

06-741-CD

First Comm Bank vs Tru-Die Tool Inc.

2006-741-CD

First Commonwealth vs Tru-Die and Tool

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

CIVIL DIVISION

No. 06-741-CD

vs.

TRU-DIE AND TOOL, INC.
OF DUBOIS,

Defendant.

COMPLAINT IN
CONFESSION OF JUDGMENT

Filed on Behalf of:
FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa I.D. #41825
Angela S. Abreu, Esquire
Pa. I.D. #90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

FILED
MAY 11 2006
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty

ACT 105 OF 2000 NOTICE

A JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT.

PURSUANT TO 42 PA. C.S.A. §2737.1, IF YOU WERE INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT IN CONFESSION OF JUDGMENT, YOU MAY BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY TAKE ACTION TO STRIKE THE JUDGMENT BY FOLLOWING THE PROCEDURE IN RULE 2959 WHICH IS AS FOLLOWS:

I. Pennsylvania Rule of Civil Procedure 2959 – Striking Off Judgment.

(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 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 Pennsylvania Rule of Civil Procedure 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 (see text of Rule 440 reprinted below).

(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 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 is pending.

Rule 440. Service of Legal Papers other than Original Process

(a) (1) Copies of all legal papers other than original process filed in an action or served upon any party to an action shall be served upon every other party to the action. Service shall be made

(i) by handing or mailing a copy to or leaving a copy for each party at the address of the party's attorney of record endorsed on an appearance or prior pleading of the party, or at such other address as a party may agree, or

Note: Such other address as a party may agree might include a mailbox in the prothonotary's office or an e-mail address. For electronic service by means other than facsimile transmission, see Rule 205.4(g).

(ii) by transmitting a copy by facsimile to the party's attorney of record as provided by subdivision (d).

(2) (i) If there is no attorney of record, service shall be made by handing a copy to the party or by mailing a copy to or leaving a copy for the party at the address endorsed on an appearance or prior pleading or the residence or place of business of the party, or by transmitting a copy by facsimile as provided by subdivision (d).

(ii) If such service cannot be made, service shall be made by leaving a copy at or mailing a copy to the last known address of the party to be served.

Note: This rule applies to the service upon a party of all legal papers other than original process and includes, but is not limited to, all other pleadings as well as motions, petitions, answers thereto, rules, notices, interrogatories and answers thereto. Original process is served under Rule 400 et seq.

(b) Service by mail of legal papers other than original process is complete upon mailing.

(c) If service of legal papers other than original process is to be made by the sheriff, he shall notify by ordinary mail the party requesting service to be made that service has or has not been made upon a named party or person.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
)
Plaintiff,) No. _____
)
vs.)
)
TRU-DIE AND TOOL, INC.)
OF DUBOIS,)
)
Defendant.)

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank, by and through its counsel, Tucker Arensberg, P.C., avers as follows:

1. Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendant, Tru-Die and Tool, Inc. of DuBois ("Borrower"), is a corporation with a business address of 317 Aspen Way, DuBois, Pennsylvania 15801.
3. On or about October 15, 2001, Borrower executed and delivered to the Plaintiff a Promissory Note in the original principal amount of \$100,000.00 (the "Note"). A true and correct copy of the Note is attached hereto, incorporated herein, and labeled as Exhibit "A".
4. The Note contains a warrant of attorney whereby Borrower authorized the Bank to act as its lawful agent and attorney-in-fact for the purpose of entering judgment against Borrower and in favor of Bank, without notice or demand.

5. Borrower is in default under the Note for failure to make payment when due.

6. To date the Borrower has failed or refused to make payment of the balance due to the Plaintiff.

7. The Note authorizes the confession of judgment and attorneys fees of ten percent (10%) upon failure to pay upon demand of Bank.

8. Plaintiff made demand for payment on April 20, 2006 ("Demand Letter"), and no payment has been received to date. A true and correct copy of the Demand Letter is attached hereto, incorporated herein and labeled as Exhibit "B".

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

10. The Note has not been assigned.

11. JUDGMENT IS NOT BEING ENTERED BY CONFESSION AGAINST A NATURAL PERSON IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION.

12. As of April 19, 2006, the amount due from Borrower to Plaintiff pursuant to the Note is Ninety-Nine Thousand Two Hundred Fifty and 89/100 Dollars (\$99,250.89), plus costs of suit and interest, computed as follows:

Principal Debt	\$ 85,000.00
Accrued Interest thru April 19, 2006	4,088.95
(accruing daily in the amount of \$21.840274)	
Late Charges:	1,253.04
Attorney's fees of 10%	<u>8,908.90</u>
Total:	\$ 99,250.89

Plus interest accruing after April 19, 2006 at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant, Tru-Die and Tool, Inc. of DuBois, on the Note in the amount of Ninety-Nine Thousand Two Hundred Fifty and 89/100 Dollars (\$99,250.89), plus interest thereon at the contract rate after April 19, 2006, plus costs and expenses of suit and such other relief as this court deems appropriate.

Respectfully submitted,
TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Counsel for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Date: May __, 2006

273118.1:BF
11555-126786

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

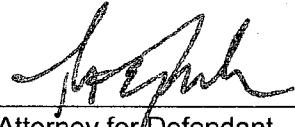
FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
)
Plaintiff,) No. _____
)
vs.)
)
TRU-DIE AND TOOL, INC.)
OF DUBOIS,)
)
Defendant.)

CONFESION OF JUDGMENT

Pursuant to the authority contained in the Warrants of Attorney within the Note, a copy of which is attached to the Complaint as Exhibit "A", I hereby appear for the Defendant and confess judgment in favor of the Plaintiff and against Defendant as follows:

Principal Debt	\$ 85,000.00
Accrued Interest thru April 19, 2006	4,088.95
(accruing daily in the amount of \$21.840274)	
Late Charges:	1,253.04
Attorney's fees of 10%	<u>8,908.90</u>
Total:	\$ 99,250.89

Plus interest accruing after April 19, 2006 at the contract rate and costs and expenses of suit.



Attorney for Defendant
pro hac vice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
)
Plaintiff,) No. _____
)
vs.)
)
TRU-DIE AND TOOL, INC.)
OF DUBOIS,)
)
Defendant.)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of Plaintiff is:

First Commonwealth Bank, f/k/a Deposit Bank
654 Philadelphia Street
P.O. Box 400
Indiana, Pennsylvania 15701-0400

and the last known address of the Defendant is:

Tru-Die and Tool, Inc. of DuBois
317 Aspen Way
DuBois, Pennsylvania 15801

TUCKER ARENSBERG, P.C.

By:



Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
Attorney for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll.	Account	Officer	Initials
\$100,000.00	10-15-2001		11566		2010111	LJK	

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: TRU-DIE AND TOOL INC. OF DUBOIS (TIN: 25-1856429)
317 ASPEN WAY
DUBOIS, PA 15801

Lender: Deposit Bank, a division of First Commonwealth Bank
DuBois Office
2 East Long Avenue
PO Box 607A
Dubois, PA 15801
(814) 371-2345

Principal Amount: \$100,000.00

Date of Note: October 15, 2001

PROMISE TO PAY. TRU-DIE AND TOOL INC. OF DUBOIS ("Borrower") promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan immediately upon Lender's demand. Payment in full is due immediately upon Lender's demand. Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 1, 2001, with all subsequent interest payments to be due on the same day of each month after that. 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. 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.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the highest prime rate quoted in the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.500 percentage points over the Index. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, 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 of accrued unpaid interest. Rather, early payments will reduce the principal balance due. 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: Deposit Bank, a division of First Commonwealth Bank; DuBois Office; 2 East Long Avenue; PO Box 607A; Dubois, PA 15801.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 6.500 percentage points over the Index. 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 interest rate applicable to this Note at the time judgment is entered.

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.

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, 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. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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.

EXPENSES. If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudicate reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted 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.

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, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

EXHIBIT

EXHIBIT A

PROMISSORY NOTE
(Continued)

Loan No: 11566

Page 2

COLLATERAL. Borrower acknowledges this Note is secured by MORTGAGE OF EVEN DATE HEREWITH ON REAL ESTATE DESCRIBED IN ELK COUNTY DEED BOOK VOLUME 0403, PAGE 0644 AND COMMERCIAL GUARANTY OF DAVID J AND SYLVIA AIELLO.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following persons currently are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of their authority: **FRANCIS E GOLDBACK**, President of **TRU-DIE AND TOOL INC. OF DUBOIS**; and **DAVID J AIELLO, CHAIRMAN**. 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.

LIMITATION OF ACTION. If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

LATE CHARGE. A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

OTHER PROVISIONS. Lender will have no obligation to advance funds under this note if in Lender's sole judgement, further advance does not seem advisable.

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. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. 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 and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, 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); 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.

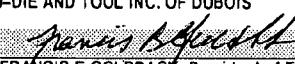
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

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:

TRU-DIE AND TOOL INC. OF DUBOIS

By:  (Seal)
FRANCIS E GOLDBACK, President of TRU-DIE AND
TOOL INC. OF DUBOIS

April 20, 2005

VIA CERTIFIED MAIL, RETURN RECEIPT
REQUESTED AND FIRST CLASS MAIL

Tru-Die and Tool, Inc. of DuBois
317 Aspen Way
DuBois, PA 15801

Re: Notice of Default and Demand for Payment

Gentlemen:

Reference is made to that certain note which you executed and delivered to First Commonwealth Bank, formerly Deposit Bank (collectively the "**Obligation**").

The Obligation provides that it shall be a "Default" if there is a failure to make payment when due.

The Obligation provides that First Commonwealth Bank (the "**Bank**"), as a remedy available upon default, may accelerate the outstanding amounts due and demand payment of all outstanding principal, accrued interest, and costs permitted in the Note.

You have failed to make payments as required under the terms of the Obligation and this constitutes an Event of Default.

The Bank hereby declares the entire balance of the Obligation to be immediately due and owing and makes demand for immediate payment. Additional interest and late charges shall continue to accrue.

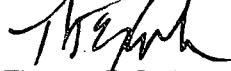
Payment of all amounts set forth above should be made by cashier's check to the undersigned at the address provided on this correspondence. Failure to receive full payment by April 28, 2006 shall result in a recommendation that my client proceed with those remedies available under the terms of the documents and at law. For payoff information, please contact Dennis A. Baldwin at (724) 463-2567.

The Bank reserves all rights and remedies that it has or may have under the Notes, any other loan documents executed in connection with the Notes, any other loan documents executed by the Borrower, any third party obligor, any pledgor, or any guarantor, and/or at law, in equity or otherwise.

Your immediate attention to this matter is recommended.

Very truly yours,

TUCKER ARENSBERG, P.C.



Thomas E. Reiber

EXHIBIT

B

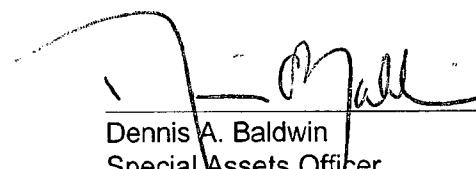
:djp

pc: Mr. Dennis A. Baldwin

273145.1.BF/#11555-126786

VERIFICATION

I, Dennis A. Baldwin, Special Assets Officer of First Commonwealth Bank, hereby certify that the averments of fact contained in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that I am authorized to make this declaration on behalf of the Plaintiff, and that it is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.



Dennis A. Baldwin
Special Assets Officer
First Commonwealth Bank

273118.1:BF
11155-126786

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

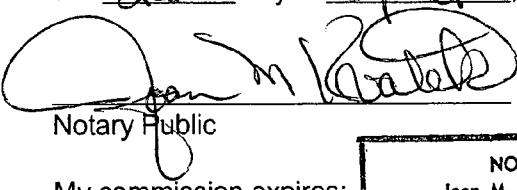
FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
)
Plaintiff,) No. _____
)
vs.)
)
TRU-DIE AND TOOL, INC.)
OF DUBOIS,)
)
Defendant.)

AFFIDAVIT

I hereby certify that the facts set forth in the foregoing Complaint in Confession of Judgment are true and correct to the best of my knowledge, information and belief; that the Exhibits attached to the Complaint in Confession of Judgment are true and correct copies of the originals; that the Defendant is in default under the Note; that the underlying transaction giving rise to this action is commercial in nature and is not a consumer credit transaction against a natural person; and that I am authorized to make this Affidavit.


Dennis A. Baldwin
Special Assets Officer
First Commonwealth Bank

Sworn to and subscribed before me
this 25th day of April, 2006.


Notary Public

My commission expires:

NOTARIAL SEAL
Joan M. Kvatek, Notary Public
Indiana Boro, Indiana County, PA
My Commission Expires June 2, 2007

273118.1:BF/#11555-126786

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
f/k/a DEPOSIT BANK,)
Plaintiff,) No. de-741-CD
vs.)
TRU-DIE AND TOOL, INC.)
OF DUBOIS,)
Defendant.)

CC-1

NOTICE OF ENTRY OF JUDGMENT

To: Tru-Die and Tool, Inc. of DuBois
317 Aspen Way
DuBois, PA 15801

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on May 11, 2006.

The amount of the judgment is **\$99,250.89**, plus interest accruing at the contract rate and
costs and expenses of suit.

A copy of the complaint is enclosed.



Prothonotary, Clearfield County

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

First Commonwealth Bank
Plaintiff(s)

No.: 2006-00741-CD

Real Debt: \$99,250.89

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tru-Die and Tool, Inc. of DuBois
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: May 11, 2006

Expires: May 11, 2011

Certified from the record this 11th day of May, 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

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

CIVIL DIVISION

No. 06-741-CD

vs.

TRU-DIE AND TOOL, INC.
OF DUBOIS,

Defendant.

CERTIFICATE OF SERVICE
UNDER RULE 2958.1

Filed on Behalf of FIRST
COMMONWEALTH BANK,
f/k/a DEPOSIT BANK, Plaintiff

Counsel of Record for This Party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm No. 287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

FILED NO CC
M 10:55 AM
JUN 02 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	
Plaintiff,)	No. 06-741-CD
)	
vs.)	
)	
TRU-DIE AND TOOL, INC.)	
OF DUBOIS,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE UNDER RULE 2958.1

The undersigned hereby certifies that service of the Notice Under Rule 2958.1 of Judgment and Execution thereon was served upon the Defendant by certified mail return receipt requested on May 24, 2006, and received by Defendant on May 26, 2006. A true and correct copy of the certified mail receipt is attached hereto as Exhibit "A".

A true and correct copy of the Notice Under 2958.1 is attached hereto.

TUCKER ARENSBERG, P.C.

By:



Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

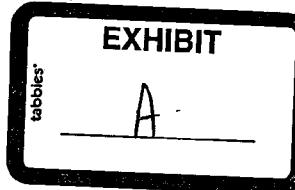
258

U.S. Postal Service™ PARANAY CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
8109	Postage
8124	Certified Fee
0001	Return Receipt Fee (Endorsement Required)
0110	Restricted Delivery Fee (Endorsement Required)
7005	Total Postage & Fees
3110	\$ 164
Postmark Here	
2004 06 24	
U.S. POSTAL SERVICE	
PARANAY	
RS Form 3800, June 2002	
See Reverse for Instructions	

*Judie & Joeline of DuBois
317 Aspen Way
DuBois PA 15801*

Paranay

SENDER: COMPLETE THIS SECTION	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	
1. Article Addressed to: <i>Judie & Joeline of DuBois 317 Aspen Way DuBois PA 15801</i>	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature <i>Sylvia Aiello</i>	
B. Received by (Printed Name) <i>Sylvia Aiello</i> C. Date of Delivery <i>5-26-06</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7005 3110 0001 0624 8109	
PS Form 3811, February 2004 2958 Domestic Return Receipt 11555-126786 102595-02-M-1540	



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	
Plaintiff,)	No. 06-741-CD
)	
vs.)	
)	
TRU-DIE AND TOOL, INC.)	
OF DUBOIS,)	
)	
Defendant.)	

**Notice Under Rule 2958.1
of Judgment and Execution Thereon**

NOTICE OF DEFENDANT'S RIGHTS

To: Tru-Die and Tool, Inc. of DuBois
317 Aspen Way
DuBois, PA 15801

A judgment in the amount of **\$99,250.89** has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

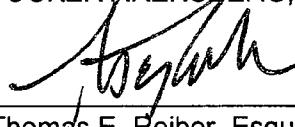
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone: (814) 765-2641 (ext. 5982)

TUCKER ARENSBERG, P.C.



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Pa. I.D. No. 41825
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Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff