

07-1835-CD  
First Comm. Vs Elk Parts Warehouse al

COMMONWEALTH OF PENNSYLVANIA  
County of Elk

ss.

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

07-1835-CD

as the same remains of record in the Prothonotary's Office at No. 2005-1057

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

this 19th day of October, A. D. ~~19~~ 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  
County of Elk

ss.

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. ~~19~~ 2007

David A. Frey

Prothonotary

FILED

NOV 20 2007

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. 2005-1057**

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 2005-01057

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 & I AUTO SUPPLY

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

Dated: 10-22-2007  
Attest: *Sybil H. Kronenwetter*  
Deputy Clerk

Case No 2005-01057

FIRST COMMONWEALTH BANK (VS) ELK PARTS WAREHOUSE INC ET AL

Date  
Filed

FIRST ENTRY

1 12/22/05 CONFESSION OF JUDGMENT BY COMPLAINT, NOTE BY COPY DATED 3-5-99.  
CONDITIONED FOR PYMT OF \$350,000.00. PYMTS OF \$4,292.85, BEGINNING  
1 MO FROM MONTH OF THIS NOTE; CONTAINING A WARRANT OF ATTY, WHEREIN  
JDGT IS ENTERED IN FAVOR OF PLTF & AGAINST DEFTS FOR \$176,121.99,  
PLUS COSTS OF SUIT & INT, REALSE 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  
DEFENDANTS BY CERTIFIED MAIL RETURN RECEIPT ON 1-4-06 (COPIES OF  
CERTIFIED RTN RECEIPT (EXHIBIT "A") ATTACHED.

4 10/19/07 LETTER DATED 10-17-07 REQUESTING EXEMPLIFICATION OF THE RECORD BY  
DEBBIE PARANAY, PARALEGAL (TUCKER ARESNBERG, P.C.) FILED.

LAST ENTRY

pd  
16.50

**TUCKER ARENSBERG**  
Attorneys

Debra J. Paraney 412.594.5554  
Paralegal  
dparaney@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 - 1057

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,

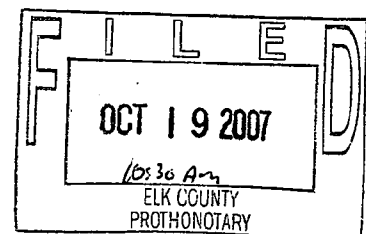
TUCKER ARENSBERG, P.C.

*Debbie Paraney*

Debbie Paraney  
Paralegal

:djp  
Enclosures

310097.1: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

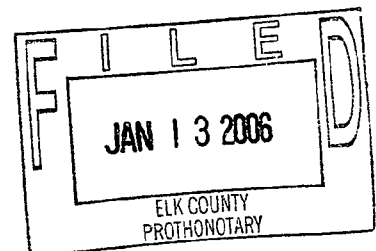
No. 2005 - 1057

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 - 1057
	)	
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

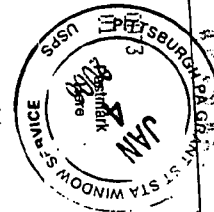


2005 1160 0005 1507 9876

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage \$ 40.37  
Certified Fee \$2.30  
Return Receipt Fee (Endorsement Required) \$1.75  
Restricted Delivery Fee (Endorsement Required) \$0.00  
Total Postage & Fees \$44.42



01/04/2006

Sent To **Elk Parts Warehouse, Inc.**  
R.D. 1, Box 215  
Brockport, PA 15823  
City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- 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:

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

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature *Wm. J. Gargano* ☒ Agent
- B. Received by (Printed Name) *Wm. J. Gargano* ☐ Addressee
- C. Date of Delivery *1/6/06*
- D. Is delivery address different from item 1? ☒ Yes  
If YES, enter delivery address below:  
*P.O. Box 215*

**3. Service Type**

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.
- ☐ Restricted Delivery? (Extra Fee)
- ☐ Yes

2. Article Number (Transfer from service label) **7005 1160 0005 1507 9876**

PS Form 3811, February 2004 *58A* Domestic Return Receipt *11555-124417* 102595-02-M-15-00

**SENDER: COMPLETE THIS SECTION**

- 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

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature *Wm. J. Gargano* ☒ Agent
- B. Received by (Printed Name) *Wm. J. Gargano* ☐ Addressee
- C. Date of Delivery *1/6/06*
- D. Is delivery address different from item 1? ☒ Yes  
If YES, enter delivery address below:  
*P.O. Box 215*

**3. Service Type**

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.
- ☐ Restricted Delivery? (Extra Fee)
- ☐ Yes

2. Article Number (Transfer from service label) **7005 1160 0005 1507 9838**

PS Form 3811, February 2004 *58A* Domestic Return Receipt *11555-124417* 102595-

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage \$ 40.37  
Certified Fee \$2.30  
Return Receipt Fee (Endorsement Required) \$1.75  
Restricted Delivery Fee (Endorsement Required) \$0.00  
Total Postage & Fees \$44.42



01/04/2006

Sent To **E & G Auto Parts, Inc.**  
R.D. 1, Box 215  
Brockport, PA 15823  
City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

EXHIBIT

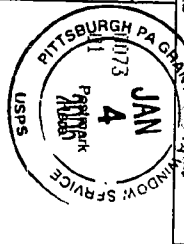
A

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

PS Form 3800, June 2002

Postage	\$ 10.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$14.42



Sent to R.D. 1, Box 215  
Marc J. Gelfand Family Partnership  
Street, Apt. Brockport, PA 15823  
City, State, ZIP+4

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- 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.

Article Addressed to:

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

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature Marc J. Gelfand ☒ Agent ☐ Addressee
- B. Received by (Printed Name) Marc J. Gelfand C. Date of Delivery 1/4/06
- D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

P.O. Box 215

2. Article Number

(Transfer from service label)

2005 1160 0005 1507 9852

PS Form 3811, February 2004 SBA

Domestic Return Receipt

15555-124417

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- 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.

Article Addressed to:

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

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature Marc J. Gelfand ☒ Agent ☐ Addressee
- B. Received by (Printed Name) Marc J. Gelfand C. Date of Delivery 1/4/06
- D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type  
☒ Certified Mail ☐ Express Mail ☒ Return Receipt for Merchandise  
☐ Registered ☐ C.O.D.  
☐ Insured Mail

4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

2. Article Number  
(Transfer from service label)

2005 1160 0005 1507 9859

PS Form 3811, February 2004 SBA

Domestic Return Receipt

15555-124417

102595-02-M-1540

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

PS Form 3800, June 2002

Postage	\$ 10.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$14.42

Sent to E & G Auto Supply  
772 Treasure Lake  
Street, Apt. No. DuBois, PA 15801  
City, State, ZIP+4



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 - 1057.
	)	
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 **\$176,121.99** 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.

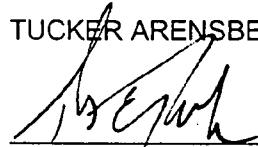
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

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 - 1057
	)	
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**

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R.D. 1, Box 215  
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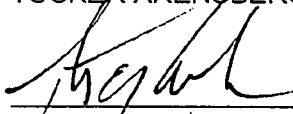
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

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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 - 1057
	)	
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  
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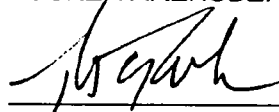
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David A. Frey, Prothonotary  
Elk County Courthouse  
Ridgway, Pennsylvania 15853  
Telephone: (814) 776-5344

TUCKER ARENSBERG, P.C.



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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 - 1057
	)	
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

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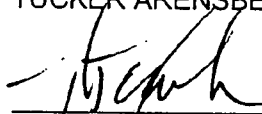
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David A. Frey, Prothonotary  
Elk County Courthouse  
Ridgway, Pennsylvania 15853  
Telephone: (814) 776-5344

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

pd  
2025  
Copy Notice Def  
12-23-05

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  
MARC J. GELFAND, t/d/b/a E & G AUTO  
SUPPLY,

Defendants.

CIVIL DIVISION

No. 2005-1057

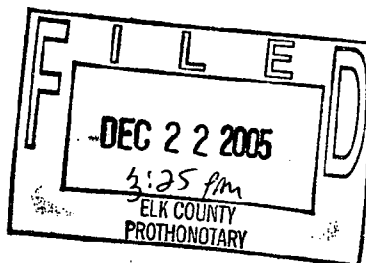
COMPLAINT IN  
CONFESSION OF JUDGMENT

Filed on Behalf of:  
FIRST COMMONWEALTH BANK, Plaintiff

Counsel for Plaintiff:

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

BANK\_FIN:259018-1 011555-124417



(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,

Plaintiff,

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.

CIVIL DIVISION

No. 2005-1057

**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 US Small Business Administration Note in the original principal amount of \$350,000.00 (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 One Hundred Seventy Six Thousand One Hundred Twenty One and 99/100 Dollars (\$176,121.99), plus costs of suit and interest, computed as follows:

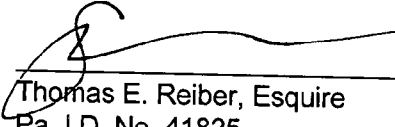
Principal Debt .....	\$158,347.48
Accrued Interest through October 15, 2005 .....	1,386.08
(accruing daily in the amount of \$19.522280)	
Late Charges: .....	553.68
Attorney's fees of 10% .....	<u>15,834.75</u>
Total: .....	\$176,121.99

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 One Hundred Seventy Six Thousand One Hundred Twenty One and 99/100 Dollars (\$176,121.99), 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.

Date: December 21<sup>st</sup>, 2005



---

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

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 MARC J.  
GELFAND, i/d/b/a E & G AUTO SUPPLY,

Defendants.

CIVIL DIVISION

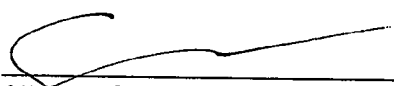
No. 2005-1057

**CONFESSION 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 .....	\$158,347.48
Accrued Interest through October 15, 2005 .....	1,386.08
(accruing daily in the amount of \$19.522280)	
Late Charges: .....	553.68
Attorney's fees of 10% .....	<u>15,834.75</u>
Total: .....	\$176,121.99

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,

Plaintiff,

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.

CIVIL DIVISION

No. \_\_\_\_\_

**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

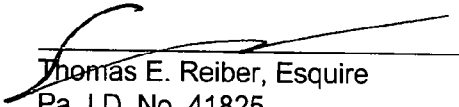
Marc J. Gelfand Family Partnership  
RD 1, Box 215  
Brockport, PA 15823

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

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

TUCKER ARENSBERG, P.C.

By:

  
Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825

Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
Attorney for First Commonwealth Bank,  
Plaintiff



## NOTE

SBA Loan #	PLP 259-303-4008
SBA Loan Name	E&G Auto Parts Inc
Date	March 5, 1999
Loan Amount	\$350,000.00
Interest Rate	8.25% variable, Prime plus .50%
Borrower	E&G Auto Parts, Inc; E&G Auto Supply; Marc J Gelfand Family Partnership; Elk Parts Warehouse Inc
Operating Company	N/A
Lender	First Commonwealth Bank t/a Deposit Bank

## 1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of

three hundred fifty thousand & no/100

Dollars,

interest on the unpaid principal balance, and all other amounts required by this Note.

## 2. DEFINITIONS:

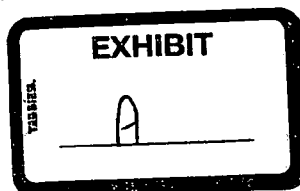
"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.



3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The initial rate on this Note will Fluctuate. The initial interest rate is 8.25% per year. This initial rate in the prime rate on the date SBA received the loan application, plus .50%.

Borrower must pay principal and interest payments of \$4,292.85 every month, beginning one month from the month of this Note; payments must be made on the first calendar day in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Lender may adjust the interest rate for the first time no earlier than the first calendar day of the first month after initial disbursement. The interest rate will then be adjusted every 5 years (the "change period").

The "Prime Rate" is the prime rate published in the Wall Street Journal, in effect on the first business day of the month in which a change occurs.

The adjusted interest rate will be .50% above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

All remaining principal and accrued interest is due and payable 10 year(s) from date of Note.

Borrower agrees that if default occurs on this Note or on any other outstanding SBA or SBA-guaranteed loan, Lender has the option to make this Note and such other loans immediately due and payable.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

4. RIGHT TO PREPAY:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- A. Give Lender written notice;
- B. Pay all accrued interest; and
- C. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph B.

If Borrower does not prepay within 60 days from the date Lender receives the notice, Borrower must give Lender a new notice.

5. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

6. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

7. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

8. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

9. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

10. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

II. STATE-SPECIFIC PROVISIONS:

The undersigned hereby authorizes and empowers any attorney or clerk of any court of record in the United States or elsewhere to appear for and, with or without declaration filed, confess judgment against the undersigned in favor of the holder, assignee or successor of holder of this note, at any term, for the full or total amount of this note, together with all "indebtedness" provided for therein, with costs of suit and attorney's commission of ten (10) percent for collection; and the undersigned expressly releases all errors, waives all stay of execution, rights of inquisition and extension upon any levy upon real estate and all exemption of property from levy and sale upon any execution hereon, and the undersigned expressly agrees to condemnation and expressly relinquishes all rights to benefits or exemptions under any and all exemption laws now in force or which may hereafter be enacted.

12. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

This is a joint and several obligation  
E&G Auto Parts Inc

x Marc J. Gelfand

x Marc J. Gelfand (Corporate Seal)  
Secretary  
E&G Auto Supply

x Marc J. Gelfand

Marc J Gelfand Family Partnership

x Marc J. Gelfand

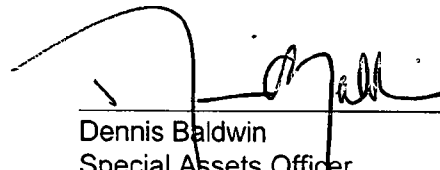
Elk Parts Warehouse, Inc

x Marc J. Gelfand

x Marc J. Gelfand (Corporate Seal)  
Secretary

**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.

A handwritten signature in black ink, appearing to read 'Dennis Baldwin', is written over a horizontal line.

Dennis Baldwin  
Special Assets Officer  
First Commonwealth Bank



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 MARC J.  
GELFAND, i/d/b/a E & G AUTO SUPPLY,

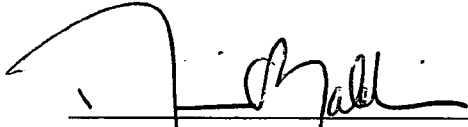
Defendants.

CIVIL DIVISION

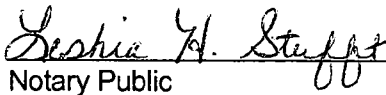
No. 2005-1057

**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 18<sup>th</sup> day of October, 2005.

  
Notary Public

My commission expires: 9-24-08

BANK\_FIN:259018-1 011555-124417

**COMMONWEALTH OF PENNSYLVANIA**

**NOTARIAL SEAL  
LESHIA H STUFFT  
INDIANA, INDIANA COUNTY  
MY COMMISSION EXPIRES SEPT. 24, 2008**

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 MARC J.  
GELFAND, i/d/b/a E & G AUTO SUPPLY,

Defendants.

CIVIL DIVISION

No. 2005-1057

**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 **\$176,121.99**, plus interest accruing at the contract rate and  
costs and expenses of suit.

A copy of the complaint is enclosed.

*Francis A. Lutz*

Prothonotary, Elk County

IN THE COURT OF COMMON PLEAS OF ELK COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. <u>2005-1057</u>
	)	
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 **\$176,121.99**, plus interest accruing at the contract rate and  
costs and expenses of suit.

A copy of the complaint is enclosed.

David A. Hey  
Prothonotary, Elk County

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 MARC J.  
GELFAND, i/d/b/a E & G AUTO SUPPLY,

Defendants.

CIVIL DIVISION

No. 2005-1057

**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 **\$176,121.99**, plus interest accruing at the contract rate and  
costs and expenses of suit.

A copy of the complaint is enclosed.

*David R. Ley*

\_\_\_\_\_  
Prothonotary, Elk County

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 MARC J.  
GELFAND, i/d/b/a E & G AUTO SUPPLY,

Defendants.

CIVIL DIVISION

No. 2005-1057

**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 **\$176,121.99**, plus interest accruing at the contract rate and  
costs and expenses of suit.

A copy of the complaint is enclosed.

*Donald R. Hey*  
Prothonotary, Elk County

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. 07-1835-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**

NOV 09 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd.  
20.00

Notice to Def.

Mark J. Gelfand

+ldbla E & G Auto  
Supply

Statement to Atty

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

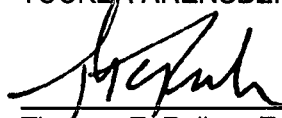
No. \_\_\_\_\_

**PRAECIPE TO TRANSFER AND  
FOR ENTRY OF JUDGMENT**

TO: Prothonotary, Clearfield County:

Pursuant to the attached Exemplification of Record, please transfer the judgment which was originally entered in the Court of Common Pleas of Elk County, Pennsylvania, at Case No. 2005-1057, to Clearfield County, Pennsylvania, and index it in favor of Plaintiff, First Commonwealth Bank, and against Defendant, Mark J. Gelfand, t/d/b/a E & G Auto Supply, in the amount of \$176,121.99 plus interest and costs of suit.

TUCKER ARENSBERG, P.C.



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

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. \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

SS:

**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:

311121.1:BF/#124417



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

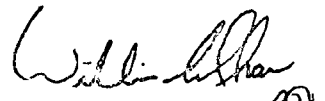
No. 07-1835-CD

COPY

**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 **\$176,121.99**, plus interest and costs of suit.



Prothonotary, Clearfield County

COPY

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

First Commonwealth Bank  
Plaintiff(s)

No.: 2007-01835-CD

Real Debt: \$176,121.99

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)

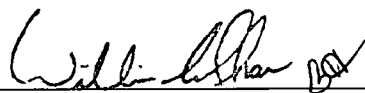
Entry: \$20.00

Instrument: Transfer Judgment from Elk Co.,  
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. 07-1835-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

<sup>5</sup> FILED pd \$7.00 Atty  
m/1:30pm 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. 07-1835-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.	)	

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

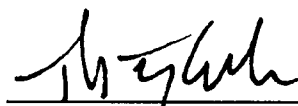
TO: PROTHONOTARY, CLEARFIELD COUNTY

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.

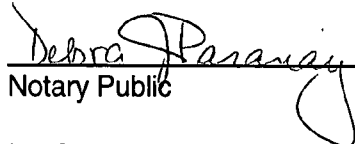
TUCKER ARENSBERG, P.C.

By:

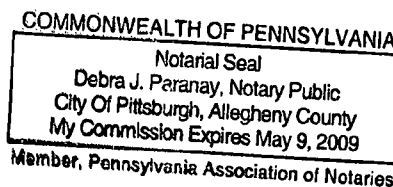


Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank, Plaintiff

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

  
Notary Public

My Commission Expires:



341582.1:BF/#11555-124417