

08-75-CD

Brown-Barker vs G. Dematteo al

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.

GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

FILED Atty,
M 11/3/08 Berger
JAN 17 2008 pd.20.00
William A. Shaw
Prothonotary/Clerk of Courts
ICC Notice to Defs.
ICC Statement to Atty

**NOTICE TO DEFENDANTS
PURSUANT TO 42 Pa. C.S.A. 2737.1**

Rule 2959 of the Pennsylvania Rules of Civil Procedures provides the process you must follow if you wish to seek relief from a judgment by confession. Rule 2959 provides:

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

(2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only (i) in support of a further request for a stay of execution where the court has not stayed execution despite the timely filing of a petition for relief from the judgment and the presentation of prima facie evidence of a defense; and (ii) as provided by Rule 2958.3 or Rule 2973.3.

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

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

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

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

(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 in 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 are pending.

(g) If it is determined that you have been incorrectly identified as a defendant in this matter you will be entitled to costs and reasonable attorneys' fees as determined by the Court. See 42 Pa. C.S.A. § 2737.1.

ALL Rule references set forth above refer to the Pennsylvania Rules of Civil Procedure.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER AND CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic, Court Admin.
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-1641, Ext. 5982

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By:


PHILLIP D. BERGER, ESQUIRE
Attorney for Plaintiff

Dated: 1/10/08

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

COPY

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.

GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

NOTICE

To: Gustino DeMatteo
22 N. 3rd Avenue
Clearfield, PA 16830

Penelope DeMatteo,
individually and d/b/a Clearfield Beauty Academy
22 N. 3rd Avenue
Clearfield, PA 16830

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a JUDGMENT BY CONFESSION has been entered against you in the above proceeding and that enclosed herewith is a copy of all the (record) documents filed in support of the said judgment.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY(S): Phillip D. Berger, Esquire at this telephone number: (610) 668-0770.

Will L. Lundy 11/17/08
PROTHONOTARY

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
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ATTORNEYS FOR PLAINTIFF

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4100 Greenbriar, Suite 180
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Plaintiff,

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PENELOPE DEMATTEO, individually and
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22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.

COMPLAINT IN CONFESSION OF JUDGMENT

1. Plaintiff Brown Bark I, L.P., successor by assignment from National City Bank, successor to Integra Bank (hereinafter referred to as "Brown Bark") is a Delaware limited partnership with a place of business at 4100 Greenbriar, Suite 180, Stafford, Texas.

2. Defendant Gustino DeMatteo ("G DeMatteo") is upon information and belief an adult individual last known residing at 22 N. 3rd Avenue, Clearfield, Pennsylvania.

3. Defendant Penelope DeMatteo, individually and doing business as Clearfield Beauty Academy ("P DeMatteo") is upon information and belief an adult individual last known residing at 22 N. 3rd Avenue, Clearfield, Pennsylvania.

4. On or about February 8, 1994, Integra Bank provided a business line of credit (the "Credit Line") to the Defendants in accordance with the terms and conditions of that certain business

line of credit agreement dated February 8, 1994 (the "Credit Agreement"). A true and correct copy of the original Credit Agreement is attached hereto and made a part hereof as Exhibit "A".

5. Judgment has not been entered on the instrument attached hereto as Exhibit "A" in any other jurisdiction.

6. The instrument attached hereto as Exhibit "A" has been assigned as set forth in paragraph 1 hereof, and pursuant to the Allonge attached to the Credit Agreement.

7. Pursuant to the terms of the Allonge, all of the Defendants' obligations to Integra Bank are now due and owing to Brown Bark.

8. The Defendants are in default of their obligations to Brown Bark by virtue of various events, including, without limitation, their failure to make payment when due of amounts payable on account of the Credit Agreement.

9. Due to the Defendants' default, the sum of \$27,258.09 comprised as follows is immediately due and payable:

| | |
|--|-----------------|
| Principal | \$20,800.65 |
| Accrued Interest as of 12/17/07 | 1,833.26 |
| Late Fees | 81.17 |
| Attorneys Fees (20% pursuant to Credit Agreement) | <u>4,543.01</u> |
| TOTAL AMOUNT DUE: | \$27,258.09 |

10. This matter is not being filed against natural persons in connection with a consumer credit transaction.

WHEREFORE, Plaintiff Brown Bark I, L.P., successor by assignment from National City Bank, successor to Integra Bank, demands judgment in its favor and against Defendants Gustino

DeMatteo and Penelope DeMatteo, individually and d/b/a Clearfield Beauty Academy, jointly and severally, in the amount of \$27,258.09 together with costs of suit.

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By:



PHILLIP D. BERGER, ESQUIRE

Dated: 1/10/08

EXHIBIT "A"

Integra Bank

BUSINESS LINE OF CREDIT AGREEMENT

To: Integra National Bank/North, Clearfield Office
 Business Line of Credit Account No. 37042078001

Date February 8, 1994

Maximum Credit \$ 10,000.00

Monthly Payment Date: 10th Day of each Month

As used herein, the term "Undersigned" refers individually and collectively to all signers of this Agreement including, in the case of any partnership, all general partners of such partnership individually and collectively, whether or not such partners signed this Agreement. The Undersigned are each jointly and severally bound by the terms hereof, and, with respect to any partnership signing this Agreement, each general partner shall be bound hereby both in such general partner's individual and partnership capacities.

Undersigned may borrow money from time to time from Integra National Bank/North ("Bank") in accordance with the terms and conditions of this Agreement. Undersigned hereby represents and warrants that any borrowings hereunder shall be primarily for a business, commercial or agricultural purpose. Bank will furnish Undersigned with a supply of checks to be used in making borrowings hereunder. Undersigned of Bank, Undersigned will not issue any check or obtain any loan which is in an amount less than \$500.00 or more, payment of which by Bank shall constitute the making of loans hereunder. Each loan will be subject to the approval indicated above. If Undersigned does so, Bank may make, or decline to make, the loan at its sole option.

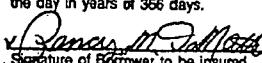
Undersigned promises to pay Bank the principal amount of each loan made hereunder and any other principal indebtedness evidenced hereby, together with interest (based upon a year of 365 days or 366 days, as the case may be), accruing from the date the loan is made or the principal indebtedness is advanced by Bank, at a rate per annum which is 13.0 % above Bank's Prime Rate, such rate to change from time to time as of the effective date of each announced change in such Prime Rate. Prime Rate shall mean the interest rate per annum announced from time to time by Integra Financial Corporation, at its offices in Pittsburgh, Pennsylvania as its Prime Rate. In no event will the rate charged exceed the maximum rate permitted by state or federal statutes, rules, or regulations. The finance charge will be computed at a starting rate of 13.0%. This rate is subject to change as stated above.

Any outstanding principal balance shall continue to accrue interest at the rate shown above after default, acceleration, or entry of judgment (whether by confession or otherwise) against Undersigned, and such rate shall apply to amounts owed under this Agreement or under the judgment until paid. If any required payment is not made in full within 15 days after the date that it is due, Undersigned will pay a late charge of 5% of the payment that has not been paid or \$15.00, whichever is less.

CREDIT INSURANCE IS NOT REQUIRED. Credit Life Insurance is not required to obtain credit, and will not be provided unless Borrower(s) sign(s) below and agree(s) to pay the additional cost(s). Borrower(s) may be required to apply for Credit Life Insurance to the insurer, Union Security Life Insurance Company, Atlanta, Georgia. The maximum Credit Life Insurance available is \$60,000.00. Credit Life Insurance will terminate at the end of the Billing Cycle in which any Insured Borrower becomes 66 years of age.

By signing, Borrower requests Single Credit Life Insurance, which costs \$.002574 per day for each \$100.00 of the outstanding principal balance at the end of the day in years of 365 days, and \$.002567 per day for each \$100.00 of the outstanding principal balance at the end of the day in years of 366 days.

By signing, Borrowers request Joint Credit Life Insurance, which costs \$.004505 per day for each \$100.00 of the outstanding principal balance at the end of the day in years of 365 days, and \$.004493 per day for each \$100.00 of the outstanding principal balance at the end of the day in years of 366 days.


 Signature of Borrower to be insured.

Age

Signatures of Borrowers to be insured.

Age

Lender will send Undersigned a monthly statement for the amount due under the terms of the Agreement and Undersigned will pay the amount due to Lender or its order, at any of its offices, on or before the payment date shown on the statement.

Undersigned authorizes Lender to deduct the amount due under the terms of the Agreement from Checking Account No. _____ on the Monthly Payment Date. Undersigned will maintain sufficient funds in Undersigned's checking account to cover the full amount of the payment required on any Monthly Payment Date.

The minimum required monthly payment will be determined at the close of each billing cycle by one of the payment plans described below. Bank reserves the right to change the payment plans described below, provided that Bank gives the Undersigned any notice required by law. Undersigned has chosen the payment plan checked.

Variable Payment Plan: To determine the minimum required monthly payment amount, Bank will first multiply the outstanding principal amount of borrowings hereunder by .03 to find the minimum required monthly payment. The minimum principal payment shall not be less than \$300.00; however, the minimum required monthly payment shall not be more than the total amount that Undersigned owes the Bank.

Term Variable Payment Plan: To determine the minimum required payment amount, Bank will first divide Undersigned's total outstanding principal amount of borrowings hereunder (calculated as of the most recent borrowing) by 60, to find the minimum principal payment. To that amount, Bank will add any finance charges, late charges and any other fees (and credit life insurance premiums, if applicable) accrued during the billing cycle to determine the minimum required monthly payment. The minimum principal payment shall not be less than \$30.00; however, the minimum required monthly payment shall not be more than the total amount that Undersigned owes the Bank.

Interest Only Payment Plan: The minimum required monthly payment amount will equal the total finance charges, late charges and any other fees (and credit life insurance premiums, if applicable) accrued during the billing cycle. If checked , it shall be a requirement of this repayment option that on an annual basis principal shall remain at a zero balance for a period of 30 continuous days. Any past due amount will also be added to the minimum required monthly payment. Bank will determine the method by which payments are applied.

Undersigned agrees that Bank shall have, and there are hereby created in favor of Bank, the following security interests:

(CHECK APPLICABLE BOXES)

(a) A Uniform Commercial Code security interest in all of Undersigned's equipment, whether now owned or hereafter acquired, wherever located, including machinery, motor vehicles, furniture, and fixtures, together with all attachments, accessories, and parts attached thereto, installed therein, or kept, used, or intended to be used in connection therewith, as well as all substitutions therefor, renewals or replacements thereof, and improvements or additions thereto; and the proceeds (cash and non-cash) of all the foregoing.

(b) A Uniform Commercial Code security interest in the collateral described below, together with all attachments, accessories, and parts used or intended to be used with the described property, whether now or hereafter installed therein or affixed thereto, as well as all substitutions therefor and replacements thereof, and the proceeds (cash and non-cash) of all the foregoing.
 (SEE DETAILED DESCRIPTION OF COLLATERAL, ATTACHED HERETO.)

(c) A Uniform Commercial Code security interest in all inventory of goods, now owned or hereafter acquired and held for sale or lease or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in the conduct of Undersigned's business; together with all attachments, accessories, and parts attached thereto, installed therein, or kept, used, or intended to be used in connection therewith, as well as all substitutions therefor, renewals or replacements thereof, and improvements or additions thereto; and the products and proceeds (cash and non-cash) of all the foregoing.

(d) A Uniform Commercial Code security interest in all of Undersigned's rights to the payment of money however evidenced or arising, including such existing and future account, contract right, general intangible, instrument, and document as those terms are defined by the Pennsylvania Uniform Commercial Code, with all trademarks, copyrights, good will, names, patents, licenses, inventions, choses in action, and goods giving rise to Undersigned's right to the payment of money, including such products as when Undersigned has retained a security interest or which have been reclaimed, returned, or repossessed, all documents of title and warehouse receipts, and all book entries, records, and files relating to the foregoing; and the proceeds (cash and non-cash) of all the foregoing and any insurance policies relating thereto.
 (SEE DETAILED DESCRIPTION OF COLLATERAL, ATTACHED HERETO.)

(e) A Uniform Commercial Code security interest in the securities described below, together with all cash, stock, or other dividends paid upon such securities; all securities received in addition to or in exchange for such securities; all subscription rights incident to such securities; any other distribution in respect of such securities in any form; and the proceeds (cash and non-cash) of the foregoing.
 (SEE DETAILED DESCRIPTION OF COLLATERAL, ATTACHED HERETO.)

(f) This Business Line of Credit Agreement is secured by a mortgage dated 19 from County, Pennsylvania, as more fully set forth therein.

(g) Other:

A security interest in all deposit accounts, credits, securities, monies, or other property of Undersigned which may at any time be in the possession of, delivered to, or owned by Bank, including any proceeds or return or unearned premiums of insurance, and the proceeds of all the foregoing property.

Said security interests shall secure (i) the payment of all amounts which are due or may become due under this Agreement, (ii) all costs and expenses incurred by Bank in the collection of the same, (iii) all future advances made by Bank for taxes, levies, insurance, and repairs to or maintenance of the above collateral, and (iv) any other indebtedness, liability, or obligation of Undersigned to Bank, past, present, or future, direct or indirect, absolute or contingent, individual, joint, or several, now due or to become due, and whether owed as drawer, maker, endorser, guarantor, surety, or otherwise. In addition to all rights given to Bank pursuant to this Agreement, Bank shall have all the rights and remedies of a secured party under the Pennsylvania Uniform Commercial Code, except to the extent that such law does not apply to certain types of transactions or collateral, in which case applicable law shall govern. Undersigned shall bear the risk of loss of, damage to, or destruction of the collateral.

Collateral securing other obligations of Undersigned to Bank may also secure amounts due under this Agreement.

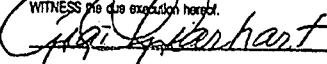
THE UNDERSIGNED HEREBY EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR THE UNDERSIGNED AND TO CONFER JUDGMENT AS OFTEN AS NECESSARY AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER HEREOF, AS OF ANY TERM, FOR THE ABOVE SUM PLUS INTEREST DUE UNDER THE TERMS HEREOF, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF 20% OR \$300, WHICHEVER IS GREATER, WITH RELEASE OF ALL ERRORS. THE UNDERSIGNED WAIVES ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION.

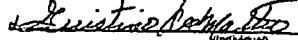
Undersigned will provide financial information or other relevant information to Bank on an annual basis or upon Bank's request, including tax returns and/or without limitation balance sheets and income statements in form and content satisfactory to Bank. Failure to comply may result in termination of this credit line.

This Agreement shall not become effective until accepted and approved by Bank in the space provided below.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN AND MADE A PART HEREOF.

WITNESS my due execution hereof.




 (Seal)

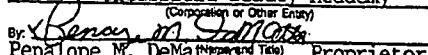
Residence Address

(Seal)

Residence Address

Clearfield Beauty Academy

(Corporation or Other Entity)

By 
 Penelope M. DeMatteo (Name and Title) Proprietor
 22 N. 3rd St. Clearfield, PA 16830

Business Address

ADDRESS / WITNESS:

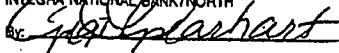


(Name and Title)

(Corporate Seal)

Accepted and approved: February 8, 1994

INTEGRA NATIONAL BANK/NORTH



INT 80108 11/92

ADDITIONAL PROVISIONS

Bank may terminate Undersigned's ability to borrow money hereunder at its sole discretion by written notice to Undersigned. In the event of such termination, Bank may continue to make loans under the terms of this Agreement by paying checks dated and apparently issued prior to the date of mailing of the termination notice and presented to Bank within 10 days after that date, and may, at its sole option, continue to make loans under this Agreement by paying checks dated or apparently issued after the date of mailing of the termination notice or presented to Bank more than 10 days after that date. Any one of Undersigned may terminate this Agreement by written notice to Bank, which notice shall be effective when received by Bank. Any of Undersigned who gives such notice of termination warrants to Bank that all of Undersigned have actual knowledge thereof; and Bank assumes no responsibility for notifying any of Undersigned of its receipt of such notice. In the event of such termination, Bank will continue to make loans under the terms of this Agreement by paying checks dated and apparently issued prior to the date when Bank received the notice of termination and presented to Bank within 10 days after that date, and may, at its sole option, continue to make loans under this Agreement by paying checks dated or issued after the date when Bank received the notice of termination or presented to Bank more than 10 days after that date. In the event of such termination by either Bank or Undersigned, Undersigned's obligations hereunder will remain in full force and effect until the outstanding principal balance is repaid with interest thereon, any accrued late charges and other fees (and credit life insurance premiums, if applicable) according to the terms of this Agreement.

In addition, Undersigned's ability to borrow money hereunder shall terminate, and the outstanding principal balance, accrued interest thereon, any accrued late charges and other fees (and credit life insurance premiums, if applicable), as well as all other liabilities of Undersigned to Bank, primary or secondary, direct or indirect, absolute or contingent, individual, joint, or several, now existing or which may hereafter be incurred, shall become immediately due and payable, at the option of Bank, without demand or notice, upon the occurrence of any of the following events of default: (1) failure to make any payment when due under this Agreement or any other obligation of Undersigned to Bank or to any other person or entity; (2) breach of any covenant or agreement contained herein or in any other obligation of Undersigned to Bank; (3) discovery by Bank of any false or misleading representation made herein or in any other information submitted by Undersigned to Bank; (4) death or incapacity of any individual signer of this Agreement or death of any partner where Undersigned is a partnership, or dissolution of partnership or corporate entity signing this Agreement; (5) any assignment for the benefit of creditors by Undersigned; (6) insolvency of Undersigned; (7) the filing of any action, voluntary or involuntary, for the purpose of declaring Undersigned bankrupt or insolvent, or for the purpose of subjecting Undersigned to reorganization, receivership, or dissolution; (8) default under the terms of any lease or mortgage on the premises where any collateral is located; (9) garnishment or attachment of any deposit balance or other property belonging to Undersigned or of which Bank has possession; (10) the maturity of any life insurance policy held as collateral under this Agreement by reason of the death of the insured or otherwise; (11) any material adverse change in the financial condition of Undersigned; (12) the entering of any judgment of record against Undersigned; or (13) breach of any covenant or agreement in, or discovery by Bank of any false or misleading representation in, any mortgage, assignment, separate security agreement or other agreement relating to this Agreement; the death, incapacity, insolvency, or dissolution of any party to such mortgage, assignment, or separate security agreement; any assignment for the benefit of creditors by such party; or the filing of any action, voluntary or involuntary, for the purpose of declaring such party bankrupt or insolvent or for the purpose of subjecting such party to dissolution. Upon the happening of any of the events listed above, notwithstanding any other provision hereof: (1) Bank shall have no obligation to continue making loans under this Agreement by paying any check presented to Bank thereafter, regardless of when issued; but Bank may do so at its sole option; (2) upon demand by Bank, Undersigned shall assemble the collateral and make it available to Bank at a place designated by Bank which is reasonably convenient to both parties; and (3) Bank may immediately and without demand exercise any of its rights and remedies granted herein, under applicable law, or which it may otherwise have, against the Undersigned, the collateral, or otherwise. Bank shall apply the proceeds of any disposition of collateral after default in accordance with law, including reimbursement of attorney's fees and legal expenses incurred by Bank.

Failure of Bank to exercise any right under this Agreement upon the occurrence of one or more of these events of default shall not operate as a waiver of any of Bank's rights, nor will acceptance of partial payment, even though designated as full payment, operate to release Undersigned from his obligation to pay the full amount owed. Time of payment is of the essence of this Agreement.

Undersigned may request Bank to stop payment on any Business Line of Credit Check, in writing or by telephone. Undersigned's stop payment order must include Undersigned's account number, the date, check number, and exact amount of the check and the name of the Payee. Bank will accept a stop payment request from any of Undersigned, regardless of who signed the check. An oral request for stop payment must be confirmed in writing, or Bank will no longer honor it after 14 days. Written and properly confirmed oral requests will be effective for six months.

The Bank reserves the right to charge the Undersigned an annual fee. If the Bank imposes an annual fee, Bank will give Undersigned any notice required by law.

If Undersigned requests a copy of a Business Line of Credit Check, monthly billing statement, or other document in connection with Undersigned's Business Line of Credit Account, Undersigned will pay the charge in effect at that time. Also, Undersigned will pay the fee in effect if Undersigned requests Bank to stop payment of a Business Line of Credit Check.

Bank shall not return to Undersigned Business Line of Credit Checks which Undersigned had issued and upon which payment was made by Bank hereunder.

Any check paid under the terms of this Agreement after the death of any individual Undersigned shall constitute a loan under the terms of this Agreement to the surviving Undersigned, if any. Any check paid after the death of all of Undersigned (if individuals) shall constitute a loan under this Agreement if paid within 10 days after the most recent date of death or before Bank has actual knowledge of such death, whichever is the longer period of time. Any check paid after the dissolution of Undersigned (if Undersigned is a partnership or corporate entity) shall constitute a loan under this Agreement if paid within 10 days after the date of such dissolution or before Bank has actual knowledge of such dissolution, whichever is the longer period of time.

Undersigned will not permit use of the collateral for any illegal purposes. Undersigned will not permit removal of the collateral from county to county or state to state unless Bank has given written consent in advance.

Undersigned has, or will acquire, good and marketable title to the collateral, free and clear of any security interest, lien, or encumbrance except the security interests created in this Agreement. Undersigned will defend such title against the claims and demands of all persons.

Undersigned will not affect the collateral or permit the collateral to be affixed to real estate or to any other goods without the prior permission of Bank. Undersigned will not sell, lease, mortgage, pledge, or encumber the collateral, permit its identity to be lost, permit it to be levied upon or attached under any legal process, part with possession thereof either voluntarily or involuntarily, create any security interest therein (other than those created in this Agreement), or otherwise dispose of the collateral or any rights therein or hereunder.

Undersigned will maintain the collateral in good condition and repair, excepting only reasonable wear and tear, and will pay and discharge all taxes and other levies thereon, as well as the costs of repair and maintenance of the collateral. If Undersigned fails to do so, Bank at its sole option may elect to take reasonable steps to protect the collateral and may elect to pay such taxes, levies, and costs, on behalf of Undersigned, and add the expense of protecting the collateral and any amounts so paid to the principal indebtedness secured by this Agreement. Undersigned will furnish to Bank upon request documentary proof of payment of such taxes, levies, and costs, and will permit Bank to inspect the collateral at any reasonable time.

If Bank shall have reasonable grounds for believing that the value of the collateral has become insufficient to secure the indebtedness evidenced by this Agreement, including the principal and interest outstanding hereunder, any future advances by Bank for taxes, levies, insurance, repairs and maintenance, and anticipated costs of collection, Undersigned will provide additional collateral upon request.

Undersigned will insure the collateral against such risks and casualties, and in such amount, as Bank shall require. Undersigned will purchase flood insurance if applicable and to the extent required. All insurance policies shall contain loss payable clauses in favor of Bank and Undersigned as their interests may appear, and such policies (or certificates evidencing same) shall be deposited with Bank. If Undersigned fails to effect and keep in force any required insurance, or fails to pay the premiums on such insurance, Bank at its sole option may elect to do so on behalf of Undersigned and to add the costs thereof to the principal indebtedness evidenced by this Agreement; or Bank may, without any demand or notice whatsoever, declare the unpaid balance of principal and interest of this Agreement to be immediately due and payable. Undersigned hereby assigns to Bank all monies which may become payable on account of any insurance written in connection with this Agreement (whether such insurance is collateral insurance, credit life insurance, or otherwise), including any return or unearned premiums, and directs the insurer to make payments thereof directly to Bank. Bank may apply such monies to the unpaid indebtedness evidenced by this Agreement, or otherwise as may be required by law. Undersigned hereby appoints Bank or the holder hereof as Undersigned's attorney in fact to endorse Undersigned's name to any draft or check which may be payable to Undersigned in order to collect such return or unearned premiums or the proceeds of any such insurance.

Bank may at any time amend the provisions of this Agreement; however, Bank must give Undersigned any notice required by law.

Undersigned will execute at any time, upon demand by Bank, any financing statements or other documents which Bank deems necessary to perfect the security interests created in this Agreement. Undersigned will pay all costs and fees pertaining to the filing of any financing, continuation, or termination statements or other documents with regard to such security interests, as well as expenses of any transfer of collateral authorized by the terms of any assignment or separate security agreement. Undersigned hereby appoints Bank or the holder hereof as Undersigned's attorney in fact to take any action Bank deems necessary to perfect and maintain perfection of such security interests.

In the event of repossession of the collateral other than by legal process, Bank may peaceably enter any premises where the collateral is located and take possession of it and anything contained in or attached to it. Undersigned must send notice by registered mail to Bank within 48 hours thereafter if Undersigned claims that any articles not covered by this Agreement were contained in or attached to the collateral at the time of repossession. Failure to send such notice shall constitute a waiver of any subsequent claim for such articles.

If the collateral or any part thereof is a motor vehicle for which a certificate of title is issuable under the laws of any state in which Undersigned resides or conducts business or maintains its chief place of business, Undersigned will cause a statement of Bank's security interest to be noted on the certificate of title so issued, and will cause any such certificate to be delivered to Bank within 10 days from the date of this Agreement.

Undersigned's current residence address and / or chief place of business, as the case may be, has been provided to Bank and Undersigned will notify Bank in writing of any change of such address. Any notice sent to Undersigned will be deemed effective if sent to Undersigned's last known address, as shown on Bank's records, unless another manner of giving notice is required by law.

If any of the Undersigned is an individual, Undersigned certifies that such individual is at least 18 years of age and under no legal disability or incapacity.

If this Agreement is referred for collection or legal proceedings to an attorney not a salaried employee of Bank, Undersigned will pay an attorney's fee of 20% of the amount due or \$500, whichever is greater, and costs of legal proceedings.

So long as Bank is the holder hereof, Bank's books and records shall be presumed, except in the case of manifest error, to accurately evidence at all times all amounts outstanding under this Agreement and the date and amount of each borrowing and payment made pursuant thereto.

Undersigned specifically acknowledges Bank's right of setoff against all deposit accounts, credits, securities, monies or other property of Undersigned which may at any time be in the possession of, delivered to, or owed by Bank, including any proceeds or return or unearned premiums of insurance and proceeds (cash and non-cash) of all the foregoing.

Undersigned waives protest of all commercial paper at any time held by Bank on which Undersigned is in any way liable, notice of nonpayment at maturity of any and all accounts, and (except where requested hereby) notice of action taken by Bank and hereby ratifies and confirms whatever Bank may do. Bank shall be entitled to exercise any right notwithstanding any prior exercise, failure to exercise or delay in exercising any such right.

Bank shall retain the fee of any judgment entered on account of the indebtedness evidenced hereby, as well as any security interest previously granted to secure repayment of the indebtedness evidenced hereby, and Undersigned warrants that Undersigned has no defense whatsoever to any action or proceeding that may be brought to enforce or realize on such judgment or security interest.

If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Agreement shall be construed as if the invalid or unenforceable provision had never been a part of it.

The rights and privileges of Bank contained in this Agreement shall inure to the benefit of its successors and assigns, and the duties of Undersigned shall bind Undersigned's heirs, personal representatives, successors and assigns. Bank's commitment to make loans hereunder shall be solely for the benefit of Undersigned, and Undersigned may not assign any rights under this Agreement.

This Agreement will be governed by and construed according to the laws of Pennsylvania.

ALLONGE TO THE BUSINESS CREDIT LINE AGREEMENT DATED FEBRUARY 8, 1994, IN THE ORIGINAL PRINCIPAL AMOUNT OF TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), AND MADE BY PENALOPE M. DEMATTEO DBA CLEARFIELD BEAUTY ACADEMY AND NATIONAL CITY BANK, SUCCESSOR BY MERGER TO INTEGRA BANK

Pay to the order of Brown Bark I, L.P. without recourse, warranty or representation except as specifically contained in a certain Agreement For Purchase And Sale of Loan Accounts, dated March 12, 2007, by and between National City Bank and Brown Bark I, L.P.

NATIONAL CITY BANK, SUCCESSOR BY MERGER TO INTEGRA BANK

By: *Anne C. Romano*
Anne C. Romano
Vice President

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.

AFFIDAVIT

STATE OF TEXAS

:

SS

COUNTY OF FORT BEND

:

James Hrebenar, being duly sworn according to law, deposes and states that he is an Authorized Signatory of Plaintiff Brown Bark I, L.P., successor by assignment to National City Bank, successor to Integra Bank ("Brown Bark") and, as such, is authorized to make this Affidavit on Brown Bark's behalf; that the copy of the instrument attached as Exhibit "A" to the foregoing Complaint is a true and correct copy of the original instrument; and that the information set forth in the foregoing Complaint is true and correct to the best of my knowledge, information and belief.

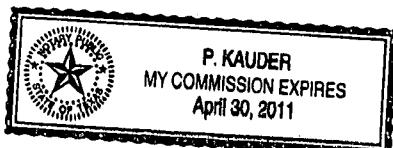


JAMES HREBENAR

Sworn to and subscribed
before me on this 10th day
of January, 2007. 2008



Notary Public



LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

NO.

v.

GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830

and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

AFFIDAVIT OF BUSINESS PURPOSE

STATE OF TEXAS

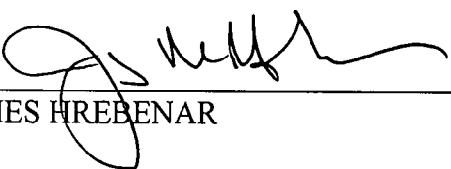
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SS

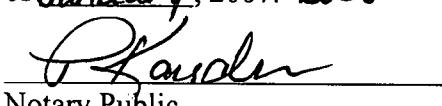
COUNTY OF FORT BEND

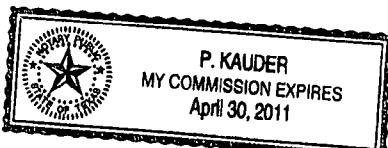
:

James Hrebenar, being duly sworn according to law, deposes and states that he is an Authorized Signatory of Plaintiff Brown Bark I, L.P., successor by assignment to National City Bank, successor to Integra Bank ("Brown Bark") and, as such, is authorized to make this Affidavit on Brown Bark's behalf; that the transaction represented by the instrument attached to the Complaint filed in this matter arose out of a business transaction and was not entered into for family, personal, or household purposes. Further, judgment is not being entered in this matter against natural persons in connection with a consumer transaction.


JAMES HREBENAR

Sworn to and subscribed
before me on this 10th day
of January, 2008.


P. Kauder
Notary Public



LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.

GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830

and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.

AFFIDAVIT OF LENDER

STATE OF TEXAS

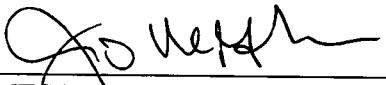
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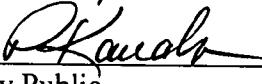
COUNTY OF FORT BEND

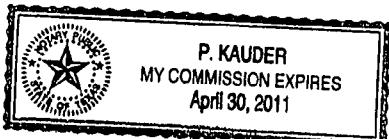
:

James Hrebenar, being duly sworn according to law, deposes and states that he is an Authorized Signatory of Plaintiff Brown Bark I, L.P., successor by assignment to National City Bank, successor to Integra Bank ("Brown Bark") and, as such, is authorized to make this Affidavit on Brown Bark's behalf; and that this is not an action by a Seller, Holder or Assignee arising out of a Retail Installment Sale, Contract or Account.


JAMES HREBENAR

Sworn to and subscribed
before me on this 10th day
of January, 2008.


Notary Public



LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.

GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830

and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

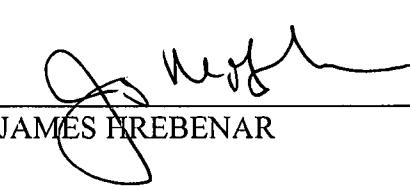
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.

CERTIFICATION OF RESIDENCE

I hereby certify that a principal place of business of the Plaintiff, and the last known residence
of the Defendants is as set forth in the caption above.



JAMES HREBENAR

Dated: 01-10-08

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.

GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830

and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.

AFFIDAVIT OF DEFAULT

STATE OF TEXAS

:

SS

COUNTY OF FORT BEND

:

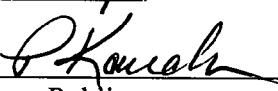
James Hrebenar, being duly sworn according to law, deposes and states that he is an Authorized Signatory of Plaintiff Brown Bark I, L.P., successor by assignment to National City Bank, successor to Integra Bank ("Brown Bark") and, as such, is authorized to make this Affidavit on Brown Bark's behalf; and that the Defendants are in default of their obligations under the instrument attached as Exhibit "A" to the Complaint in Confession of Judgment, and as a result of which the sum of \$27,258.09 (which includes interest through December 17, 2007 and reasonable attorney's fees) plus costs of suit became immediately due and owing as follows:

| | |
|--|-----------------|
| Principal | \$20,800.65 |
| Accrued Interest as of 12/17/07 | 1,833.26 |
| Late Fees | 81.17 |
| Attorneys Fees (20% pursuant to Credit Agreement) | <u>4,543.01</u> |
| TOTAL AMOUNT DUE: | \$27,258.09 |

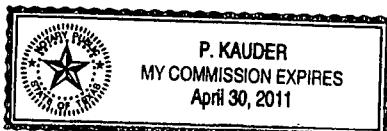


JAMES HREBENAR

Sworn to and subscribed
before me on this 10th day
of January, 2007. 2008



P. Kauder
Notary Public



LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.

PLAINTIFF'S AFFIDAVIT OF DEBTOR'S WAIVER OF RIGHTS

STATE OF TEXAS

:

SS

COUNTY OF FORT BEND

:

James Hrebenar, being duly sworn according to law, deposes and states that he is an Authorized Signatory of Plaintiff Brown Bark I, L.P., successor by assignment to National City Bank, successor to Integra Bank ("Brown Bark") and, as such, is authorized to make this Affidavit on Brown Bark's behalf, that at the time of the signing of the document containing the provision for judgment by confession in the said matter, the individual natural defendant(s)

(X) (1) Earned more than \$10,000 annually,

OR

() (2) If annual earnings are less than \$10,000, did intentionally, understandingly, and voluntarily waive:

(a) the right to notice and hearing.

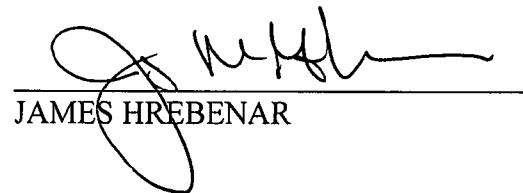
(b) the right of defalcation, i.e. the right to reduce or set off a claim by deducting a counterclaim.

(c) release of errors.

(d) inquest (to ascertain whether rents and profits of defendant's real estate will be sufficient to satisfy the judgment within seven years).

- (e) stay of execution (if defendant owns real estate in fee simple within the count worth the amount to which the plaintiff is entitled, clear of encumbrances).
- (f) exemption laws now in force or hereafter to be passed.

The facts showing such waiver are:

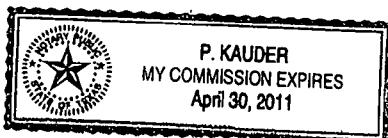


JAMES HREBENAR

Sworn to and subscribed
before me on this 10th day
of January, 2007. 2008



P. Kauder
Notary Public



LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR DEFENDANTS

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.

**ENTRY OF APPEARANCE, PRAECIPE FOR
ASSESSMENT OF DAMAGES AND CONFESSION OF JUDGMENT**

TO THE PROTHONOTARY:

Pursuant to the authority contained in the Warrant of Attorney, a true and correct copy of which is attached as Exhibit "A" to the Complaint filed in this action, I appear for the Defendants named above.

I hereby confess judgment in favor of Plaintiff Brown Bark I, L.P., successor by assignment from National City Bank, successor to Integra Bank, and against the Defendants Gustino DeMatteo and Penelope DeMatteo, individually and d/b/a Clearfield Beauty Academy, jointly and severally, by virtue of the aforementioned Warrant of Attorney.

Kindly assess damages against the Defendants, jointly and severally, in the amount of \$27,258.09 plus costs of suit, comprised as follows:

| | |
|--|-----------------|
| Principal | \$20,800.65 |
| Accrued Interest as of 12/17/07 | 1,833.26 |
| Late Fees | 81.17 |
| Attorneys Fees (20% pursuant to Credit Agreement) | <u>4,543.01</u> |
| TOTAL AMOUNT DUE: | \$27,258.09 |

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By:



PHILLIP D. BERGER, ESQUIRE
Attorneys for Defendants

Dated: 1/10/08

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.

GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830

and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.

AFFIDAVIT OF NON-MILITARY

STATE OF TEXAS

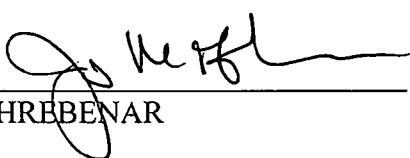
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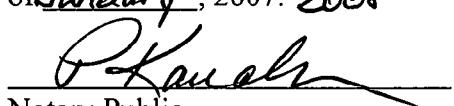
COUNTY OF FORT BEND

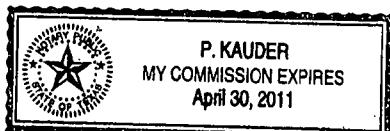
:

James Hrebenar, being duly sworn according to law, deposes and states that he is an Authorized Signatory of Plaintiff Brown Bark I, L.P., successor by assignment to National City Bank, successor to Integra Bank ("Brown Bark") and, as such, is authorized to make this Affidavit on Brown Bark's behalf; and that to the best of his knowledge, information and belief, the above-named Defendants are not in the military or naval services of the United States of American or its allies or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 or its amendments thereto.


JAMES HREBENAR

Sworn to and subscribed
before me on this 10th day
of January, 2007. 2008


Notary Public



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

COPY

Brown Bark I, LP
National City Bank
Plaintiff(s)

No.: 2008-00075-CD

Real Debt: \$27,258.09

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Gustino DeMatteo and
Penelope DeMatteo, indiv. and
d/b/a Clearfield Beauty Academy
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: January 17, 2008

Expires: January 17, 2013

Certified from the record this 17th 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

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank

Plaintiff,

v.

GUSTINO DEMATTEO
and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

AFFIDAVIT OF SERVICE

Phillip D. Berger, Esquire, counsel for plaintiff, being duly sworn according to law, hereby states:

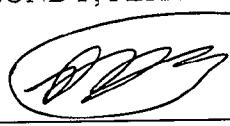
1. On January 28, 2008 a 2958.1 Notice in the above matter was sent and served by certified mail, to defendant Gustino DeMatteo at 22 N. 3rd Avenue, Clearfield, Pennsylvania. A true and correct copy of the Notice is attached hereto and made a part hereof as Exhibit "A."

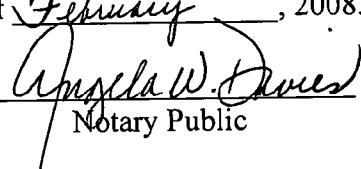
2. The Notice was received at the defendant's last known residence on January 31, 2008 as evidenced by the signature on the return receipt attached hereto and made a part hereof as Exhibit "B."

3. Therefore, the defendants were properly served with the 2958.1 Notice in this action pursuant to Pennsylvania Rules of Civil Procedure 2958.1(b)(ii) and 403.

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By:


PHILLIP D. BERGER, ESQUIRE

Sworn to and subscribed
before me this 6th day
of February, 2008.

ANGELA W. DAVIES
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ANGELA W. DAVIES, Notary Public
Narberth Boro., Montgomery County
My Commission Expires July 13, 2008

FILED
2/12/33/08
FEB 08 2008
NO CC
CN
William A. Shaw
Prothonotary/Clerk of Courts

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

*NOTICE UNDER RULE 2958.1 OF
JUDGMENT AND EXECUTION THEREON*

TO: **VIA CERTIFIED MAIL ONLY**

Gustino DeMatteo
22 N. 3rd Avenue
Clearfield, PA 16830

A judgment in the amount of \$27,258.09 has been entered against you and in favor of Brown Bark I, L.P., successor by assignment from National City Bank, successor to Integra Bank 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 AND CANNOT AFFORD ONE, GO TO OR TELEPHONE THE
OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186, Harrisburg, PA 17108
(800) 692-7375

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By:


PHILLIP D. BERGER, ESQUIRE
Attorneys for Plaintiff

Dated: January 28, 2008

EXHIBIT "B"

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:

GUSTAVO DeMARTO
22 N. 3rd Ave. ST.
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 John Gravell Addressee
 B. Received by (Printed Name) *John Gravell* C. Date of Delivery
 31 Mar D. Is delivery address different from item 1? Yes No

STREET

1. Article Number

2. Article Number
(Transfer from service label) 111 7006 0810 0002 3166 3922

PS Form 3811, August 2001 Domestic Return Receipt

102595-02-M-1-540

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

ATTORNEYS FOR PLAINTIFF

By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank

Plaintiff,

v.
GUSTINO DEMATTEO
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

FILED *cc Atty Berger*
m/11/40LM APR 28 2008
William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

Phillip D. Berger, Esquire, counsel for plaintiff, being duly sworn according to law, hereby states:

1. On January 28, 2008 a 2958.1 Notice in the above matter was sent and served by certified mail, to defendant Penelope DeMatteo d/b/a Clearfield Beauty Academy at 22 N. 3rd Avenue, Clearfield, Pennsylvania. A true and correct copy of the Notice is attached hereto and made a part hereof as Exhibit "A."

2. The Notice was received at the defendant's last known residence on January 30, 2008 as evidenced by the signature on the return receipt attached hereto and made a part hereof as Exhibit "B."

3. Therefore, the defendants were properly served with the 2958.1 Notice in this action pursuant to Pennsylvania Rules of Civil Procedure 2958.1(b)(ii) and 403.

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By:


PHILLIP D. BERGER, ESQUIRE

Sworn to and subscribed
before me this 25th day
of April, 2008.

Angela W. Davies
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ANGELA W. DAVIES, Notary Public
Narberth Boro., Montgomery County
My Commission Expires July 13, 2008

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0774

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Plaintiff,

NO. 08-75-CD

v.

GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830

and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

*NOTICE UNDER RULE 2958.1 OF
JUDGMENT AND EXECUTION THEREON*

TO: **VIA CERTIFIED MAIL ONLY**

Penelope DeMatteo
d/b/a Clearfield Beauty Academy
22 N. 3rd Avenue
Clearfield, PA 16830

A judgment in the amount of \$27,258.09 has been entered against you and in favor of Brown Bark I, L.P., successor by assignment from National City Bank, successor to Integra Bank 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

EXHIBIT “B”

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

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

Article Addressed to:

ENESCO MATTRESS
411/2 CLEARFIELD BEAUTY ACADEMY
320 N. 3rd Ave. ST.
CLEARFIELD, PA 16830

| | | | | |
|---|--|---|---|------------------------------------|
| | | A. Signature | <input checked="" type="checkbox"/> John Graham | <input type="checkbox"/> Agent |
| | | B. Received by (Printed Name) | Tina Graham | <input type="checkbox"/> Addressee |
| | | C. Date of Delivery | 3/20/00 | |
| D. Is delivery address different from item 1? | | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| If YES, enter delivery address below: | | 22 N. 3rd Street | | |

| | | | | |
|---|--|------------------------------|--|--|
| | | 3. Service Type | <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| | | | <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| | | | <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |
| 4. Restricted Delivery? (Extra Fee) | | <input type="checkbox"/> Yes | | |
| Article Number (Transfer from service label) | | 7006 0810 0002 3166 3915 | | |
| S Form 3811, August 2001 | | Domestic Return Receipt | | |

102555-02-M-1540

BROWN BARK I, L.P., successor by assignment from National City Bank, successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

FILED Atty pd.
m/2/08 \$20.00
MAY 27 2008 3CC-6
William A. Shaw Writs to
Prothonotary/Clerk of Courts Sheriff

**PRAECIPE FOR WRIT OF EXECUTION
"CONFESSED JUDGMENT"**

TO THE PROTHONOTARY:

Issue writ of execution in the above matter, directed to the Sheriff of Clearfield County;

| | | | |
|-----|----------------------|---|---------------------------|
| (1) | against | Gustino DeMatteo and/or Penelope DeMatteo | defendants and |
| (2) | against | Northwest Savings Bank | garnishee |
| (3) | AMOUNT DUE | \$27,258.09 | |
| | INTEREST | | |
| | from 1/17/08-5/22/08 | 564.29 | |
| | (Costs to be added) | <u>270.00</u> | |
| | TOTAL | \$28,092.38 | |
| | | 40.00 | Prothonotary costs |

I certify that this praecipe is based upon an underlying judgment entered by confession, and the Prothonotary is authorized to issue the praecipe because notice pursuant to Rule 2958.1 has been served at least thirty days prior to the filing of this praecipe as evidenced by a return of service filed of record.

LUNDY, FLITTER, BELDECOS & BERGER, P.C.



By:

PHILLIP D. BERGER, ESQUIRE
Attorney for Plaintiff

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: Phillip D. Berger, Esquire
Attorney I.D. #58942
450 N. Narberth Avenue
Narberth, PA 19072
610-668-0770

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

WRIT OF EXECUTION NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing, (2) Deliver the form or mail it to the Sheriff's office located at the address noted.

You should come to the court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By: Phillip D. Berger, Esquire

Attorney I.D. #58942

450 N. Narberth Avenue

Narberth, PA 19072

610-668-0770

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By: Phillip D. Berger, Esquire

Attorney I.D. #58942

450 N. Narberth Avenue

Narberth, PA 19072

610-668-0770

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

v.

GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and

PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above named defendant, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,
(a) I desire that my \$300 statutory exemption be
 (I) set aside in kind (specify property to be set aside in kind):

(II) paid in cash following the sale of personal property levied upon; or
(b) I claim the following exemption (specify property and basis of
exemption):

2. From my property which is in the possession of a third party, I claim the
following exemptions:
(a) my \$300 statutory exemption: in cash; in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$ _____;
(c) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

Address: _____

Telephone: _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.P.S. §4904 relating to unsworn falsification to authorities.

Date: _____
(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:

Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By: Phillip D. Berger, Esquire

Attorney I.D. #58942

450 N. Narberth Avenue

Narberth, PA 19072

610-668-0770

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

INTERROGATORIES TO GARNISHEE

TO: Northwest Savings Bank
1200 S. Second Street
Clearfield, PA 16830

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you

1. At the time you were served or at any subsequent time did you owe either or both of the defendants Gustino DeMatteo, SS# ____ 3477 and/or Penelope DeMatteo, SS# ____ 1823 any money or were you liable to the either or both of the defendants on any negotiable or other written instrument, or did either or both of the defendants claim that you owed either or both of the defendants any money or were liable to either or both of the defendants for any reasons?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by either or both of the defendants?
3. At the time you were served or at any subsequent time did you hold legal title to any

property of any nature owned solely or in part by either or both of the defendants or in which either or both of the defendants held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which either or both of the defendants had an interest?
5. At any time before or after you were served did either or both of the defendants transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so, what was the consideration thereof?
6. At any time after you were served did you pay, transfer or deliver any money or property to either or both of the defendants or to any person or place pursuant to either or both of the defendants' direction or otherwise discharge any claim of either or both of the defendants against you?
7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did either or both of the defendants have funds on deposit in any account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.
8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did either or both of the defendants have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa. C.S. § 8123? If so, identify each account.
9. If your answer to any of the above questions is "yes" set forth the nature of the property, the amount, how held, and the location of same.

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By: 

PHILLIP D. BERGER, ESQUIRE
Attorney for Plaintiff

Dated: 5/23/08

BROWN BARK I, L.P., successor by assignment from National City Bank, successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

OPY

NO. 08-75-CD

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: Gustino DeMatteo and/or Penelope DeMatteo, defendants

- (1) You are directed to levy upon the property of either or both of the defendants and to sell the defendants' interest therein:
- (2) You are also directed to attach the property of either or both of the defendants not levied upon in the possession of Northwest Savings Bank as garnishee

(specifically describe property)

Levy the bank account of Gustino DeMatteo, SS# ___-__-3477 and/or Penelope DeMatteo, SS# ___-__-1823 at Northwest Savings Bank, 1200 S. Second Street, Clearfield, PA 16830

and to notify the garnishee that

- (a) an attachment has been issued;
- (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution;

- (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
- (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

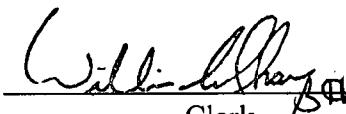
(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify [him] such other person that he or she has been added as garnishee and is enjoined as above stated.

| | |
|----------------------|---------------------------------|
| AMOUNT DUE | \$27,258.09 |
| INTEREST | |
| from 1/17/08-5/22/08 | 564.29 |
| (Costs to be added) | <u>270.00</u> |
| TOTAL | \$28,092.38 |
| | 40.00 Prothonotary costs |

, Prothonotary

Seal of the Court

By



Clerk

Date: May 27, 2008

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-75-CD

BROWN BARK I,L.P., Successor

vs

GUSTINO DEMATTEO and PENELOPE DEMATTEO i/a/d/b/a CLEARFIELD BEAUTY ACADEMY
TO: NORTHWEST SAVINGS BANK, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 06/05/2008 ASAP HEARING: PAGE: 104214

DEFENDANT: NORTHWEST SAVINGS BANK, Garnishee
ADDRESS: 1200 S. SECOND ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

FILED
013:35PM
MAY 30 2008
William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, May 29th 2008 AT 9:10 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON NORTHWEST SAVINGS BANK, Garnishee,
DEFENDANT

BY HANDING TO Annette Lumadue , ASST. M. G.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 1200 S 2nd ST CLEP

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR NORTHWEST SAVINGS BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO NORTHWEST SAVINGS BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George J. Johnson
Deputy Signature

George J. Johnson
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104214
NO: 08-75-CD
SERVICES 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: BROWN BARK I,L.P., Successor

vs.

DEFENDANT: GUSTINO DEMATTEO and PENELOPE DEMATTEO i/a/d/b/a CLEARFIELD BEAUTY ACADEMY
TO: NORTHWEST SAVINGS BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | LUNDY | 43150 | 10.00 |
| SHERIFF HAWKINS | LUNDY | 43150 | 20.00 |

FILED
012:48:301
JUN 02 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: Phillip D. Berger, Esquire
Attorney I.D. #58942
450 N. Narberth Avenue
Narberth, PA 19072
610-668-0770

FILED

JUN 11 2008
6/11/08
William A. Shaw
Prothonotary/Clerk of Courts
No 4C 60

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank
4100 Greenbriar, Suite 180
Stafford, TX 77477

Plaintiff,

v.
GUSTINO DEMATTEO
22 N. 3rd Avenue
Clearfield, PA 16830
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY
22 N. 3rd Avenue
Clearfield, PA 16830

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

INTERROGATORIES TO GARNISHEE

TO: Northwest Savings Bank
1200 S. Second Street
Clearfield, PA 16830

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you

1. At the time you were served or at any subsequent time did you owe either or both of the defendants Gustino DeMatteo, SS# ____ 3477 and/or Penelope DeMatteo, SS# ____ 1823 any money or were you liable to the either or both of the defendants on any negotiable or other written instrument, or did either or both of the defendants claim that you owed either or both of the defendants any money or were liable to either or both of the defendants for any reasons? *No*
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by either or both of the defendants? *6 accounts with a combined balance of \$ 816.88 after exemptions and fees.*
3. At the time you were served or at any subsequent time did you hold legal title to any

property of any nature owned solely or in part by either or both of the defendants or in which either or both of the defendants held or claimed any interest? *NO*

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which either or both of the defendants had an interest? *NO*
5. At any time before or after you were served did either or both of the defendants transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so, what was the consideration thereof? *NO*
6. At any time after you were served did you pay, transfer or deliver any money or property to either or both of the defendants or to any person or place pursuant to either or both of the defendants' direction or otherwise discharge any claim of either or both of the defendants against you? *NO*
7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did either or both of the defendants have funds on deposit in any account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.
Checking account - #554000208 - Social Security
8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did either or both of the defendants have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa. C.S. § 8123? If so, identify each account.
9841003250 - \$ 131.52
550100009 - \$ 21.63
554010611 - \$ 929.83
9. If your answer to any of the above questions is "yes" set forth the nature of the property, the amount, how held, and the location of same.
*Funds as stipulated above are being held in
Savings and checking accounts.*

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By: 

PHILLIP D. BERGER, ESQUIRE
Attorney for Plaintiff

Dated: 5/23/08



Where people make the difference.

100 LIBERTY STREET

P. C. BOX 128

WARREN, PENNSYLVANIA 16365

RE: Brown Bank I LP successor by
Assignment from National City Bank
Successor to Integra Bank

Vs.

Gustino DeMatteo and
Penelope DeMatteo individually and
D/b/a/ Clearfield Beauty Academy
Commonwealth of Pennsylvania
County of Clearfield
Case No 08-75-CD

VERIFICATION

The undersigned does hereby verify under penalty of perjury, that he/she is the legal representative of Northwest Savings Bank, Garnishee herein, that he/she is duly authorized to make this Verification and that the facts set forth in the foregoing INTERROGATORIES are true and correct to the best of his/her knowledge, information and belief.

Lee Barney

6-06-08

Please forward all future related documents from the above referenced case number to:

Northwest Savings Bank
Attn: Lee Barney
100 Liberty St
PO Box 128
Warren PA 16365
PH: 814-728-7355

Thank you.

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

Brown Bank I LP successor by assignment from
National City Bank successor to Integra Bank
Plaintiff

vs.

Gustino DeMatteo and Penelope DeMatteo
D/b/a Clearfield Beauty Academy

Defendant

v.

NORTHWEST SAVINGS BANK,
Garnishee

Case No 08-75-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answers to Interrogatories in Attachment was mailed by first class mail, postage prepaid, or hand delivered this 6th day of June 2008, to unrepresented parties in the above captioned matter as follows:

Gustino and Penelope Demateo
1411 Joseph Rd
Clearfield, Pa 16830

Lundy, Flitter, Beldecos & Berger PC
450 N Narberth Ave
Narberth, Pa 19072

By Lee Barney 6-06-08
Lee Barney
Northwest Savings Bank
100 Liberty St
PO Box 128
Warren PA 16365
(814) 728-7355

LUNDY, FLITTER, BELDECOS & BERGER, P.C.
By: PHILLIP D. BERGER, ESQUIRE
Identification Number: 58942
450 N. Narberth Avenue
Narberth, PA 19072-0278
(610) 668-0770

ATTORNEYS FOR PLAINTIFF

BROWN BARK I, L.P., successor by
assignment from National City Bank,
successor to Integra Bank

Plaintiff,

v.
GUSTINO DEMATTEO
and
PENELOPE DEMATTEO, individually and
d/b/a CLEARFIELD BEAUTY ACADEMY

Defendants,
and
NORTHWEST SAVINGS BANK
Garnishee

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-75-CD

ORDER TO RELEASE GARNISHMENT

TO THE PROTHONOTARY:

Please release the garnishment of the bank account(s) of Gustino Dematteo and Penelope Dematteo at Northwest Savings Bank, 100 Liberty Street, Warren, Pennsylvania in the above-captioned matter.

LUNDY, FLITTER, BELDECOS & BERGER, P.C.

By:


PHILLIP D. BERGER, ESQUIRE

Dated: 12/8/09

FILED
M 11:35 AM
DEC 10 2009
S William A. Shaw
Prothonotary/Clerk of Courts
Atty pd
7.00
610

FILED

NOV 19 2010

12-2010

William A. Shaw

Prothonotary/Clerk of Courts

I CURE TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by
Assignment from National City Bank,
Successor to Integra Bank,

Plaintiff,

vs.

GUSTINO DEMATTEO, PENELOPE
DEMATTTEO, individually and d/b/a
CLEARFIELD BEAUTY ACADEMY,

Defendants.

CIVIL DIVISION

No. 2008-75-CD

MOTION FOR LEAVE OF COURT
TO AMEND CAPTION

Filed on behalf of BROWN BARK I, L.P.,
Successor by Assignment from National City
Bank, Successor to Integra, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|-------------------------------------|---|----------------|
| BROWN BARK I, L.P., successor by |) | CIVIL DIVISION |
| Assignment from National City Bank, |) | |
| Successor to Integra Bank, |) | No. 2008-75-CD |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| GUSTINO DEMATTEO, PENELOPE |) | |
| DEMATTTEO, individually and d/b/a |) | |
| CLEARFIELD BEAUTY ACADEMY, |) | |
| |) | |
| Defendants. |) | |

MOTION FOR LEAVE OF COURT TO AMEND CAPTION

AND NOW COMES the Plaintiff, Brown Bark I, L.P., Successor by Assignment from National City Bank, Successor to Integra Bank (the "Plaintiff"), by and through its counsel, Tucker Arensberg, P.C., and moves this Court for an Order amending the caption of the within action pursuant to Pa. R.C.P. No. 1033, stating as follows:

1. On January 17, 2008, the Plaintiff filed a Complaint in Confession at the above-referenced action number.
2. Subsequent thereto, it was determined that the Plaintiff had incorrectly listed one of the Defendants as Penelope DeMatteo rather than Penelope DeMatteo as outlined in the loan documents attached to the complaint.
3. Pa. R.C.P. 1033 permits a party to petition the court at any time to change the name of a party or amend a pleading.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
)
 Plaintiff,)
)
 vs.)
)
 GUSTINO DEMATTEO, PENELOPE)
 DEMATTEO, individually and d/b/a)
 CLEARFIELD BEAUTY ACADEMY,)
)
 Defendants.)

CERTIFICATE OF SERVICE

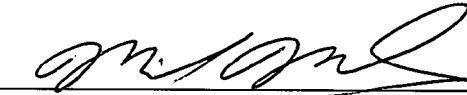
I hereby certify that I am this day serving the within document upon the person and in the manner indicated below.

1. Service by certified mail, return receipt requested and United States first class mail:

Gustino DeMatteo
22 N. 3rd Avenue
Clearfield, Pennsylvania 16830

Penelope DeMatteo
22 N. 3rd Avenue
Clearfield, Pennsylvania 16830

Date: November 11, 2010



Michael C. Mazack, Esquire

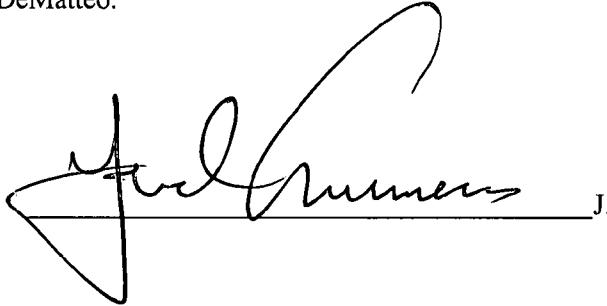
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
)
Plaintiff,)
)
vs.)
)
GUSTINO DEMATTEO, PENELOPE)
DEMATTTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
)
Defendants.)

ORDER OF COURT

AND NOW, to-wit, this 22 day of Nov., 2010, upon consideration of Plaintiff's Motion for Leave of Court to Amend Caption, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is granted. Brown Bark I, L.P., Successor by Assignment from National City Bank, Successor to Integra Bank is permitted to amend the caption in the case identified above, to change the name of the second defendant to Penelope DeMatteo.

Proth - P
Note

 Michael J. Summers

FILED ICC
S 010:04 6th Amy
NOV 23 2010 mazach
William A. Shaw
Prothonotary/Clerk of Courts

FILED

NOV 23 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/23/10

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by
Assignment from National City Bank,
Successor to Integra Bank,

Plaintiff,

vs.

GUSTINO DEMATTEO, PENALOPE
DEMATTEO, individually and d/b/a
CLEARFIELD BEAUTY ACADEMY,

Defendants.

CIVIL DIVISION

No. 2008-75-CD

PRAECIPE TO ISSUE
WRIT OF EXECUTION
ON CONFESSED JUDGMENT

Filed on behalf of BROWN BARK I, L.P.,
Successor by Assignment from National
City Bank, Successor to Integra, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

CERTIFICATE OF ADDRESS:

710 Weaver Street
Clearfield, Pennsylvania 16830
Tax Parcel I.D. No. 123-K08-251-00112

604
FILED Atty pd.
M 1/30/2011 \$20.00
S JAN 31 2011
William A. Shaw
Prothonotary/Clerk of Courts
W/Cop. W/Prop.
desc. to Sheriff
ICCOle
Writs
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
)
Plaintiff,)
)
vs.)
)
GUSTINO DEMATTEO, PENALOPE)
DEMATTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
)
Defendants.)

PRAECIPE FOR WRIT OF EXECUTION ON CONFESSED JUDGMENT

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution on Confessed Judgment in the above matter as follows:

(1) Directed to the Sheriff of Clearfield County;
(2) Against Penelope DeMatteo:

Judgment Amount \$ 27,258.09

Interest from 12/18/07 through 2/28/11
(per diem \$4.48) 5,232.64

Attorney's Costs 625.00

Sub-total \$33,115.73

Costs (to be added by the Prothonotary)

Total \$ 67.00

I certify that:

67.00 Prothonotary costs

(a) this Praecipe is based upon a judgment entered by confession; and
(b) Notice of the Judgment, pursuant to Rule 2958.1, was served on the defendants
on January 28, 2008.

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Michael C. Mazack, Esquire
Attorney for BROWN BARK I, L.P., successor by
Assignment from National City Bank, Successor to
Integra Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
)
Plaintiff,)
)
vs.)
)
GUSTINO DEMATTEO, PENALOPE)
DEMATTTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
)
Defendants.)

AFFIDAVIT OF NON-MILITARY SERVICE

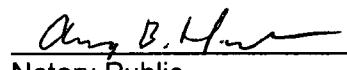
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

I, Brett A. Solomon, Esquire, and Michael C. Mazack, Esquire, attorney for BROWN
BARK I, L.P., successor by Assignment from National City Bank, Successor to Integra Bank,
being duly sworn according to law, hereby depose and say that the Defendant, Penelope
DeMatteo, is not a member of the military service of the United States of America to the best of
my knowledge, information and belief.



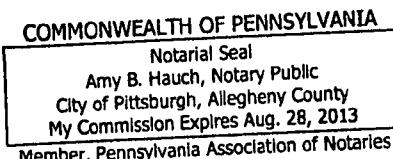
Brett A. Solomon
Michael C. Mazack

Sworn to and subscribed before me
this 27 day of January, 2011.



Amy B. Hauch
Notary Public

My Commission Expires:
BANK_FIN:392084-1 019958-146504



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|-------------------------------------|---|----------------|
| BROWN BARK I, L.P., successor by |) | CIVIL DIVISION |
| Assignment from National City Bank, |) | |
| Successor to Integra Bank, |) | No. 2008-75-CD |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| GUSTINO DEMATTEO, PENALOPE |) | |
| DEMATTEO, individually and d/b/a |) | |
| CLEARFIELD BEAUTY ACADEMY, |) | |
| |) | |
| Defendants. |) | |

NOTICE

There is a judgment against you and your property is being taken or held in order to pay it. The law provides that certain property cannot be taken. Such property is said to be exempt.

There is a debtor's exemption of \$300.00 and an exemption of U.S. Social Security benefits. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. There may be others which make it to your benefit to consult an attorney.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt hearing;
- (2) Deliver the form or mail it to the Clerk of Court's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, Pennsylvania 16830
Telephone: (814) 765-2641 - Ext. 50-51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
Plaintiff,)
vs.)
GUSTINO DEMATTEO, PENALOPE)
DEMATTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
Defendants.)

CLAIM FOR EXEMPTION

TO: PROTHONOTARY OF CLEARFIELD COUNTY

I, the above named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,
(a) I desire that my \$300.00 statutory exemption be
____ (i) set aside in kind (specify property to be set aside in kind):

_____;

levied upon; _____ (ii) paid in cash following the sale of the property
or

(b) I claim the following exemption (specify property and basis of
exemption):
_____;

(2) From my property which is in the possession of a third party, I claim the following exemption:

(a) my \$300.00 statutory exemption:

in cash;

in kind (specify property);

_____;

(b) Social Security benefits on deposit in the amount of \$ _____;

(c) Other (specify amount and basis of exemption);

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

Name _____

Address _____

Telephone No. _____

I verify that the statements made in the Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: _____
(signature)

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY
1 North Second Street
Clearfield, Pennsylvania 16830
Telephone: (814) 765-2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by
Assignment from National City Bank,
Successor to Integra Bank,

CIVIL DIVISION

No. 2008-75-CD

Plaintiff,

vs.

GUSTINO DEMATTEO, PENALOPE
DEMATTEO, individually and d/b/a
CLEARFIELD BEAUTY ACADEMY,

Defendants.

AFFIDAVIT PURSUANT TO
PA. R.C.P. 3129.1

Filed on behalf of BROWN BARK I, L.P.,
successor by Assignment from National City
Bank, Successor to Integra Bank,

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
Plaintiff,)
VS.)
GUSTINO DEMATTEO, PENALOPE)
DEMATTTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
Defendants.)

AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1

BROWN BARK I, L.P., successor by assignment from National City Bank, Successor to Integra Bank, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 710 Weaver Street, Clearfield Pennsylvania 16830 (Tax Parcel I.D. No. 123-K08-251-00112):

1. Name and address of the Owner(s) or Reputed Owner(s):

Penelope DeMatteo c/o James A. Naddeo, Esquire
207 East Market Street
P.O. Box 552
Clearfield, PA 16830

2. Name and address of Defendant(s) in the judgment:

SAME

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

BROWN BARK I, L.P., successor
by Assignment from National City
Bank, Successor to Integra Bank c/o Brett A. Solomon, Esquire
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, Pennsylvania 15222

Citibank USA, NA 1060 Andrew Drive
Apt/Suite 170
West Chester, Pa 19380

Harvest Credit Management VII,
LLC, as assignee of Wells Fargo/
Business Line

600 Seventh Street
Denver, CO 80202

4. Name and address of last recorded holder of every mortgage of record:

UNKNOWN

5. Name and address of every other person who has any record lien on their property:

UNKNOWN

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

CLEARFIELD COUNTY TREASURER

P. O. Box 289
Clearfield, PA 16830

CLEARFIELD COUNTY TAX CLAIM

Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

LAWRENCE TOWNSHIP

c/o Hazel E. Shifter , Tax Collector
205 Fulton Street
Clearfield, PA 16830

CLEARFIELD AREA SCHOOL
DISTRICT

c/o Hazel E. Shifter , Tax Collector
205 Fulton Street
Clearfield, PA 16830

CLEARFIELD AREA SCHOOL
DISTRICT

P. O. Box 289
Clearfield, PA 16830

CLEARFIELD COUNTY

c/o Hazel E. Shifter, Tax Collector
205 Fulton Street
Clearfield, PA 16830

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

CLEARFIELD COUNTY
DOMESTIC RELATIONS

230 E. Market Street
Clearfield, PA 16830

TENANT/OCCUPANT

710 Weaver Street
Clearfield, PA 16830

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

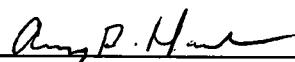
TUCKER ARENSBERG, P.C.

Dated: 1/27/11

By:

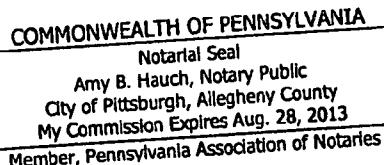

Brett A. Solomon, Esquire
Michael C. Mazack, Esquire
Attorney for BROWN BARK I, L.P., successor by
Assignment from National City Bank, Successor to
Integra Bank, Plaintiff

Sworn to and subscribed before me
this 27 day of January, 2011.


Amy B. Hauch
Notary Public

My Commission Expires:

BANK_FIN:392084-1 019958-146504



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by
Assignment from National City Bank,
Successor to Integra Bank,

CIVIL DIVISION

No. 2008-75-CD

Plaintiff,

vs.

GUSTINO DEMATTEO, PENALOPE
DEMATTEO, individually and d/b/a
CLEARFIELD BEAUTY ACADEMY,

AFFIDAVIT OF ACT 6

Defendants.

Filed on behalf of BROWN BARK I, L.P.,
successor by Assignment from National City
Bank, Successor to Integra Bank,

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
)
Plaintiff,)
)
vs.)
)
GUSTINO DEMATTEO, PENALOPE)
DEMATTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
)
Defendants.)

AFFIDAVIT OF ACT 6

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

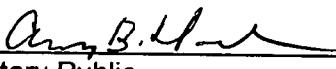
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and
County, personally appeared Michael C. Mazack, Esquire, who being duly sworn, deposes and
says:

THAT Notice of Brown Bark I, L.P.'s intention to foreclose, pursuant to 41 P.S. §403 (Act
6 of 1974), was not required because, *inter alia*, the subject obligation is not a "residential
mortgage" as defined by Act 6.



Michael C. Mazack, Esquire
Attorney for BROWN BARK I, L.P., successor by
Assignment from National City Bank, Successor to
Integra Bank, Plaintiff

Sworn to and subscribed before me
this 27 day of January, 2011.



Amy B. Hauch
Notary Public

My Commission Expires:
BANK_FIN:392084-1 019958-146504

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Amy B. Hauch, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Aug. 28, 2013
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by
Assignment from National City Bank,
Successor to Integra Bank,

CIVIL DIVISION

No. 2008-75-CD

Plaintiff,

vs.

GUSTINO DEMATTEO, PENALOPE
DEMATTEO, individually and d/b/a
CLEARFIELD BEAUTY ACADEMY,

AFFIDAVIT OF ACT 91

Defendants.

Filed on behalf of BROWN BARK I, L.P.,
successor by Assignment from National City
Bank, Successor to Integra Bank,

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
Plaintiff,)
vs.)
GUSTINO DEMATTEO, PENALOPE)
DEMATTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
Defendants.)

AFFIDAVIT OF ACT 91

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

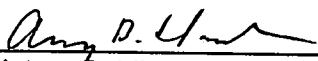
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Michael C. Mazack, Esquire, who being duly sworn, deposes and says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was not required because, *inter alia*, is not "owner occupied" as required by Act 91.



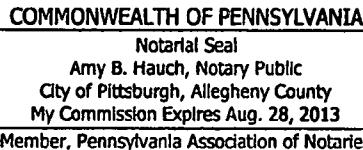
Michael C. Mazack, Esquire
Attorney for BROWN BARK I, L.P., successor by
Assignment from National City Bank, Successor to
Integra Bank, Plaintiff

Sworn to and subscribed before me
this 27 day of January, 2011.



Amy B. Hauch
Notary Public

My Commission Expires:
BANK_FIN:392084-1 019958-146504



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by
Assignment from National City Bank,
Successor to Integra Bank,

CIVIL DIVISION

No. 2008-75-CD

Plaintiff,

vs.

GUSTINO DEMATTEO, PENALOPE
DEMATTEO, individually and d/b/a
CLEARFIELD BEAUTY ACADEMY,

AFFIDAVIT OF LAST KNOWN
ADDRESS OF DEFENDANTS

Defendants.

Filed on behalf of BROWN BARK I, L.P.,
successor by Assignment from National City
Bank, Successor to Integra Bank,

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
)
Plaintiff,)
)
vs.)
)
GUSTINO DEMATTEO, PENALOPE)
DEMATTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
)
Defendants.)

AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Michael C. Mazack, Esquire, who being duly sworn, deposes and says as follows:

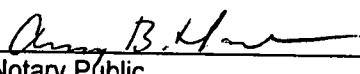
1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendant, Penelope DeMatteo, is 22 N. 3rd Avenue, Clearfield, Pennsylvania.

TUCKER ARENSBERG, P.C.



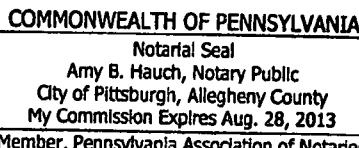
Michael C. Mazack, Esquire
Attorney for BROWN BARK I, L.P., successor by
Assignment from National City Bank, Successor to
Integra Bank, Plaintiff

Sworn to and subscribed before me
this 27 day of January, 2011.



Notary Public

My Commission Expires:



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

Brown Bark I, LP, successor by Assignment
from National City Bank, Successor to Integra Bank

COPY

Vs.

No.: 2008-00075-CD

Gustino DeMatteo, Penelope DeMatteo, indiv. and
d/b/a Clearfield Beauty Academy

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Gustino DeMatteo, Penelope DeMatteo, indiv. and d/b/a Clearfield Beauty Academy, Defendant(s):

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

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

and to notify the garnishee that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution

i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

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

AMOUNT DUE/PRINCIPAL: \$27,258.09
INTEREST FROM 12/18/07
Through 2/28/11 (per diem \$4.48): \$5,232.64
ATTY'S COSTS: \$625.00
DATE: 1/31/2011

PROTH. COSTS PAID: \$67.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff _____

Requesting Party:
Michael C. Mazack, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
)
Plaintiff,)
)
vs.)
)
GUSTINO DEMATTEO, PENALOPE)
DEMATTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
)
Defendants.)

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain lot, messuage or plot of ground situate, lying and being in what was known as Clements' Addition to the Borough of West Clearfield now Lawrence Township, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at a point on Weaver Street at a corner of lot now or formerly owned by Thomas Gleason; thence in a south-westerly direction along lot of said Gleason, one hundred and eighty (180) feet to an alley; thence, in a North-westerly direction along the said alley, fifty (50) feet to lot now or formerly of Ed Walther; thence in a north-Easterly direction along line of said Walther's lot, one hundred and eighty (180) feet to Weaver Street aforesaid; thence South-easterly along line of Weaver Street fifty (50) feet to corner of lot of said Gleason and place of beginning.

Being the same premises conveyed to Guistino DeMatteo and Penelope DeMatteo by deed of Arlene Gfrerer, Administratrix of the Estate of Eugene Gfrerer, dated March 18, 1993 and recorded March 18, 1993 in Clearfield County Deed Book 1519, page 218.

Parcel No. 123-K08-251-00112

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Michael C. Mazack, Esquire
Attorney for BROWN BARK I, L.P., successor by
Assignment from National City Bank, Successor to
Integra Bank, Plaintiff

FILED *rc*

5 FEB 28 2011
m/10:40/
William A. Shaw
Prothonotary/Clerk of Courts

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

BROWN BARK I, L.P. successor by
Assignment from National City Bank
Successor to Integra Bank,

Plaintiff,

CIVIL DIVISION

No. 2008-75-CD

vs.

GUSTINO DEMATTEO, PENALOPE
DEMATTEO, individually and d/b/a
CLEARFIELD BEAUTY ACADEMY,

Defendants.

VERIFICATION OF SERVICE OF NOTICE
OF SALE TO LIEN CREDITORS
PURSUANT TO PA. R.C.P. 3129
Filed on behalf of BROWN BARK I, L.P.
Plaintiff

Counsel of record for this party:

Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

Sale Date.: May 6, 2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P. successor by) CIVIL DIVISION
Assignment from National City Bank)
Successor to Integra Bank,)
Plaintiff,) No. 2008-75-CD
vs.)
GUSTINO DEMATTEO, PENALOPE)
DEMATTTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
Defendants.)

**VERIFICATION OF SERVICE OF NOTICE OF SALE
TO LIEN CREDITORS**

The undersigned does hereby certify that service of the Notice of Sale was completed on Defendant, Penelope DeMatteo, by certified mail at his last known address of 22 N. 3rd Street, Clearfield, PA 16830 on February 19, 2011. A copy of the certified mail receipt is attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by First Class Mail to all Lien Creditors and Parties of Interest on February 22, 2011 as evidenced by the certificates of mailing (P.S. Form 3817) attached hereto as Exhibit "B".



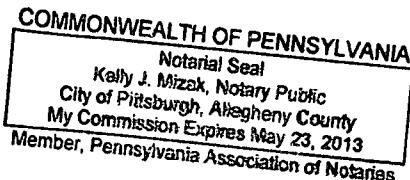
Michael C. Mazack, Esquire

Sworn to and subscribed before me

this 25 day of February 2011.

Notary Public

My Commission Expires:



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:

Penelope DeMatteo
22 N. 3rd Avenue ST
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Thomas J. DeMatteo

 Agent Address

B. Received by (Printed Name)

C. Date of Delivery

Feb 19 2011

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

STREET

3. Service Type

| | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7009 2820 0004 4081 9415

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

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

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

CLEARFIELD PA 16820

OFFICIAL USE

| | | |
|---|----|------|
| Postage | \$ | 0071 |
| Certified Fee | \$ | 2.80 |
| Return Receipt Fee (Endorsement Required) | \$ | 2.30 |
| Restricted Delivery Fee (Endorsement Required) | \$ | 0.00 |
| Total Postage & Fees | \$ | 5.54 |

02/18/2011

Sent To

Penelope DeMatteo

Street, Apt. No.,

or PO Box No.

City, State, ZIP+4

22 N. 3rd Avenue

Clearfield, PA 16830

PS Form 3800, August 2006

See Reverse for Instruction

EXHIBIT

tables

A

| Name and Address of Sender | Line Article Number | Name of Addressee, Street, and Post Office Address | Indicate Type of Mail: | | | | | Check Appropriate block for Registered Mail: | | | Affix stamp here if issued as certificate of mailing or for additional copies of this bill. | | |
|--------------------------------------|---------------------|--|------------------------|---------|-----|-----------|--------------------------------|--|--------------|-----------------------|---|------------------------------|--|
| | | | Registered | Insured | COD | Certified | Return Receipt for merchandise | Intl Recorded | Express Mail | With Postal Insurance | Without Postal Insurance | Postmark and Date of Receipt | |
| BROWN BARK/DEMATTEO 019958/146504 | | | | | | | | | | | | | |
| 1 | | Citibank USA, NA 1060 Andrew Drive Apt/Suite 1170 West Chester, Pa 19380 | .44 | .42 | | | | | | | | | |
| 2 | | Harvest Credit Management VII, LLC, as assignee of Wells Fargo/ Business Line 600 Seventh Street Denver, CO 80202 | .44 | .42 | | | | | | | | | |
| 3 | | Clearfield County Treasurer Clearfield County Courthouse P. O. Box 289 Clearfield, PA 16830 | .44 | .42 | | | | | | | | | |
| 4 | | Clearfield County Tax Claim Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830 | .44 | .42 | | | | | | | | | |
| 5 | | Lawrence Township c/o Hazel E. Shifter , Tax Collector 205 Fulton Street Clearfield, PA 16830 | .44 | .42 | | | | | | | | | |
| 6 | | Clearfield Area School District c/o Hazel E. Shifter , Tax Collector 205 Fulton Street Clearfield, PA 16830 | .44 | .42 | | | | | | | | | |
| 7 | | Clearfield Area School District P. O. Box 289 Clearfield, PA 16830 | .44 | .42 | | | | | | | | | |
| 8 | | Clearfield County Domestic Relations 230 E. Market Street Clearfield, PA 16830 | .44 | .42 | | | | | | | | | |

04111217601
ZIP 15222



US POSTAGE \$03.36¢

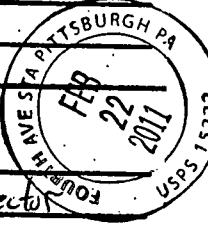
neopost®



EXHIBIT



MGF 019958-146504 ReMatto

| U.S. POSTAL SERVICE | CERTIFICATE OF MAILING |
|---|--|
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER | |
| Received From: <u>Matt Friedberg</u> 1500 One PPG Place Pittsburgh, PA 15222 |   |
| One piece of ordinary mail addressed to: <u>Clearfield County</u> <u>c/o Hazel E. Shaffer, Tax Collector</u> 205 Fulton Street Clearfield, PA 16830 | |

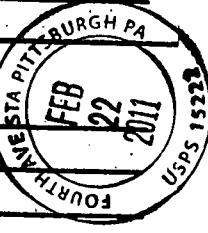
PS Form 3817, January 2001

US POSTAGE

\$01.15⁰

neopost[®]

MGF 019958-146504 ReMatto

| U.S. POSTAL SERVICE | CERTIFICATE OF MAILING |
|---|--|
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER | |
| Received From: <u>Matt Friedberg</u> 1500 One PPG Place Pittsburgh, PA 15222 |   |
| One piece of ordinary mail addressed to: <u>Tenant/Occupant</u> 710 Weaver Street Clearfield, PA 16830 | |

PS Form 3817, January 2001

US POSTAGE

\$01.15⁰

neopost[®]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21308

NO: 08-75-CD

PLAINTIFF: BROWN BARK I, L.P., SUCCESSOR BY ASSIGNMENT FROM NATIONAL CITY BANK, SUCCESSOR TO INTEGRA BANK

VS.

DEFENDANT: GUSTINO DEMATTEO, PENALOPE DEMATTEO, INDIVIDUALLY AND D/B/A CLEARFIELD BEAUTY ACADEMY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/31/2011

LEVY TAKEN 2/16/2011 @ 10:45 AM

POSTED 2/16/2011 @ 10:45 AM

SALE HELD 5/6/2011

SOLD TO BROWN BARK I, L.P.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 6/20/2011

DATE DEED FILED 6/20/2011

PROPERTY ADDRESS 710 WEAVER STREET CLEARFIELD, PA 16830

SERVICES

2/16/2011 @ 10:55 AM SERVED PENALOPE DEMATTEO INDIV AND D/B/A

SERVED PENALOPE DEMATTEO INDIV AND D/B/A CLEARFIELD BEAUTY ACADEMY, 22 N. 3RD AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PENALOPE DEMATTEO

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

2/16/2011 @ 10:45 AM SERVED SHARON DELGROSSO

SERVED SHARON DELGROSSO, RENTER/OCCUPANT, AT 710 WEAVER STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHARON DELGROSSO

NOTICE OF SALE AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

FILED
05-27-11
JUN 20 2011
William A. Shaw
Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21308
NO: 08-75-CD

PLAINTIFF: BROWN BARK I, L.P., SUCCESSOR BY ASSIGNMENT FROM NATIONAL CITY BANK, SUCCESSOR TO
INTEGRA BANK

vs.

DEFENDANT: GUSTINO DEMATTEO, PENALOPE DEMATTEO, INDIVIDUALLY AND D/B/A CLEARIFIED BEAUTY
ACADEMY

Execution REAL ESTATE

SHERIFF RETURN

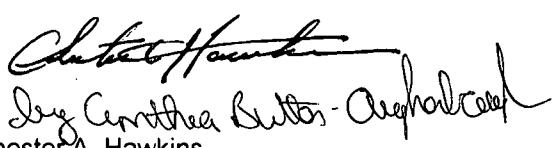
SHERIFF HAWKINS \$192.28

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2011


by *Carriera Butter - Aghajanian*
Chester A. Hawkins
Sheriff

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

Brown Bark I, LP, successor by Assignment
from National City Bank, Successor to Integra Bank

Vs.

No.: 2008-00075-CD

Gustino DeMatteo, Penelope DeMatteo, indiv. and
d/b/a Clearfield Beauty Academy

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against Gustino DeMatteo, Penelope DeMatteo, indiv. and d/b/a Clearfield Beauty Academy, Defendant(s):

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

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

and to notify the garnishee that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution

i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000 of each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

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

AMOUNT DUE/PRINCIPAL: \$27,258.09

INTEREST FROM 12/18/07

Through 2/28/11 (per diem \$4.48): \$5,232.64

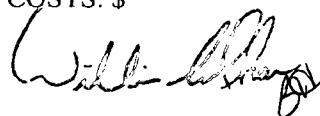
ATTY'S COSTS: \$625.00

DATE: 1/31/2011

PROTH. COSTS PAID: \$67.00

SHERIFF: \$

OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 31st day
of January A.D. 2011
at 8:00 A.M. (P.M.)

Charles A. Hendrick
Sheriff Jay Cynthia Buttler-Deppenbier

Requesting Party:
Michael C. Mazack, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROWN BARK I, L.P., successor by) CIVIL DIVISION
Assignment from National City Bank,)
Successor to Integra Bank,) No. 2008-75-CD
)
Plaintiff,)
)
vs.)
)
GUSTINO DEMATTEO, PENALOPE)
DEMATTEO, individually and d/b/a)
CLEARFIELD BEAUTY ACADEMY,)
)
Defendants.)

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain lot, messuage or plot of ground situate, lying and being in what was known as Clements' Addition to the Borough of West Clearfield now Lawrence Township, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at a point on Weaver Street at a corner of lot now or formerly owned by Thomas Gleason; thence in a south-westerly direction along lot of said Gleason, one hundred and eighty (180) feet to an alley; thence, in a North-westerly direction along the said alley, fifty (50) feet to lot now or formerly of Ed Walthers; thence in a north-Easterly direction along line of said Walthers' lot, one hundred and eighty (180) feet to Weaver Street aforesaid; thence South-easterly along line of Weaver Street fifty (50) feet to corner of lot of said Gleason and place of beginning.

Being the same premises conveyed to Guistino DeMatteo and Penelope DeMatteo by deed of Arlene Gfrerer, Administratrix of the Estate of Eugene Gfrerer, dated March 18, 1993 and recorded March 18, 1993 in Clearfield County Deed Book 1519, page 218.

Parcel No. 123-K08-251-00112

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Michael C. Mazack, Esquire
Attorney for BROWN BARK I, L.P., successor by
Assignment from National City Bank, Successor to
Integra Bank, Plaintiff

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME PENALOPE DEMATTEO INDIV AND D/B/A

NO. 08-75-CD

NOW, June 20, 2011, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on May 06, 2011, I exposed the within described real estate of Gustino Dematteo, Penelope Dematteo, Individually And D/B/A Clearfield Beauty Academy to public venue or outcry at which time and place I sold the same to BROWN BARK I, L.P. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

| | | | |
|----------------------------|-----------------|--------------------------------|--------------------|
| RDR SERVICE | 15.00 | DEBT-AMOUNT DUE | 27,258.09 |
| MILEAGE | 15.00 | INTEREST @ 4.4800 % | 300.16 |
| LEVY | 3.00 | FROM 02/28/2011 TO 05/06/2011 | |
| MILEAGE | 15.00 | PROTH SATISFACTION | |
| POSTING | 3.00 | LATE CHARGES AND FEES | |
| CSDS | 15.00 | COST OF SUIT-TO BE ADDED | |
| COMMISSION | 10.00 | FORECLOSURE FEES | |
| POSTAGE | 0.00 | ATTORNEY COMMISSION | |
| HANDBILLS | 5.28 | REFUND OF ADVANCE | |
| DISTRIBUTION | 15.00 | REFUND OF SURCHARGE | 20.00 |
| ADVERTISING | 25.00 | SATISFACTION FEE | |
| ADD'L SERVICE | 15.00 | ESCROW DEFICIENCY | |
| DEED | 30.00 | PROPERTY INSPECTIONS | |
| ADD'L POSTING | | INTEREST | 5,232.64 |
| ADD'L MILEAGE | | MISCELLANEOUS | |
| ADD'L LEVY | | | |
| BID AMOUNT | 1.00 | TOTAL DEBT AND INTEREST | \$33,435.89 |
| RETURNS/DEPUTIZE | | | |
| COPIES | 15.00 | COSTS: | |
| | 5.00 | ADVERTISING | 331.00 |
| BILLING/PHONE/FAX | 5.00 | TAXES - COLLECTOR | |
| CONTINUED SALES | | TAXES - TAX CLAIM | |
| MISCELLANEOUS | | ASSESSMENT FEE | 10.00 |
| TOTAL SHERIFF COSTS | \$192.28 | LIEN SEARCH | 100.00 |
| | | ACKNOWLEDGEMENT | 5.00 |
| DEED COSTS: | | DEED COSTS | 643.34 |
| ACKNOWLEDGEMENT | 5.00 | SHERIFF COSTS | 192.28 |
| REGISTER & RECORDER | 53.50 | LEGAL JOURNAL COSTS | 135.00 |
| TRANSFER TAX 2% | 589.84 | PROTHONOTARY | 67.00 |
| TOTAL DEED COSTS | \$643.34 | MORTGAGE SEARCH | 40.00 |
| | | MUNICIPAL LIEN | 323.08 |
| | | TOTAL COSTS | \$1,846.69 |

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

FILED *Re*

S AUG 23 2013
n 10:45 AM
- William A. Shaw
Prothonotary/Clerk of Courts
COURT TO COURT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ATT

BROWN BARK I, L.P. successor by
Assignment from National City Bank
Successor to Integra Bank,

Plaintiff,

vs.

GUSTINO DEMATTEO, PENALOPE
DEMATTEO, individually and d/b/a
CLEARFIELD BEAUTY ACADEMY,

Defendants.

CIVIL DIVISION

No. 2008-75-CD

PRAECIPE TO SATISFY JUDGMENT

Filed on behalf of BROWN BARK I, L.P.
Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. Michael C. Mazack, Esquire
Pa. I.D. No. 205742
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

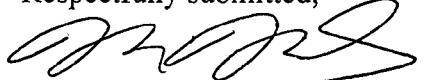
| | | |
|------------------------------------|---|----------------|
| BROWN BARK I, L.P. successor by |) | CIVIL DIVISION |
| Assignment from National City Bank |) | |
| Successor to Integra Bank, |) | |
| |) | |
| Plaintiff, |) | No. 2008-75-CD |
| |) | |
| vs. |) | |
| |) | |
| GUSTINO DEMATTEO, PENALOPE |) | |
| DEMATTTEO, individually and d/b/a |) | |
| CLEARFIELD BEAUTY ACADEMY, |) | |
| |) | |
| Defendants. |) | |

PRAECIPE TO SATISFY JUDGMENT

TO: Prothonotary, Clearfield County

Kindly mark the judgment in the above-referenced matter, entered in favor of Plaintiff and against the Defendants, Gustino DeMatteo, Penelope DeMatteo and Clearfield Beauty Academy, as satisfied.

Respectfully submitted,



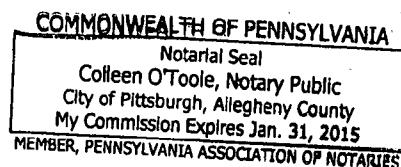
Michael C. Mazack, Esquire
Attorney for PNC Bank, National Association

Sworn to and subscribed before me
this 15th day of August, 2013.



Notary Public

BANK_FIN:460381-1 019958-146504



NORTHWEST SAVINGS BANK, as
successor by merger to CSB Bank,

Plaintiff
vs.

SCOTT D. GRAHAM d/b/a ABS
MECHANICALS,

Defendant

) IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
)
CIVIL ACTION-LAW
) NO. 2008-01610-CD
)
)

pd \$20.00
m 12.15 am 1cc + 1wr +
FILED 8 AUG 21 2013 to Atty &
Shft

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY:

Issue Writ of Revival of Judgment entered at Case No. 2008-01610 with the Court of
Common Pleas of Clearfield County, Pennsylvania indexed against Scott D. Graham d/b/a ABS
Mechanicals, in the amount of \$15,345.62 plus attorney fees, costs and interest from August 27,
2008. Costs, fees and interest continue to accrue until paid in full.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorney for Plaintiff

By:

Mark G. Claypool, Esquire
Pa. I.D. No. 63199

KNOX McLAUGHLIN GORNALL
& SENNETT, P.C.
120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

NORTHWEST SAVINGS BANK, as) IN THE COURT OF COMMON PLEAS OF
successor by merger to CSB Bank,) CLEARFIELD COUNTY, PENNSYLVANIA
)
Plaintiff)
vs.) CIVIL ACTION-LAW
SCOTT D. GRAHAM d/b/a ABS)
MECHANICALS,) NO. 2008-01610-CD
)
Defendant)

WRIT OF REVIVAL

TO: SCOTT D. GRAHAM d/b/a ABS MECHANICALS,

1. You are notified that the Plaintiff has commenced a proceeding to revive and continue the Judgment entered at 2008-01610 with the Court of Common Pleas of Clearfield County, Pennsylvania.
2. The Plaintiff claims that the amount due and unpaid is of \$15,345.62 plus attorney fees, costs and interest from August 27, 2008. Interest, costs and fees continue to accrue until paid in full
3. You are required within twenty (20) days after service of this Writ to file an answer or otherwise plead to this Writ. If you fail to do so, judgment of revival in the amount claimed by the Plaintiff may be entered without a hearing and you may lose your property or other important 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.

F. Cortez Bell III, Court Admin
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641, Ext. 5982

Date: August 21, 2013



PROTHONOTARY

By: _____
Deputy Prothonotary