

06-418-CD  
S&T Bank vs SDJD, Inc.

S&T Bank vs SDJD  
2006-418-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

SDJD, Inc.,

Defendant.

CIVIL DIVISION

NO.: 06-418-CD

ISSUE NO.:

TYPE OF PLEADING:

COMPLAINT IN CONFESSION OF  
JUDGMENT

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

  
ATTORNEY FOR PLAINTIFF

FILED ON BEHALF OF:  
S&T Bank, Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

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

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

FILED Any pd. 20.00  
m/2:14/BA ICC Notice  
MAR 20 2006 to Def.  
William A. Shaw Statement to  
Prothonotary/Clerk of Courts Ally

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 know address is RR1, Box 17A, Penfield, Pennsylvania 15849 (hereinafter referred to as "Defendant").

3. On or about July 10, 2003, Defendant executed a Promissory Note in favor of Plaintiff in the original principal amount of \$275,000.00, which Promissory Note was modified, in part, by that certain Change in Terms Agreement dated August 10, 2003 (together "Note"), said Note authorized the confession of judgment against the Defendant. A copy of said Note, which copy is a true and correct reproduction of the original, 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.

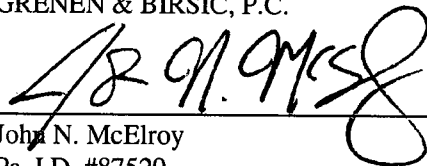
9. The itemization of the amount due, including interest and late charges as authorized by the Note, is as follows:

Principal	\$ 263,927.66
Interest to 2/02/06	\$ 6,909.77
Late and other charges to 2/02/06	<u>\$ 481.96</u>
<b>TOTAL</b>	<b>\$ 271,319.39</b>

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 \$271,319.39, with interest on the principal sum (\$263,927.66) from February 3, 2005 at the per diem rate of \$47.65, 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.

GRENN & BIRSIC, 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.	)	

**CONFESSION 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	\$ 263,927.66
Interest to 2/02/06	\$ 6,909.77
Late and other charges to 2/02/06	<u>\$ 481.96</u>
<b>TOTAL</b>	<b>\$ 271,319.39</b>

with interest on the principal sum (\$263,927.66) from February 3, 2006 at the per diem rate of \$47.65, 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

GRENN & BIRSIC, P.C.

By: 

John N. McElroy  
Attorneys for Defendant  
*Pro Hac Vice*

**EXHIBIT "A"**



## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$275,000.00	07-10-2003	07-10-2018	15036	CC	2000109138	336	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** 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

**Principal Amount:** \$275,000.00

**Interest Rate:** 6.500%

**Date of Note:** July 10, 2003

**PROMISE TO PAY.** SDJD Enterprises, Incorporated ("Borrower") promises to pay to S&T Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Seventy-five Thousand & 00/100 Dollars (\$275,000.00), together with interest at the rate of 6.500% per annum on the unpaid principal balance from July 10, 2003, until Change Date.

**PAYMENT.** Borrower will pay this loan in accordance with the following payment schedule:

The term of this Note shall be 180 months. The outstanding principal balance and the accrued and unpaid interest shall be repaid in 180 consecutive monthly payments of principal and interest, based on a 15 year amortization schedule. The first 60 payments of principal and interest shall be in the amount of \$2,410.36 and shall commence on August 10, 2003 and continue on the 10th day of each consecutive month thereafter, with the monthly principal and interest payment to be adjusted on July 10, 2008 and July 10, 2013 (hereinafter referred to as the "Change Dates") in accordance with any adjustment in the interest rate such that the loan will continue to amortize at the 15 year amortization schedule over the balance of the months remaining in the term, with all outstanding principal, accrued and unpaid interest and all other sums due and owing under the terms of this Note to be immediately due and payable in full, unless sooner paid, on July 10, 2018. Interest shall accrue during the 60 month period commencing from the date of this Note to and including July 9, 2008 at a fixed rate of 6.500% per annum and for each sixty (60) month period thereafter, commencing on each Change Date to and including the last day immediately preceding the next succeeding Change Date, at a fixed rate equal to the Index, as determined on each Change Date plus 3.000% per annum. The Index shall mean the daily average yield of the five (5) year Fixed-Rate Credit (adding the daily Fixed-Rate Credit yields and dividing by 5), as is published and released in the Federal Home Loan Bank of Pittsburgh Weekly Financial Summary on the Friday on which any of the Change Dates fall or if any of the Change Dates do not fall on a Friday by using the publication most recently published immediately prior to such Change Date. If for any reason, the Index is not available, the Index shall mean such other index as Lender shall choose from time to time, which index shall have as closely as possible a historical movement substantially similar to the original Index. Lender will inform Borrower of the new Index upon Borrower's request.

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. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT.** 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, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: S&T Bank, Loan Servicing Center, PO Box 469 Indiana, PA 15701.

**LATE CHARGE.** If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$20.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note 3.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor 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.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

**PROMISSORY NOTE  
(Continued)**

repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**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.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower 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, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by, construed and enforced in accordance with federal law and the laws of the Commonwealth of Pennsylvania. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Indiana County, Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**LINE OF CREDIT.** 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. 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.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

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

**CONFESSION OF JUDGMENT.** BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, 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 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.

**PROMISSORY NOTE  
(Continued)**

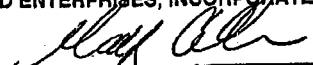
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.


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

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

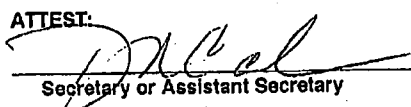
**BORROWER:**

**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
\$275,000.00	07-10-2003	07-10-2018	15036	CC	2000109138	336	
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 17<sup>th</sup> DAY OF July, 2003, A PROMISSORY NOTE FOR \$275,000.00 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.

CS 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)

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: [Signature] (Seal)  
Gary S. Carlson, President of SDJD Enterprises,  
Incorporated

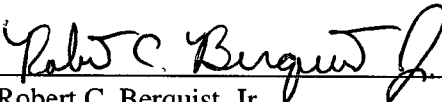
By: [Signature] (Seal)  
Debra H. Carlson, Secretary of SDJD Enterprises,  
Incorporated

ATTEST: [Signature]  
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.  
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.

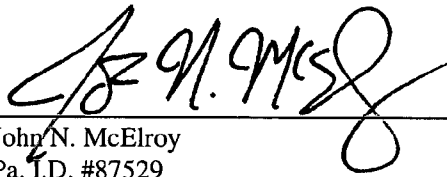
(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment are pending.

GRENN & 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,

Plaintiff,

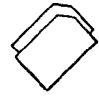
vs.

SDJD, Inc.,

Defendant.

) CIVIL DIVISION  
)  
)  
)  
)  
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)  
)  
)

NO.: 06-418-CD

  
COPY

**NOTICE OF ORDER, DECREE OR JUDGMENT**

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

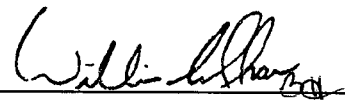
You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on March 20, 2006.


( ) A copy of the Order or Decree is enclosed

OR

(XX) The judgment is as follows: \$ 271,319.39

with interest on the principal sum (\$263,927.66) from February 3, 2006 at the per diem rate of \$47.65, and additional late charges, plus reasonable attorney's fees not to exceed 10% of the unpaid principal balance and accrued interest.

  
Deputy

 COPY

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

S & T Bank  
Plaintiff(s)

No.: 2006-00418-CD

Real Debt: \$271,319.39

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

SDJD, Inc.  
Defendant(s)

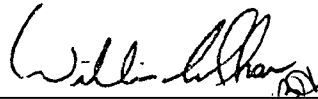
Entry: \$20.00

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,

Plaintiff,

vs.

SDJD, INC.,

Defendant.

) NO.: 2006-00418-CD

)

) ISSUE NO.:

)

) **TYPE OF PLEADING:**

)

) **Praeipie to Satisfy Judgment**

)

) FILED ON BEHALF OF PLAINTIFF:

) S&T Bank

)

)

) COUNSEL OF RECORD FOR THIS

) PARTY:

)

) John N. McElroy

) Pa. I.D. #87529

)

) GRENN & BIRSIC, P.C.

) One Gateway Center

) Ninth Floor

) Pittsburgh, PA 15222

) (412) 281-7650

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FILED pd \$7.00 Atty  
m/10:05am No CC, 1 cert  
JUL 28 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
of sat issued  
to Atty McElroy

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

S&T BANK,

NO.: 2006-00418-CD

Plaintiff,

vs.

SDJD, INC.,

Defendant.

**PRAECIPE TO SATISFY JUDGMENT**

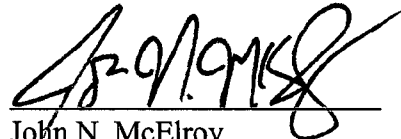
TO: PROTHONOTARY

SIR:

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

GRENNEN & BIRSIC, P.C.

BY:



John N. McElroy

Pa. I.D. #87529

Attorneys for Plaintiff

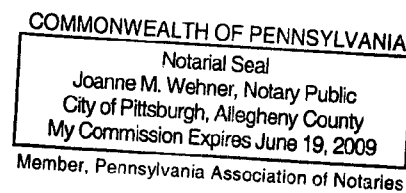
One Gateway Center - 9<sup>th</sup> Floor

Pittsburgh, PA 15222

(412) 281-7650

Sworn to and subscribed before me

this 24<sup>th</sup> day of July, 2008.

  
Notary Public

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

S & T Bank

No.: 2006-00418-CD

Vs.

Debt: \$271,319.39

SDJD, Inc.



Atty's Comm.:

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.

   
Prothonotary