

**Northwest Savings vs Eric Porter
2006-1034-CD**

**06-1034-CD
Northwest Savings vs Eric J. Porter**

Defendant

(814) 459-2800

FILED
MAY 23 2008
JUN 29 2008
100-2-Notice
to Def.
Statement to
Att'y

NORTHWEST SAVINGS BANK,)	IN THE COURT OF COMMON PLEAS OF
)	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)	
)	CIVIL ACTION-LAW
vs.)	
)	NO.
ERIC J. PORTER,)	
)	
Defendant)	

COMPLAINT IN CONFESSION OF JUDGMENT

AND NOW, this ____ day of June, 2006, the plaintiff, Northwest Savings Bank ("Plaintiff"), by and through its attorneys, Knox McLaughlin Gornall & Sennett, P.C., with this Complaint in Confession of Judgment against the Defendant, Eric J. Porter, stating as follows:

1. Plaintiff is a Pennsylvania State chartered bank with a principle place of business at 100 Liberty Street, Drawer 128, Warren, Pennsylvania 16365.
2. Defendant, Eric J. Porter, is an adult individual maintaining an address of 705 Good St., Houtzdale, Pennsylvania, 16651.
3. A true and correct copy of a Continuing Guaranty dated August 27, 2004 ("Guaranty") is attached hereto and is incorporated herein by reference as Exhibit "A." Under the terms of the Guaranty, Eric J. Porter (the "Defendant") guaranteed payment in full of all amounts due plaintiff under a loan by and between plaintiff and TQA Fabrications, Inc. as evidenced by a Time Note dated August 27, 2004 in the original principal amount of \$15,000. A true and correct copy of the Time Note as modified is attached hereto as Exhibit B and is incorporated herein by reference.
4. The Guaranty has not been assigned.

5. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

6. Judgment has not previously been entered on the Guaranty in any jurisdiction.

7 A default has occurred under the terms of the Guaranty and the Note as a result of a failure to make payments when due and the Note reaching maturity.

8. An itemization of the amount due to the Plaintiff from the Defendant under the aforementioned instruments is as follows:

Principal	\$13,847.92
Interest as of June 7, 2006	246.27
Late fees	1,460.41
Costs	to be added
Attorney's commission (15%)	<u>2,333.19</u>
TOTAL	\$17,887.79


Attorney's fees, costs, charges, and interest at the rate provided by the Note continues to accrue until paid in full.

WHEREFORE, plaintiff, as authorized by the warrant of attorney contained in the attached Guaranty, demands judgment against the Defendant in the amount of \$17,887.79 plus interest at the Note rate of interest until paid in full, plus late charges, attorneys' fees and costs of suit and for such other relief as is necessary and just.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for Northwest Savings Bank

BY:



Mark G. Claypool
Pa. I.D. No. 63199
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

CONTINUING GUARANTY

THIS CONTINUING GUARANTY is made on this day, 08/27/2004 by the persons or entities whose names and signatures appear below (collectively, "Guarantors") to NORTHWEST SAVINGS BANK, ("Bank").

WITNESSETH:

WHEREAS,

TQA Fabrications, Inc.

("Borrower"), is, on this date, borrowing money from Bank and may from time to time hereafter desire to borrow additional moneys from Bank, such current and future borrowings to be evidenced by notes and related documents to be executed and delivered by Borrower to Bank (collectively, the "Obligations"); and

WHEREAS, Bank, as a condition of extending credit to Borrower as represented by the Obligations, requires that the Guarantors obligate themselves unconditionally for the payment and satisfaction of the Obligations; and

WHEREAS, to induce Bank to extend credit to Borrower as represented by the Obligations, Guarantors are willing to guarantee the Obligations; and

WHEREAS, it is in the interests of Guarantors that credit as represented by the Obligations be extended to Borrower.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, Guarantors agree as follows:

ARTICLE I REPRESENTATIONS AND WARRANTIES

Guarantors represent and warrant that:

Section 1.01. Binding Effect. This Guaranty constitutes the valid and binding obligation of each of the Guarantors.

Section 1.02. Financial Condition. Guarantors acknowledge that they are fully cognizant of Borrower's financial condition, that Borrower is in sound financial condition and is able to perform in accordance with the terms and conditions of the Obligations, that they have access to such information as will enable them to remain informed of such financial condition and that they will not rely on Bank to provide them with any such information.

ARTICLE II GUARANTY AND SURETYSHIP

Section 2.01. The Guaranty and Suretyship. Guarantors hereby unconditionally guarantee and become surety to Bank and its successors and assigns for the full and punctual payment when due (whether at stated maturity, upon acceleration, or otherwise) of the Obligations and all other amounts payable by Borrower pursuant thereto, including all costs, expenses and reasonable attorney's fees at any time paid or incurred by

Bank in making, maintaining or administering the credit as represented by the Obligations, in endeavoring to collect any of the Obligations and in enforcing any guaranties thereof. Upon failure by Borrower to pay punctually any such amount, Guarantors shall forthwith on demand pay the amount not so paid at the place and in the manner specified in the Obligations without previous suit, judgment or execution against Borrower.

Section 2.02. Guaranty Joint and Several. Guarantors acknowledge and agree that the obligation created by this Guaranty shall be joint and several as between themselves and also with any other guaranties executed this date and any additional guaranties hereafter executed.

Section 2.03. Guaranty Unconditional. The Obligations of Guarantors under this Guaranty shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

- (i) Any extension, renewal, settlement, compromise, waiver or release in respect of Borrower or any other guarantor;
- (ii) Any modification or amendment of or supplement to the Obligations;
- (iii) Any release, non-perfection or invalidity of any direct or indirect security for any of the Obligations;
- (iv) Any change in the existence, structure or ownership of Borrower, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Borrower or its assets;
- (v) The existence of any claim, set-off or other rights that Guarantors may have at any time against Borrower, the Bank, or any other person, whether in connection herewith or any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;
- (vi) Any invalidity or unenforceability for any reason of any of the Obligations, or any provision of applicable law or regulation purporting to prohibit the payment by Borrower of any of the Obligations;
- (vii) Any other act or omission to act or delay of any kind by Borrower, Bank or any other person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of Borrower with respect to any of the Obligations.

Section 2.04. Discharge Only Upon Payment in Full; Reinstatement in Certain Circumstances. This is a continuing guaranty by Guarantors and may not be withdrawn or revoked under any circumstances. Guarantors' Obligations hereunder shall remain in full force and effect until the Obligations shall have been paid in full. If at any time any payment of the Obligations is rescinded or must be otherwise restored upon the insolvency, bankruptcy or reorganization of Borrower or otherwise. Guarantors' Obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

Section 2.05. Waiver by Guarantors. Guarantors irrevocably waive acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action can be taken by any corporation or person against Borrower, any other Guarantor or other corporation or person.

Section 2.06. Subrogation. Upon making any payment with respect to Borrower hereunder, Guarantors shall be subrogated to the rights of the payee against Borrower with respect to such payment; provided that Guarantors shall not enforce any payment by way of subrogation until all of the Obligations have been paid in full.

Section 2.07. Stay of Acceleration. If acceleration of the time for payment of any amount payable by Borrower pursuant to the Obligations is stayed upon the insolvency, bankruptcy or reorganization of Borrower, all such amount otherwise subject to acceleration under the terms of the Obligations shall nonetheless be payable by Guarantors hereunder forthwith on demand by the Bank pursuant to the Obligations.

Section 2.08. Extensions, Refinancings and Releases. Guarantors hereby assent that Bank may at any time and from time to time, either before or after the maturity thereof, without further notice to or further consent of Guarantors, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Obligations, and may also make any agreement with Borrower or with any other party or person liable on any of the Obligations, or interested therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Bank and Borrower or any such other party or person, without in any way impairing or affecting this Guaranty. This Guaranty shall in no way be impaired or affected by an acceptance by Bank of any security for the Obligations or by any disposition of, or failure, neglect, or omission on the part of Bank to realize upon, any of the Obligations or upon any collateral or security, including failure to perfect any security interest in any collateral or security or any other impairment of collateral of whatever kind, for any or all of the Obligations, or by any application of payments or credits thereon. Bank shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Obligations, or any part of them. In order to hold Guarantors liable hereunder, there shall be no necessity or duty on the part of Bank to resort at any time for payment to Borrower, or to any other person or corporation, or to all or any of the Obligations, or to any collateral, or security or property whatsoever.

Section 2.09. Setoff. All accounts, deposits and property of the Guarantors with or in the hands of Bank shall be pledged as collateral security for the Obligations, and Bank shall have the same right of setoff with respect to deposits and other credits of the Guarantors as it has with respect to deposits and other credits of Borrower.

ARTICLE III MISCELLANEOUS

Section 3.01. No Waivers. No failure or delay by Bank or its successors or assigns in exercising any right, power or privilege hereunder or under the Obligations shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 3.02. Successors and Assigns. The provisions of this Guaranty shall be binding upon the respective heirs, executors, administrators, successors and assigns of Guarantors.

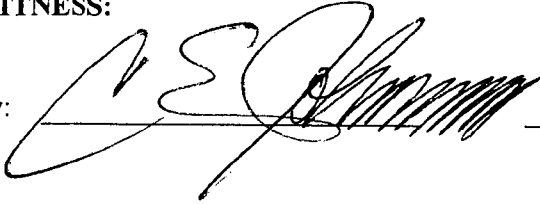
Section 3.03. Pennsylvania Law. This Guaranty shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

Section 3.04. Confession of Judgment. Guarantors do hereby authorize and empower any attorney of record of Pennsylvania, or elsewhere, to appear for and to enter judgment against any or all of them to the full extent of all amounts due or as may become due from Guarantors hereunder and in favor of Bank, with or without declaration, with costs of suit, release of errors, without stay of execution and with fifteen (15%) percent of the principal amount of the Obligations or Three Hundred Fifty Dollars (\$350.00), whichever is greater, added for attorney's fees; and with respect to any judgment entered hereon, Guarantors waive, in regard to any real or personal property levied upon, any right of appraisal, exemption or stay of execution under any law now in force or hereafter enacted, the right of appeal, and do release all errors. No single exercise of the power to confess judgment shall be deemed to exhaust the power and whether or not any such exercise shall be held by any court valid, voidable or void, the power shall continue undiminished and it may be exercised from time to time as often as Bank shall elect until such time as the Obligations shall be paid in full.

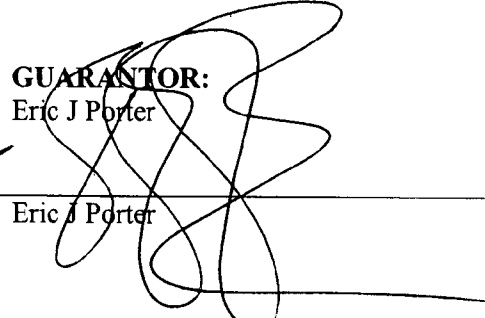
IN WITNESS WHEREOF, the undersigned have executed this Guaranty as of the day and year first above written.

WITNESS:

By:

A handwritten signature in black ink, appearing to be 'C. J. Porter', written over a horizontal line.

GUARANTOR:
Eric J Porter

A large, stylized handwritten signature in black ink, appearing to be 'Eric J. Porter', written over a horizontal line.
Eric J Porter

TIME NOTE

(Fixed Rate)

\$15,000.00

08/27/2004

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND
HEREBY, the Undersigned,

TQA Fabrications, Inc.

("Borrower") a(n) _____ Corporation _____ organized and existing under the laws of the State of _____ PA hereby promises to pay to the order of NORTHWEST SAVINGS BANK ("Lender"), or its assigns, in lawful money of the United States of America at its office in _____ Clearfield, PA 16830 the sum of \$15,000.00 plus interest thereon accruing from the date hereof to be payable as follows:

- (i) Interest shall accrue daily on the unpaid principal balance at a fixed rate equal to 5.750% per annum.
- (ii) The entire outstanding balance of principal shall be payable on September 07, 2004 together with accrued interest then outstanding, the Maturity Date.
- (iii) The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

Borrower shall pay to Lender a late charge of five (5%) percent of any monthly payment not received by the Lender within fifteen (15) days after the payment is due.

This Note is secured by a:

- ☒ Security Agreement of even date herewith, granting a lien on the personal property described therein.
- ☐ Mortgage of even date herewith, granting a lien on the real estate described therein.
- ☐ Unsecured.

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

Borrower hereby authorizes and empowers any attorney of any court of record of Pennsylvania or elsewhere to appear for it and to confess judgment against it, and in favor of the Lender, as of any term, with or without declaration filed, for the entire amount of the Note then remaining unpaid, all arrearages of interest thereon, and any other amounts due the Lender pursuant to the terms hereof, with costs of suit and with an attorney's commission for collection of fifteen (15%) percent of the principal amount hereof, or Three Hundred Fifty Dollars (\$350.00), whichever is the larger amount, and with respect to any judgment entered hereon, Borrower waives, in regard to any real or personal property levied upon, any right of appraisal, exemption or stay of execution under any law now in force or hereafter enacted, the right of appeal, and does release all errors. No single exercise of the power to confess judgment shall be deemed to exhaust the power and whether or not any such exercise shall be held by any court valid, voidable or void, the power shall continue undiminished and it may be exercised from time to time as often as Lender shall elect until such time as any holder hereof shall receive payment in full of the principal sum together with interest and costs.

Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under any and all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws.

(f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired. (i) Lender in good faith deems itself insecure.

WITNESS:

By: 

Loan number 1555016425

BORROWER

TQA Fabrications, Inc.

By: 

Eric J Porter, President

TIME NOTE MODIFICATION AGREEMENT

WHEREAS,

TQA Fabrications, Inc.

executed a certain Commercial Time Note in favor of NORTHWEST SAVINGS BANK
dated August 27, 2004 in the amount of \$15,000.00 and

WHEREAS said Note has a maturity date of September 7, 2004

NOW, THEREFORE, it is understood and agreed that in consideration of a fee
of \$0.00, the Time Note having a present principal balance of \$14,961.67
together with any accrued interest currently outstanding, is hereby amended effective
October 27, 2004 as follows:

- (i) The remaining term of the Loan shall be 11 Days with a final maturity
date of November 7, 2004
- (ii) The interest rate of the Loan for the remaining term shall be a fixed rate of 5.75%
- (iii) The entire outstanding balance of principal shall be due and payable on
November 7, 2004 the maturity date, together with accrued interest then
outstanding, if not sooner paid.

All other terms and conditions not specifically amended hereby are to remain in
full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this ____ day
of _____, _____, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

Loan number 1555016425

BORROWER:

TQA Fabrications, Inc

By: 

Eric J. Porter, President

TIME NOTE MODIFICATION AGREEMENT

WHEREAS,

TQA Fabrication, Inc

executed a certain Commercial Time Note in favor of NORTHWEST SAVINGS BANK dated August 27, 2004 in the amount of \$15,000.00 and

WHEREAS said Note has a maturity date of November 7, 2004 with existing payments of Interest Only per month;

NOW, THEREFORE, it is understood and agreed that in consideration of a fee of \$0.00, the Time Note having a present principal balance of \$14,961.67 together with any accrued interest currently outstanding, is hereby amended effective January 3, 2005 as follows:

- (i) The remaining term of the Loan shall be 35 Days with a final maturity date of February 7, 2005
- (ii) The interest rate of the Loan for the remaining term shall be a fixed rate of 5.75%
- (iii) Interest only payments shall be required on a monthly basis commencing on January 7, 2005 and continue on a monthly basis on the same day of each month thereafter until February 7, 2005 when the entire balance of principal shall be due and payable, together with accrued interest then outstanding, if not sooner paid.

All other terms and conditions not specifically amended hereby are to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this ___ day of _____, _____, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

Loan number 155501425

BORROWER:

TQA Fabrications, Inc.

By: 

Eric J Porter, President

TIME NOTE MODIFICATION AGREEMENT

WHEREAS,

TQA Fabrications, Inc

executed a certain Commercial Time Note in favor of NORTHWEST SAVINGS BANK dated August 27, 2004 in the amount of \$15,000.00 and

WHEREAS said Note has a maturity date of February 7, 2005 with existing payments of Interest Only per month;

NOW, THEREFORE, it is understood and agreed that in consideration of a fee of \$0.00, the Time Note having a present principal balance of \$14,887.59 together with any accrued interest currently outstanding, is hereby amended effective March 28, 2005 as follows:

- (i) The remaining term of the Loan shall be 1 months with a final maturity date of April 7, 2005, when the entire balance of principal shall be due and payable, together with accrued interest then outstanding, if not sooner paid.

All other terms and conditions not specifically amended hereby are to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this 29 day of March, 05, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

BORROWER:

TQA Fabrications, Inc.

By: 

Eric J Porter, President

Loan number 1555016425

TIME NOTE MODIFICATION AGREEMENT

WHEREAS,

TQA Fabrications, Inc.

executed a certain Commercial Time Note in favor of NORTHWEST SAVINGS BANK dated August 27, 2004 in the amount of \$15,000.00 and

WHEREAS said Note has a maturity date of April 7, 2005 with existing payments of Interest only per month;

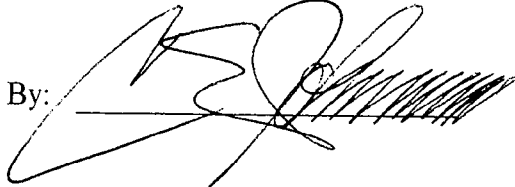
NOW, THEREFORE, it is understood and agreed that in consideration of a fee of \$0.00, the Time Note having a present principal balance of \$14,028.46 together with any accrued interest currently outstanding, is hereby amended effective July 15, 2005 as follows:

- (i) The remaining term of the Loan shall be Two months with a final maturity date of September 15, 2005
- (ii) Interest only payments shall be required on a monthly basis commencing on August 15, 2005 and continue on a monthly basis on the same day of each month thereafter until September 15, 2005 when the entire balance of principal shall be due and payable, together with accrued interest then outstanding, if not sooner paid.

All other terms and conditions not specifically amended hereby are to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this 22 day of July, 05, intending to be mutually bound hereby.

NORTHWEST SAVINGS BANK

By: 

Loan number 1555016425

BORROWER:
TQA Fabrications, Inc.

By: 
Eric J. Porter, President

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

ERIC J. PORTER,

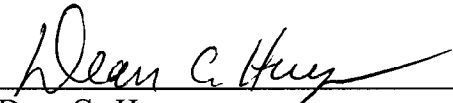
Defendant

) IN THE COURT OF COMMON PLEAS OF
) CLEARFIELD COUNTY, PENNSYLVANIA
)
) CIVIL ACTION-LAW
)
) NO.
)
)
)

AFFIDAVIT

Dean C. Huya, being duly sworn, states as follows:

1. I am a Vice President of Credit Review of the Plaintiff, Northwest Savings Bank.
2. I have had the opportunity to review the original instrument referenced in the instant complaint in judgment and I verify that Exhibit A is a true and correct copy of the original to the best of my knowledge, information and belief.



Dean C. Huya

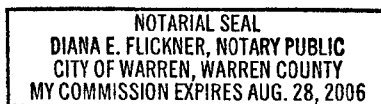
SWORN TO AND SUBSCRIBED BEFORE ME
THIS 8th DAY OF JUNE, 2006.



Notary Public

My commission expires: _____

673880



NORTHWEST SAVINGS BANK,)	IN THE COURT OF COMMON PLEAS OF
)	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff)	
)	CIVIL ACTION-LAW
vs.)	
)	NO.
ERIC J. PORTER,)	
)	
Defendant)	

CONFESSION OF JUDGMENT


Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the complaint filed in this action, the undersigned hereby appears for the Defendant and confesses judgment in favor of Northwest Savings Bank and against the Defendant as follows:

Principal	\$13,847.92
Interest as of June 7, 2006	246.27
Late fees	1,460.41
Costs	to be added
Attorney's commission (15%)	<u>2,333.19</u>
TOTAL	\$17,887.79

Attorney's fees, costs, charges, and interest at the rate provided by the Time Note continue to accrue until paid in full.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for Northwest Savings Bank

BY: 
Mark G. Claypool
Pa. I.D. No. 63199
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

ERIC J. PORTER,

Defendant


) IN THE COURT OF COMMON PLEAS OF
) CLEARFIELD COUNTY, PENNSYLVANIA
)
) CIVIL ACTION-LAW
)
) NO.
)
)
)

CERTIFICATE OF RESIDENCE

I hereby certify that the address of the plaintiff is 100 Liberty Street, Drawer 128,
Warren, Pennsylvania 16365, that the last known addresses of the Defendant is as follows:

Eric J. Porter
705 Good St.
Houtzdale, PA 16651

BY:


Mark G. Claypool
Pa. I.D. No. 63199
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

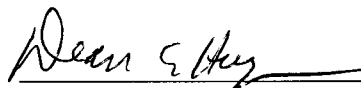
ERIC J. PORTER,

Defendant

) IN THE COURT OF COMMON PLEAS OF
) CLEARFIELD COUNTY, PENNSYLVANIA
)
) CIVIL ACTION-LAW
)
) NO.
)
)
)

VERIFICATION

On this, the ____ day of June, 2006, Dean C. Huya, the undersigned, deposes and states that he is a Vice President of Credit Review of the Plaintiff, Northwest Savings Bank, that as such he is authorized to execute this verification on behalf of the Plaintiff, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, subject to the penalties of 18 Pa.C.S. §4904 relating to the unsworn falsification to authorities.



Dean C. Huya, Vice President of Credit Review
Northwest Savings Bank

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

ERIC J. PORTER,

Defendant

) IN THE COURT OF COMMON PLEAS OF
) CLEARFIELD COUNTY, PENNSYLVANIA
)
) CIVIL ACTION-LAW
)
) NO. *06-1034-CD*
)
)
)

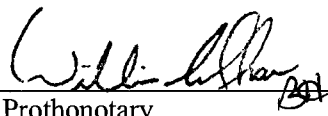


TO THE DEFENDANT:

YOU ARE HEREBY NOTIFIED, as required by law, that a judgment has been entered against you in the amount of \$17,887.79, plus interest at the rate provided in the Notes and attorneys' fees and costs at the above term and number on June 29, 2006. You will find enclosed copies of all documentation filed in this Office in support of the Confession of Judgment. If you believe you were incorrectly identified and are not responsible for payment of the obligation, which formed the basis for this judgment, you should contact an attorney immediately. It may be necessary for you to file a Petition to Strike the Judgment, present it to a Judge and request a prompt hearing. The petition can be in the form set forth at Rule 2967 of the Pennsylvania Rules of Civil Procedure. If the Court finds that you were in fact incorrectly identified, you may be entitled to recover your court costs and reasonable attorney's fees. A copy of Rules 2959 and 440 of the Pennsylvania Rules of Civil Procedure is attached for your reference. If you have any questions, please contact Mark G. Claypool, Esquire, 120 West Tenth Street, Erie, Pennsylvania 16501; telephone (814) 459-2800.

CLERK OF RECORDS
PROTHONOTARY DIVISION

BY:


Prothonotary

PENNSYLVANIA RULES OF CIVIL PROCEDURE

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

(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.

(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.

(d)(1) A copy may be served by facsimile transmission if the parties agree thereto or if a telephone number for facsimile transmission is included on an appearance or prior legal paper filed with the court.

(2) The copy served shall begin with a facsimile cover sheet containing (I) the name, firm, address, telephone number, of both the party making service and the party served, (ii) the facsimile telephone number of the party making service and the facsimile telephone number to which the copy was transmitted, (iii) the title of the legal paper served and (iv) the number of pages transmitted.

(3) Service is complete when transmission is confirmed as complete.

PENNSYLVANIA RULES OF CIVIL PROCEDURE

Rule 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.

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

Northwest Savings Bank
Plaintiff(s)

No.: 2006-01034-CD

Real Debt: \$17,887.79

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Eric J. Porter
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: June 29, 2006

Expires: June 29, 2011

Certified from the record this 29th day of June, 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

NORTHWEST SAVINGS BANK,

Plaintiff

v.

ERIC J. PORTER,

Defendant

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

No. 2006-01034-CD

COPY

WRIT OF REVIVAL

TO: ERIC J. PORTER

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the Judgment entered at 2006-01034-CD with the Court of Common Pleas of Clearfield County, Pennsylvania.
2. The Plaintiff claims that the amount due and unpaid is \$7,939.32 plus attorney fees, costs and interest from February 10, 2011. Interest, costs and fees continue to accrue until paid in full
3. You are required within twenty (20) days after service of this Writ to file an answer or otherwise plead to this Writ. If you fail to do so, judgment of revival in the amount claimed by the Plaintiff may be entered without a hearing and you may lose your property or other important 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.

**Daniel J. Nelson, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982**

Date: February 25, 2011


PROTHONOTARY

By: _____
Deputy Prothonotary

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

ERIC J. PORTER,

Defendant

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

) NO. 2006-01034-CD
)
)
)

PROOF OF SERVICE

The undersigned hereby certifies that on the 9th day of March, 2011, the Writ of Execution issued in the above-captioned action was served upon the party named below, via U.S. Certified Mail, postage pre-paid. (Return Receipt attached hereto as Exhibit A).

Mr. Eric J. Porter
705 Good Street
Houtzdale, PA 16651

Respectfully submitted,

KNOX MCLAUGHLIN GORNALL &
SENNETT, P.C.

BY: 

Mark G. Claypool, Esquire
120 West Tenth Street
Erie, Pennsylvania 16501
814-459-2800

Attorneys for Plaintiff,
Northwest Savings Bank

951811.v1

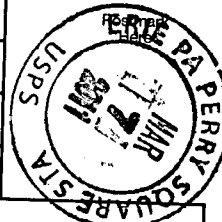
FILED

APR 14 2011

William A. Shaw
Prothonotary/Clerk of Courts

EXHIBIT A

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<small>(Domestic Mail Only; No Insurance Coverage Provided)</small>	
For delivery information visit our website at www.usps.com	
71791000164909646051	
Postage	\$ 0.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	0.00
Total Postage & Fees	\$ 5.54
Sent To Street, Apt. No., or PO Box No. City, State, Zip+4	
Mr. Eric J. Porter 705 Good Street Houtzdale, PA 16651	
PS Form 3800, August 2006 See Reverse for Instructions	



HBC/MLS
TQA

2. Article Number	
71791000164909646051 1. Article Addressed to: Mr. Eric J. Porter 705 Good Street Houtzdale, PA 16651	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
X <i>Eric J. Porter</i>	
B. Received by (Printed Name)	C. Date of Delivery
<i>Eric J. Porter</i>	<i>3-9-11</i>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

No. 2006-01034-CD

PRAECIPE FOR ENTRY OF REVIVAL OF COMPLAINT IN CONFESSION OF JUDGMENT

To the Prothonotary:

Please enter judgment of revival in favor of the above-named Plaintiff and against the above-named Defendant for failure to file an answer in the above action within twenty days from the date of service of the Writ of Revival and within ten days from the date of service of the notice of Praecipe For Entry Of Revival Of Complaint in Confession of Judgment. Assess the Plaintiff's damages as follows:

Principal:	\$ 4,660.46
Interest:	\$ 1,818.45
Late Fees:	\$ 1,460.41
Costs:	to be added
Attorney's Commission:	<u>to be added</u>
TOTAL	\$ 7,939.32

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

BY:

Mark G. Claypool, Esquire
120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800
Attorney for Plaintiff,
Northwest Savings Bank

FILED No CC
APR 14 2011
William A. Shaw
Prothonotary/Clerk of Courts
Notice to
Def.

NORTHWEST SAVINGS BANK,

Plaintiff

v.

ERIC J. PORTER,

Defendant

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

) No. 2006-01034-CD
)
)
)

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 31st day of March, 2011, a written notice of intention to file a Praecipe For Entry of Revival of Complaint in Confession of Judgment pursuant to Pa.R.C.P. 237.1, a copy of which is attached hereto, was mailed to the Defendant.

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.

Dated: April 13, 2011

BY: 

Mark G. Claypool, Esquire
120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800
Attorney for plaintiff,
Northwest Savings Bank

NORTHWEST SAVINGS BANK,

Plaintiff

vs.

ERIC J. PORTER,

Defendant

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

NO. 2006-01034-CD

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY, OR BY ATTORNEY, AND TO FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Daniel J. Nelson, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

Dated: March 31, 2011

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for Plaintiff, Northwest Savings Bank

BY:


Mark G. Claypool, Esquire

PA I.D. No. 63199

120 West 10th Street

Erie, Pennsylvania 16501-1461

(814) 459-2800

CERTIFICATE OF MAILING

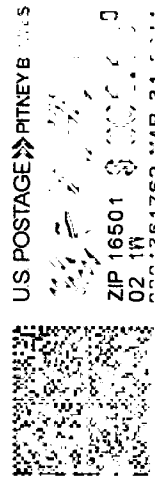
ITEM MAILED: P.S. Form 3817
DATED MAILED: March 31, 2011

Mr. Eric J. Porter
705 Good Street
Houtzdale, PA 16651

949456.v1

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAILING NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>Mark G. Claypool, Esquire.</u> <u>Knox McLaughlin Gornall & Sennett, P.C.</u> <u>120 West Tenth Street</u> <u>Erie, PA 16501</u>	
Mr. Eric J. Porter 705 Good Street Houtzdale, PA 16651	

PS Form 3817, January 2001



Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

No. 2006-01034-CD

VERIFICATION

On this, the 13th day of April, 2011, the undersigned, Mark G. Claypool, states that he makes this verification on behalf of the above-named Plaintiff being authorized to do so, and that he knows upon information and belief and therefore avers that the Defendants' last known address was Eric J. Porter, 705 Good Street, Houtzdale, PA 16651. This verification is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

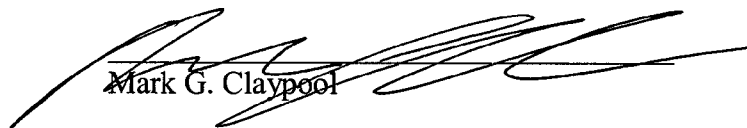
Mark G. Claypool

NORTHWEST SAVINGS BANK,)	IN THE COURT OF COMMON PLEAS
)	OF CLEARFIELD COUNTY,
)	PENNSYLVANIA
Plaintiff)	
)	
v.)	No. 2006-01034-CD
)	
ERIC J. PORTER)	
)	
Defendant)	

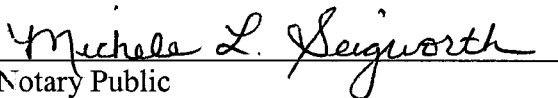
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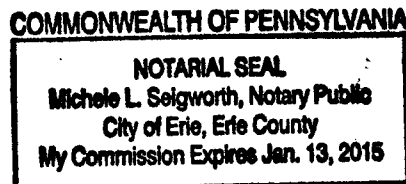
COMMONWEALTH OF PENNSYLVANIA)	
)	SS:
COUNTY OF ERIE)	

Before me, the undersigned a notary public, in and for the County and Commonwealth above, personally appeared Mark G. Claypool, Esquire, Attorney for Northwest Savings Bank, who being duly sworn by law, deposes and says that to the best of his knowledge, information and belief, the Defendant is not in the military service of the United States of America and that this Affidavit is being supplied according to information furnished to the undersigned by the Plaintiff, above described.


 Mark G. Claypool

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 13th DAY OF APRIL, 2011.


 Notary Public



NORTHWEST SAVINGS BANK,

Plaintiff

v.

ERIC J. PORTER,

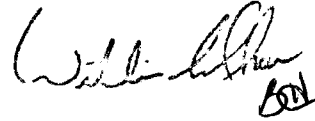
Defendant

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

No. 2006-01034-CD
)
)
)
)

TO: Eric J. Porter
705 Good Street
Hcutzdale, PA 16651

You are hereby notified that a revived judgment has been entered against you in the amount of Seven Thousand Nine Hundred Thirty-Nine and 32/100 (\$7,939.32) Dollars at the above term and number on April 14, 2011.



Prothonotary