

07-119-CD
Nat'l City Bank vs J. Olszewski et al

National City Bank vs Joseph Olszewski et al
2007-119-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,) CIVIL DIVISION
v.)
Plaintiff,) No. 07-110-CD
v.) Code:
JOSEPH P. OLSZEWSKI and)
SHIRLEY A. OLSZEWSKI,)
Defendants.)
) COMPLAINT IN CONFESSION
) OF JUDGMENT
)
) Filed on behalf of:
)
) National City Bank
)
) Counsel of Record for this Party:
)
) Mark A. Lindsay
) Pa.I.D. # 89487
)
) BABST, CALLAND, CLEMENTS and
) ZOMNIR, P.C.
) Two Gateway Center, 8th Floor
) Pittsburgh, PA 15222
) (412) 394-5400
) Firm # 812

FILED *NoCC*
2/1/08 10:44 AM Atty pd 20.00
SAN 24 2007
(LM) Notice 234 and
William A. Shaw Notice 2958.1 to
Prothonotary/Clerk of Courts Defs.

Statement to
Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,) CIVIL DIVISION
)
Plaintiff,) No.
v.)
JOESPH P. OLSZEWSKI and)
SHIRLEY A. OLSZEWSKI,)
Defendants.) Code:
)

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, National City Bank, ("National City"), by and through its attorneys, Babst, Calland, Clements and Zomnir, P.C., files this Complaint in Confession of Judgment pursuant to Rules 2950-2956 of the Pennsylvania Rules of Civil Procedure and, in support thereof, states as follows:

1. National City is a National Banking Association organized and existing under the laws of the United States of America with its principal place of business located at National City Center, 20 Stanwix Street, Pittsburgh, Pennsylvania, 15222.
2. Joseph P. Olszewski ("Mr. Olszewski") is an individual with a last known address of 9 Christine Drive, McKees Rocks, Pennsylvania, 15136.
3. Shirley A. Olszewski ("Mrs. Olszewski") is an individual with a last known address of 9 Christine Drive, McKees Rocks, Pennsylvania, 15136. Mr. and Mrs. Olszewski are husband and wife and are collectively referred to herein as the "Defendants".

The February 5, 2004 Promissory Note

4. National City loaned \$1,486,000.00 to the Defendants, as evidenced by that certain Promissory Note executed by the Defendants and dated February 5, 2004 (the "February 2004 Note"), as amended by that certain Amended and Restated Promissory Note executed by

the Defendants and dated March 17, 2005 (the "Amendment to February 2004 Note"). The Amendment to February 2004 Note amended, *inter alia*, the principal amount of the February 2004 Note to \$1,487,400.00. True and correct copies of the February 2004 Note and the Amendment to February 2004 Note are attached hereto and incorporated herein as Exhibits "A" and "B," respectively. Hereafter, the February 2004 Note and the Amendment to February 2004 Note shall be collectively referred to as the Amended February 2004 Note.

5. The Amended February 2004 Note required forty-eight (48) consecutive monthly payments, commencing on April 1, 2005, in the amount of \$17,084.17, with the final payment being in such amount as will pay all of the unpaid principal, interest and other amounts remaining due thereunder.

6. The Amended February 2004 Note provides that an Event of Default shall occur, *inter alia*, if the Defendants fail to make any payment when due under the Note.

7. By letter dated January 4, 2007, National City notified the Defendants that they were in default under the Amended February 2004 Note for, *inter alia*, failing to make the required monthly payments when due.

8. The Defendants have failed and refused to cure the outstanding defaults under the Amended February 2004 Note.

9. Pursuant to the terms of the Amended February 2004 Note, upon the event of any default, an attorney for National City is entitled to appear for and confess judgment against the Defendants in any court for the amounts due National City. *See* Exhibits "A" and "B."

10. Under the terms of the Amended February 2004 Note, National City is also entitled to recover from the Defendants the costs of any suit, including attorney's fees of 10% of the unpaid principal balance and accrued interest. *See Exhibits "A" and "B."*

11. As a result of Defendants' continuing defaults under the Amended February 2004 Note, the following amounts are immediately due and outstanding as of January 22, 2007:

Principal sum:	\$1,315,902.58
Interest:	+ \$12,773.12
Late charges:	+ \$854.20
Attorney's fees:	+ <u>\$132,867.57</u>
Total amount due:	\$ 1,462,397.47

The August 4, 2004 Promissory Note

12. National City loaned \$350,000.00 to the Defendants, as evidenced by that certain Promissory Note executed by the Defendants and dated August 4, 2004 (the "August 2004 Note"). A true and correct copy of the August 2004 Note is attached hereto and incorporated herein as Exhibit "C".

13. The August 2004 Note required thirty-six (36) consecutive monthly payments, commencing on September 1, 2004, in the amount of \$2,275.05, with the final payment being in such amount as will pay all of the unpaid principal, interest and other amounts remaining due thereunder.

14. The August 2004 Note provides that an Event of Default shall occur, *inter alia*, if the Defendants fail to make any payment when due under the Note.

15. By letter dated January 4, 2007, National City notified the Defendants that they were in default under the August 2004 Promissory Note for, *inter alia*, failing to make the required monthly payments when due.

16. The Defendants have failed and refused to cure the outstanding defaults under the August 2004 Note.

17. Pursuant to the terms of the August 2004 Note, upon the event of any default, an attorney for National City is entitled to appear for and confess judgment against the Defendants in any court for the amounts due National City. *See Exhibit "C."*

18. Under the terms of the August 2004 Note, National City is also entitled to recover from the Defendants the costs of any suit, including attorney's fees of 10% of the unpaid principal balance and accrued interest. *See Exhibits "C."*

19. As a result of Defendants' continuing defaults under the August 2004 Note, the following amounts are immediately due and outstanding as of January 22, 2007:

Principal sum:	\$331,529.87
Interest:	+ \$2,771.88
Attorney's fees:	<u>+\$33,430.18</u>
Total amount due:	\$ 367,731.93

The August 18, 2005 Promissory Note

20. On August 18, 2005, National City loaned \$150,000.00 to the Defendants, as evidenced by that certain Promissory Note executed by the Defendants and dated August 18, 2005 (the "August 2005 Note"). A true and correct copy of the August 2005 Note is attached hereto and incorporated herein as Exhibits "D."

21. The August 2005 Note required thirty-six (36) consecutive monthly payments, commencing on September 1, 2005, in the amount of \$962.00, with the final payment being in such amount as will pay all of the unpaid principal, interest and other amounts remaining due thereunder.

22. The August 2005 Note provides that an Event of Default shall occur, *inter alia*, if the Defendants fail to make any payment when due under the Note.

23. By letter dated January 4, 2007, National City notified the Defendants that they were in default under the August 2005 Note for, *inter alia*, failing to make the required monthly payments when due.

24. The Defendants have failed and refused to cure the outstanding defaults under the August 2005 Note.

25. Pursuant to the terms of August 2005 Note, upon the event of any default, an attorney for National City is entitled to appear for and confess judgment against the Defendants in any court for the amounts due National City. *See Exhibit "D."*

26. Under the terms of the August 2005 Note, National City is also entitled to recover from the Defendants the costs of any suit, including attorney's fees of 10% of the unpaid principal balance and accrued interest. *See Exhibits "D."*

27. As a result of Defendants' continuing defaults under the August 2005 Note, the Defendants owe National City the following amount as of January 22, 2007:

Principal sum:	\$ 78,992.55
Interest:	+ \$567.53
Attorney's fees:	<u>+ \$7,956.01</u>
Total amount due:	<u>\$ 87,516.09</u>

28. The Amended February 2004 Note, August 2004 Note and August 2005 Note are hereafter referred to collectively as the Notes and the above-described defaults under the Notes are hereafter referred to collectively as the Defaults.

29. National City may incur additional losses and expenses under the Notes; thus, the present confession of judgment should not be deemed an exhaustion of the warrant of attorney contained in the Notes. As expressly provided for in the warrants of attorney contained in the Notes, National City reserves and preserves its right to confess judgment for any additional losses and expenses that are incurred under the Notes.

30. National City's claims against the Defendants under the Notes have not been assigned by National City.

31. Pursuant to the warrants of attorney contained in the Notes, judgments are being simultaneously confessed in the Courts of Common Pleas of Allegheny, Beaver, and Crawford Counties, Pennsylvania.

32. The confession of judgment provisions contained in the Notes are less than 20 years old.

33. Judgment in favor of National City and against the Defendants in the total amount of \$1,917,645.49 is demanded as authorized by the confession of judgment provisions contained in the Notes.

34. Judgment in favor of National City and against the Defendants is not being entered against a natural person in a consumer credit transaction.

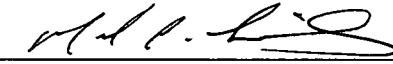
35. WHEREFORE, Plaintiff, National City Bank, hereby demands that judgment be entered in its favor and against Defendants, Joseph P. Olszewski and Shirley A. Olszewski, in the amount of \$1,917,645.49, plus interest, attorney's fees, costs and any such other relief as the Court may deem proper.

Respectfully submitted,

Babst, Calland, Clement & Zomnir, P.C.

Dated: 1/23/07

By:


Mark A. Lindsay, Esquire
Two Gateway Center, Eighth Floor
Pittsburgh, PA 15222
(412) 394-5400

Attorneys for National City Bank

PROMISSORY NOTE

1000
A

Borrower: Joseph P. Olszewski
Shirley A. Olszewski
9 Christine Drive
McKees Rocks, PA 15136

Lender: National City Bank of Pennsylvania
National City Center
20 Stanwix Street
Pittsburgh, PA 15222

Principal Amount: \$1,486,000.00

Initial Rate: 4.000%

Date of Note: FEBRUARY 5, 2004

PROMISE TO PAY. Joseph P. Olszewski and Shirley A. Olszewski ("Borrower") jointly and severally promise to pay to National City Bank of Pennsylvania ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Four Hundred Eighty-six Thousand & 00/100 Dollars (\$1,486,000.00), together with interest on the unpaid principal balance from FEBRUARY 5, 2004, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

Sixty consecutive monthly payments, commencing on April 1, 2004 and continuing on the same day of each month thereafter. Each payment shall consist of principal in the amount of Twelve Thousand Three Hundred Eighty Three and 33/100 dollars (\$12,383.33) plus the unpaid accrued interest on this Note, except that the final payment shall be in such amount as will pay all of the unpaid principal of and unpaid interest accrued on this Note and any other amounts due hereunder in full. The above payment is base upon a 10 year amortization.

At Maturity, Borrower has a one time option to extend the loan to March 1, 2014.

Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the Lender's Prime Rate. "Prime Rate" means the fluctuating rate per annum which is publicly announced from time to time by Lender as being its "prime rate" or "base rate" thereafter in effect, with each change in the Prime Rate automatically, immediately, and without notice changing the Prime Rate thereafter applicable hereunder, it being acknowledged that the Prime Rate is not necessarily the lowest rate of interest then available from Lender on fluctuating-rate loans (the "Index"). Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each change in the index.. Borrower understands that Lender may make loans based on be at a rate equal to the Index, resulting in an initial rate of 4.000% per annum. The interest rate to be applied to the unpaid principal balance of this Note will Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note; and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: National City Bank of Pennsylvania, National City Center, 20 Stanwix Street, Pittsburgh, PA 15222.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the variable interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

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.

Death or Insolvency. The death of Borrower or 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, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

PROMISSORY NOTE (Continued)

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performance of this Note is impaired.

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; provided, however that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

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

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

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether 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.

SHARING INFORMATION. Borrower hereby authorizes Lender to share all credit and financial information relating to Borrower with Lender's parent company and with any subsidiary or affiliate of Lender or of Lender's parent company.

FINANCIAL INFORMATION. Borrower will furnish to Lender, at Borrower's expense, promptly upon each request of Lender, such information in writing regarding Borrower's financial condition, income taxes, properties, business operations, if any, and pension plans, if any, as Lender may from time to time reasonably request, prepared, in the case of financial information, in accordance with generally accepted accounting principles consistently applied and otherwise in form and detail satisfactory to Lender.

CONSIDERATION. The Note has been signed and sealed as of the Date of Note set forth above with the intent to be legally bound hereby.

FINAL AGREEMENT. This Note and the related documents set forth the entire agreement between the parties regarding the transactions contemplated hereby and supersede all prior agreements, commitments, discussions, representations and understandings, whether written or oral, and any and all contemporaneous oral agreements, commitments, discussions, representations and understandings between the parties relating to the subject matter hereof.

DIRECT DEBIT. The following is applicable if checked by Borrower:

Payments shall be paid by the Borrower by debiting the Borrower's _____ account, number _____ on the due date.

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.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: National City Bank of Pennsylvania, National City Center, 20 Stanwix Street, Pittsburgh, PA 15222

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. 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.

CONFESION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER DEMAND IS MADE HEREUNDER AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PROMISSORY NOTE
(Continued)

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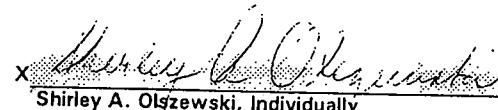
PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

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:


X 
Joseph P. Olszewski, Individually


X 
Shirley A. Olszewski, Individually

AMENDED AND RESTATED
PROMISSORY NOTE

Borrower: Joseph P. Olszewski
Shirley A. Olszewski
9 Christina Drive
McKees Rocks, PA 15136

Lender: National City Bank of Pennsylvania
National City Center
20 Stanwix Street
Pittsburgh, PA 15222

Principal Amount: \$1,487,400.00

Date of Note: March 17, 2005

PROMISE TO PAY. Joseph P. Olszewski and Shirley A. Olszewski ("Borrower") jointly and severally promise to pay to National City Bank of Pennsylvania ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Four Hundred Eighty-seven Thousand Four Hundred & 00/100 Dollars (\$1,487,400.00), together with interest at the rate of 6.720% per annum on the unpaid principal balance from March 17, 2005, until paid in full.

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

Subject to the rights and remedies of Lender set forth in this Note upon default, from and after the date hereof, the interest on and the outstanding principal balance of this Note shall be payable in forty eight (48) installments, commencing on April 1, 2005, and continuing on the 1st day of each month thereafter until paid in full, each such installment except the final installment to be in an amount (inclusive of principal and interest) equal to Seventeen Thousand Eighty Four and 17/100 Dollars (\$17,084.17), but in no case less than the accrued and unpaid interest, and the final installment to be in an amount equal to all unpaid principal of this Note and all accrued and unpaid interest thereon.

Payments shall be made in accordance with the amortization schedule set forth in the allonge in the form and substance of Exhibit A to this Note. The amortization schedule assumes that all payments are made in their respective due dates and any payment made on other than its due date may alter the actual amortization. Any interest accruing on this Note after Maturity shall be due and payable on demand thereafter. If any payment is required to be made on a day which is not a Banking Day, such payment shall be due on the next immediately following Banking Day and interest shall continue to accrue at the applicable rate. "Maturity" means the date (whether occurring by lapse of time, acceleration or otherwise) upon which the last scheduled principal installment of the loan evidenced by the Note is due. "Banking Day" means any day (other than Saturday, Sunday, or legal holiday) on which Bank's banking office is open to the public for carrying on substantially all of its banking functions.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT PENALTY. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: If this Note is (i) prepaid, in whole or in part, during a period when the unpaid principal balance bears interest, or is scheduled to bear interest, at a fixed rate, or (ii) accelerated after the occurrence of an Event of Default hereunder, during a period when the unpaid principal balance bears interest, or is scheduled to bear interest, at a fixed rate, and if, on the date of the occurrence of either (i) or (ii) above, or with respect to any partial prepayment for which a Funding Cost Recovery Charge was not determined on the date of occurrence, on the date of any subsequent prepayment for which a Funding Cost Recovery Charge was not determined (each a "Determination Date"), the Reinvestment Rate is less than the Funding Cost, then a "Funding Cost Recovery Charge", computed in accordance with the terms of the Funding Cost Recovery Charge Addendum, shall be payable by Borrower to Bank at the time of prepayment or acceleration as applicable. Bank's right to collect any Funding Cost Recovery Charge shall accrue as of each Determination Date, and any delay on Bank's part to determine, or to notify Borrower as to, the Recovery Charge otherwise payable pursuant to the terms hereof. The terms "Reinvestment Rate" and "Funding Cost" are defined in the complete copy of the Funding Cost Recovery Charge Addendum. Bank's determination of the Funding Cost Recovery Charge shall be conclusive absent manifest error. Any prepayment shall be applied to any installments due on this Note in the inverse order of their respective due dates. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender any 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: National City Bank of Pennsylvania, National City Center, 20 Stanwix Street, Pittsburgh, PA 15222.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 8.000% of the unpaid portion of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note 2.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note.

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

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

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

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.

Death or Insolvency. The death of Borrower or 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.

AMENDED AND RESTATED
PROMISSORY NOTE
(Continued)

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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, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

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.

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; provided, however that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

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

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

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

COLLATERAL. Borrower acknowledges this Note is secured by any and all mortgages, security agreements, assignments, loan agreements, pledge agreements and any other document or instrument evidencing a security interest or other lien in favor of Lender and executed and delivered by Borrower or any third party as security for payment of this Note and/or all indebtedness of Borrower to Lender, whether contemporaneous with the execution of this Note or at any other time, including but not limited to the mortgage executed by Joseph P. Olszewski aka Joseph Olszewski and Shirley A. Olszewski aka Shirley Olszewski in favor of Lender dated February 5, 2004, which was recorded on February 8, 2004, in Volume 27077, Page 159, Allegheny County Records and assignment of rents executed by Joseph P. Olszewski aka Joseph Olszewski and Shirley A. Olszewski aka Shirley Olszewski in favor of Lender dated February 5, 2004, which was recorded on February 8, 2004, in Volume 11941, Page 562, Allegheny County Records and any amendments thereto. Collateral securing other obligations of Borrower to Lender may also secure this Note.

CORPORATE SELECT SHARING INFORMATION. Borrower hereby authorizes Bank to share all credit and financial information relating to Borrower with Bank's parent company, with any subsidiary or affiliate of Bank or of Bank's parent company, with any actual or proposed participant in or assignee of all or any part of Bank's interests or rights hereunder, or with any other person or entity reasonably deemed incidental by Bank to the administration of the indebtedness evidenced hereby.

FINANCIAL INFORMATION. Borrower will furnish to Lender, at Borrower's expense, promptly upon each request of Lender, such information in writing regarding Borrower's financial condition, income taxes, properties, business operations, if any, and pension plans, if any, as Lender may from time to time reasonably request, prepared, in the case of financial information, in accordance with generally accepted accounting principles consistently applied and otherwise in form and detail satisfactory to Lender.

CONSIDERATION. The Note has been signed and sealed as of the Date of Note set forth above with the intent to be legally bound hereby.

DIRECT DEBIT. The following is applicable if checked by Borrower:

Payments shall be paid by the Borrower by debiting the Borrower's _____ account, number _____ on the due date.

RELATED DOCUMENTS. The words "related documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, subordination agreements, assignments, financial statements, certificates and all other instruments, agreements and documents, whether now or hereafter existing, which evidence or secure any debt of Borrower to Lender, which govern the relative rights and priorities of Lender and one or more other persons or entities to payments made by, or the property of, Borrower or any guarantor of the obligations of Borrower, which are delivered to Bank pursuant to another such writing, or which are otherwise delivered to Lender by or on behalf of any person or entity (or any employee, officer, auditor, counsel, or agent of any person or entity) in respect of or in connection with all or any part of Borrower's debt to Lender.

AMENDED AND RESTATED NOTE. This Amended and Restated Promissory Note is a substitution for and replacement of that Promissory Note dated February 5, 2004 in the principal amount of \$1,486,000.00 (as amended from time to time, the "Prior Note") and payable by the Borrower to the Bank which is hereby cancelled and no longer in force and effect. The indebtedness evidenced by the Prior Note will continue to be evidenced by this Note; no advances have been made or are being made by the Bank to satisfy the indebtedness outstanding under the Prior Note on the date hereof and this Note is not a novation of the indebtedness evidenced by the Prior Note. Any accrued and outstanding interest on the Prior Note will continue to be evidenced by this Note. This Note is and will continue to be secured by all of the security interest and collateral granted and assigned to the Bank by the Borrower as described in or given in connection with the prior Note.

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

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such

**AMENDED AND RESTATED
PROMISSORY NOTE
(Continued)**

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other Borrower. 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.

CONFESION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER DEMAND IS MADE HEREUNDER AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH 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:

BORROWER: 
X Joseph P. Olszewski (Seal)
Joseph P. Olszewski

Shirley A. Olszewski (Seal)
Shirley A. Olszewski

At maturity, Borrower has a one-time option to extend the loan to March 1, 2014.

PROMISSORY NOTE

C

Borrower: Joseph P. Olszewski
 Shirley A. Olszewski
 9 Christine Drive
 McKees Rocks, PA 15136

Lender: National City Bank of Pennsylvania
 National City Center
 20 Stanwix Street
 Pittsburgh, PA 15222

Principal Amount: \$350,000.00

Initial Rate: 4.750%

Date of Note: August 4, 2004

PROMISE TO PAY. Joseph P. Olszewski and Shirley A. Olszewski ("Borrower") jointly and severally promise to pay to National City Bank of Pennsylvania ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Fifty Thousand & 00/100 Dollars (\$350,000.00), together with interest on the unpaid principal balance from August 4, 2004, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

Thirty Six (36) consecutive monthly payments, commencing on September 1, 2004 and continuing on the same day of each month thereafter. Each payment shall consist of principal and the unpaid interest accrued on this Note, in the aggregate amount of Two Thousand Two Hundred Seventy Five and 05/100 Dollars (\$2,275.05), (the payment amount is based upon a 20 year amortization), provided that in no event shall any payment be less than the unpaid interest accrued on this Note, except that the final payment shall be in such amount as will pay all of the unpaid principal of and unpaid interest accrued on this Note and any other amounts due hereunder in full.

The Borrower shall have a one time option at any time during the term of the loan to convert the interest rate to a fixed rate based on the Lender's Cost of Funds that most closely represents the remaining term of the loan plus two hundred fifty basis points for the remainder of the loan. The term "Cost of Funds Rate", means the rate per annum (rounded upwards, if necessary, to the next higher 1/16 of 1%) as determined by Lender, in its sole discretion, and then quoted by Lender to Borrower as Bank's so-called "Cost of Funds". If this option is selected by Borrower, then Borrower agrees to the following "Prepayment Penalty", (as hereinafter defined). Borrower must notify Lender in writing within three (3) business days prior to electing the fixed rate option.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Interest on this Note is computed on a 30/365 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 365-day year. 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 index which is the Lenders Prime Rate. "Prime Rate" means the fluctuating rate per annum which is publicly announced from time to time by Lender as being its "prime rate" or "base rate" thereafter in effect, with each change in the Prime Rate automatically, immediately, and without notice changing the Prime Rate thereafter applicable hereunder, it being acknowledged that Prime Rate is not necessarily the lowest rate of interest then available from Lender on fluctuating rate loans (the "Index"). 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 Index currently is 4.250% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 0.500 percentage points over the Index, resulting in an initial rate of 4.750% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT PENALTY. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: If this Note is (i) prepaid, in whole or in part, during a period when the unpaid principal balance bears interest, or is scheduled to bear interest, at a fixed rate, or (ii) is accelerated after the occurrence of an Event of Default hereunder, during a period when the unpaid principal balance bears interest, or is scheduled to bear interest, at a fixed rate and, if, on the date of the occurrence of either (i) or (ii) above, or with respect to any partial prepayment for which a Prepayment Charge was not determined on the date of occurrence, on the date of any subsequent prepayment for which a Prepayment Charge is determined (each a "Determination Date"), the Reinvestment Rate is less than the fixed rate specified in this Note, then a "Prepayment Charge", computed in accordance with the terms of the Prepayment Charge Addendum, shall be payable by Borrower to Lender at the time of prepayment or acceleration as applicable. Lender's right to collect any Prepayment Charge shall accrue as of each Determination Date, and any delay on Lender's part to determine, or to notify Borrower as to, the amount of any Prepayment Charge shall not constitute a waiver of, or otherwise limit, Lender's right to recover a Prepayment Charge otherwise payable pursuant to the terms hereof. The term "Reinvestment Rate" is defined in the Prepayment Charge Addendum. Borrower's execution of this Note shall constitute acknowledgment that Borrower has received a complete copy of the Prepayment Charge Addendum. Lender's determination of the Prepayment Charge shall be conclusive absent manifest error. Any prepayment shall be applied to any installments due on this Note to the inverse order of their respective due dates. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: National City Bank of Pennsylvania, National City Center, 20 Stanwix Street, Pittsburgh, PA 15222.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 2.500 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.

PROMISSORY NOTE (Continued)

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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.

Death or Insolvency. The death of Borrower or 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, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

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.

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; provided, however that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

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

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

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether open in the future). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may 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.

SHARING INFORMATION. Borrower hereby authorizes Lender to share all credit and financial information relating to Borrower with Lender's parent company and with any subsidiary or affiliate of Lender or of Lender's parent company.

FINANCIAL INFORMATION. Borrower will furnish to Lender, at Borrower's expense, promptly upon each request of Lender, such information in writing regarding Borrower's financial condition, income taxes, properties, business operations, if any, and pension plans, if any, as Lender may from time to time reasonably request, prepared, in the case of financial information, in accordance with generally accepted accounting principles consistently applied and otherwise in form and detail satisfactory to Lender.

FINAL AGREEMENT. This Note and the related documents set forth the entire agreement between the parties regarding the transactions contemplated hereby and supersede all prior agreements, commitments, discussions, representations and understandings, whether written or oral, and any and all contemporaneous oral agreements, commitments, discussions, representations and understandings between the parties relating to the subject matter hereof.

CONSIDERATION. The Note has been signed and sealed as of the Date of Note set forth above with the intent to be legally bound hereby.

DIRECT DEBIT. The following is applicable if checked by Borrower:

Payments shall be paid by the Borrower by debiting the Borrower's MONEY MARKET account, number 98141999 on the due date.

RELATED DOCUMENTS. The words "related documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, subordination agreements, assignments, financial statements, certificates and all other instruments, agreements and documents, whether now or hereafter existing, which evidence or secure any debt of Borrower to Lender, which govern the relative rights and priorities of Lender and one or more other persons or entities to payments made by, or the property of, Borrower or any guarantor of the obligations of Borrower, which are delivered to Bank auditor, counsel, or agent of any person or entity) in respect of or in connection with all or any part of Borrower's debt to Lender.

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.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: National City Bank of Pennsylvania, National City Center, 20 Stanwix Street, Pittsburgh, PA 15222

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on

PROMISSORY NOTE
(Continued)

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the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. 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, consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER DEMAND IS MADE HEREUNDER AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

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


Joseph P. Olszewski (Seal)


Shirley A. Olszewski (Seal)

PROMISSORY NOTE

Borrower: Joseph P. Olszewski
 Shirley A. Olszewski
 9 Christine Drive
 McKees Rocks, PA 15136

Lender: National City Bank of Pennsylvania
 National City Center
 20 Stanwix Street
 Pittsburgh, PA 15222

Principal Amount: \$150,000.00

Date of Note: 8/18/05

PROMISE TO PAY. Joseph P. Olszewski and Shirley A. Olszewski ("Borrower") jointly and severally promise to pay to National City Bank of Pennsylvania ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00), together with interest on the unpaid principal balance from 8/18/05, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

Thirty Six (36) consecutive monthly payments, commencing on September 1, 2005 and continuing on the 1st day of each month thereafter. Each payment shall consist of principal in the amount of Nine Hundred Sixty Two and 00/100 Dollars (\$962.00) plus the unpaid accrued interest on this Note, except that the final payment shall be in such amount as will pay all of the unpaid principal of and unpaid interest accrued on this Note and any other amounts due hereunder in full.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the Lenders Prime Rate. "Prime Rate" means the fluctuating rate per annum which is publicly announced from time to time by Lender as being its "prime rate" or "base rate" thereafter in effect, with each change in the Prime Rate automatically, immediately, and without notice changing the Prime Rate thereafter applicable hereunder, it being acknowledged that Prime Rate is not necessarily the lowest rate of interest then available from Lender on fluctuating rate loans (the "Index"). 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. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: National City Bank of Pennsylvania, National City Center, 20 Stanwix Street, Pittsburgh, PA 15222.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$20.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 3.500 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.

Death or Insolvency. The death of Borrower or 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, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

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.

PROMISSORY NOTE
(Continued)

Loan No: 82610

Page 2

balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount; provided, however that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

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

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

COLLATERAL. Borrower acknowledges this Note is secured by any and all mortgages, security agreements, assignments, loan agreements, pledge agreements and any other document or instrument evidencing a security interest or other lien in favor of Lender and executed and delivered by Borrower or any third party as security for payment of this Note and/or all indebtedness of Borrower to Lender, whether contemporaneous with the execution of this Note or at any other time. Collateral securing other obligations of Borrower to Lender may also secure this Note.

SHARING INFORMATION. Borrower hereby authorizes Lender to share all credit and financial information relating to Borrower with Lender's parent company and with any subsidiary or affiliate of Lender or of Lender's parent company.

FINANCIAL INFORMATION. Borrower will furnish to Lender, at Borrower's expense, promptly upon each request of Lender, such information in writing regarding Borrower's financial condition, income taxes, properties, business operations, if any, and pension plans, if any, as Lender may from time to time reasonably request, prepared, in the case of financial information, in accordance with generally accepted accounting principles consistently applied and otherwise in form and detail satisfactory to Lender.

FINAL AGREEMENT. This Note and the related documents set forth the entire agreement between the parties regarding the transactions contemplated hereby and supersede all prior agreements, commitments, discussions, representations and understandings, whether written or oral, and any and all contemporaneous oral agreements, commitments, discussions, representations and understandings between the parties relating to the subject matter hereof.

CONSIDERATION. The Note has been signed and sealed as of the Date of Note set forth above with the intent to be legally bound hereby.

DIRECT DEBIT. The following is applicable if checked by Borrower:

Payments shall be paid by the Borrower by debiting the Borrower's checking account, number 967095492 on the due date.

RELATED DOCUMENTS. The words "related documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, subordination agreements, assignments, financial statements, certificates and all other instruments, agreements and documents, whether now or hereafter existing, which evidence or secure any debt of Borrower to Lender, which govern the relative rights and priorities of Lender and one or more other persons or entities to payments made by, or the property of, Borrower or any guarantor of the obligations of Borrower, which are delivered to Bank pursuant to another such writing, or which are otherwise delivered to Lender by or on behalf of any person or entity (or any employee, officer, auditor, counsel, or agent of any person or entity) in respect of or in connection with all or any part of Borrower's debt to Lender.

COVENANT.

The Properties located at 721 and 735 Route 30, Findlay Township, Imperial, PA must achieve and maintain a Debt Service Coverage Ratio of 1.25 to 1.0 based on permanent market rates, at all times.

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

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. 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.

CONFESION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER DEMAND IS MADE HEREUNDER AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR

**PROMISSORY NOTE
(Continued)**

Loan No: 82610

Page 3

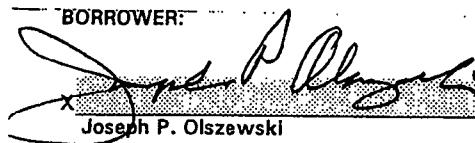
MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

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


X _____ (Seal)
Joseph P. Olszewski


X _____ (Seal)
Shirley A. Olszewski

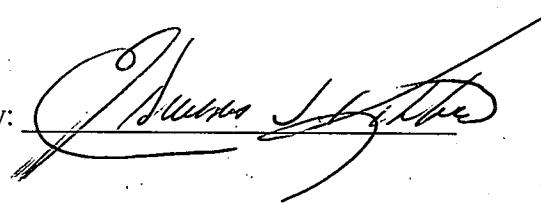
VERIFICATION

I, Edward J. Kitchen, Vice President of the National City Bank, hereby declare that I am authorized to verify the foregoing Complaint in Confession of Judgment and that the statements and facts contained therein are true and correct to the best of my personal knowledge and that the Exhibits attached hereto are true and correct copies of the original documents.

This statement is made subject to penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Dated: January 22, 2007
Edward J. Kitchen
Vice President
National City Bank

By:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,) CIVIL DIVISION
)
 Plaintiff,) No.
 v.)
) Code:
 JOESPH P. OLSZEWSKI and)
 SHIRLEY A. OLSZEWSKI,)
)
 Defendants.)

CONFESSTION OF JUDGMENT

TO THE PROTHONOTARY:

Pursuant to the authority contained in the Warrants of Attorney in the Notes (as defined in and as attached to the Complaint in Confession of Judgment filed in this action), I hereby appear for the above-named Defendants in this matter, and confess judgment in the amount of **\$1,917,645.49** as authorized, in favor of the Plaintiff, National City Bank, and against Defendants, as follows:

AMOUNT DUE UNDER FEBRUARY 5, 2004 PROMISSORY NOTE:

Principal sum:	\$1,315,902.58
Interest:	+ \$12,773.12
Late charges:	+ \$854.20
Attorney's fees:	+ <u>\$132,867.57</u>
Total amount due:	\$ 1,462,397.47

AMOUNT DUE UNDER AUGUST 4, 2004 PROMISSORY NOTE:

Principal sum:	\$331,529.87
Interest:	+ \$2,771.88
Attorney's fees:	<u>+\$33,430.18</u>
Total amount due:	\$ 367,731.93

AMOUNT DUE UNDER AUGUST 18, 2005 PROMISSORY NOTE:

Principal sum:	\$ 78,992.55
Interest:	+ \$567.53
Attorney's fees:	<u>+ \$7,956.01</u>
Total amount due:	\$ 87,516.09

TOTAL AMOUNT DUE AS OF JANUARY 22, 2007: \$1,917,645.49

Judgment entered hereby is subject to additional claims, interest, costs and attorneys' fees.

Respectfully submitted,

Babst, Calland, Clement & Zomnir, P.C.

Dated: 1/23/07

By: Mark A. Lindsay

Mark A. Lindsay, Esquire
Two Gateway Center, Eighth Floor
Pittsburgh, PA 15222
(412) 394-5400

Attorneys for National City Bank,

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,) CIVIL DIVISION
Plaintiff,) No. 07-119-CD
v.) Code:
JOSEPH P. OLSZEWSKI and)
SHIRLEY A. OLSZEWSKI,)
Defendants.)

CC

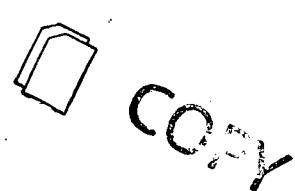
TO: Joseph P. Olszewski
Shirley A. Olszewski
9 Christine Drive
McKees Rocks, PA 15136

NOTICE OF JUDGMENT

You are hereby notified in accordance with the requirements of Pennsylvania Rule of Civil Procedure 236 that judgment has been entered against you in the amount of \$1,917,645.49 in the above matter on January 24, 2007.

Willie H. Gray Jr.
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,) CIVIL DIVISION
)
Plaintiff,) No. 07-19-CJ 
v.)
JOSEPH P. OLSZEWSKI and)
SHIRLEY A. OLSZEWSKI,)
Defendants.)

NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON
NOTICE OF DEFENDANT'S RIGHTS

TO: Joseph P. Olszewski and
Shirley A. Olszewski

A judgment in the amount of \$1,917,645.49 has been entered against you and in favor of the Plaintiff without prior notice and 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 ANY 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 50-51

BABST, CALLAND, CLEMENTS & ZOMNIR,
P.C.

By: Mark A. Lindsay
Mark A. Lindsay, Esquire
PA ID No. 89487
Two Gateway Center, 8th Floor
Pittsburgh, PA 15222
Tel: (412) 394-5400
Fax: (412) 394-6576

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

cc: [Signature]

National City Bank
Plaintiff(s)

No.: 2007-00119-CD

Real Debt: \$1,917,645.49

Atty's Comm: \$

Vs.

Costs: \$

Joseph P. Olszewski
Shirley A. Olszewski
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: January 24, 2007

Expires: January 24, 2012

Certified from the record this 24th day of January, 2007.



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

NATIONAL CITY BANK,) CIVIL DIVISION
)
 Plaintiff,) No. 07-00119-CD
 v.)
) Code:
 JOSEPH P. OLSZEWSKI and)
 SHIRLEY A. OLSZEWSKI,)
)
 Defendants.) PRAECIPE FOR WRIT OF
) EXECUTION UPON A
) CONFESSED JUDGMENT
)
) Filed on behalf of:
)
) National City Bank
)
) Counsel of Record for this Party:
)
) Mark A. Lindsay
) Pa.I.D. # 89487
)
) BABST, CALLAND, CLEMENTS and
) ZOMNIR, P.C.
) Two Gateway Center, 8th Floor
) Pittsburgh, PA 15222
) (412) 394-5400
) Firm # 812

FILED
MISSON
SEP 08 2008
Atty pd.
\$20.00
1CC and
6 wnts to

William A. Shaw
Prothonotary/Clerk of Courts

Atty

(GIO)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

NATIONAL CITY BANK,) CIVIL DIVISION
)
 Plaintiff,) No. 07-00119-CD
 v.)
) Code:
 JOESPH P. OLSZEWSKI and)
 SHIRLEY A. OLSZEWSKI,)
)
 Defendants.)

**PRAECIPE FOR WRIT OF EXECUTION
UPON A CONFESSED JUDGMENT**

To the Prothonotary:

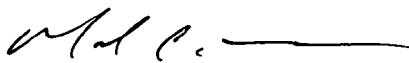
Kindly issue a writ of execution upon a judgment entered by confession in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against Joseph P. Olszewski and Shirley A. Olszewski, Defendants; and
- (3) and index this writ against Joseph P. Olszewski and Shirley A. Olszewski, Defendants.
- (4) Amount due \$1,917,645.49
- [Costs to be added] \$_____

CERTIFICATE OF SERVICE

The undersigned does hereby certify that the within *Praecipe for Writ of Execution*
Upon a Confessed Judgment was served on this 5th day of September, 2008, via first class
United States mail at the following address:

Joseph P. Olszewski
Shirley A. Olszewski
9 Christine Drive
McKees Rocks, PA 15136



Mark A. Lindsay, Esquire
Attorney for Plaintiff

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

National City Bank

COPY

Vs.

NO.: 2007-00119-CD

Joseph P. Olszewski and
Shirley A. Olszewski

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against NATIONAL CITY BANK, Plaintiff(s) from JOSEPH P. OLSZEWSKI and SHIRLEY A. OLSZEWSKI, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
Personal Property

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

(4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$1,917,645.49
INTEREST FROM: \$
ATTY'S COMM: \$
DATE: 9/8/2008

PROTH. COSTS PAID: \$40.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

Requesting Party: Mark A. Lindsay, Esq.
Two Gateway Center, 8th Floor
Pittsburgh, PA 15222
(412) 394-5400

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,

CIVIL DIVISION

Plaintiff

No. 2007-00119-CD

v.

JOSEPH P. OLSZEWSKI and SHIRLEY A.
OLSZEWSKI,

Defendants.

**PLAINTIFF'S MOTION FOR
LEAVE TO JOIN ADDITIONAL
DEFENDANT AND TO AMEND
CAPTION**

Filed on behalf of:

National City Bank, Plaintiff

Counsel of Record for this Party:

Mark A. Lindsay
Pa. I.D. No. 89487

BABST, CALLAND, CLEMENTS &
ZOMNIR, P.C.
Firm #812
Two Gateway Center
Pittsburgh, PA 15222
(412) 394-5400

FILED

11:12 P.M. GK
OCT 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

1cc Atty

GP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,

CIVIL DIVISION

Plaintiff

No. 07-00119-CD

v.

JOSEPH P. OLSZEWSKI and SHIRLEY A.
OLSZEWSKI,

Defendants.

**PLAINTIFF'S MOTION FOR LEAVE TO JOIN ADDITIONAL DEFENDANT
AND TO AMEND CAPTION**

Plaintiff, National City Bank, by and through its counsel, Mark A. Lindsay, Esquire, and Babst, Calland, Clements & Zomnir, P.C., moves this Court for a special order to Join Additional Defendant and to Amend Caption and in support thereof, avers the following:

1. National City Bank is a Corporation authorized to conduct business in the Commonwealth of Pennsylvania with its principal place of business located at National City Center, 20 Stanwix Street, Pittsburgh, PA 15222.

2. Defendants, Joseph P. Olszewski and Shirley A. Olszewski, are the owners or reputed owners of certain property situate within Sandy Township, Clearfield County, Pennsylvania, described at Deed Book Volume 2007, Page 2727, designated in the Deed Registry Office of Clearfield County as Map Number 1280C02007000180021 and being known as 15765 Treasure Lake Rd., DuBois, PA 15801 (the "Property").

3. Judgment in confession was entered against the Defendants in this action on January 24, 2007 by the filing of a Complaint in Confession of Judgment against Defendants.

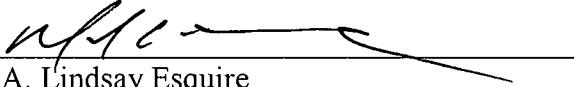
4. Upon review of the public records, Plaintiff determined that three (3) Federal Tax Liens were recorded subsequent to entry of Plaintiff's judgment in favor of United States of America in the Court of Common Pleas of Clearfield County, Pennsylvania on April 28, 2008 in the amount of \$187,272.89 at 2008-00776-CD, on May 5, 2008 in the amount of \$37,832.42 at 2008-00828-CD, and on June 27, 2008 in the amount of \$61,705.13 at 2008-01177-CD..

5. The United States of America may have an interest in the subject property and pursuant to 28 U.S.C. § 2410 may be named as a Defendant in a civil action involving real property in which the United States has a claim or lien.

6. The United States must be joined as a Defendant in this action so that all claims or interests in the subject property can be fully and appropriately addressed.

WHEREFORE, Plaintiff requests that this Court issue an Order joining the UNITED STATES OF AMERICA as a Defendant to the within action and directing the Prothonotary to amend the caption to read: "NATIONAL CITY BANK, Plaintiff vs. JOSEPH P. OLSZEWSKI and SHIRLEY A. OLSZEWSKI, and THE UNITED STATES OF AMERICA, Defendant(s)".

Respectfully submitted,

By: 
Mark A. Lindsay Esquire
Pa. I.D. No. 89487

BABST, CALLAND, CLEMENTS & ZOMNIR, P.C.
Firm No. 812
Two Gateway Center
Pittsburgh, PA 15222
(412) 394-5400

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,

CIVIL DIVISION

Plaintiff

No. 07-00119-CD

v.

JOSEPH P. OLSZEWSKI and SHIRLEY A.
OLSZEWSKI,

Defendants.

ORDER

AND NOW, this 28th day of October, 2008, it is hereby Ordered the
within Motion for Leave to Join Additional Defendant and to Amend Caption will be presented
before JUDGE AMMERMAN, in courtroom 1 of the Clearfield County
Courthouse, on November 17, 2008, at 11:30 AM, prevailing time, or as soon thereafter as the
Court shall permit.

By: Judge J Ammerman
Judge

FILED
OCT 13 2008 ^{ics}
OCT 28 2008 *Amy Lindsay*
(610)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

OCT 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/28/08

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 Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,

CIVIL DIVISION

Plaintiff

No. 2007-00119-CD

v.

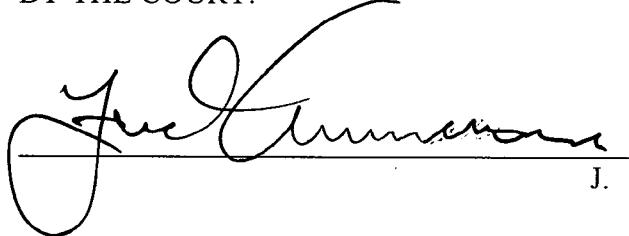
JOSEPH P. OLSZEWSKI and SHIRLEY A.
OLSZEWSKI,

Defendants.

ORDER OF COURT

AND NOW this 17th day of November, 2008, it is hereby
ORDERED, ADJUDGED and DECREED that THE UNITED STATES OF AMERICA is
hereby joined as a Defendant to the within action and shall be responsible to defend said action
as if an original Defendant therein. Plaintiff shall serve the United States with a copy of the
original complaint and any subsequent pleadings by first class mail, postage prepaid, within ten
(10) days of the date of this Order. It is further ORDERED that the Prothonotary shall amend
the above-captioned action indexed at 2007-00119-CD to read: "NATIONAL CITY BANK,
Plaintiff vs. JOSEPH P. OLSZEWSKI and SHIRLEY A. OLSZEWSKI, and THE UNITED
STATES OF AMERICA, Defendant(s)".

BY THE COURT:



J.

FILED
O 11:42 a.m. GL
NOV 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

1cc Mark
Lindsey Atty
will serve
Defendants
And Additional
Defendant

(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FILED *En*

NATIONAL CITY BANK,) CIVIL DIVISION
Plaintiff,) No. 07-00119-CD
v.) Code:
JOSEPH P. OLSZEWSKI and)
SHIRLEY A. OLSZEWSKI,)
Defendants.) **PRAECIPE TO REISSUE WRIT OF**
) **EXECUTION UPON A**
) **CONFESSED JUDGMENT**
) Filed on behalf of:
) National City Bank
) Counsel of Record for this Party:
) Mark A. Lindsay
) Pa.I.D. # 89487
) BABST, CALLAND, CLEMENTS and
) ZOMNIR, P.C.
) Two Gateway Center, 8th Floor
) Pittsburgh, PA 15222
) (412) 394-5400
) Firm # 812

JAN 27 2009
M/9:00/2009
William A. Shaw
Prothonotary/Clerk of Courts
1 CENT W/6 REBATES
WAITS TO PAY.

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

NATIONAL CITY BANK,) CIVIL DIVISION
)
 Plaintiff,) No. 07-00119-CD
 v.)
) Code:
 JOESPH P. OLSZEWSKI and)
 SHIRLEY A. OLSZEWSKI,)
)
 Defendants.)

**PRAECIPE TO REISSUE WRIT OF EXECUTION
UPON A CONFESSED JUDGMENT**

To the Prothonotary:

Kindly reissue a writ of execution upon a judgment entered by confession in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against Joseph P. Olszewski and Shirley A. Olszewski, Defendants; and
- (3) and index this writ against Joseph P. Olszewski and Shirley A. Olszewski, Defendants.
- (4) Amount due \$1,917,645.49
- [Costs to be added] \$ _____

Prothonotary costs \$47.00

CERTIFICATION

I certify that

- (a) This praecipe is based upon a judgment entered by confession, and
- (b) Notice has been served pursuant to Rule 2958.1 at least thirty days prior to the filing of this praecipe as evidenced by the docket.

Respectfully submitted,

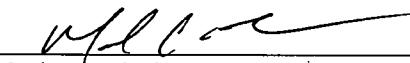
By: M.A.L.

Mark A. Lindsay, Esquire
Pa. ID No.: 89487
BABST, CALLAND, CLEMENTS
and ZOMNIR, P.C.
Two Gateway Center, 8th Floor
Pittsburgh, PA 15222
(412) 394-5400

CERTIFICATE OF SERVICE

The undersigned does hereby certify that the within *Praecipe to Reissue Writ of Execution Upon a Confessed Judgment* was served on this 21 day of January, 2009, via first class United States mail at the following address:

Joseph P. Olszewski
Shirley A. Olszewski
9 Christine Drive
McKees Rocks, PA 15136



Mark A. Lindsay, Esquire
Attorney for Plaintiff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

National City Bank

Vs.

NO.: 2007-00119-CD

Joseph P. Olszewski and
Shirley A. Olszewski

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against NATIONAL CITY BANK, Plaintiff(s) from JOSEPH P. OLSZEWSKI and SHIRLEY A. OLSZEWSKI, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
Personal Property

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

(4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$1,917,645.49
INTEREST FROM: \$
ATTY'S COMM: \$
DATE: 9/8/2008

PROTH. COSTS PAID: \$40.00 + 7.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Mark A. Lindsay, Esq.
Two Gateway Center, 8th Floor
Pittsburgh, PA 15222
(412) 394-5400

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,

CIVIL DIVISION

Plaintiff,

No. 2007-00119-CD

vs.

JOSEPH P. OLSZEWSKI and SHIRLEY A.
OLSZEWSKI, and the UNITED STATES OF
AMERICA,

PRAECIPE TO ENTER CONSENT
JUDGMENT

Defendant.

Filed on Behalf of Plaintiff
National City Bank

Counsel of Record for this Party:

Norman E. Gilkey, Esquire
Pa. I.D. No. 34310

Mark A. Lindsay, Esquire
Pa. I.D. No. 89487

BABST, CALLAND, CLEMENTS
& ZOMNIR, P.C.
Firm No. 812
Two Gateway Center
Pittsburgh, PA 15222
(412) 394-5400
mlindsay@bccz.com

FILED Atty Lindsay
01/11/09
JAN 28 2009
pd. 20.00
ICC Atty Lindsay
William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE TO ENTER CONSENT JUDGMENT

TO: PROTHONOTARY

Enter judgment against the Defendant, **United States of America**, in the aforementioned case pursuant to the terms of the Consent Judgment, attached hereto.

BABST, CALLAND, CLEMENTS & ZOMNIR, P.C.

Date: January 22, 2009

By: W.L.C.
Norman E. Gilkey, Esquire
Pa. I.D. #34310
Mark A. Lindsay, Esquire
Pa. I.D. #89487
Two Gateway Center, 8th Floor
Pittsburgh, PA 15222
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED
O 11:05 AM JAN 28 2009
2009
JAN 28 2009
Ang Lindsay
GK

NATIONAL CITY BANK,
Plaintiff,

)
)
)
)
)

No. 2007-00119-CD

v.
JOSEPH P. OLSZEWSKI and SHIRLEY A.
OLSZEWSKI and
THE UNITED STATES OF AMERICA
Defendants.

William A. Shaw
Prothonotary/Clerk of Courts

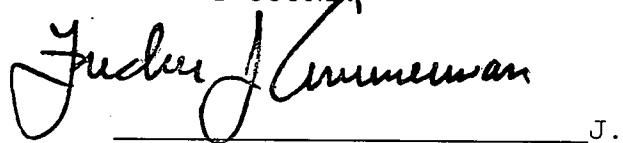
CONSENT JUDGMENT

AND NOW, to wit, this 28th day of January,
2009, it appearing that counsel for plaintiff and counsel for
defendant, United States of America, have consented to the entry
of the within Order on behalf of their respective clients, it is
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered
in favor of the plaintiff and against the United States of
America for foreclosure of the mortgage of plaintiff in the
within cause and for sale of the mortgaged property of
defendant(s) JOSEPH P. OLSZEWSKI AND SHIRLEY A. OLSZEWSKI.

It is further ORDERED, ADJUDGED and DECREED that defendant,
United States of America, shall be notified by plaintiff of the
date, time and place scheduled for any sheriff's sale of the real
property of the aforesaid defendant(s); that the United States of
America shall be entitled to payment from the proceeds of the
sheriff's sale to the extent its proper priority would entitle it
to the same; and that the United States of America shall be
entitled to redeem the aforesaid property within 120 days from
the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT,



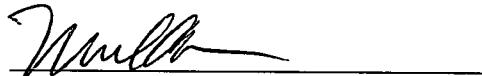
J.

Consented to by:



MARK A. LINDSAY, ESQ.

Counsel for Plaintiff



MICHAEL C. COLVILLE
Assistant U.S. Attorney
Counsel for Defendant
United States of America

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
Civil Division

NATIONAL CITY BANK,

Plaintiff,

No. 2007-00119-CD

vs.

JOSEPH P. OLSZEWSKI and SHIRLEY A.
OLSZEWSKI, and THE UNITED STATES
OF AMERICA,

Defendants.

To: Michael C. Colville
Assistant U.S. Attorney
U.S. Post Office and Courthouse
700 Grant St., Suite 4000
Pittsburgh, PA 15219

NOTICE OF JUDGMENT

You are hereby notified in accordance with the requirements of Pennsylvania Rule of Civil Procedure No. 236 that Judgment has been entered against you, pursuant to the terms of the Consent Judgment in the above matter on January , 2009.

This does not enter a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

NATIONAL CITY BANK,) CIVIL DIVISION
)
 Plaintiff,) No. 07-00119-CD
 v.)
) Code:
 JOSEPH P. OLSZEWSKI and)
 SHIRLEY A. OLSZEWSKI,)
)
 Defendants.) PRAECIPE FOR WRIT OF
) EXECUTION UPON A
) CONFESSED JUDGMENT
)
) Filed on behalf of:
)
) National City Bank
)
) Counsel of Record for this Party:
)
) Mark A. Lindsay
) Pa.I.D. # 89487
)
) BABST, CALLAND, CLEMENTS and
) ZOMNIR, P.C.
) Two Gateway Center, 8th Floor
) Pittsburgh, PA 15222
) (412) 394-5400
) Firm # 812

FILED Atty pd.
 M 10:55 AM 2009 2000
 FEB 23 2009
 ICC Atty
 William A. Shaw
 Prothonotary/Clerk of Courts
 to Shff
 (60)

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

NATIONAL CITY BANK,) CIVIL DIVISION
)
 Plaintiff,) No. 07-00119-CD
 v.)
) Code:
 JOSEPH P. OLSZEWSKI and)
 SHIRLEY A. OLSZEWSKI,)
)
 Defendants.)

**PRAECIPE FOR WRIT OF EXECUTION (ON REAL PROPERTY AND/OR
PERSONAL PROPERTY)
UPON A CONFESSED JUDGMENT**

To the Prothonotary:

Kindly issue a writ of execution (on real property and/or personal property) upon a judgment entered by confession in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against Joseph P. Olszewski and Shirley A. Olszewski, Defendants; and
- (3) and index this writ against Joseph P. Olszewski and Shirley A. Olszewski, Defendants.
- (4) Amount due \$1,917,645.49
- [Costs to be added] \$ _____

87.00 Prothonotary costs

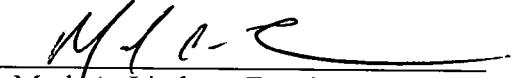
CERTIFICATION

I certify that

- (a) This praecipe is based upon a judgment entered by confession, and
- (b) Notice has been served pursuant to Rule 2958.1 at least thirty days prior to the filing of this praecipe as evidenced by the docket.

Respectfully submitted,

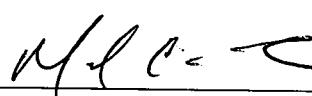
By:


Mark A. Lindsay, Esquire
Pa. ID No.: 89487
BABST, CALLAND, CLEMENTS
and ZOMNIR, P.C.
Two Gateway Center, 8th Floor
Pittsburgh, PA 15222
(412) 394-5400

CERTIFICATE OF SERVICE

The undersigned does hereby certify that the within *Praecipe for Writ of Execution*
Upon a Confessed Judgment was served on this 20 day of February, 2009, via first class United
States mail at the following address:

Joseph P. Olszewski
Shirley A. Olszewski
9 Christine Drive
McKees Rocks, PA 15136



Mark A. Lindsay, Esquire
Attorney for Plaintiff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

National City Bank

COPY

Vs.

NO.: 2007-00119-CD

Joseph P. Olszewski and Shirley A. Olszewski

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against NATIONAL CITY BANK, Plaintiff(s) from JOSEPH P. OLSZEWSKI and SHIRLEY A. OLSZEWSKI, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:
Real Property and/or Personal Property

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

(4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$1,917,645.49

PROTH. COSTS PAID: \$87.00

INTEREST FROM: \$

SHERIFF: \$

ATTY'S COMM: \$

OTHER COSTS: \$

DATE: 2/23/2009



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day

of _____ A.D. _____

At _____ A.M./P.M.

Requesting Party: Mark A. Lindsay, Esq.

Two Gateway Center, 8th Floor

Pittsburgh, PA 15222

(412) 394-5400

Sheriff

pd \$7.00 Atty
FILED 11:08 am JUL 22 2010
1cc Atty Lindsay

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,) CIVIL DIVISION
Plaintiff,) No. 2007-00119-CD
v.) Code:
JOSEPH P. OLSZEWSKI and) PRAECIPE TO SATISFY
SHIRLEY A. OLSZEWSKI, and) JUDGMENT
THE UNITED STATES OF) Filed on behalf of:
AMERICA,) Plaintiff, PNC Bank as Successor in Interest
Defendants.) to National City Bank
Counsel of Record for this Party:
Mark A. Lindsay
Pa.I.D. # 89487
BABST, CALLAND, CLEMENTS and
ZOMNIR, P.C.
Two Gateway Center, 8th Floor
Pittsburgh, PA 15222
(412) 394-5400
Firm # 812

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK,) CIVIL DIVISION
Plaintiff,) No. 2007-00119-CD
v.) Code:
JOSEPH P. OLSZEWSKI and)
SHIRLEY A. OLSZEWSKI, and)
THE UNITED STATES OF)
AMERICA,)
Defendants.)

PRAECIPE TO SATISFY JUDGMENT

TO: PROTHONOTARY

Kindly mark the judgment entered in the above-captioned matter as satisfied.

Dated: July 20, 2010

Respectfully submitted,


Mark A. Lindsay
(PA ID No. 89487)

Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center
Pittsburgh, PA 15222
(412) 394-5400

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within *Praecipe to Satisfy Judgment* was served this 20 day of July, 2010, by First Class U. S. Mail, postage prepaid, upon the parties listed below:

Phillip S. Simon, Esquire
603 Washington Road
Suite 401
Pittsburgh, PA 15228

By: 

Mark A. Lindsay
(PA ID No. 89487)

Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center
Pittsburgh, PA 15222
(412) 394-5400

Attorney for Plaintiff