

06-440-CD  
S&T Bank vs Gary Carlson et al

S&T Bank vs Gary Carlson et al  
2006-440-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

GARY S. CARLSON and  
DEBRA R. CARLSON,

Defendants.

CIVIL DIVISION

NO.: 2006-440-CD

ISSUE NO.:

TYPE OF PLEADING:

COMPLAINT IN BREACH OF  
CONTRACT

I HEREBY CERTIFY THAT THE ADDRESS OF  
THE PLAINTIFF IS:

43 South Ninth Street  
Indiana, PA 15701

AND THE DEFENDANTS 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

MAR 23 2006

WAS/12:40/W

William A. Shaw

Prothonotary/Clerk of Courts

2 CENT TO SHAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	NO.:
	)	
vs.	)	
	)	
GARY S. CARLSON and	)	
DEBRA R. CARLSON,	)	
	)	
Defendants.	)	

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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.

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P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	NO.:
	)	
vs.	)	
	)	
GARY S. CARLSON and	)	
DEBRA R. CARLSON,	)	
	)	
Defendants.	)	

**COMPLAINT IN BREACH OF CONTRACT**

S&T Bank, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Breach of Contract 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, PA 15701.
2. Gary S. Carlson and Debra R. Carlson are individuals residing within the Commonwealth of Pennsylvania whose last known address is RR1, Box 17A, Penfield, Pennsylvania 15849 (hereinafter referred to as "Defendants").
3. On or about July 10, 2003, Defendants made, executed and delivered a U.S. Small Business Administration Unconditional Limited Guarantee ("Guarantee"). A true and correct copy of said Guarantee is marked Exhibit "A," attached hereto and made a part hereof. Under said Guarantee, Defendants personally guaranteed payment of all obligations of SDJD, Inc. to S&T Bank.
4. SDJD, Inc. is presently indebted to S&T Bank pursuant to the terms and conditions of that certain Promissory Note dated July 10, 2003 in the original principal amount of \$140,000.00, which Promissory Note was modified, in part, by that certain Change in Terms Agreement dated

August 10, 2003 (collectively referred to as "Note"). A true and correct copy of said Note, which copy is a true and correct reproduction of the original Note is marked **Exhibit "B,"** attached hereto and made a part hereof.

5. Defendants are in default under the terms and conditions of the Guarantee for failure to pay when due the obligations of SDJD, Inc.

6. The Guarantee has not been released, transferred or assigned.

7. Any and all conditions precedent to payment to S&T Bank have been satisfied.

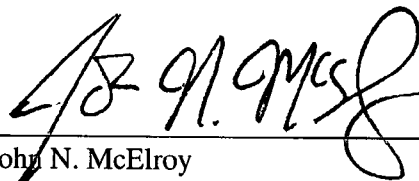
8. The amount due and owing to S&T Bank under the Note and Guarantee is as follows:

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

WHEREFORE, S&T Bank demands judgment against the Defendants in the amount of \$126,571.20, with interest on the principal sum (\$121,775.27), at the rate of \$29.60 per diem and additional late charges from February 3, 2006 plus attorney's fees together with costs and expenses of suit.

GRENNEN & 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.**

**EXHIBIT "A"**



## UNCONDITIONAL LIMITED GUARANTEE

SBA Loan #	LDP 646976 4005
SBA Loan Name	SDJD Enterprises, Incorporated
Guarantor	Gary S. Carlson and Debra R. Carlson
Borrower	SDJD Enterprises, Incorporated
Lender	S&T Bank
Date	July 10, 2003
Note Amount	\$140,000.00

## 1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note, as limited below. Guarantor must pay all amounts owing under this Guarantee when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

## 2. NOTE:

The "Note" is the promissory note dated July 10, 2003 in the principal amount of One Hundred Forty Thousand & 00/100 Dollars, from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

## 3. DEFINITIONS:

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

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.

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

## 4. PAYMENT LIMITATIONS: (Check only one box)

☒ **COLLATERAL/RECOURSE:** The guarantee is limited to the amount Lender obtains from the following Collateral pledged by Guarantor: RR 1 Box 17A, Penfield, Clearfield County, PA 15849.

☐ **PERCENTAGE:** The guarantee is limited to Guarantor's payment of \_\_\_\_\_% of all amounts owing under the Note at the time demand is first made on Guarantor, plus the same percentage of any accrued interest and other costs charged to the Note after demand, until Guarantor fully performs this Guarantee.

☐ **MAXIMUM LIABILITY:** The guarantee is limited to Guarantor's payment of \$\_\_\_\_\_.

☐ MAXIMUM LIABILITY: The guarantee is limited to Guarantor's payment of \$140,000.00.

5. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

- A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;
- B. Refrain from taking any action on the Note, the Collateral, or any guarantee;
- C. Release any Borrower or any guarantor of the Note;
- D. Compromise or settle with the Borrower or any guarantor of the Note;
- E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;
- F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;
- G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and
- H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

6. FEDERAL LAW:

When SBA is the holder, the Note and this Guarantee will be construed 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 Guarantee, Guarantor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

7. RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

- A. Guarantor waives all rights to:
  - 1) Require presentment, protest, or demand upon Borrower;
  - 2) Redeem any Collateral before or after Lender disposes of it;
  - 3) Have any disposition of Collateral advertised; and
  - 4) Require a valuation of Collateral before or after Lender disposes of it.
- B. Guarantor waives any notice of:
  - 1) Any default under the Note;
  - 2) Presentment, dishonor, protest, or demand;
  - 3) Execution of the Note;
  - 4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
  - 5) Any change in the financial condition or business operations of Borrower or any guarantor;
  - 6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
  - 7) The time or place of any sale or other disposition of Collateral.
- C. Guarantor waives defenses based upon any claim that:
  - 1) Lender failed to obtain any guarantee;
  - 2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
  - 3) Lender or others improperly valued or inspected the Collateral;
  - 4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;
  - 5) Lender impaired the Collateral;
  - 6) Lender did not dispose of any of the Collateral;
  - 7) Lender did not conduct a commercially reasonable sale;
  - 8) Lender did not obtain the fair market value of the Collateral;



**SBA GUARANTEE  
(Continued)**

Loan No: 15047

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- 9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
- 10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
- 11) Lender made errors or omissions in Loan Documents or administration of the Loan;
- 12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
- 13) Lender impaired Guarantor's suretyship rights;
- 14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
- 15) Borrower has avoided liability on the Note; or
- 16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

**8. DUTIES AS TO COLLATERAL:**

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

**9. SUCCESSORS AND ASSIGNS:**

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

**10. GENERAL PROVISIONS:**

- A. **ENFORCEMENT EXPENSES.** Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
- B. **SBA NOT A CO-GUARANTOR.** Guarantor's liability will continue even if SBA pays Lender. SBA is not a co-guarantor with Guarantor. Guarantor has no right of contribution from SBA.
- C. **SUBROGATION RIGHTS.** Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
- D. **JOINT AND SEVERAL LIABILITY.** All individuals and entities signing as Guarantor are jointly and severally liable.
- E. **DOCUMENT SIGNING.** Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- F. **FINANCIAL STATEMENTS.** Guarantor must give Lender financial statements as Lender requires.
- G. **LENDER'S RIGHTS CUMULATIVE, NOT WAIVED.** Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
- H. **ORAL STATEMENTS NOT BINDING.** Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.
- I. **SEVERABILITY.** If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.
- J. **CONSIDERATION.** The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

**11. STATE-SPECIFIC PROVISIONS:**

## 12. GUARANTOR ACKNOWLEDGEMENT OF TERMS:


Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

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

## GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

## GUARANTOR:

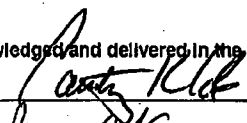
X   
Gary S. Carlson, Individually

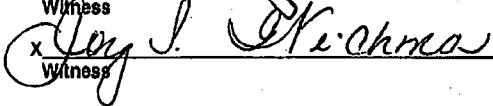
(Seal)

X   
Debra R. Carlson, Individually

(Seal)

Signed, acknowledged and delivered in the presence of:

X   
Witness

X   
Witness

**EXHIBIT "B"**



## 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; payments 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.

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 within 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)**

- 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:**


CONFESSION 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 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 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 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.

**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 )

**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 Breach of Contract are true and correct to his information and belief.

S&T Bank

By: Robert C. Berquist, Jr.  
Robert C. Berquist, Jr.  
Vice President



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101373  
NO: 06-440-CD  
SERVICE # 1 OF 2  
COMPLAINT IN BREACH OF CONTRACT

PLAINTIFF: S&T BANK

vs.

DEFENDANT: GARY S. CARLSON and DEBRA R. CARLSON

**SHERIFF RETURN**

NOW, April 07, 2006 AT 10:09 AM SERVED THE WITHIN COMPLAINT IN BREACH OF CONTRACT ON GARY S. CARLSON DEFENDANT AT MEETING PLACE: DUBOIS MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBRA CARLSON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN BREACH OF CONTRACT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED  
0/3:35 LM  
APR 28 2006

William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 101373  
NO: 06-440-CD  
SERVICE # 2 OF 2  
COMPLAINT IN BREACH OF CONTRACT

PLAINTIFF: S&T BANK

vs.

DEFENDANT: GARY S. CARLSON and DEBRA R. CARLSON

**SHERIFF RETURN**

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NOW, April 07, 2006 AT 10:07 AM SERVED THE WITHIN COMPLAINT IN BREACH OF CONTRACT ON DEBRA R. CARLSON DEFENDANT AT MEETING PLACE: DUBOIS MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBRA CARLSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN BREACH OF CONTRACT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101373  
NO: 06-440-CD  
SERVICES 2  
COMPLAINT IN BREACH OF CONTRACT

PLAINTIFF: S&T BANK  
vs.  
DEFENDANT: GARY S. CARLSON and DEBRA R. CARLSON

SHERIFF RETURN

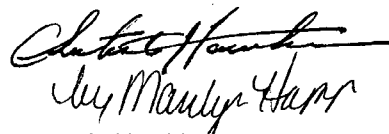
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GRENN	107757	20.00
SHERIFF HAWKINS	GRENN	107757	69.78

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff

CA

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

S & T BANK  
Plaintiff

vs.

GARY S. CARLSON and DEBRA CARLSON,  
Defendants


\* NO. 2006-440-CD  
\*  
\*  
\*  
\*  
\*

**ORDER**

NOW, this 15<sup>th</sup> day of April, 2013, following a review of the docket, due to the case's extended period of time in pending status; it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praeceptum with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,

  
FREDRICK J. AMMERMAN  
President Judge

FILED 6/3/17cm APR 17 2013 William A. Shaw Prothonotary/Clerk of Courts  
ICC Atty McElroy  
ICC debts @  
RR 1 Box 17A  
Pen file 1d 15849  
602

FILED

Gary Carlson  
Debra Carlson  
RR 1 Box 17A  
Penfield PA 16803

2444

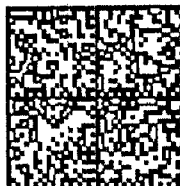
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK  
Plaintiff

vs.

GARY S. CARLSON and DEBRA CARLSON,  
Defendants

\*  
\*  
\*  
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\*


NO. 2006-440-CD

**ORDER**

NOW, this 15<sup>th</sup> day of April, 2013, following a review of the docket, due to the case's extended period of time in pending status; it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praecipe with the Prothonotary of Clearfield County to finalize that status of the case.


BY THE COURT,

  
FREDRICK J. AMMERMAN  
President Judge

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

APR 17 2013

Attest.

  
Prothonotary/  
Clerk of Courts

FILED

9:25 am  
MAY 10 2013

2CC AH  
J. McElroy  
ICC daff

William A. Shaw  
Prothonotary/Clerk of Courts

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

S&T BANK }  
VS } NO. 2006-440-CD  
GARY S. CARLSON AND DEBRA }  
CARLSON }

O R D E R

NOW, this 8th day of May, 2013, this being the date set for status conference in the above-captioned matter due to the case having been inactive for a period of over ten years with the Court noting that the complaint was filed March 23, 2006 and the defendant, Gary S. Carlson was served on or about April 7, 2006; the Court noting that no one has appeared for purposes of attending the status conference, it is the Order of this Court that the case will be dismissed in the event that no appropriate document is filed with the record within Thirty (30) Days from this date. The Court again notes that if there is no appropriate activity on the docket

within Thirty (30) Days, the Court will dismiss the case  
with prejudice.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Judge J. Cunningham", written over a horizontal line.

President Judge



DATE: 5-10-13

☐ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

MAY 10 2013

William A. Shaw  
Prothonotary/Clerk of Courts

defts

RR 1 Box 17A

Penfield 15849

William A. Shaw  
Prothonotary/Clerk of Courts  
Po Box 549  
Clearfield, PA 16830.

FILED

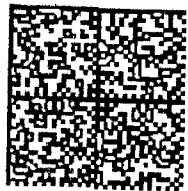
4 MAY 20 2013  
W.A. Shaw  
William A. Shaw  
Prothonotary/Clerk of Courts

5/14

Gary S Carlson  
Debra Carlson  
RR 1 Box 17A  
Penfield PA 16801

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WILLIAM A. SHAW  
PROTHONOTARY  
AND  
CLERK OF COURTS

JACKI KENDRICK  
DEPUTY PROTHONOTARY

OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS  
CLEARFIELD COUNTY



PO BOX 549  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-2641 Ext. 5013  
FAX (814) 765-2641

JOHN SUGHRUE  
SOLICITOR

LYNN MILLER  
ADMINISTRATIVE ASSISTANT

Letts  
RR 1 Box 17A  
Perfie 12/15849

To: All Concerned Parties

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 2136 Thank you.

William A. Shaw, Prothonotary

DATE: 5-10-13

       You are responsible for serving all appropriate parties.

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

       Plaintiff(s) X Plaintiff(s) Attorney        Other

X Defendant(s)        Defendant(s) Attorney       

Special Instructions

and these facts, the Court  
statement made in this case.

MAY 10 2013

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

*William B. Shaw*  
Prothonotary/  
Clerk of Courts

S&T BANK }  
VS } NO. 2006-440-CD  
GARY S. CARLSON AND DEBRA }  
CARLSON }

O R D E R

NOW, this 8th day of May, 2013, this being the date set for status conference in the above-captioned matter due to the case having been inactive for a period of over ten years with the Court noting that the complaint was filed March 23, 2006 and the defendant, Gary S. Carlson was served on or about April 7, 2006; the Court noting that no one has appeared for purposes of attending the status conference, it is the Order of this Court that the case will be dismissed in the event that no appropriate document is filed with the record within Thirty (30) Days from this date. The Court again notes that if there is no appropriate activity on the docket

within Thirty (30) Days, the Court will dismiss the case with prejudice.

BY THE COURT,

/S/ Fredric J Ammerman

---

President Judge

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

S & T BANK  
Plaintiff

vs.

GARY S. CARLSON and DEBRA CARLSON  
Defendants

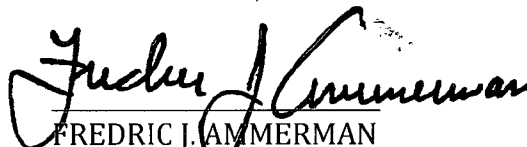
\* NO. 2006-440-CD  
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**ORDER**

AND NOW, this 24<sup>th</sup> day of June, 2013, the Court notes and ORDERS as follows:

1. A status conference was scheduled on May 8, 2013 and no representative appeared for either party.
2. The Court then entered an Order on May 8, 2013 giving the parties thirty (30) days in which to file an appropriate document in this case.
3. As of this date, there have been no documents filed in the case.
4. Therefore, it is the ORDER of this Court that the above-captioned case be and is hereby DISMISSED, with prejudice.
5. The Prothonotary is directed to code the case in Full Court as Z-OTHA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED ICC AHG me E Gray  
6/8/30 am  
5 JUN 25 2013 ICC docts  
William A. Shaw  
Prothonotary/Clerk of Courts  
66

William A. Shaw  
Prothonotary/Clerk of Courts  
Po Box 549  
Clearfield, PA 16830.

FILED (16)

JUL 08 2013  
M 18:47 / LG  
William A. Shaw  
Prothonotary/Clerk of Courts

7/8

Gary S & Debra Carlson  
RRF 1 Box 17A  
Penfield PA 15849



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1683000549

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

S & T BANK  
Plaintiff

vs.

GARY S. CARLSON and DEBRA CARLSON  
Defendants

RR1 Box 17A  
Penfield 15849


NO. 2006-440-CD

**ORDER**

AND NOW, this 24<sup>th</sup> day of June, 2013, the Court notes and ORDERS as follows:

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5. The Prothonotary is directed to code the case in Full Court as Z-OTHA.


BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JUN 25 2013

Attest.

  
Prothonotary/  
Clerk of Courts