77   | 26,724.20         |
| 5/1/03                      | 61             | 825.16         | 669.27    | 155.89   | 26,054.93         |
| 6/1/03                      | 62             | 825.16         | 673.17    | 151.99   | 25,381.76         |
| 7/1/03                      | 63             | 825.16         | 677.10    | 148.06   | 24,704.66         |
| 8/1/03                      | 64             | 825.16         | 681.05    | 144.11   | 24,023.61         |
| 9/1/03                      | 65             | 825.16         | 685.02    | 140.14   | 23,338.59         |
| 10/1/03                     | 66             | 825.16         | 689.02    | 136.14   | 22,649.57         |
| 11/1/03                     | 67             | 825.16         | 693.04    | 132.12   | 21,956.53         |
| 12/1/03                     | 68             | 825.16         | 697.08    | 128.08   | 21,259.45         |
| Total Year Ending 12/31/03  |                | 9,901.92       | 8,103.24  | 1,798.68 | 21,259.45         |
| <b>Year Ending 12/31/04</b> |                |                |           |          |                   |
| 1/1/04                      | 69             | 825.16         | 701.15    | 124.01   | 20,558.30         |
| 2/1/04                      | 70             | 825.16         | 705.24    | 119.92   | 19,853.06         |
| 3/1/04                      | 71             | 825.16         | 709.35    | 115.81   | 19,143.71         |
| 4/1/04                      | 72             | 825.16         | 713.49    | 111.67   | 18,430.22         |
| 5/1/04                      | 73             | 825.16         | 717.65    | 107.51   | 17,712.57         |
| 6/1/04                      | 74             | 825.16         | 721.84    | 103.32   | 16,990.73         |
| 7/1/04                      | 75             | 825.16         | 726.05    | 99.11    | 16,264.68         |
| 8/1/04                      | 76             | 825.16         | 730.28    | 94.88    | 15,534.40         |
| 9/1/04                      | 77             | 825.16         | 734.54    | 90.62    | 14,799.86         |
| 10/1/04                     | 78             | 825.16         | 738.83    | 86.33    | 14,061.03         |
| 11/1/04                     | 79             | 825.16         | 743.14    | 82.02    | 13,317.89         |
| 12/1/04                     | 80             | 825.16         | 747.47    | 77.69    | 12,570.42         |
| Total Year Ending 12/31/04  |                | 9,901.92       | 8,689.03  | 1,212.89 | 12,570.42         |
| <b>Year Ending 12/31/05</b> |                |                |           |          |                   |
| 1/1/05                      | 81             | 825.16         | 751.83    | 73.33    | 11,818.59         |
| 2/1/05                      | 82             | 825.16         | 756.22    | 68.94    | 11,062.37         |
| 3/1/05                      | 83             | 825.16         | 760.63    | 64.53    | 10,301.74         |
| 4/1/05                      | 84             | 825.16         | 765.07    | 60.09    | 9,536.67          |
| 5/1/05                      | 85             | 825.16         | 769.53    | 55.63    | 8,767.14          |
| 6/1/05                      | 86             | 825.16         | 774.02    | 51.14    | 7,993.12          |
| 7/1/05                      | 87             | 825.16         | 778.53    | 46.63    | 7,214.59          |
| 8/1/05                      | 88             | 825.16         | 783.07    | 42.09    | 6,431.52          |
| 9/1/05                      | 89             | 825.16         | 787.64    | 37.52    | 5,643.88          |
| 10/1/05                     | 90             | 825.16         | 792.24    | 32.92    | 4,851.64          |
| 11/1/05                     | 91             | 825.16         | 796.86    | 28.30    | 4,054.78          |
| 12/1/05                     | 92             | 825.16         | 801.51    | 23.65    | 3,253.27          |
| Total Year Ending 12/31/05  |                | 9,901.92       | 9,317.15  | 584.77   | 3,253.27          |
| <b>Year Ending 12/31/06</b> |                |                |           |          |                   |
| 1/1/06                      | 93             | 825.16         | 806.18    | 18.98    | 2,447.09          |

**MOSLAK AMOCO**  
Loan Amortized at 7%

| Date                       | Payment Number | Payment Amount | Principal | Interest  | Principal Balance |
|----------------------------|----------------|----------------|-----------|-----------|-------------------|
| 2/1/06                     | 94             | 825.16         | 810.89    | 14.27     | 1,636.20          |
| 3/1/06                     | 95             | 825.16         | 815.62    | 9.54      | 820.58            |
| 4/1/06                     | 96             | 825.37         | 820.58    | 4.79      | 0.00              |
| Total Year Ending 12/31/06 |                | 3,300.85       | 3,253.27  | 47.58     | 0.00              |
| <b>GRAND TOTAL</b>         |                | 79,215.57      | 60,523.65 | 18,691.92 | 0.00              |

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

J. J. POWELL, INC.,

\*

Plaintiffs

\* No. 99-1131

\*

\*

\*

\*

\*

\*

\*

\*

Defendants

JAMES A. MOSLAK and SHIRLEY A.  
MOSLAK, his wife, JAMES M. MOSLAK,  
all Defendants individually and t/d/b/a  
MOSLAK'S SERVICE STATION,

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, do hereby certify that I served a true and correct copy of **ANSWER CONTAINING NEW MATTER AND NOTICE TO PLEAD**, in the above captioned matter on the following by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

David C. Mason, Esquire  
P.O. Box 28  
Philipsburg PA 16866

DATE: 4-27-00

BY:   
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.

\*  
\* No. 2006-352-CD

Plaintiff

JAMES MOSLAK and  
JAMES M. MOSLAK

Defendants

\*  
\* TYPE OF CASE: Civil Action  
\*  
\* TYPE OF PLEADING: CERTIFICATE  
\* OF SERVICE

\* FILED ON BEHALF OF: Plaintiff

\*  
\* COUNSEL OF RECORD FOR THIS  
\* PARTY:

\* David C. Mason, Esquire  
\* I.D.# 39180  
\* DAVID C. MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg PA 16866  
\* (814) 342-2240

\* COUNSEL OF RECORD FOR  
\* DEFENDANTS:

\* David R. Thompson, Esquire  
\* I.D. # 73053  
\* P.O. Box 587  
\* 308 Walton Street, Suite 4  
\* Philipsburg, PA 16866

**FILED** 4CC  
01340201 Atty Mason  
APR 19 2006  
[Signature]

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.

\*  
\* No. 2006-352-CD

Plaintiff

\*

\*

JAMES MOSLAK and  
JAMES M. MOSLAK

\*

\*

Defendants

\*

**CERTIFICATE OF SERVICE**

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the PLAINTIFF'S ANSWER TO DEFENDANTS' PETITION TO STRIKE OR OPEN JUDGMENT, filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

David R. Thompson, Esquire  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg, PA 16866

DATED: *4-19-06*

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION - LAW

J. J. POWELL, INC.  
Plaintiff  
JAMES MOSLAK and.  
JAMES M. MOSLAK  
Defendants

\*  
\* No. 2006-352-CD  
\*  
\*  
\*  
\*  
\* TYPE OF CASE: Civil Action  
\*  
\* TYPE OF PLEADING: CERTIFICATE  
\* OF SERVICE  
\*  
\*  
\* FILED ON BEHALF OF: Plaintiff  
\*  
\*  
\* COUNSEL OF RECORD FOR THIS  
\* PARTY:  
\* David C. Mason, Esquire  
\* I.D.# 39180  
\* DAVID C. MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg PA 16866  
\* (814) 342-2240  
\*  
\* COUNSEL OF RECORD FOR  
\* DEFENDANTS:  
\* David R. Thompson, Esquire  
\* I.D. # 73053  
\* P.O. Box 587  
\* 308 Walton Street, Suite 4  
\* Philipsburg, PA 16866  
\*

FILED  
03092012/2CC  
NOV 21 2006 Atty Mason  
WMS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION - LAW

J. J. POWELL, INC.

Plaintiff

\*  
\* No. 2006-352-CD

JAMES MOSLAK and  
JAMES M. MOSLAK

Defendants

\*  
\*  
\*  
\*

**CERTIFICATE OF SERVICE**

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a PRAECIPE FOR TRIAL LIST, filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

David R. Thompson, Esquire  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg, PA 16866

DATED: *Nov 21, 2006*

*DCM/ma*  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Plaintiff

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

CIVIL ACTION - LAW

J. J. POWELL, INC.,

Plaintiff

vs.

JAMES MOSLAK and  
JAMES M. MOSLAK,

Defendants

\* NO. 2006-352-CD

\* TYPE OF CASE: Civil Action

\* TYPE OF PLEADING: Praecipe for Trial List

\* FILED ON BEHALF OF:  
\* Plaintiffs

\* COUNSEL OF RECORD FOR THIS  
\* PARTY:  
\* David C. Mason, Esquire  
\* Supreme Court I.D. 39180  
\* Attorney at Law  
\* P. O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

\* COUNSEL OF RECORD FOR DEFENDANT:  
\* David R. Thompson, Esquire  
\* Supreme Court I.D. #73053  
\* Attorney at Law  
\* 308 Walton Street, Suite 4  
\* Philipsburg, PA 16866  
\* (814) 342-4100

FILED *cc*  
*01309/06* *NOV 21 2006* *Atty Mason*  
*68*

William A. Shaw  
Prothonotary/Clerk of Courts

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

CIVIL ACTION - LAW

J. J. POWELL, INC., \* NO. 2006-352-CD  
\*  
\* Plaintiff  
\*  
\* vs.  
\*  
\* JAMES MOSLAK and \*  
\* JAMES M. MOSLAK,  
\* Defendants \*  
\*

**PRAECIPE FOR TRIAL LIST**

TO THE PROTHONOTARY OF SAID COURT:

Kindly list the above captioned matter on the Trial List. I certify that the pleadings are closed and there are no outstanding Discovery Motions and that all Discovery has been completed.

A copy of this Notice is, on this date, being served upon the attorney for the Defendant, David R. Thompson, Esquire.

DATED: *Nov 21, 2006*

MASON LAW OFFICE  
*select* *mac*  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Plaintiffs  
Supreme Court No. 39180

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

J.J. POWELL, INC., \*  
Plaintiff \*  
vs. \* NO. 06-352-CD  
JAMES MOSLAK and \* NO. 06-614-CD  
JAMES M. MOSLAK, \*  
Defendants \*

ORDER

AND NOW, this 2<sup>nd</sup> day of January, 2007, it is the ORDER of this Court that the  
Pre-Trial Conference in the above matter shall be held on the **24<sup>th</sup> day of January,**  
**2007 at 1:30 p.m. in Chambers.**

BY THE COURT,



---

FREDRIC J. AMMERMAN  
President Judge

01/03/07 10:00 AM 1CC  
JAN 03 2007 Atty's. Mason  
W.A. Shaw  
William A. Shaw  
Prothonotary/Clerk of Courts  
Thompson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL DIVISION - LAW

J. J. POWELL, INC.

**Plaintiff**

JAMES MOSLAK and  
JAMES M. MOSLAK

## Defendants

RECEIVED

JAN 19 2001

Court Administrator's  
Office

\* No. 2006-352-CD  
\* No. 2006-614-CD  
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\* TYPE OF CASE: Civil Action  
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\* TYPE OF PLEADING: CERTIFICATE  
\* OF SERVICE  
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\* FILED ON BEHALF OF: Plaintiff  
\*  
\*  
\* COUNSEL OF RECORD FOR THIS  
\* PARTY:  
\* David C. Mason, Esquire  
\* I.D.# 39180  
\* MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg PA 16866  
\* (814) 342-2240  
\*  
\* COUNSEL OF RECORD FOR  
\* DEFENDANTS:  
\* David R. Thompson, Esquire  
\* I.D. # 73053  
\* P.O. Box 587  
\* 308 Walton Street, Suite 4  
\* Philipsburg, PA 16866  
\*

FILED NOCC  
01/2000 LM  
JAN 19 2001 (sm)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.

\*

\* No. 2006-352-CD

Plaintiff

\*

\* No. 2006-614-CD

JAMES MOSLAK and  
JAMES M. MOSLAK

\*

\*

\*

Defendants

\*

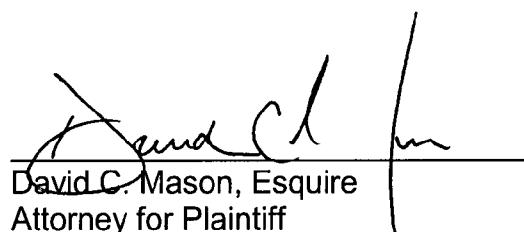
CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the PLAINTIFF'S PRE-TRIAL STATEMENT, filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

Honorable Fredric J. Ammerman  
Judge's Chamber  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

David R. Thompson, Esquire  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg, PA 16866

DATED: 1-18-07

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.,

Plaintiffs

vs.

JAMES MOSLAK and  
JAMES M. MOSLAK,

Defendants

\*  
\* No.2006-352-CD  
\* No. 2006-614-CD

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TYPE OF PLEADING:  
Certificate of Service

FILED ON BEHALF OF:  
Defendants

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FILED NO CC

012-5061  
JAN 24 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

J. J. POWELL, INC.,

\*  
\* No. 2006-352-CD  
\* No. 2006-614-CD  
\*

Plaintiffs

VS.

JAMES MOSLAK and  
JAMES M. MOSLAK,

\*  
\*  
\*  
\*

Defendants

**CERTIFICATE OF SERVICE**

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **Pre-Trial Statement**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

J. J. Powell, Inc.  
c/o David C. Mason, Esquire  
409 North Front Street  
P.O. Box 28  
Philipsburg, PA 16866

DATE: January 17, 2007

BY:

  
\_\_\_\_\_  
David R. Thompson, Esquire

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

J.J. POWELL, INC., \*  
Plaintiff \*  
vs. \* NO. 06-352-CD  
JAMES MOSLAK and \* NO. 06-614-CD  
JAMES M. MOSLAK, \*  
Defendants \*

**ORDER**

AND NOW, this 24th day of January, 2007, it is the ORDER of this Court as follows:

1. The Court hereby grants the Petition to Strike or Open Judgment (06-352-CD) to the extent that judgment is hereby opened, but not stricken.
2. Non-Jury Trial is hereby scheduled to commence at 9:00 a.m. in Courtroom No. 1 on Tuesday, April 17, 2007 at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED *acc Atlys:*  
01/14/07 *cm* MASON  
JAN 26 2007 THOMPSON  
*(60)*

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1-26-2007

You are responsible for serving all appropriate parties.

The Plaintiff(s) has/have provided service to the following parties:

Plaintiff(s)  Plaintiff(s)' Attorney  Other

Defendant(s)  Defendant(s)' Attorney

Court(s)  Sheriff

**FILED**

**JAN 26 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FILED

APR 17 2007

01/10/30/07 (60)

William A. Shaw  
Prothonotary/Clerk of Courts

J.J. POWELL, INC. :

2 CERT TO THOMPSON  
2 CERT TO MASON

VS : NO. 2006-352-CD & 2006-614-CD

1 CERT TO  
06-614-CD

JAMES MOSLAK AND JAMES M. :

MOSLAK :

O R D E R

NOW, this 17th day of April, 2007, this being the day and date scheduled for Nonjury Trial in the above matters, the Parties appearing before the Court for the purpose of entering an agreed upon judgment in favor of Plaintiff and against Defendants in the amount of Thirty Thousand Dollars (\$30,000) on the following terms and conditions:

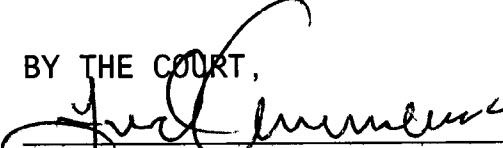
1. Plaintiff shall refrain from executing or attaching on the judgment on the condition that Defendant pay to Plaintiff periodic payments in the amount of \$250 on or about the 10th of each month, with first payment to be due May 10th, 2007 and alike sum to be paid each and every month thereafter until the total judgment with interest at 6 percent per annum has been paid in full;

2. Plaintiff shall execute, acknowledge and deliver to Defendant a bill of sale for all equipment contained in or referenced in an agreement between the parties dated April 2nd, 1998. It is acknowledged that Plaintiff has executed such bill of sale, which has been acknowledged to have been received by Defendant James Moslak.

3. Defendants stipulate and agree that upon the sale,

transfer or assignment of the ownership interest in premises in Morris Township, Clearfield County, Pennsylvania identified as tax map parcel number 124-Q11-45 (further described in Deed Book 944, Page 545), remaining principal sum together with any unpaid interest shall immediately become due and payable.

BY THE COURT,

  
\_\_\_\_\_  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

J. J. POWELL, INC.

Plaintiff

vs.

JAMES MOSLAK and JAMES M.  
MOSLAK,

Defendants

\*  
\* No. 2006-352-CD & 2006-614-CD

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\* Type of Case: Judgment

\*

\* Type of Pleading: **Notice of Service of  
Interrogatories**

\*

\* Counsel of Record for Plaintiff:

\*

\* David C. Mason, Esquire  
\* MASON LAW OFFICE  
\* 200 N. Front St., Suite 201  
\* (The Finberg Building)  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* 814-342-2240

\*

11-1-2006  
S 1140 CC ATT, mason  
William A. Shaw  
Prothonotary/Clerk of Courts  
OK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

J. J. POWELL, INC.

\*

\* No. 2006-352-CD & 2006-614-CD

Plaintiff

\*

\*

vs.

\*

\*

JAMES MOSLAK and JAMES M.  
MOSLAK,

\*

\*

\*

Defendants

\*

\*

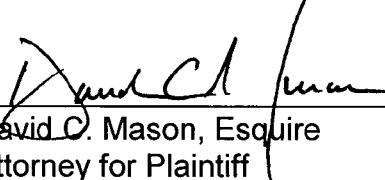
**NOTICE OF SERVICE OF INTERROGATORIES**

Notice is hereby given that on the 13th day of March, 2013, the Plaintiff, J. J. Powell, Inc., by and through its attorney, David C. Mason, served Plaintiff's Interrogatories in Aid of Execution upon James Moslak and James M. Moslak, by mailing the original and two copies of the same via First Class United States Mail, postage prepaid, to the following address:

David R. Thompson, Esquire  
308 Walton Street – Suite 4  
P.O. Box 587  
Philipsburg, PA 16866

MASON LAW OFFICE

BY:

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Plaintiff