

07-1834-CD
First Comm vs Elk Parts et al

COMMONWEALTH OF PENNSYLVANIA
County of Elk

ss.

07-1834-CD

I, David A. Frey, Prothonotary in and for
said County, do hereby certify that the foregoing is a full, true and correct
copy.

as the same remains of record in the Prothonotary's Office at No. 2005-1056

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal

this 19th day of October A. D. 2007

David A. Frey

Prothonotary

I, Richard A. Masson, President Judge of the Fifty-Ninth Judicial District,
composed of the Counties of Elk and Cameron do certify that David A. Frey
by whom the annexed record, certificate and attestation were made and given, and who in his own proper
handwriting, thereunto subscribed his name and affixed the seal of the Prothonotary of said County was at the time
of so doing and now is Prothonotary in and for said county of Elk in the Commonwealth of Pennsylvania, duly
commissioned and qualified, to all of whose acts as such full faith and credit are and ought to be given as well in
Courts of judicature elsewhere, and that the said record, certificate and attestation are in due form of law, and made
by the proper officer.

Richard A. Masson

President Judge

COMMONWEALTH OF PENNSYLVANIA | ss.
County of Elk

I, David A. Frey, Prothonotary of the Court of Common Pleas in and for said
County, do certify that the Honorable Richard A. Masson, by whom the foregoing attestation was
made, and who has hereunto subscribed his name was at the time of making thereof and still is President Judge
of the Court of Common Pleas, Orphans' Court and Criminal Court in and for said County, duly commissioned and
qualified: to all whose acts as such full faith and credit are and ought to be given, as well in Courts of judicature or
elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
the seal of said Court, this 22nd day
of October, A. D. 2007

David A. Frey

Prothonotary

FILED
M 11:44 AM
NOV 09 2007
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
Of Fifty-Ninth Judicial District
Elk County Branch-Civil Action-Law
No. 2005-1056

FIRST COMMONWEALTH BANK

VS

ELK PARTS WAREHOUSE, INC.,
E & G AUTO PARTS, INC., MARC J.
GELFAND FAMILY PARTNERSHIP,
and MARC J. GELFAND, t/d/b/a
E & G AUTO SUPPLY

EXEMPLIFIED RECORD

From Elk County

Case No 2005-01056

Plaintiff:
FIRST COMMONWEALTH BANK

** (VS) **

Defendant:
ELK PARTS WAREHOUSE INC

E & G AUTO PARTS INC

MARC J GELFAND FAMILY PARTNERSHIP AND

GELFAND MARC J I/D/B/A

E & G AUTO SUPPLY

Certified to be a full, true and correct copy
of the original in my custody.

Dated: 10-22-2007

Attest: Suzanne H. Prothonotary
Suzanne H. Prothonotary Deputy Clerk

Case No 2005-01056
FIRST COMMONWEALTH BANK (VS) ELK PARTS WAREHOUSE INC ET AL

Date
Filed

FIRST ENTRY

- 1 12/22/05 CONFESSION OF JUDGMENT BY COMPLAINT, BY PROMISSORY NOTE BY COPY DATED 3-5-99. CONDITIONED FOR PYMT OF \$558,000.00 IN 144 CONSECUTIVE MTHLY PRINCIAL PYMT & INT IN AMT OF \$6,192.72 EA BEGINNING 5-1-99, W/ INT RATE OF 0.500%. CONTAINING A WARRANT OF ATTY, WHEREJUDGT IS ENTERED IN FAVOR OF PLT & AGAINST DEFTS FOR \$373,005.61, PLUS COSTS OF SUIT & INT, RELEASE OF ERRORS ETC. FILED BY ATTY FOR PLTF WITH CERTIFICATE OF RESIDENCE.
- 2 12/23/05 NOTICE & COPY OF JUDGMENT MAILED TO DEFENDANTS.
- 3 1/13/06 CERTIFICATE OF SERVICE OF THOMAS E. REIBER, ESQ. FILED WHEREBY SERVED THE NOTICE UNDER RULE 2958.1 OF JUDGMENT & EXECUTION UPON THE DEFENDANTS BY CERTIFIED MAIL RTN RECEIPT ON 1-4-06 (COPIES OF CERTIFIED MAIL RECEIPTS (EXHIBIT "A") ATTACHED.
- 4 10/19/07 LETTER DATED 10-17-07 REQUEST EXEMPLIFICATION OF THE RECORD BY DEBBIE PARANAY, PARALEGAL (TUCKER ARENSBERG, P.C.) FILED.

LAST ENTRY

Pd 16.50

TUCKER ARENSBERG

Attorneys

Debra J. Paranay 412.594.5554
Paralegal
dparanay@tuckerlaw.com

October 17, 2007

Office of the Elk County Prothonotary
P. O. Box 237
Ridgway, PA 15853

Re: First Commonwealth Bank vs. Elk Parts Warehouse, Inc.,
E & G Auto Parts, Inc., Marc J. Gelfand Family Partnership,
and Mark J. Gelfand, t/d/b/a E & G Auto Supply
No. 2005 - 1056

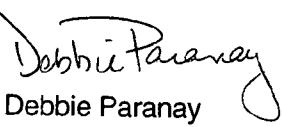
Dear Prothonotary:

Please provide to me in the return envelope enclosed, an exemplification of the record in the above captioned matter. I intend to transfer the Elk County judgment to Clearfield County, PA. I am enclosing our check in the amount of \$16.50 which your office quoted as the correct amount to cover your costs involved with this request.

Thank you for your assistance with this matter. If you have any questions, or if you need anything further from this office, please call me at the direct dial number above.

Very truly yours,

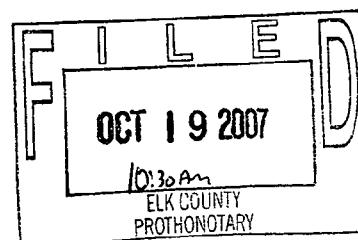
TUCKER ARENSBERG, P.C.


Debbie Paranay

Paralegal

:djp
Enclosures

310099.1:BF
11555-124417



IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

ELK PARTS WAREHOUSE, INC.,
E & G AUTO PARTS, INC., MARC J.
GELFAND FAMILY PARTNERSHIP,
and MARK J. GELFAND, t/d/b/a
E & G AUTO SUPPLY,

Defendants.

CIVIL DIVISION

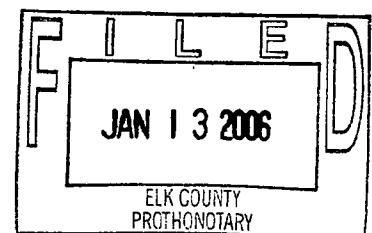
No. 2005 - 1056

CERTIFICATE OF SERVICE
UNDER RULE 2958.1

Filed on Behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of Record for This Party:

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



IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
)
Plaintiff,) No. 2005 - 1056
)
vs.)
)
ELK PARTS WAREHOUSE, INC.,)
E & G AUTO PARTS, INC., MARC J.)
GELFAND FAMILY PARTNERSHIP,)
and MARK J. GELFAND, t/d/b/a)
E & G AUTO SUPPLY,)
)
Defendants.)

CERTIFICATE OF SERVICE UNDER RULE 2958.1

The undersigned hereby certifies that service of the Notice Under Rule 2958.1 of Judgment and Execution thereon was served upon the Defendants by certified mail return receipt requested on January 4, 2006, which certified mail Notice was received by Defendants on January 6, 2006. True and correct copies of the certified mail receipts are attached hereto as Exhibit "A".

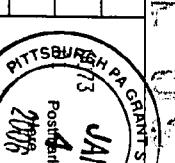
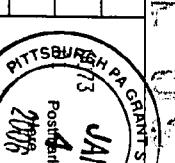
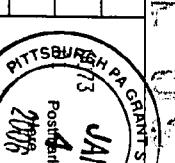
True and correct copies of the Notices Under 2958.1 are attached hereto.

TUCKER ARENSBERG, P.C.

By:

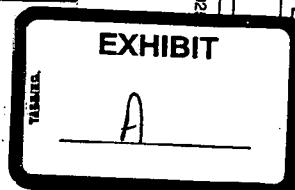


Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank,
Plaintiff

<p align="center">U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only. No Insurance Coverage Provided)</i></p> <p align="center">For delivery information visit our website at www.usps.com</p>																											
<table border="1"> <tr> <td align="center" colspan="2">RECEIVED BROCKPORT PA 15823</td> <td align="right" rowspan="2">  </td> </tr> <tr> <td align="center" colspan="2"> <table border="1"> <tr> <td align="center">Postage</td> <td align="right">\$ 00.37</td> </tr> <tr> <td align="center">Certified Fee</td> <td align="right">\$2.30</td> </tr> <tr> <td align="center">(Endorsement Required)</td> <td align="right">\$1.75</td> </tr> <tr> <td align="center">(Restriction Delivery Fee (Endorsement Required))</td> <td align="right">\$0.00</td> </tr> <tr> <td align="center" colspan="2">Total Postage & Fees</td> </tr> <tr> <td align="center" colspan="2">\$4.72</td> </tr> </table> </td> </tr> <tr> <td align="center" colspan="3"> Send To R.D. 1, BOX 215 <i>Street, Apt. No., Box No., or P.O. Box No.</i> City, State, Zip+4 Elk Parts Warehouse, 114th, 2006 </td> </tr> <tr> <td align="center" colspan="3"> <small>PS Form 3800, June 2002</small> </td> </tr> <tr> <td align="center" colspan="3"> <small>See Reverse for Instructions</small> </td> </tr> </table>		RECEIVED BROCKPORT PA 15823			<table border="1"> <tr> <td align="center">Postage</td> <td align="right">\$ 00.37</td> </tr> <tr> <td align="center">Certified Fee</td> <td align="right">\$2.30</td> </tr> <tr> <td align="center">(Endorsement Required)</td> <td align="right">\$1.75</td> </tr> <tr> <td align="center">(Restriction Delivery Fee (Endorsement Required))</td> <td align="right">\$0.00</td> </tr> <tr> <td align="center" colspan="2">Total Postage & Fees</td> </tr> <tr> <td align="center" colspan="2">\$4.72</td> </tr> </table>		Postage	\$ 00.37	Certified Fee	\$2.30	(Endorsement Required)	\$1.75	(Restriction Delivery Fee (Endorsement Required))	\$0.00	Total Postage & Fees		\$4.72		Send To R.D. 1, BOX 215 <i>Street, Apt. No., Box No., or P.O. Box No.</i> City, State, Zip+4 Elk Parts Warehouse, 114th, 2006			<small>PS Form 3800, June 2002</small>			<small>See Reverse for Instructions</small>		
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<small>See Reverse for Instructions</small>																											
<p align="center">SENDER: COMPLETE THIS SECTION</p> <p align="center">COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, on the front if space permits. <p>1. Article Addressed to:</p> <p align="center"><i>P.O. Box 215</i></p>																											
<p>Elk Parts Warehouse, Inc. R.D. 1, Box 215 Brockport, PA 15823</p>																											
<p>2. Article Number 7005 1160 0005 15</p> <p><i>(Transfer from service label)</i></p>																											
<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail</p>																											
<p>4. Restricted Delivery</p>																											

SENDER: COMPLETE THIS SECTION	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	
1. Article Addressed to:	
E & G Auto Parts, Inc. R.D. 1, Box 215 Brockport, PA 15823	
2. Article Number <i>(Transfer from service label)</i>	
PS Form 3811, February 2004 7005 <i>Domestic Return</i>	
3. Date of Delivery 1/6/06	
4. Addressee <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
5. Total Postage & Fees \$ 4.40	
6. Merchandise X/A	
7. Postage \$ 4.40	
8. Certified Fee \$ 0.00	
9. Return Receipt Fee (Endorsement Required) \$ 0.00	
10. Restricted Delivery Fee (Endorsement Required) \$ 0.00	
11. Total Postage & Fees \$ 4.40	
12. Sent To R.D. 1, E Street, Apt. No.: Brockport or PO Box No.: City, State, Zip, 4	
13. Yes	
PS Form 3800, June 2002	

COMPLETE THIS SECTION ON DELIVERY															
2, and 3. Also complete ind address on the reverse turn the card to you. o the back of the mailpiece, pace permits.															
to Parts, Inc. Box 215 , PA 15823															
Date 2004															
Domestic Return Receipt # 11555-124417															
<p>U.S. Postal ServiceTM CERTIFIED MAILTM RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i></p> <p>For delivery information visit our website at www.usps.com</p> <p>BRICKPORT PA 15823</p> <table border="1"> <tr> <td>Postage</td> <td>\$ 0.37</td> </tr> <tr> <td>Certified Fee</td> <td>\$ 2.30</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>\$ 1.75</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td>\$ 0.10</td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 6.42</td> </tr> <tr> <td colspan="2">01/04/2004</td> </tr> <tr> <td colspan="2">Sent To R.D. 1, Box 215 Street, Apt. No.: Brickport, PA 15823 City, State, Zip+4</td> </tr> </table> <p>P. O. Box 2</p> <p>X V. A. JONES</p> <p>B. Received by (Printed Name) J. M. HANCOCK, GENERAL MANAGER</p> <p>C. D. Is delivery address different from item 1 If YES, enter delivery address below: P. O. Box 2</p> <p>D. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee)</p>		Postage	\$ 0.37	Certified Fee	\$ 2.30	Return Receipt Fee (Endorsement Required)	\$ 1.75	Restricted Delivery Fee (Endorsement Required)	\$ 0.10	Total Postage & Fees	\$ 6.42	01/04/2004		Sent To R.D. 1, Box 215 Street, Apt. No.: Brickport, PA 15823 City, State, Zip+4	
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Total Postage & Fees	\$ 6.42														
01/04/2004															
Sent To R.D. 1, Box 215 Street, Apt. No.: Brickport, PA 15823 City, State, Zip+4															



U.S. Postal Services
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you, or on the front if space permits.

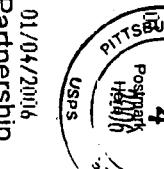
1. Article Addressed to:

Marc J. Gelfand, i/d/b/a
 E & G Auto Supply
 772 Treasure Lake
 DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions.

Postage	\$ 00.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees \$ 4.42	
Sent To R.D. 1, Box 215	
Street, Apt. BROCKPORT, PA 15823	
or PO Box No.	
City, State, ZIP+4	



PS Form 3811, February 2004

Domestic Return Receipt

7005 1160 0005 1507 9814

11555-124417 102595-02-M-1540

SENDER: COMPLETE THIS SECTION	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature Marc J. Gelfand	
X Marc J. Gelfand Agent <input type="checkbox"/>	
B. Received by (Printed Name) Marc J. Gelfand C. Date of Delivery 1/16/04	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Return Receipt for Merchandise	
If YES, enter delivery address below: DuBois, PA 15801	
E. Service Types <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

U.S. Postal Service CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
SENDER: COMPLETE THIS SECTION	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature Marc J. Gelfand	
X Marc J. Gelfand Agent <input type="checkbox"/>	
B. Received by (Printed Name) Marc J. Gelfand C. Date of Delivery 1/16/04	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Return Receipt for Merchandise	
If YES, enter delivery address below: DuBois, PA 15801	
E. Service Types <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Addressed to:	
(Transfer from service label)	
7005 1160 0005 1507 9807	
PS Form 3800, June 2002	
See Reverse for Instructions	

2. Article Number (Transfer from service label)	
7005 1160 0005 1507 9807	
PS Form 3811, February 2004	
Domestic Return Receipt 11555-124417 102595-02-M-1540	
PS Form 3800, June 2002	
See Reverse for Instructions	

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
Plaintiff,)	No. 2005 - 1056
vs.)	
ELK PARTS WAREHOUSE, INC.,)	
E & G AUTO PARTS, INC., MARC J.)	
GELFAND FAMILY PARTNERSHIP, and)	
MARK J. GELFAND, t/d/b/a E & G AUTO)	
SUPPLY,)	
Defendants.)	

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

NOTICE OF DEFENDANT'S RIGHTS

To: E & G Auto Parts, Inc.
R.D. 1, Box 215
Brockport, PA 15823

A judgment in the amount of **\$373,005.61** has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

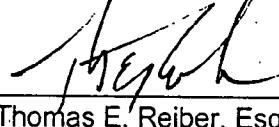
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

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

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

David A. Frey, Prothonotary
Elk County Courthouse
Ridgway, Pennsylvania 15853
Telephone: (814) 776-5344

TUCKER ARENSBERG, P.C.


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

Attorneys for First Commonwealth Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
)	
Plaintiff,)	No. 2005 - 1056
)	
vs.)	
)	
ELK PARTS WAREHOUSE, INC.,)	
E & G AUTO PARTS, INC., MARC J.)	
GELFAND FAMILY PARTNERSHIP, and)	
MARK J. GELFAND, t/d/b/a E & G AUTO)	
SUPPLY,)	
)	
Defendants.)	

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

NOTICE OF DEFENDANT'S RIGHTS

To: Marc J. Gelfand Family Partnership
R.D. 1, Box 215
Brockport, PA 15823

A judgment in the amount of **\$373,005.61** has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

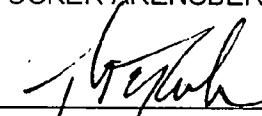
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David A. Frey, Prothonotary
Elk County Courthouse
Ridgway, Pennsylvania 15853
Telephone: (814) 776-5344

TUCKER ARENSBERG, P.C.


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

Attorneys for First Commonwealth Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
)	
Plaintiff,)	No. 2005 - 1056
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vs.)	
)	
ELK PARTS WAREHOUSE, INC.,)	
E & G AUTO PARTS, INC., MARC J.)	
GELFAND FAMILY PARTNERSHIP, and)	
MARK J. GELFAND, t/d/b/a E & G AUTO)	
SUPPLY,)	
)	
Defendants.)	

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

NOTICE OF DEFENDANT'S RIGHTS

To: Marc J. Gelfand, i/d/b/a
E & G Auto Supply
772 Treasure Lake
DuBois, PA 15801

A judgment in the amount of **\$373,005.61** has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

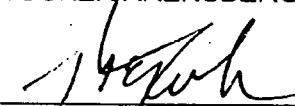
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

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

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

David A. Frey, Prothonotary
Elk County Courthouse
Ridgway, Pennsylvania 15853
Telephone: (814) 776-5344

TUCKER ARENSBERG, P.C.


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

Attorneys for First Commonwealth Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
)
Plaintiff,) No. 2005 - 1056
)
vs.)
)
ELK PARTS WAREHOUSE, INC.,)
E & G AUTO PARTS, INC., MARC J.)
GELFAND FAMILY PARTNERSHIP, and)
MARK J. GELFAND, t/d/b/a E & G AUTO)
SUPPLY,)
)
Defendants.)

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

NOTICE OF DEFENDANT'S RIGHTS

To: Elk Parts Warehouse, Inc.
R.D. 1, Box 215
Brockport, PA 15823

A judgment in the amount of **\$373,005.61** has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

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

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Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

Attorneys for First Commonwealth Bank, Plaintiff

8/1/2005 refund 59.75
to Deltco
copy & notice
12-23-05

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 2005-1056

vs.

ELK PARTS WAREHOUSE, INC.,
E & G AUTO PARTS, INC., MARC J.
GELFAND FAMILY PARTNERSHIP, and
MARC J. GELFAND, t/d/b/a E & G AUTO
SUPPLY,

Defendants.

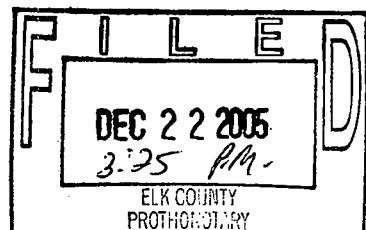
COMPLAINT IN
CONFESSION OF JUDGMENT

Filed on Behalf of:
FIRST COMMONWEALTH BANK, Plaintiff

Counsel for Plaintiff:

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

BANK_FIN:259012-1 011555-124417



ACT 105 OF 2000 NOTICE

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

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

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

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

(a) (1) Relief From a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only

(i) in support of a further request for a stay of execution where the court has stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and

(ii) as provided by Pennsylvania Rule of Civil Procedure 2958.3 or Rule 2973.3.

(3) If written notice is served upon the petitioner pursuant to Rule 2956.1(c)(2) or Rule 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.

(b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.

(c) A party waives all defenses and objections which are not included in the petition or answer.

(d) The petition and the rule to show cause and the answer shall be served as provided in Rule 440 (see text of Rule 440 reprinted below).

(e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which a jury trial would require the issues to be submitted to the jury the court shall open the judgment.

(f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment is pending.

Rule 440. Service of Legal Papers other than Original Process

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

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

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

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

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

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

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

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

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

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
Plaintiff,) No. 2005-1056
vs.)
ELK PARTS WAREHOUSE, INC., E & G)
AUTO PARTS, INC., MARC J. GELFAND)
FAMILY PARTNERSHIP, and MARC J.)
GELFAND, i/d/b/a E & G AUTO SUPPLY,)
Defendants.)

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, First Commonwealth Bank, by and through its counsel, Tucker Arensberg, P.C., avers as follows:

1. Plaintiff, First Commonwealth Bank, (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendant, Elk Parts Warehouse, Inc. ("Elk") is a Pennsylvania corporation with a last know address of RD 1, Box 215, Brockport, PA 15823.
3. Defendant, E & G Auto Parts, Inc. ("E&G") is a Pennsylvania corporation with a last know address of RD 1, Box 215, Brockport, PA 15823.
4. Defendant Marc J. Gelfand Family Partnership ("Family Partnership") is believed to be an unregistered general partnership existing under the laws of the Commonwealth of Pennsylvania and with a last known address of RD 1, Box 215, Brockport, PA 15823.

5. Defendant Marc J. Gelfand ("**Gelfand**", and with Elk, E&G, and Family Partnership are collectively hereinafter referred to as "**Borrowers**") is an adult individual trading and doing business as E & G Auto Supply, and with a last known address of 772 Treasure Lake, DuBois, PA 15801

6. On or about March 5, 1999, Borrowers executed and delivered to the Plaintiff a Promissory Note in the original principal amount of \$558,000.00 (the "Note"). A true and correct copy of the Note is attached hereto, incorporated herein, and labeled as Exhibit "A".

7. The Note contains a warrant of attorney whereby Borrowers authorized the Bank to act as their lawful agent and attorney-in-fact for the purpose of entering judgment against Borrowers and in favor of Bank, without notice or demand.

8. Borrowers are in default under the Note for failure to make payment when due.

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

10. The Note has not been assigned.

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

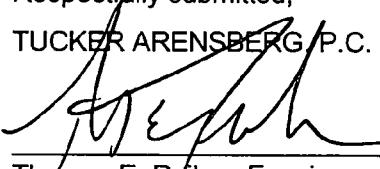
12. As of October 15, 2005, the amount due from Borrower to Plaintiff pursuant to the Note is Three Hundred Seventy Three Thousand Five and 61/100 Dollars (\$373,005.61), plus costs of suit and interest, computed as follows:

Principal Debt	\$333,275.26
Accrued Interest through October 15, 2005	5,515.46
(accruing daily in the amount of \$41.659407)	
Late Charges:	887.36
Attorney's fees of 10%	<u>33,327.53</u>
Total:.....	\$373,005.61

Plus interest accruing after October 15, 2005 at the contract rate and costs and expenses of suit.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendants, Elk Parts Warehouse, Inc., E & G Auto Parts, Inc., Marc J. Gelfand Family Partnership, and Marc J. Gelfand, i/d/b/a E & G Auto Supply, on the Note in the amount of Three Hundred Seventy Three Thousand Five and 61/100 Dollars (\$373,005.61), plus interest thereon at the contract rate after October 15, 2005, plus costs and expenses of suit and such other relief as this court deems appropriate.

Respectfully submitted,
TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela M. Sheffler, Esquire
Pa. I.D. No. 90855
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Counsel for First Commonwealth Bank,
Plaintiff

Date: December 20, 2005

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
)
Plaintiff,) No. 2005-1056
)
vs.)
)
ELK PARTS WAREHOUSE, INC., E & G)
AUTO PARTS, INC., MARC J. GELFAND)
FAMILY PARTNERSHIP, and MARC J.)
GELFAND, i/d/b/a E & G AUTO SUPPLY,)
)
Defendants.)

CONFESION OF JUDGMENT

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

Principal Debt	\$333,275.26
Accrued Interest Through October 15, 2005	5,515.46
(accruing daily in the amount of \$41.659407)	
Late Charges:.....	887.36
Attorney's fees of 10%	<u>33,327.53</u>
Total:.....	\$373,005.61

Plus interest accruing after October 15, 2005 at the contract rate and costs and expenses of suit.



Attorney for Defendants
pro hac vice

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
)
Plaintiff,) No. _____
)
vs.)
)
ELK PARTS WAREHOUSE, INC., E & G)
AUTO PARTS, INC., MARC J. GELFAND)
FAMILY PARTNERSHIP, and MARC J.)
GELFAND, i/d/b/a E & G AUTO SUPPLY,)
)
Defendants.)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of Plaintiff is:

First Commonwealth Bank
654 Philadelphia Street
P.O. Box 400
Indiana, Pennsylvania 15701-0400

and the last known address of the Defendants is:

Elk Parts Warehouse, Inc.
RD 1, Box 215
Brockport, PA 15823

E & G Auto Parts, Inc.
RD 1, Box 215
Brockport, PA 15823

Marc J. Gelfand Family Partnership
RD 1, Box 215
Brockport, PA 15823

Marc J. Gelfand, i/d/b/a
E & G Auto Supply
772 Treasure Lake
DuBois, PA 15801

By:


TUCKER APENSBERG, P.C.

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela M. Sheffler, Esquire
Pa. I.D. No. 90855
Attorney for First Commonwealth Bank,
Plaintiff

PROMISSOR NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$558,000.00	03-05-1999	04-01-2011					PXH	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND DB/VA E & G AUTO SUPPLY ("Borrower") promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Fifty Eight Thousand & 00/100 Dollars (\$558,000.00), together with interest on the unpaid principal balance from March 5, 1999, until paid in full.

Lender: Deposit Bank, a division of First Commonwealth Bank
Loan Administration
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

Principal Amount: \$558,000.00

Date of Note: March 5, 1999

PROMISE TO PAY. ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND DB/VA E & G AUTO SUPPLY ("Borrower") promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Fifty Eight Thousand & 00/100 Dollars (\$558,000.00), together with interest on the unpaid principal balance from March 5, 1999, 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:

144 consecutive monthly principal and interest payments in the initial amount of \$6,192.72 each, beginning May 1, 1999, with interest calculated on the unpaid principal balances at an interest rate of 0.500 percentage points over the Index described below. Borrower's final payment of \$6,192.72 will be due on April 1, 2011. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

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

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the HIGHEST PRIME RATE QUOTED IN THE MIDWEST EDITION OF THE WALL STREET JOURNAL (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 5 YEARS. The Index currently is 7.750% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. **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: THE UNDERSIGNED SHALL HAVE THE RIGHT TO PREPAY THIS NOTE AT ANYTIME IN CONSIDERATION OF 1% OF THE THEN OUTSTANDING PRINCIPAL BALANCE IN ADDITION TO ALL OTHER SUMS THEN DUE AND OWING. 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, they will reduce the principal balance due and may result in Borrower making fewer payments.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (i) Lender in good faith deems itself insecure.

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

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also 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 and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by 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. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. 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. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

COLLATERAL. This Note is secured by, in addition to any other collateral, a Mortgage dated March 5, 1999, to Lender on real property located in ELK County, Commonwealth of Pennsylvania, a Mortgage dated March 5, 1999, to Lender on real property located in JEFFERSON County, Commonwealth of Pennsylvania, and a Mortgage dated March 5, 1999, to Lender on real property located in ELK County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

LATE CHARGE. A late charge will be assessed in the amount of 5.00% of the total payment amount, not to exceed \$250.00 nor be less than \$25.00, for any regular payment or portion thereof, that remains unpaid for more than fifteen (15) days beyond the payment due date.

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

YEAR 2000 PROVISIONS. The Year 2000 Problem has not resulted in, and will not result in a material adverse change to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, and has not and will not impair materially the ability of the Borrower to duly and punctually pay or perform any of its obligations owed to the Lender. From time to time, within twenty (20) days after any request by the Lender, the Borrower shall deliver to the Lender a written report as to its compliance efforts in connection with the Year 2000 Problem, in such detail as

EXHIBIT

A

the Lender may reasonably request. In addition, the Borrower shall, upon any request of the Lender, permit the Lender, upon reasonable notice and during normal business hours, to meet with the Borrower's information systems and technologies employees and/or outside providers, to discuss the status of the Borrower's compliance efforts in connection with the Year 2000 Problem and the actual and anticipated costs thereof. The Borrower shall take all action necessary to insure that the computer-based systems utilized by the Borrower are able to effectively process data and perform functions, including without limitation as to dates on and after December 31, 1999, such that no material adverse change to the Borrower's business, properties, assets, financial condition, results of operations or prospects will result. For purposes of this provision, "Year 2000 Problem" means the risk that computer applications used by or for the benefit of the Borrower may be unable to recognize or properly perform date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest 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. 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 and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event, not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

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

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

ELK PARTS WAREHOUSE INC., E & G AUTO PARTS INC., MARC J. GELFAND FAMILY PARTNERSHIP AND MARC J. GELFAND D/B/A E & G AUTO SUPPLY

By:  (SEAL)
MARC J. GELFAND, PRESIDENT, ELK PARTS WAREHOUSE INC.

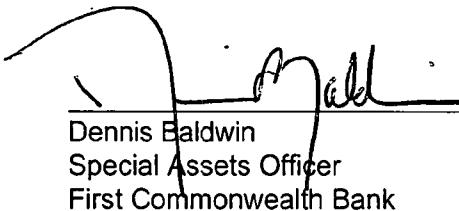
By:  (SEAL)
MARC J. GELFAND, PRESIDENT, E & G AUTO PARTS INC.

By:  (SEAL)
MARC J. GELFAND, GENERAL PARTNER, MARC J. GELFAND FAMILY PARTNERSHIP

By:  (SEAL)
MARC J. GELFAND, D/B/A E & G AUTO SUPPLY

VERIFICATION

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



Dennis Baldwin
Special Assets Officer
First Commonwealth Bank

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
)
Plaintiff,) No. _____
)
vs.)
)
ELK PARTS WAREHOUSE, INC., E & G)
AUTO PARTS, INC., MARC J. GELFAND)
FAMILY PARTNERSHIP, and MARC J.)
GELFAND, i/d/b/a E & G AUTO SUPPLY,)
)
Defendants.)

AFFIDAVIT

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



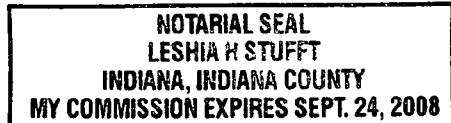
Dennis Baldwin
Special Assets Officer
First Commonwealth Bank

Sworn to and subscribed before me
this 18th day of October, 2005.

Leslia H. Stuft
Notary Public

My commission expires: 9-24-08

COMMONWEALTH OF PENNSYLVANIA



IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
Plaintiff,) No. 2005-1056
vs.)
ELK PARTS WAREHOUSE, INC., E & G)
AUTO PARTS, INC., MARC J. GELFAND)
FAMILY PARTNERSHIP, and MARC J.)
GELFAND, i/d/b/a E & G AUTO SUPPLY,)
Defendants.)

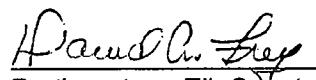
NOTICE OF ENTRY OF JUDGMENT

To: E & G Auto Parts, Inc.
RD 1, Box 215
Brockport, PA 15823

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on 12-22, 2005.

The amount of the judgment is **\$373,005.61**, plus interest accruing at the contract rate and
costs and expenses of suit.

A copy of the complaint is enclosed.



Prothonotary, Elk County

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
Plaintiff,) No. 2005-1054
VS.)
ELK PARTS WAREHOUSE, INC., E & G)
AUTO PARTS, INC., MARC J. GELFAND)
FAMILY PARTNERSHIP, and MARC J.)
GELFAND, i/d/b/a E & G AUTO SUPPLY,)
Defendants.)

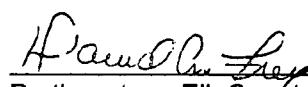
NOTICE OF ENTRY OF JUDGMENT

To: Marc J. Gelfand Family Partnership
RD 1, Box 215
Brockport, PA 15823

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on 12-22, 2005.

The amount of the judgment is **\$373,005.61**, plus interest accruing at the contract rate and
costs and expenses of suit.

A copy of the complaint is enclosed.



Prothonotary, Elk County

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
Plaintiff,) No. 2005-1056
vs.)
ELK PARTS WAREHOUSE, INC., E & G)
AUTO PARTS, INC., MARC J. GELFAND)
FAMILY PARTNERSHIP, and MARC J.)
GELFAND, i/d/b/a E & G AUTO SUPPLY,)
Defendants.)

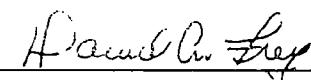
NOTICE OF ENTRY OF JUDGMENT

To: Marc J. Gelfand, i/d/b/a
E & G Auto Supply
772 Treasure Lake
DuBois, PA 15801

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on 12-22, 2005.

The amount of the judgment is **\$373,005.61**, plus interest accruing at the contract rate and
costs and expenses of suit.

A copy of the complaint is enclosed.



Prothonotary, Elk County

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
Plaintiff,) No. 2005-1056
vs.)
ELK PARTS WAREHOUSE, INC., E & G)
AUTO PARTS, INC., MARC J. GELFAND)
FAMILY PARTNERSHIP, and MARC J.)
GELFAND, i/d/b/a E & G AUTO SUPPLY,)
Defendants.)

NOTICE OF ENTRY OF JUDGMENT

To: Elk Parts Warehouse, Inc.
RD 1, Box 215
Brockport, PA 15823

You are hereby notified that a judgment was entered against you by confession in the
above captioned proceeding on 12-22, 2005.

The amount of the judgment is **\$373,005.61**, plus interest accruing at the contract rate and
costs and expenses of suit.

A copy of the complaint is enclosed.

Harold A. Hey

Prothonotary, Elk County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

vs.

ELK PARTS WAREHOUSE, INC.,
E & G AUTO PARTS, INC., MARC J.
GELFAND FAMILY PARTNERSHIP,
and MARK J. GELFAND, t/d/b/a
E & G AUTO SUPPLY,

Defendants.

No. 07-1834-CD

PRAECIPE TO TRANSFER
AND FOR ENTRY OF JUDGMENT

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of Record for this Party:

Thomas E. Reiber, Esquire
Pa. I.D. #41825
Michael J. Stauber, Esquire
Pa. I.D. No. 201022
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

FILED Atty pd 20.00
m/14/07 NO CC
NOV 09 2007
Notice to Def.
William A. Shaw
Prothonotary/Clerk of Courts Gelfand t/d/b/a E & G
Auto Supply

IN THE COURT OF COMMON PLEAS OF CLEVERELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

PLATE COUNTY COMMERCE BANK

No. _____

Plaintiff

Defendant

ERICKSON'S AUTO HOUSE, INC.
EGG COTTAGE INN, INC.
GLENWOOD INN, INC. LA PARADES
EGG AUTO SUPPLY,
EGG AUTO SUPPLY, INC.

Defendants

PLAINTIFF TO DEFENDANT AND
FOR ENTITLEMENT OF INFORMATION

TO: Jefferson County, Commercial County

Plaintiff to the Superior Court of Pennsylvania, please issue to Plaintiff
and Defendants in the Court of Common Pleas of Elk County, Pennsylvania, et al.,
2008-1088, to Jefferson County, Pennsylvania, and index it in front of Plaintiff, First
Commonwealth Bank, and others Defendants, which, collectively, do business as E&G Auto Supply, in the
amount of \$323,000.00, plus interest and costs of suit.

THOMAS A. REASBECK, P.C.

Thomas A. Reasbeck, Esquire
P.O. Box 41825
Highland, Pennsylvania 15651
P.O. Box 501025
1500 Old Penn Highway
Pittsburgh, Pennsylvania 15255
(412) 263-1215

Attorney for Plaintiff
Pittsburgh

11-000-15411
11-000-15412

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
)
Plaintiff,) No. _____
)
vs.)
)
ELK PARTS WAREHOUSE, INC.,)
E & G AUTO PARTS, INC., MARC J.)
GELFAND FAMILY PARTNERSHIP,)
and MARK J. GELFAND, t/d/b/a)
E & G AUTO SUPPLY,)
)
Defendants.)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

AFFIDAVIT

Before me, the undersigned, a Notary Public, in and for said Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn deposes and says the following:

1. The last known address of Defendant, Marc J. Gelfand, t/d/b/a E & G Auto Supply is:
772 Treasure Lake
DuBois, Pennsylvania 15801

2. The address of the Plaintiff is:
654 Philadelphia Street
Indiana, Pennsylvania 15701-0400

3. The attached judgment is valid, enforceable and unsatisfied and should be indexed against Defendant, Marc J. Gelfand, t/d/b/a E & G Auto Supply.



Thomas E. Reiber, Esquire

Sworn to and subscribed before me
this _____ day of November, 2007.

Notary Public
My Commission Expires:

311106.1:BF/#124417

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION

Plaintiff,)

vs.)

ELK PARTS WAREHOUSE, INC.,)
E & G AUTO PARTS, INC., MARC J.)
GELFAND FAMILY PARTNERSHIP,)
and MARK J. GELFAND, t/d/b/a)
E & G AUTO SUPPLY,)

Defendants.)

No. 07-1834-CD

OPY

NOTICE OF JUDGMENT

TO: Marc J. Gelfand
t/d/b/a E & G Auto Supply
772 Treasure Lake
DuBois, PA 15801

You are hereby notified that a judgment has been entered against you in the above-captioned matter on November 9, 2007 in the amount of **\$373,005.61**, plus interest and costs of suit.

Willie Shaffer
Prothonotary, Clearfield County

311106.1:BF
11555-124417

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

COPY

First Commonwealth Bank
Plaintiff(s)

No.: 2007-01834-CD

Real Debt: \$373,005.61

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Elk Parts Warehouse, Inc.
E & G Auto Parts, Inc.
Marc J. Gelfand Family Partnership
Mark J. Gelfand
E & G Auto Supply
Defendant(s)

Entry: \$20.00

Instrument: Transfer Judgment from Elk
County, PA against Mark J. Gelfand, t/d/b/a
E&G Auto Supply ONLY

Date of Entry: November 9, 2007

Expires: November 9, 2012

Certified from the record this 9th 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

ELK PARTS WAREHOUSE, INC.,
E & G AUTO PARTS, INC., MARC J.
GELFAND FAMILY PARTNERSHIP,
and MARK J. GELFAND, t/d/b/a
E & G AUTO SUPPLY,

Defendants.

CIVIL DIVISION

No. 07-1834-CD

PRAECIPE TO SETTLE AND
DISCONTINUE AND SATISFY JUDGMENT
AS TO MARK J. GELFAND, t/d/b/a
E & G AUTO SUPPLY ONLY

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Michael J. Stauber, Esquire
Pa. I.D. No. 201022
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
Telephone: (412) 566-1212

S
FILED pd \$7.00 Atty
m 11:20 am DEC 18 2008 ICC Atty Reiber
DEC 18 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,) CIVIL DIVISION
Plaintiff,) No. 07-1834-CD
vs.)
ELK PARTS WAREHOUSE, INC.,)
E & G AUTO PARTS, INC., MARC J.)
GELFAND FAMILY PARTNERSHIP,)
and MARK J. GELFAND, t/d/b/a)
E & G AUTO SUPPLY,)
Defendants.)

PRAEICE TO SETTLE AND DISCONTINUE AND SATISFY JUDGMENT
AS TO MARK J. GELFAND, t/d/b/a E & G AUTO SUPPLY ONLY

TO: PROTHONOTARY, CLEARFIELD COUNTY

FIRST COMMONWEALTH BANK, the Plaintiff named in the above entitled judgment, for and in consideration of an amount agreed to between it and MARK J. GELFAND, does hereby satisfy said Judgment against said Defendant MARK J. GELFAND, t/d/b/a E & G AUTO SUPPLY only.

The Prothonotary is directed to mark the aforesaid Judgment against MARK J. GELFAND, t/d/b/a E & G AUTO SUPPLY only as being satisfied. The Judgment of the Plaintiff against ELK PARTS WAREHOUSE, INC., E & G AUTO PARTS, INC., MARC J. GELFAND FAMILY PARTNERSHIP, shall remain of record.

TUCKER ARENSBERG, P.C.

By:



Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Michael J. Stauber, Esquire
Pa. I.D. No. 201022
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

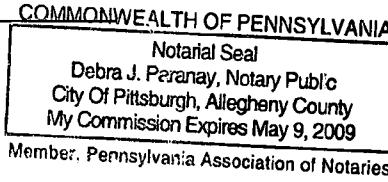
Attorneys for First Commonwealth Bank, Plaintiff

Sworn to and subscribed before me
this 16th day of December, 2008.



Debra J. Peranay
Notary Public

My Commission Expires:



341585.1:BF/#11555-124417