

08-11-CD  
Sky Bank vs Jason Thatcher al

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA  
OFFICE OF THE PROTHONOTARY

SKY BANK

vs

JASON G. THATCHER D/B/A  
JAY'S MOBILE WASH

08-11-CD

No. 31664 Year 2007

**CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT**

I, Nancy Werme, PROTHONOTARY of the Court of Common Pleas of **BEAVER** County, Pennsylvania, do hereby certify that the following is a true, correct and full copy of the docket entries in the above captioned case:

**See Attached Docket for all Entries:**

**August 6, 2007-Complaint in Confession of Judgment, entered against the defendants in the amount of \$102,434.53 plus costs and interest.**  
**Notice of Judgment Mailed: August 7, 2007.**

I further certify that judgment was entered in favor of **SKY BANK** and against **JASON G. THATCHER D/B/A JAY'S MOBILE WASH** on the **6TH** day of **AUGUST, 2007**, in the above captioned case in the amount of **\$102,434.53** IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the **31ST** day of **DECEMBER A.D. 2007**.

JUDGMENT..	<b>\$102,434.53</b>
Int. from:	
BEAVER COUNTY, costs	\$100.50
This record..	\$16.00

Attorney for Plaintiff: **J. Michael McCague**

**FILED** Atty's  
m/j: 59/2008 pd. 2000  
JAN 07 2008 pd. 2000  
(m)

William A. Shaw  
Prothonotary/Clerk of Court  
Notice to Def.  
Statement to Atty

*Nancy Werme*

Nancy Werme, Prothonotary

*P. Sprecher*  
Deputy Prothonotary

DEPUTY ELECTRIC NOTARY  
MY COMMISSION EXPIRED  
THE FIRST MONDAY OF 2008

2007-31664 SKY BANK (vs) JASON G THATCHER DBA

Reference No...: Case Type.....: COMP IN CONFESSION  
 Judgment.....: 102434.53  
 Judge Assigned:  
 Disposed Desc.: ----- Case Comments -----

Filed.....: 8/06/2007  
 Time.....: 2:18  
 Execution Date: 0/00/0000  
 Jury Trial...:  
 Disposed Date: 0/00/0000  
 Higher Crt 1.:  
 Higher Crt 2.:

\*\*\*\*\*  
General Index\*\*\*\*\*  
Attorney Info

SKY BANK  
10 E. MAIN STREET  
SALINEVILLE OH 43945

PLAINTIFF

MCCAGUE, J. MICHAEL

THATCHER JASON G D/B/A  
3976 JORDAN STREET  
HOUGH HEIGHTS PA 15081

DEFENDANT

JAYS MOBILE WASH  
3976 JORDAN STREET  
HOUGH HEIGHTS PA 15081

ETAL DEFENDANT

\*\*\*\*\*  
Judgment Index Amount Date Desc  
 THATCHER JASON G D/B/A 102,434.53 8/06/2007 COMP IN CONF OF JUDG  
 JAYS MOBILE WASH ETAL 102,434.53 8/06/2007 COMP IN CONF OF JUDG

\*\*\*\*\*  
\* Date Entries \*  
\*\*\*\*\*

8/06/2007 ----- FIRST ENTRY -----  
 ELECTRONICALLY FILED ENTRY: COMPLAINT IN CONFESSION OF JUDGMENT,  
 AGAINST THE DEFENDANTS IN THE AMOUNT OF \$102,434.53 PLUS COSTS AND  
 INTEREST.  
 REFERENCE NO.: 15840860  
 NOTICE OF JUDGMENT MAILED: 8-7-07

10/12/2007 ----- ELECTRONICALLY FILED ENTRY: SHERIFF'S RETURN NOT FOUND AS TO JASON  
 G. THATCHER DBA, FILED. SHERIFF (BEAVER) PAID \$50.00.  
 REFERENCE NO.: 16649121

10/16/2007 ----- ELECTRONICALLY FILED ENTRY: AFFIDAVIT OF SERVICE OF NOTICE OF  
 DEPOSITION AS TO DEPONENT, SUSAN G. THATCHER, ON OCT. 2, 2007.  
 REFERENCE NO.: 16690903

10/16/2007 ----- ELECTRONICALLY FILED ENTRY: MOTION TO COMPEL ATTENDANCE AT  
 DEPOSITION  
 REFERENCE NO.: 16694657

10/16/2007 ----- ELECTRONICALLY FILED ENTRY: PROPOSED ORDER, FILED.  
 REFERENCE NO.: 16694657

10/19/2007 ----- ELECTRONICALLY FILED ENTRY: PRAECIPE TO WITHDRAW MOTION TO COMPEL  
 ATTENDANCE AT DEPOSITION  
 REFERENCE NO.: 16745310

10/29/2007 ----- ELECTRONICALLY FILED ENTRY: ORDER OF COURT FILED. ORDER: 26TH DAY  
 OF OCT. 2007, IT IS ORDERED THAT: DEFENDANT IS TO APPEAR FOR HIS  
 DEPOSITION NOV. 13, 2007 AT 10:00 A.M. AT BEAVER COUNTY BAR  
 ASSOCIATION 788 TURNPIKE ST. BEAVER, PA. FAILURE OF DEFENDANT TO  
 APPEAR WILL RESULT IN SANCTIONS BEING IMPOSED UPON DEFENDANT  
 FOLLOWING APPLICATION TO THE COURT.  
 BY THE COURT: S/C. GUS KWIDIS, J.  
 REFERENCE NO.: 16841603

10/30/2007 ----- A COPY OF THE ORDER DATED OCTOBER 26 2007 WAS E-SENT TO J. MICHAEL  
 MCCAGUE ATTORNEY(S) FOR THE PLAINTIFF AND JASON G. TATCHER AND  
 JAYS MOBILE WASH FOR THE DEFENDANT BY U.S. MAIL. EC  
 ----- LAST ENTRY -----

\*\*\*\*\*  
 Copy of Case \*\*\* \*\*\*\*\*  
 do certify this 12th day of November 2007  
 copy of Case in the record  
 Date 12-31-07  
 P.S.  
 By

2007-31664 SKY BANK (vs) JASON G THATCHER DBA

Reference No...: Case Type.....: COMP IN CONFESSION  
 Judgment.....: 102434.53  
 Judge Assigned:  
 Disposed Desc.: ----- Case Comments -----

Filed.....: 8/06/2007  
 Time.....: 2:18  
 Execution Date: 0/00/0000  
 Jury Trial...:  
 Disposed Date: 0/00/0000  
 Higher Crt 1.:  
 Higher Crt 2.:

\* \* \* \* \* Fees & Debits Escrow Information \* \* \* \* \*

	Beg Bal	Pymts/Adj	End Bal
JCP SURCHARGE	10.00	10.00	.00
ACT 164	5.00	5.00	.00
E-FILE PER PAGE	11.00	11.00	.00
COMP IN CONFESS	14.00	14.00	.00
TAX	.50	.50	.00
EX. RECORD TO	16.00	16.00	.00
-----	-----	-----	-----
	56.50	56.50	.00

\* \* \* \* \* End of Case Information \* \* \* \* \*

I, Nancy Herine, Prothonotary of the  
 Court of Common Pleas of Beaver County,  
 do certify that this is a true and correct  
 copy of the original record.  
 Date: 12-31-07 Nancy Herine  
 Prothonotary  
 P.S.  
 By: Deputy

**Judgment Entered**  
Aug 6 2007 2:30PM  
**Seal affixed on the above date**  
/s/ Nancy Werme

Case Number:31664-2007

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

Sky Bank

CIVIL DIVISION

Plaintiff,

No. 31664-2007

v.

Code:

Jason G. Thatcher d/b/a  
Jay's Mobile Wash

COMPLAINT IN  
CONFESSION OF JUDGMENT

Defendant(s).

Filed on behalf of: Plaintiff,  
Sky Bank

Counsel of Record for this  
Party:

J. Michael McCague  
Pa. I.D. #42993

GRIFFITH, MCCAGUE & WALLACE, PC  
Firm No. 508

The Gulf Tower, 38<sup>th</sup> Floor  
Pittsburgh, PA 15219  
(412) 803-3690

THIS IS A COMMERCIAL TRANSACTION

I, Nancy Werme, Prothonotary of the  
Court of Common Pleas of Beaver County,  
do certify that this is a true and correct  
copy of the original record.

Date: 12-31-07 Nancy Werme

Prothonotary

By: P.S.

Deputy

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

Sky Bank

Civil Division

Plaintiff,

No:

v.

Jason G. Thatcher d/b/a  
Jay's Mobile Wash

Defendant(s).

**COMPLAINT IN CONFESSION OF JUDGMENT**

AND NOW, comes the Plaintiff, Sky Bank, by and through its attorneys, Griffith, McCague & Wallace, P.C. and files as and for its Complaint in Confession of Judgment the following:

1. Plaintiff is Sky Bank having its principal place of business at 10 E. Main Street, Salineville, OH 43945.
2. The Defendant is Jason G. Thatcher d/b/a Jay's Mobile Wash having a last known address at 3976 Jordan Street, Hough Heights, PA 15081.

Count I

3. On or about November 15, 2005, Plaintiff made a loan to Defendant in the principal amount of \$50,000.00 (the "Loan"), as evidenced by that certain Promissory Note (the "Note"), a true and correct copy of which is attached hereto as Exhibit "A".

4. An event of Default has occurred within the meaning of the Note as the result of, inter alia, the Defendant's failure to have made payment as demanded by Plaintiff. All notice requirements have been fulfilled. The Note has been accelerated.

5. The Note has not been assigned.
6. Plaintiff is the holder of the Note.
7. Judgment has not been entered on the Note against Defendant in this or any other jurisdiction.
8. The amount due from Defendant to Plaintiff for which judgment is authorized is

computed as follows:

Unpaid Principal Balance	\$49,800.34
Interest to June 12, 2007	\$ 2,047.35
Late fees:	\$ 138.55
Attorney's Fee at 10%	\$ 5,198.62
<b>TOTAL</b>	<b>\$57,184.86</b>

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

10. The underlying transaction, as evidenced in part by Exhibit "A", is a commercial transaction.

11. By agreement, for purposes of entry of judgment, 10% is the attorney commission, but Bank does not assert that the obligation to pay counsel fees shall exceed fees actually incurred in the collection of the debt.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against the Defendant, in the amount of \$57,184.86 plus costs, late charges of 5% or \$50.00 per month as defined in the Note and interest at the post-judgment rate of 18% as provided in Exhibit "A".

Count II

12. On or about August 11, 2005, Plaintiff made a loan to Defendant in the principal amount of \$50,000.00 (the "Loan"), as evidenced by that certain Promissory Note (the "Note"), a true and correct copy of which is attached hereto as Exhibit "B".

13. An event of Default has occurred within the meaning of the Note as the result of, inter alia, the Defendant's failure to have made payment as demanded by Plaintiff. All notice requirements have been fulfilled. The Note has been accelerated.

14. The Note has not been assigned.
15. Plaintiff is the holder of the Note.
16. Judgment has not been entered on the Note against Defendant in this or any other jurisdiction.

17. The amount due from Defendant to Plaintiff for which judgment is authorized is computed as follows:

Unpaid Principal Balance	\$39,024.21
Interest to June 12, 2007	\$ 1,802.43
Late fees:	\$ 309.42
Attorney's Fee at 10%	\$ 4,113.61
<b>TOTAL</b>	<b>\$45,249.67</b>

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

19. The underlying transaction, as evidenced in part by Exhibit "B", is a commercial transaction.

20. By agreement, for purposes of entry of judgment, 10% is the attorney commission, but Bank does not assert that the obligation to pay counsel fees shall exceed fees actually incurred in the collection of the debt.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against the Defendant, in the amount of \$45,249.67 plus costs, late charges of 5% or \$50.00 per month as defined in the Note and interest at the post-judgment rate of 18% as provided in Exhibit "B".

**TOTAL AMOUNT OF COUNTS I AND II: \$102,434.53**

Respectfully submitted,

GRIFFITH, MCCAGUE & WALLACE, P.C.



J. Michael McCague  
The Gulf Tower, 38<sup>th</sup> Floor  
Pittsburgh, PA 15219  
(412) 803-3690  
PA I.D. No. 42993



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.  
Any item above containing \*\*\*\*\* has been omitted due to text length limitations.

**Borrower:** Jason G. Thatcher DBA: Jay's Mobile Wash  
3976 Jordan Street  
South Heights, PA 15081

**Lender:** SKY BANK  
CORPORATE OFFICE  
10 E MAIN STREET  
PO BOX 247  
SALINEVILLE, OH 43946

**Principal Amount:** \$60,000.00

**Initial Rate:** 8.750%

**Date of Note:** November 15, 2005

**PROMISE TO PAY.** Jason G. Thatcher ("Borrower") promises to pay to SKY BANK ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of Fifty Thousand & 00/100 Dollars (\$60,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in full immediately upon Lender's demand. Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 15, 2005, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied to accrued unpaid interest, principal, late charge, fees and any other sum due to Lender under this Note in such order as Lender may determine from time to time in its sole discretion. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the "Money Rates" column of *The Wall Street Journal*, and if more than one Prime Rate or a range of Prime Rates has been published, the highest Prime Rate will be used (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. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 7.000% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.750 percentage points over the Index, resulting in an initial rate of 8.750% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: SKY BANK, CORPORATE OFFICE, 10 E MAIN STREET, PO BOX 247, SALINEVILLE, OH 43946.

**LATE CHARGE.** If a regularly scheduled interest payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$60.00, whichever is greater. If Lender demands payment of this loan, and Borrower does not pay the loan in full within 10 days after Lender's demand, Borrower also will be charged either 5.000% of the sum of the unpaid principal plus accrued unpaid interest or \$60.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 18.000% per annum. The interest rate will not exceed the maximum rate permitted by law applicable to this Note at the time judgment is entered.

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

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

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

**Default in Favor of Third Parties.** Borrower or any Grantor 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.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** 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 if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) 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



**PROMISSORY NOTE  
(Continued)**

writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

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

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

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE**

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A  
SEALED INSTRUMENT ACCORDING TO LAW.

**BORROWER.**

 (Seal)  
Margaret Thatcher

Journal of Health Politics, Policy and Law, Vol. 30, No. 4, December 2005  
DOI 10.1215/03616878-30-4 © 2005 by the Southern Political Science Association



## PROMISSORY NOTE

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.  
Any item above containing \*\*\*\* has been omitted due to text length limitations.

**Borrower:** Jason G. Thatcher DBA: Jay's Mobile Wash  
3978 Jordan St.  
South Heights, PA 15081

**Lender:** SKY BANK  
CORPORATE OFFICE  
10 E MAIN STREET  
PO BOX 247  
SALINEVILLE, OH 43945

**Principal Amount:** \$60,000.00

**Initial Rate:** 7.500%

**Date of Note:** \_\_\_\_\_

**PROMISE TO PAY.** Jason G. Thatcher ("Borrower") promises to pay to SKY BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand & 00/100 Dollars (\$50,000.00), together with interest on the unpaid principal balance from August 11, 2005, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 89 payments of \$1,006.33 each payment and an irregular last payment estimated at \$1,006.12. Borrower's first payment is due September 15, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on August 15, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to accrued unpaid interest, principal, late charges, fees and any other sums due to Lender under this Note in such order as Lender may determine from time to time in its sole discretion. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the "Money Rates" column of *The Wall Street Journal*, and if more than one Prime Rate or a range of Prime Rates has been published, the highest Prime Rate will be used (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. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 6.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1,000 percentage point over the Index, resulting in an initial rate of 7.500% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) Increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: SKY BANK, CORPORATE OFFICE, 10 E MAIN STREET, PO BOX 247, SALINEVILLE, OH 43945.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 6.000% of the regularly scheduled payment or \$60.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 18.000% per annum. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered.

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

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

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

**Default in Favor of Third Parties.** Borrower or any Grantor 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.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provision.** 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 if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) 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

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PROMISSORY NOTE  
(Continued)

Loan No: 1100350616

Page 2

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.

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

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

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

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of COLUMBIANA County, State of Ohio.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by a lien on all business assets now owned or hereafter acquired by Borrower.

**DEPOSITORY.** Borrower shall maintain its main depository accounts with Lender during the term of this loan.

**PURPOSE.** This Loan is for the purpose of providing funds for a reimbursement for a purchase of equipment.

**PATRIOT ACT COMPLIANCE.** Borrower shall, within five (5) business days of written request from Lender, provide (or cause to be provided) any documentation or information reasonably requested by Lender for the purpose of verifying the identity of Borrower, any Guarantor, or any person that has authority over or control of the Note account, in accordance with the requirements of Section 326 of the USA Patriot Act.

**ADDITIONAL EVENT(S) OF DEFAULT.** It will also be an Event of Default if any of the following occur: (a) Borrower or any Guarantor fails, within thirty (30) days of Lender's written request, to provide Lender with (i) copies of annual Federal income tax returns, signed and dated, and/or (ii) copies of year end financial statements, including a balance sheet and income statement, or annually updated, personal financial statements, as applicable; or (b) Borrower's name, or the name of any Guarantor, or any individual that has or will have authority over or control of the Note account on behalf of Borrower, appears on any list of known or suspected terrorist or terrorist organizations or other prohibited parties issued by any Federal government agency.

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

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentation, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

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

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

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

  
\_\_\_\_\_  
Jason G. Thatcher

(Seal)

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY, PENNSYLVANIA

Sky Bank

Civil Division

Plaintiff,

No:

v.

Jason G. Thatcher d/b/a  
Jay's Mobile Wash

Defendant(s).

**CONFESsION**

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint filed in this action, I hereby appear for the Defendant and confess judgment in favor of the Plaintiff and against the Defendant as follows:

COUNT I

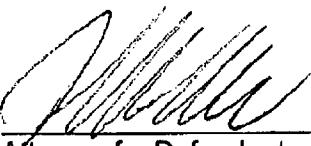
Unpaid Principal Balance	\$49,800.34
Interest to June 12, 2007	\$ 2,047.35
Late fees:	\$ 138.55
Attorney's Fee at 10%	\$ 5,198.62
 TOTAL	 \$57,184.86

COUNT II

Unpaid Principal Balance	\$39,024.21
Interest to June 12, 2007	\$ 1,802.43
Late fees:	\$ 309.42
Attorney's Fee at 10%	\$ 4,113.61
 TOTAL	 \$45,249.67

TOTAL AMOUNT OF COUNTS I AND II: \$102,434.53

Plus costs, late charges of 5% or \$50.00 per month as defined in the Note and interest at the post judgment rate of 18%

  
\_\_\_\_\_  
Attorney for Defendant

**VERIFICATION**

I, Paul DeArment, Vice President

of Sky Bank, depose and say subject to the penalties of 18  
Pa. C.S. §4904 relating to unsworn falsification to authorities that the facts set forth in the  
foregoing are true and correct to the best of my knowledge, information and belief.

Paul

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Sky Bank

Vs.

No. 2008-00011-CD

Jason G. Thatcher d/b/a  
Jay's Mobile Wash

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$102,434.53 on January 7, 2008.

William A. Shaw

Prothonotary



\_\_\_\_\_  
William A. Shaw

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

COPY

Sky Bank  
Plaintiff(s)

No.: 2008-00011-CD

Real Debt: \$102,434.53

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jason G. Thatcher d/b/a  
Jay's Mobile Wash  
Defendant(s)

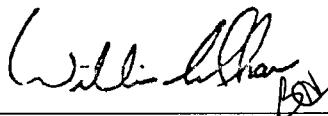
Entry: \$20.00

Instrument: Transfer of Judgment from Beaver  
County, Pennsylvania

Date of Entry: January 7, 2008

Expires: January 7, 2013

Certified from the record this 7th day of January, 2008.



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

2008-11-CD

## UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF PENNSYLVANIA

### Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 6/18/14.

You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

**Creditors --- Do not file this notice in connection with any proof of claim you submit to the court.  
See Reverse Side For Important Explanations**

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

→ Jason Garrett Thatcher  
aka Jay Thatcher, dba Jays Mobile Wash  
1330 Kroker Street  
Ambridge, PA 15003

Case Number: 14-22471-CMB	Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos: 195-64-3973
------------------------------	--

Attorney for Debtor(s) (name and address): Robert W. Koehler 564 Forbes Avenue Manor Complex, Penthouse Pittsburgh, PA 15219 Telephone number: 412-281-5336	Bankruptcy Trustee (name and address): Eric E. Bononi 20 North Pennsylvania Avenue Greensburg, PA 15601 Telephone number: 724-832-2499
--	--

#### Meeting of Creditors

**\*\*\*Debtor's Photo ID and Social Security Card Must be Presented at the 341 Meeting\*\*\***

Date: **July 18, 2014**

Time: **11:00 AM**

Location: **Beaver County Court House, 2nd Floor, Room 2128, 810 Third Street, Beaver, PA 15009**

#### Presumption of Abuse under 11 U.S.C. § 707(b)

*See "Presumption of Abuse" on reverse side.*

The presumption of abuse does not arise.

#### Deadlines:

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

**Deadline to Object to Debtor's Discharge or to Challenge Dischargeability of Certain Debts: 9/16/14**

#### Deadline to Object to Exemptions:

Thirty (30) days after the *conclusion* of the meeting of creditors.

#### Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

#### Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

#### Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

**Address of the Bankruptcy Clerk's Office:**

U.S. Bankruptcy Court  
5414 U.S. Steel Tower  
600 Grant Street  
Pittsburgh, PA 15219  
Telephone number: 412-644-2700

**For the Court:**

Clerk of the Bankruptcy Court:  
Michael R. Rhodes

Hours Open: Monday - Friday 9:00 AM - 4:30 PM

Date: **6/23/14**

**S**

The United States Trustee, Region3, appoints the above-named individual as interim trustee as of the date of the filing of the bankruptcy petition.

**FILED**

**JUN 27 2014 35**

**BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS**

**111091315  
NCC.**

## EXPLANATIONS

B9A (Official Form 9A) (12/12)

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Presumption of Abuse	If the presumption of abuse arises, creditors may have the right to file a motion to dismiss the case under § 707(b) of the Bankruptcy Code. The debtor may rebut the presumption by showing special circumstances.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date specified in a notice filed with the court.
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline. <i>Do not include this notice with any filing you make with the court.</i>
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor. If you believe that the debtor is not entitled to receive a discharge under Bankruptcy Code §727(a) or that a debt owed to you is not dischargeable under Bankruptcy Code §523(a)(2), (4), or (6), you must file a complaint — or a motion if you assert the discharge should be denied under §727(a)(8) or (a)(9) — in the bankruptcy clerk's office by the "Deadline to Object to Debtor's Discharge or to Challenge the Dischargeability of Certain Debts" listed on the front of this form. The bankruptcy clerk's office must receive the complaint or motion and any required filing fee by that deadline.
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objections by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	The Court has an electronic filing system. Attorneys must follow the Court's local rules and procedures governing the manner in which documents must be filed. Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Photo ID/Delays	For security reasons, you may encounter delays when attending court hearings. You should be prepared to show Photo Identification when attending these proceedings. Please plan accordingly.
<b>Refer to Other Side for Important Deadlines and Notices</b>	
<p>A hearing on a reaffirmation agreement will be fixed only upon request by motion.  A list of creditors can be obtained from the Clerk's office. For copies, call (412)644-2700.</p>	

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:

**Jason Garrett Thatcher**  
aka **Jay Thatcher, dba Jays Mobile Wash**  
Debtor(s)

Bankruptcy Case No.: 14-22471-CMB  
Chapter: 7

Whereas, Federal Rule of Bankruptcy Procedure 1007(c) requires an individual Debtor(s) to file a statement regarding completion of a course in personal financial management within 60 days after the first date set for the meeting of creditors under §341 of the Bankruptcy Code in a Chapter 7 case and,

Whereas, 11 U.S.C. § 727 (a)(11) states that the Court shall not grant a discharge unless the Debtor(s) completes an instructional course concerning personal financial management after filing the petition,

It is hereby ordered that this case shall be closed without entry of a discharge on the 75<sup>th</sup> day after the first date set for the meeting of creditors unless, within the 60 days after the first date set for the meeting of creditors, the Debtor(s) files a certification that the course in personal financial management described in 11 U.S.C. § 111 was completed. The certification must substantially conform to Official Form No. 23, Certification of Completion of Instructional Course Concerning Personal Financial Management. The Court may delay closing this case without further order or notice.

It is further ordered that a Debtor(s) who cannot meet the requirement of attending the personal financial management course due to incapacity, disability or active military duty in a military combat zone must file a motion with the court to be excused from attending the course within 60 days after first date set for the meeting of creditors. The case shall be closed without entry of a discharge if the Debtor(s) fails to timely file the motion.

Dated: June 23, 2014

Carlota M. Bohm  
United States Bankruptcy Judge

Robert W. Koehler  
564 Forbes Avenue  
Manor Complex, Penthouse  
Pittsburgh, PA 15219

018862 18862 1 MB 0.432 16830 3 9 7560-1-19139



Clearfield County Prothonotary  
230 East Market Street  
Clearfield, PA 16830-2448

## **Electronic Bankruptcy Noticing**

### **Go Green!**

**Sign up for electronic notices. FREE!  
Receive notices 24 X 7 and days faster  
than through US Mail.  
Try our new Email Link service.**

**To find out how, visit:  
<http://EBN.uscourts.gov>**

REMINDER TO COUNSEL

Before filing: Generally, a person is ineligible to be a Debtor unless he/she has taken a credit counseling course within 180 days before filing a petition, and files the certificate. 11 U.S.C. Section 109(h)(1).

After filing: A Chapter 7 Debtor is ineligible for a discharge if he/she has not, within 60 days after the first date fixed for the 341 meeting, filed the certificate of having taken the personal financial management course (Official Form 23). 11 U.S.C. Section 727(a)(11) and Rule 1007(b)(7).

PROTHONOTARY & CLERK OF COURTS  
BRIAN K. SPENCER

JUN 27 2014

FILED