

07-804-CD
Helen Woytek vs Deborah Bouch

[REDACTED]

George P. Elias
Attorney at Law
Certified Public Accountant

3502 Bigler Avenue
Northern Cambria, PA 15714

PHONE: (814) 948-9282
FAX: (814) 948-7020

November 5, 2007

07-1804-CD

TO: Clearfield County Prothonotary
PO Box 549
Clearfield, PA 16830

RE: Plaintiff: Helen A. Woytek
5040 Firetower Road
Mahaffey, PA 15757

Defendant: Deborah L. Bouch
9468 Burnside McGee Highway
Mahaffey, PA 15757

Attorney for Plaintiff: George P. Elias, Esquire
3502 Bigler Avenue
Northern Cambria, PA 15714
(814) 948-9282

FILED *Att. P. 2000*
11/12:53/01
NOV 06 2007 *Notice to Def.*
William A. Shaw
Prothonotary/Clerk of Courts *Statement to*
Att. Elias

JUDGMENT NOTE

\$90,000.00

November 5, 2007

Northern Cambria, Pennsylvania

FOR VALUE RECEIVED, without defalcation, and intending to be legally bound hereby, Deborah L. Bouch (hereafter called the "Maker") of 9468 Burnside McGee Highway, Mahaffey, Pennsylvania, 15757, hereby unconditionally promises, covenants and agrees to pay to the order of Helen A. Woytek (hereinafter called "Payee") of 5040 Firetower Road, Mahaffey, Pennsylvania, 15757, or at such other address as the Payee may from time to time designate in writing to Maker, the principal sum of Ninety Thousand dollars and 00/100 (\$90,000.00), together with interest at the rate of six percent (6.00%) per annum thereon in one hundred and eighty (180) equal monthly installments of Seven Hundred Fifty-nine 48/100 Dollars (\$759.48), principal and interest beginning on the **5th day December, 2007**, and following on the fifth day of each and every month thereafter.

The entire balance of principal and interest and all other amounts due hereunder shall be due on or before **November 5, 2022**, (hereafter called the "Maturity"). Principal and interest shall be due and payable as aforesaid without notice or demand.

If Maker shall fail to pay any installment when due or any balance at Maturity or default in any other provision herein, then Maker shall be in default (hereinafter "Default") and interest shall commence to accrue thereon until Maker's indebtedness to Payee is paid in full, including the period following entry of any judgment, at the rate of ten percent (10%) per annum.

Maker's obligations under this Note, and certain other obligations of the Maker to Payee, are secured pursuant to a certain Security Agreement dated as of the date hereof pursuant to which Maker has granted to Payee a lien and security interest in certain assets of Maker (hereinafter "Security Agreement").

All payments hereunder shall be in lawful money of the United States of America and shall be applied first to any unpaid costs or late charges due hereunder or under any instrument granting any collateral security for this Note, then to accrued interest, and last to the reduction of the outstanding principal balance. Maker shall have the right to prepay the principal balance of this Note, in whole or in part, at any time without penalty or premium, provided that any partial prepayment shall not have the effect of postponing or reducing the amount of any future monthly payments due hereunder.

This Note is issued pursuant to an Agreement of Sale - Business and Liquor License dated September 28, 2007, and Article of Agreement dated November 5, 2007.

WARRANT OF ATTORNEY TO CONFESS JUDGMENT--MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD, WITH OR WITHOUT DEFAULT, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MAKER FOR SUCH

SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS NOTE, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT, FOR LIEN PRIORITY PURPOSES, EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$ 1,000.00), ADDED FOR ATTORNEYS' COLLECTION FEES. TO THE EXTENT PERMITTED BY LAW, MAKER RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THIS NOTE, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF THE HOLDER OF THIS NOTE SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL NOTE AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MAKER SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED AS OFTEN AS THE HOLDER SHALL FIND IT NECESSARY AND DESIRABLE AND THIS NOTE SHALL BE A SUFFICIENT WARRANT THEREFORE. HOLDER MAY CONFESS ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNT OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME AMOUNT. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST MAKER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON MAKER'S BEHALF FOR ANY REASON, HOLDER IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST MAKER FOR ANY PART OR ALL OF THE AMOUNTS OWING HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS OR DEFECTS IN SUCH PRIOR PROCEEDINGS.

Maker hereby waives and releases all errors, defects and imperfections of a procedural nature in any proceedings instituted by the Payee under the terms of this Note as well as all benefit that might accrue to the Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process or extension of time for payment, as well as the right of inquisition on any real estate that may be levied upon under a judgment obtained by virtue hereof, and the Maker hereby voluntarily condemns the same and authorizes the entry of such voluntary condemnation on any writ of execution issued thereon, and agrees that such real estate may be sold upon any such writ in whole and in part in any order desired by the Payee.

This Note is executed and delivered in, and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Maker's obligations hereunder shall be binding upon Maker's heirs and assigns.

This Note may only be amended by written instrument executed by both Maker and Payee. This Note shall inure to the benefit of Payee, her heirs and assigns, and all Holders of this Note.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Maker has executed this Note under seal, as of the date and year first above written.

Jennifer S. Myers
Witness

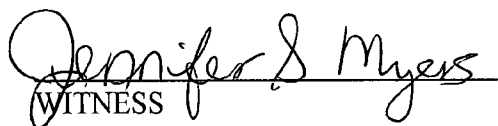
Deborah L. Bouch
Deborah L. Bouch

AFFIDAVIT TO ACCOMPANY JUDGMENT NOTE

Being duly sworn according to law, the undersigned deposes and says that:

1. Deborah L. Bouch individual who resides at 4578 Firetower Road, Mahaffey, Pennsylvania, 15757.
2. She is over twenty-one years of age, not within the military service of the United States and its allies nor otherwise within the civil relief provisions of the Soldiers and Sailors Civil Relief Act of 1947 as amended.
3. Deborah L. Bouch has purchased 4.908 acres of land including the buildings thereon situate in Bell Township, Clearfield County, Pennsylvania, with an address of 9468 Burnside McGee Highway, Mahaffey, Pennsylvania, 15757, including the business known as Sportsman's Bar, PA Liquor Control Board Restaurant Liquor License No. R12093, goods, inventory, supplies, furniture, fixtures, equipment and machinery from Helen A. Woytek, Creditor, in the total amount of \$90,000.00 and to secure said obligations has delivered to the Creditor the Judgment Note containing a Confession of Judgment
4. She understands that a confession of judgment allows for the entry of a judgment by confession against her and that said judgment encumbers all real estate and personal property she owns.
5. The purchase of the 4.908 acres of land including the buildings thereon situate in Bell Township, Clearfield County, Pennsylvania, with an address of 9468 Burnside McGee Highway, Mahaffey, Pennsylvania, 15757, including the business known as Sportsman's Bar, PA Liquor Control Board Restaurant Liquor License No. R12093, goods, inventory, supplies, furniture, fixtures, equipment and machinery was for commercial purposes and is being used by the Debtor/Borrower for the operation of a business, namely Sportsman's Bar, and not for personal, family or household use.

IN WITNESS WHEREOF and having induced the Creditor to complete the transaction as provided, the undersigned has executed this Affidavit on this 5th day of November, 2007.


WITNESS


DEBORAH L. BOUCH

STATE OF PENNSYLVANIA

*

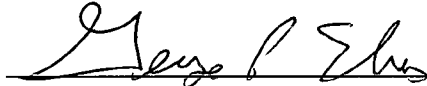
* SS:

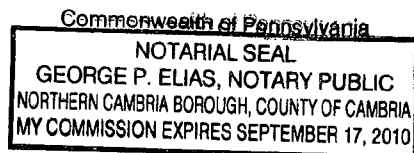
*

COUNTY OF CAMBRIA

On this, the 5th day of November, 2007, before me, the subscriber a notary public, personally appeared the above-named **DEBORAH L. BOUCH**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public



COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Helen Woytek

Vs.

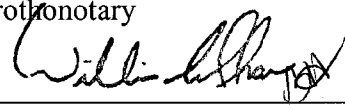
No. 2007-01804-CD

Deborah L. Bouch

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$90,000.00 on November 6, 2007.

William A. Shaw
Prothonotary



William A. Shaw

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

COPY

Helen Woytek
Plaintiff(s)

No.: 2007-01804-CD

Real Debt: \$90,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Deborah L. Bouch
Defendant(s)

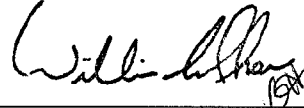
Entry: \$20.00

Instrument: Judgment Note

Date of Entry: November 6, 2007

Expires: November 6, 2012

Certified from the record this 6th day of November, 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