

06-412-CD
S&T Bank vs Scott D. Fairman et al

2006-412-CD

S&T Bank vs Scott Fairman et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 06 - 412 C.D.
Plaintiff, :
vs. : TYPE OF CASE: CONFESSION OF
SCOTT D. FAIRMAN and GAIL L. : JUDGMENT
FAIRMAN :
Defendants. : TYPE OF PLEADING: COMPLAINT
: FILED ON BEHALF OF: S&T BANK
: Plaintiff
: COUNSEL OF RECORD FOR THIS PARTY:
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
: (814) 371-5800
:

FILED

MAR 17 2006

013:40

William A. Shaw

Prothonotary/Clerk of Courts

CELT. W/

NOTICE OF JUDGMENT
TO DEFENDANT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :
vs. Plaintiff, :
SCOTT D. FAIRMAN and GAIL L. : No. 06 - _____ C.D.
FAIRMAN, :
Defendants. :

C O M P L A I N T

NOW, comes Plaintiff, S&T BANK, by its attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint pursuant to Pennsylvania Rule of Civil Procedure No. 2951(b) for Judgment by Confession and avers the following:

1. The Plaintiff, S&T BANK, is a banking corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, with an office located at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.
2. Defendants, SCOTT D. FAIRMAN and GAIL L. FAIRMAN, are individuals who are husband and wife, whose last known address is R.R. #3, Box 251, DuBois, Clearfield County, Pennsylvania 15801.
3. Attached hereto and made a part hereof as Exhibit "A" is a true and correct copy of the original instrument designated as "Promissory Note", authorizing confession of judgment, for a Commercial Loan, Account No. 02000058244 - Loan No. 10938, which Promissory Note

was dated April 13, 2001, and made by SCOTT D. FAIRMAN and GAIL L. FAIRMAN, the above-named Defendants, in favor of S&T BANK, in the principal amount of FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500.00), together with interest at the rate of 5.000%, with borrowers to make eighty-three (83) regular monthly payments in the amount of FOUR HUNDRED FIFTY-TWO DOLLARS and FORTY-THREE CENTS (\$452.43) and one (1) irregular last payment estimated at FIFTEEN THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS and NINETY-SEVEN CENTS (\$15,531.97), in accordance with terms more particularly set forth therein.

4. The Defendants, SCOTT D. FAIRMAN and GAIL L. FAIRMAN, each executed a Disclosure for Confession of Judgment document with regard to said loan, dated April 13, 2001, true and correct copies of the original instruments being attached hereto and made a part hereof as Exhibit "B" and Exhibit "C" respectively, which documents authorize confession of judgment on the unpaid balance of indebtedness as more particularly set forth therein.

5. That the attached instruments designated as Exhibits "A", "B", and "C" have not been assigned.

6. Default was made by Defendants in the payment of TWO HUNDRED THREE DOLLARS and SIXTY-FOUR CENTS (\$203.64) out of the payment due for February 15, 2006; whereby, under the attached instruments, the entire sum is in default and immediately due and payable.

7. Contrary to the terms and provisions of the written instruments, Defendants have failed and/or refused to make payments when due and failed to perform promptly at the time and strictly in the manner provided in the Note, which is attached hereto and made a part hereof

as Exhibit "A", all of which constitutes a default under the instrument, and Plaintiff exercises its option to declare the entire balance of the instrument immediately due and payable.

8. Consequently, the Defendants are liable to the Plaintiff as follows:

9. Judgment has not been entered on the attached instruments in any jurisdiction.

10. By reason of Defendants' default and authority to confess judgment granted in said instruments, Plaintiff is entitled to a judgment against Defendants in the amount of TWENTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS and EIGHT CENTS (\$27,185.08), plus interest from March 15, 2006.

WHEREFORE, Plaintiff demands judgment in the sum of TWENTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-FIVE DOLLARS and EIGHT CENTS (\$27,185.08), plus interest from March 15, 2006, as authorized by the warrant of attorney appearing in the attached instruments.

GLEASON, CHERRY AND CHERRY, L.L.P.

By Paula McNamee
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

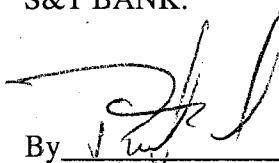
CIVIL ACTION

S&T BANK, :
Plaintiff, :
vs. : No. 06 - _____ C.D.
: :
SCOTT D. FAIRMAN and GAIL L. :
FAIRMAN, :
Defendants. :
:

VERIFICATION

Understanding that false statements made in this Verification are subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities, I verify that I am the Vice President of S&T BANK, the Plaintiff in the above-captioned matter, that I am authorized to make this Verification on Plaintiff's behalf, and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

S&T BANK:



By _____
Robert R. French, Vice President

Dated: March 15, 2006

CERTIFICATE OF ADDRESS

I hereby certify that the post office address of Plaintiff, S&T BANK, is 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824, and that the last known address of Defendants, SCOTT D. FAIRMAN and GAIL L. FAIRMAN, is R.R. #3, Box 251, DuBois, Pennsylvania 15801.

GLEASON, CHERRY AND CHERRY, L.L.P.

By

Sam L. Cherry
Attorneys for Defendants

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

S&T BANK,

Plaintiff, :
: No. 06 - _____ C.D.

SCOTT D. FAIRMAN and GAIL L.
FAIRMAN,

Defendants. : :

CONFESSİON OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, a copy 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 as follows:

(a) Unpaid principal balance of instrument	\$24,609.88
(b) Unpaid interest due	92.58
(c) Late charges	22.62
(d) Attorney's commission of 10% as per Promissory Note	<u>2,460.00</u>
Total	\$27,185.08
(e) Plus interest from March 15, 2006, at the daily rate of \$3.418	

GLEASON, CHERRY AND CHERRY, L.L.P.

By Lawler Nichols
Attorneys for Defendants

Judgment entered as above March 17, 2006.

Prothonotary



PROMISSORY NOTE

Principal \$42,500.00	Loan Date 04-13-2001	Maturity 04-15-2008	Loan No. 10938	Cr/De C2	Collateral 2000058240	Acct/Line 035	Comments None
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: SCOTT D. FAIRMAN
GAIL L. FAIRMAN
RR 3 BOX 251
DuBOIS, PA 15801-8835

Lender: S&T BANK
DUBOIS REGIONAL OFFICE
614 LIBERTY BLVD
DuBOIS, PA 15801

Principal Amount: \$42,500.00

Interest Rate: 5.000%

Date of Note: April 13, 2001

PROMISE TO PAY. SCOTT D. FAIRMAN and GAIL L. FAIRMAN ("Borrower") promise to pay to S&T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Forty Two Thousand Five Hundred & 00/100 Dollars (\$42,500.00), together with interest at the rate of 5.000% per annum on the unpaid principal balance from April 13, 2001, until paid in full.

PAYMENT. Borrower will pay this loan in 83 regular payments of \$452.43 each and one irregular last payment estimated at \$15,531.97. Borrower's first payment is due May 15, 2001, and all subsequent payments are due on the same day of each month after that. Borrower's final payment due April 15, 2008, will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

LATE CHARGE. If a payment is 18 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$20.00, whichever is greater.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any of the events described in this default section occurs with respect to any guarantor of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (i) Lender in good faith deems itself insecure.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the interest rate on this Note 3.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of INDIANA County, the Commonwealth of Pennsylvania. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

COLLATERAL. This Note is secured by, in addition to any other collateral, a Mortgage dated April 13, 2001, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

ADDITIONAL DEFAULT PROVISION (HIGHLY ERODIBLE LAND AND WETLAND CONVERSION). Borrower recognizes that the loan described in this Note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to prairie or to make possible the production of an agricultural commodity, subject to 7 CFR Part 1940, Subject G, Exhibit M.

LOAN TERM AND INTEREST RATE. The term of this loan shall be for 84 months. The interest rate shall be 9.000% fixed, with 4.000% interest assistance. However, the interest rate charged to the Borrower shall be subject to an annual analysis for compliance to conditions as set forth in Form FmHA 1980-64, "Interest Assistance Agreement". The rate of interest assistance charged to the Borrower, shall be adjusted annually based on results as provided in the analysis of the Borrower's need for interest assistance.

PROMISSORY NOTE
(Continued)

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

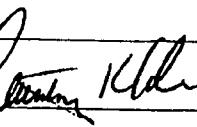
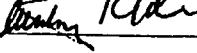

SCOTT D. FAIRMAN

(SEAL)


GAIL L. FAIRMAN

(SEAL)

Signed, acknowledged and delivered in the presence of:

Witness 
 Witness 

DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$42,500.00	Loan Date 04-13-2001	Maturity 04-13-2008	Loan No. 10039	Call C2	Collateral C2	Address 20000551744	Chk# 125	Tran# 125
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: SCOTT D. FAIRMAN
GAIL L. FAIRMAN
RR 3 BOX 251
DuBOIS, PA 15801-8835

Lender: S&T BANK
DuBOIS REGIONAL OFFICE
614 LIBERTY BLVD
DuBOIS, PA 15801

DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 13th DAY OF APRIL, 2001, A PROMISSORY NOTE FOR \$42,500.00 OBLIGATING ME TO REPAY THAT AMOUNT.

A. I UNDERSTAND THAT THE NOTE CONTAINS A CONFESSION OF JUDGMENT PROVISION THAT WOULD PERMIT LENDER TO ENTER JUDGMENT AGAINST ME IN COURT, AFTER A DEFAULT ON THE NOTE, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. HOWEVER, LENDER MUST PROVIDE NOTICE TO ME UNDER APPLICABLE LAW IN EXECUTING ANY CONFESSIONED JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW.

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

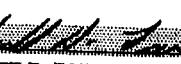
1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.

SDF 2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

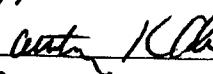
D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

AFFIANT:

X  (SEAL)
SCOTT D. FAIRMAN

Signed, acknowledged and delivered in the presence of:

X 
Witness

X
Witness

DISCLOSURE FOR CONFESSION OF JUDGMENT

PRINCIPAL \$42,500.00	LOAN DATE 04-13-2001	MATURITY 04-15-2008	LOAN NO. 10638	CDI	COMMITTEE DRAFT	ACCOUNT 5001050244	CHARGE 236	INTEREST 7.99%
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: SCOTT D. FAIRMAN
GAIL L. FAIRMAN
RR 3 BOX 251
DuBOIS, PA 15801-8835

Lender: S&T BANK
DUBOIS REGIONAL OFFICE
614 LIBERTY BLVD
DuBOIS, PA 15801

DISCLOSURE FOR CONFESSION OF JUDGMENT

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THIS DISCLOSURE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

AFFIANT:

X Gail L. Fairman (SEAL)
GAIL L. FAIRMAN

Signed, acknowledged and delivered in the presence of:

X Antony K. Col
Witness

X
Witness

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff, :
vs. : No. 06 - 412 C.D.

SCOTT D. FAIRMAN and GAIL L.
FAIRMAN,

Defendants. :

NOTICE is given that a judgment in the above-captioned matter has been entered
against you in the amount of TWENTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-
FIVE DOLLARS and EIGHT CENTS (\$27,185.08), plus interest from March 15, 2006, on

MARCH 17, 2006.

WILLIAM A. SHAW, PROTHONOTARY:

By W.A. Shaw
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :
Plaintiff, :
vs. : No. 06 - 412 C.D.
: :
SCOTT D. FAIRMAN and GAIL L. :
FAIRMAN, :
Defendants. :

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FIVE DOLLARS and EIGHT CENTS (\$27,185.08), plus interest from March 15, 2006, on
March 17, 2006.

WILLIAM A. SHAW, PROTHONOTARY:

By W.A. Shaw

Deputy

IN IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

S&T BANK,

Plaintiff

vs.

No. 2006-00412 CD

SCOTT D. FAIRMAN and
GAIL L. FAIRMAN,

Defendants

Type of Pleading: Satisfaction of
Judgment

Filed by: Scott D. Fairman
and Gail L. Fairman, pro se

1099 Juniata Street Extension
DuBois, PA 15801
(814) 771-9145

FILED

of 10:04 am
APR 03 2013

William A. Shaw
Prothonotary/Clerk of Courts

per \$7.00
Atty

ICC Atty

Heltzel

Scott D. Fairman

Satisfaction of Judgment

Know All Men By These Presents: That S&T BANK is the holder of a judgment against SCOTT D. FAIRMAN and GAIL L. FAIRMAN, filed in the Prothonotary's Office of Clearfield County under Docket No. 2006-00412 CD in the amount of Twenty-Seven Thousand One Hundred Eighty-Five Dollars and Eight Cents (\$27,185.08).

WHEREAS, the said SCOTT D. FAIRMAN and GAIL L. FAIRMAN have requested S&T BANK to satisfy the judgment.

NOW THEREFORE, S&T BANK, in consideration of the sum of Twenty-Seven Thousand One Hundred Eighty-Five Dollars and Eight Cents (\$27,185.08), lawful money, in hand paid by SCOTT D. FAIRMAN and GAIL L. FAIRMAN, at the execution hereof, the receipt whereof was hereby acknowledged, does satisfy the aforesaid judgment.

Witness hand and seal, this 25th day of March, 2013.

Signed, Sealed, and Delivered in Presence of:

ATTEST:

S&T BANK

Penny Smith

By: Caudy M. Fudley

Commonwealth of Pennsylvania)
:ss:
County of Clearfield)
Jefferson)

On this, the 25th day of March, 2013, before me, the undersigned officer, personally appeared Carolyn M Fridley, who acknowledged himself/herself to be the Vice President (title) of S&T BANK, and that he/she as such Vice President (title), being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Vice President (title).

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:

September 1, 2016

Angela M Bennett
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Angela M. Bennett, Notary Public
Brookway Boro, Jefferson County
My Commission Expires Sept. 1, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

FILED
APR 03 2013
William A. Shaw Courts
Clerk of Courts
Prothonotary

