

06-417-CD
S&T Bank vs SDJD, Inc.

2006-417-CD
S&T Bank vs SDJD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

SDJD, Inc.,

Defendant.

CIVIL DIVISION

NO.: 06-417-CD

ISSUE NO.:

TYPE OF PLEADING:

**COMPLAINT IN CONFESSION OF
JUDGMENT**

FILED ON BEHALF OF:

S&T Bank, Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

John N. McElroy
Pa. I.D. #87529

GRENNEN & BIRSCIC, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:

43 South Ninth Street
Indiana, PA 15701

AND THE DEFENDANT IS:

RR1, Box 17A
Penfield, PA 15849

John N. McElroy
ATTORNEY FOR PLAINTIFF

FILED Atty pd.
m 12:00 PM
MAR 20 2006 20.00
WM 100% Notice
to Def.
William A. Shaw
Prothonotary/Clerk of Courts Statement to
Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,)	CIVIL DIVISION
)	
Plaintiff,)	NO.:
)	
vs.)	
)	
SDJD, Inc.,)	
)	
Defendant.)	

COMPLAINT IN CONFESSION OF JUDGMENT

S&T Bank, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Confession of Judgment as follows:

1. S&T Bank is a commercial bank existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 43 South Ninth Street, Indiana, Pennsylvania 15701 (hereinafter referred to as "Plaintiff").
2. SDJD, Inc. is a Pennsylvania corporation doing business in the Commonwealth of Pennsylvania whose last known address is RR1, Box 17A, Penfield, Pennsylvania 15849 (hereinafter referred to as "Defendant").
3. On or about July 10, 2003, Defendant executed a Note in favor of Plaintiff in the original principal amount of \$140,000.00, which Note authorized the confession of judgment against the Defendant. A copy of said Note, which copy is a true correct reproduction of the original Note, is marked **Exhibit "A,"** attached hereto and made a part hereof.
4. The aforesaid Note has not been released, transferred or assigned.
5. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
6. Judgment has not been entered against the Defendant on the aforesaid Note in any jurisdiction.

7. The aforesaid Note authorizes the entry of judgment upon the occurrence of an event of default thereunder.

8. Defendant is in default of the terms and conditions of the aforesaid Note for failure to make payments when due and upon demand.

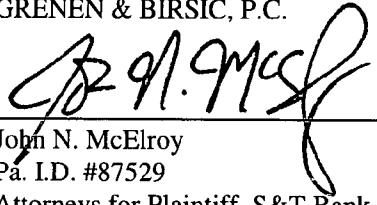
9. The itemization of the amount due, including interest and late charges as authorized by the Note, is as follows:

Principal	\$ 121,775.27
Interest to 2/02/06	\$ 4,291.73
Late and other charges to 2/02/06	\$ <u>504.20</u>
 TOTAL	\$ 126,571.20

WHEREFORE, the Plaintiff, as authorized by the Warrant of Attorney contained in the Promissory Note, demands judgment against the Defendant in the total sum of \$126,571.20, with interest on the principal sum (\$121,775.27) from February 3, 2005 at the per diem rate of \$29.60, and additional late charges, plus reasonable attorney's fees not to exceed 10% of the unpaid principal balance and accrued interest and brings said instrument to Court to recover the said sum.

GRENEN & BIRSIĆ, P.C.

BY:


John N. McElroy
Pa. I.D. #87529
Attorneys for Plaintiff, S&T Bank
One Gateway Center - Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,) CIVIL DIVISION
)
Plaintiff,) NO.:
)
vs.)
)
)
SDJD, Inc.,)
)
)
Defendant.)

CONFESSTION OF JUDGMENT

Pursuant to the Warrant of Attorney contained in the aforementioned Note, the original or copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess judgment in favor of Plaintiff and against the Defendant as follows:

Principal	\$ 121,775.27
Interest to 2/02/06	\$ 4,291.73
Late and other charges to 2/02/06	\$ <u>504.20</u>
 TOTAL	\$ 126,571.20

with interest on the principal sum (\$121,775.27) from February 3, 2006 at the per diem rate of \$29.60, and additional late charges, plus reasonable attorney's fees not to exceed 10% of the unpaid principal balance and accrued interest.

Dated: 3/16/06

By:

GRENEN & BIRSCIC, P.C.

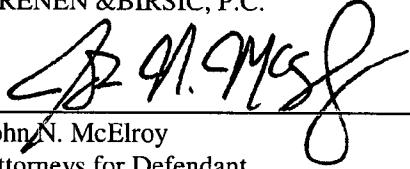

John N. McElroy
Attorneys for Defendant
Pro Hac Vice

EXHIBIT "A"



NOTE

SBA Loan #	LDP 646976 4005
SBA Loan Name	SDJD Enterprises, Incorporated
Date	July 10, 2003
Loan Amount	\$140,000.00
Interest Rate	6.500%
Borrower	SDJD Enterprises, Incorporated
Operating Company	SDJD Enterprises, Incorporated
Lender	S&T Bank

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of One Hundred Forty Thousand & 00/100 Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate on this Note will fluctuate. The initial interest rate is 6.500% per year. This initial rate is the prime rate on the date SBA received the loan application, plus 2.5%. The initial interest rate must remain in effect until the first change period begins.

Borrower must pay a total of 3 payments of interest only on the disbursed principal balance beginning one month from the month this Note is dated and every month thereafter; payment s must be made on the 10th calendar day in the months they are due.

Borrower must pay principal and interest payments of \$2,146.37 every month, beginning four months from the month this Note is dated; payment must be made on the 10th calendar day in the months they are due.

**PROMISSORY NOTE
(Continued)**

Loan No: 15047

Page 2

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.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The interest rate will be adjusted annually (the "change period").

The "Prime Rate" is the prime rate in effect on the first business day of the month in which an interest rate change occurs, as published in the Wall Street Journal on the next business day.

The adjusted interest rate will be 2.5% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change. The initial interest rate must remain in effect until the first change period begins.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

All remaining principal and accrued interest is due and payable 7 years from date of Note.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person, or: (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (a) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (b) Borrower or any guarantor ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (d) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (e) Lender in good faith deems itself insecure under this Note or any other agreement between Lender and Borrower.

Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest, in addition to any other fees referenced in this Note; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date Lender receives the notice, less any interest accrued during the 21 days under subparagraph b., above.

If Borrower does not prepay with 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;

**PROMISSORY NOTE
(Continued)**

Loan No: 15047

Page 3

- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgement;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to

**PROMISSORY NOTE
(Continued)**

Loan No: 15047

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acquire, perfect, or maintain Lender's liens on Collateral.

D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.

E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.

F. If any part of this Note is unenforceable, all other parts remain in effect.

G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; Impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE-SPECIFIC PROVISIONS:

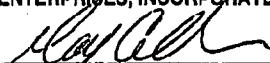
CONFESION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OR ANY COURTS IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, 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 ANY ATTORNEY'S COMMISSION OF THEN 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 JUDGEMENTS 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 JUDGEMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THE 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 CONFESION 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 CONFESION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

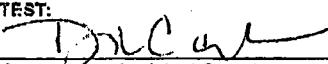
BORROWER:

SDJD ENTERPRISES, INCORPORATED

By:  (Seal)
Gary S. Carlson, President of SDJD Enterprises,
Incorporated

By:  (Seal)
Debra R. Carlson, Secretary of SDJD Enterprises,
Incorporated

ATTEST:


Secretary or Assistant Secretary

(Corporate Seal)



DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal	Loan Date	Maturity	Loan No.	Call/Coll	Account	Officer	Initials
\$140,000.00	07-10-2003	07-10-2010	15047	CC	2000109138	336	<i>✓</i>

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Affiant: SDJD Enterprises, Incorporated
RR 1 Box 17A
Penfield, PA 15849

Lender: S&T Bank
Liberty Boulevard Office
614 Liberty Ave
DuBois, PA 15801
(814) 375-3800

DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 10th DAY OF JULY, 2003, A PROMISSORY NOTE FOR \$140,000.00 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, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, 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. 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 IMMEDIATELY EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

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.
GSC 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.

DISCLOSURE FOR CONFESSION OF JUDGMENT
(Continued)

Loan No: 15047

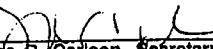
Page 2

THIS DISCLOSURE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DISCLOSURE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

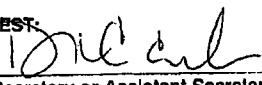
AFFIANT:

SDJD ENTERPRISES, INCORPORATED

By:  (Seal)
Gary S. Carlson, President of SDJD Enterprises,
Incorporated

By:  (Seal)
Debra R. Carlson, Secretary of SDJD Enterprises,
Incorporated

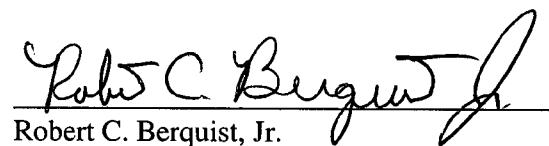
AFFEST:


Secretary or Assistant Secretary

(Corporate Seal)

VERIFICATION

Robert C. Berquist, Jr., Vice President and duly authorized representative of S&T Bank, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to his information and belief.



Robert C. Berquist, Jr.
Robert C. Berquist, Jr.
Vice President
S&T Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,) CIVIL DIVISION
)
Plaintiff,) NO.:
)
vs.)
)
SDJD, Inc.,)
)
Defendant.)
)

NOTICE PURSUANT TO 42 PA C.S.A. 2737.1

JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT AT THE ABOVE CAPTIONED NUMBER AND TERM.

PURSUANT TO 42 PA C.S.A. 2737.1, IF YOU HAVE BEEN INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT IN CONFESSION OF JUDGMENT AND HAD A CONFESSION OF JUDGMENT ENTERED AGAINST YOU, YOU SHALL BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY SEEK TO HAVE THE COURT STRIKE THE CONFESSION OF JUDGMENT BY FOLLOWING THE PROCEDURE SET FORTH IN RULE 2959 OF THE PENNSYLVANIA RULES OF CIVIL PROCEDURE, WHICH RULE 2959 IS SET FORTH BELOW:

**Pennsylvania Rule of Civil Procedure 2959. Striking Off
or Opening Judgment; Pleadings; Procedure**

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

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

(i) in support of a further request for a stay of execution where the court has not stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Rule 2958.3 or Rule 2973.3.

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

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

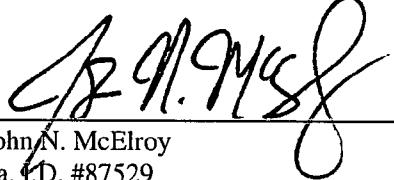
(c) A party waives all defenses and objections which are not included in the petition or answer.

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

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which in a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

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

GRENEN & BIRSIC, P.C.

Dated: 3/16/06 By: 

John N. McElroy
Pa. I.D. #87529
Attorneys for Plaintiff, S&T Bank
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,) CIVIL DIVISION
Plaintiff,)
vs.) NO.: 06-417-CD
SDJD, Inc.,)
Defendant.)

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: () Plaintiff
(XX) Defendant - SDJD, Inc.
RR1, Box 17A
Penfield, PA 15849

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on March 20, 2006.

() A copy of the Order or Decree is enclosed

OR

(XX) The judgment is as follows: \$ 126,571.20

with interest on the principal sum (\$121,775.27) from February 3, 2006 at the per diem rate of \$29.60, and additional late charges, plus reasonable attorney's fees not to exceed 10% of the unpaid principal balance and accrued interest.

William H. Gray
Deputy

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

 COPY

S & T Bank
Plaintiff(s)

No.: 2006-00417-CD

Real Debt: \$126,571.20

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

SDJD, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: March 20, 2006

Expires: March 20, 2011

Certified from the record this 20th 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, PENNSYLVANIA
CIVIL DIVISION

S&T BANK,

) NO.: 2006-00417-CD

Plaintiff,

) ISSUE NO.:

vs.

) **TYPE OF PLEADING:**

SDJD, INC.,

) **Praecipe to Satisfy Judgment**

Defendant.

) FILED ON BEHALF OF PLAINTIFF:

) S&T Bank

)

)

) COUNSEL OF RECORD FOR THIS

) PARTY:

)

) John N. McElroy

) Pa. I.D. #87529

)

) GRENNEN & BIRSIK, P.C.

) One Gateway Center

) Ninth Floor

) Pittsburgh, PA 15222

) (412) 281-7650

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

S&T BANK,

NO.: 2006-00417-CD

Plaintiff,

vs.

SDJD, INC.,

Defendant.

PRAECIPE TO SATISFY JUDGMENT

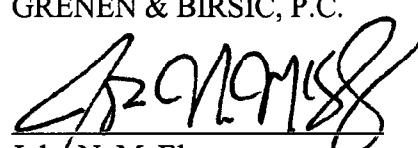
TO: PROTHONOTARY

SIR:

Kindly mark the judgment satisfied in the above-captioned matter and mark the docket accordingly.

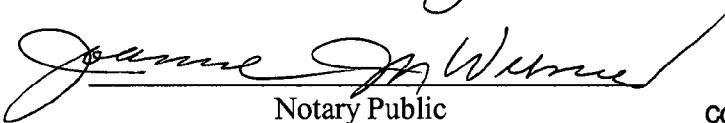
GRENEN & BIRSCIC, P.C.

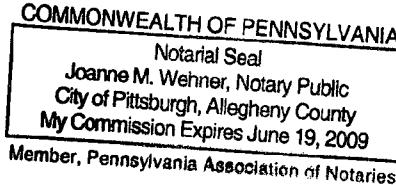
BY:


John N. McElroy
Pa. I.D. #87529
Attorneys for Plaintiff
One Gateway Center - 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Sworn to and subscribed before me

this 24th day of July, 2008.


Notary Public



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2006-00417-CD

S & T Bank

Debt: \$126,571.20

Vs.

Atty's Comm.:

SDJD, Inc.

Interest From:

Cost: \$7.00

NOW, Monday, July 28, 2008 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 28th day of July, A.D. 2008.

Willie L. Harlan, Jr.

Prothonotary