

08-525-CD

Graystone Bank vs Lawrence Salone

FILED Atty pd.
MAR 24 2008 20.00
William A. Shaw
Prothonotary/Clerk of Courts
ICC Statement
to Atty
Notice to Def.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION

GRAYSTONE BANK,	:	
Plaintiff	:	
	:	
v.	:	No.
	:	
LAWRENCE J. SALONE,	:	
Defendant	:	

PRAECIPE TO ENTER JUDGMENT
PURSUANT TO PA. R.C.P. 3001

TO THE PROTHONOTARY:

Please enter judgment against Lawrence J. Salone in the amount of \$153,072.53 plus interest from the date of judgment and costs, in accordance with the attached certified copy of the docket entries and the certification of the amount of the judgment entered in the Centre County Court of Common Pleas, Civil Action No. 08-554, and index the judgment against Defendant Lawrence J. Salone.

Respectfully submitted,

BABST, CALLAND, CLEMENTS
& ZOMNIR, P.C.

BY: Timothy A. Schoonover
Elizabeth A. Dupuis, Esquire
PA #80149
Timothy A. Schoonover, Esquire
PA#76260
328 Innovation Blvd, Suite 200
State College, PA 16803
Phone: (814) 867-8055
Attorneys for Plaintiff


Date: 3/20/08

CERTIFICATION

I hereby certify that the judgment initially entered in Centre County is in the amount of \$153,072.53 plus interest from the date of judgment and costs, as reflected on the certified copy of the docket entries of Centre County, attached hereto and made a part hereof.

Respectfully submitted,

BABST, CALLAND, CLEMENTS
& ZOMNIR, P.C.

BY: 
Elizabeth A. Dupuis, Esquire
PA #80149
Timothy A. Schoonover, Esquire
PA#76260
328 Innovation Blvd, Suite 200
State College, PA 16803
Phone: (814) 867-8055
Attorneys for Plaintiff

Date: 3/20/08

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF CENTRE, } SS:

I Debra C. Immel Prothonotary
of the Court of common Pleas in and for said County, do hereby
certify that the foregoing is a full, true and correct copy of the whole
record of the case therein stated, wherein
..... Graystone Bank
Plaintiff, and
..... Lawrence J. Salone
.....

Defendant, so full and entire as the same remains of record before the said Court, at No. 2008-0554

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court,

this 19th day of March A.D. 20 08

..... Debra C. Immel
Debra C. Immel, Prothonotary

I David Grine President Judge of the forty-ninth Judicial District,
composed of the Courts of Common Pleas, Orphans' court and court of Quarter Sessions of the
Peace, do certify that Debra C. Immel by whom the annexed record, certificate and
attestation were made and given, and who, in his own proper handwriting, thereunto subscribed
his name and affixed the seal of the Court of Common Pleas of said county, was at the time of so
doing and now is Prothonotary in and for said county of centre in the commonwealth of
Pennsylvania, duly commissioned and qualified; to all of whose acts, as such, full faith and credit
are and ought to be given, as well in Courts of Judicature as elsewhere, and that the said record,
certificate and attestation are in due form of law and made by the proper officer

.....
President Judge

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF CENTRE, } SS:

I Debra C. Immel Prothonotary of the Court of Common Pleas
in and for said County, do certify that the Honorable David Grine
..... by whom the foregoing attestation was made, and who has thereunto subscribed his
name, was at the time of making thereof and still is President Judge of the Court of common Pleas,
Orphans' Court and Court of Quarter Sessions of the Peace in and for said County, duly commis-
sioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as
well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and

affixed the seal of said Court, this 19th day of

... March A.D. 20 08.

..... Debra C. Immel
Debra C. Immel, Prothonotary

Among the Records and Proceedings *enroiled in the Court of Common Pleas in
and for the county of Centre in the Commonwealth of Pennsylvania, to No.2008-0554.....
is contained the following:*

COPY OFGENERAL..... DOCKET ENTRY.

No. 2008-0554.....

.....
Graystone Bank.....

.....
VERSUS

.....Lawrence J. Salone.....

EXEMPLIFIED RECORD

From.....CENTRE.....County.

Debt, - - - \$.....153072.53..

Int. from.....

Costs.....

.....
Entered and Filed 02-11- 20 08

.....Debra C. Immel.....
Prothonotary

Centre County Prothonotary
Room 102 Courthouse
Bellefonte, PA 15823
(814) 355-6795

Page Number: 1
Case Number: 08-0554

GENERAL
JUDGMENT

Filed..... 02-11-2008
04:26

Sat/Dis/Cntd..

Litigants

Plaintiff(s)

GRAYSTONE BANK
CENTRE REGION
1965 WADDLE ROAD
STATE COLLEGE, PA 16803

Lawyer(s) for the Plaintiff(s)

DE BOEF, ANTHONY
1368 SOUTH ATHERTON ST.
STATE COLLEGE, PA 16801

PHONE: 231-4050

Defendant(s)

SALONE, LAWRENCE J.
2 HACKER STREET
MT. JEWETT, PA 16740

Lawyer(s) for the Defendant(s)

JUDGMENT 153072.53

Proceedings

02-11-2008 CONFESSION OF JUDGMENT ON NOTE, FILED. (MAILED NOTICE TO
DEF. - 02/21/08)
03-19-2008 LETTER FROM ATTORNEY TIMOTHY SCHOONOVER REQUESTING FOUR (4)
EXEMPLIFIED RECORDS, FILED. (FOUR (4) EXEMPLIFIED RECORDS
ISSUED - GAVE TO ATTORNEY SCHOONOVER {IN BOX AT 8:30 A. M.}
ON 03-20-2008.)

Fees

JUDGMENT NOTE, LSB, ETC. 21.00pd 02-20-2008
EXEMPLIFIED RECCRD 45.00pd 03-19-2008
=====

66.00

===== End of case print-out =====

CERTIFIED from the records as entered
and filed in this office

19th of Mar. A.D. 2008
Debra C. Samuel
Prothonotary and Clerk of the Court



IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA
CIVIL ACTION

GRAYSTONE BANK,
Plaintiff

vs

LAWRENCE J. SALONE,
Defendant

No. 08-554

NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON
NOTICE OF DEFENDANT'S RIGHTS

TC: LAWRENCE J. SALONE, Defendant

A Judgment in the amount of ONE HUNDRED FIFTY THREE THOUSAND SEVENTY TWO and 53/100 ----- (\$153,072.53) has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you. You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE IF YOU DO NOT HAVE A LAWYER AND CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

IF YOU DO NOT HAVE A LAWYER, CONTACT:
CENTRE COUNTY COURTHOUSE
BELLEFONTE, PA 16823

IF YOU CANNOT AFFORD A LAWYER, CONTACT:
COURT ADMINISTRATOR'S OFFICE
SECOND FLOOR, ROOM 208
CENTRE COUNTY COURTHOUSE
BELLEFONTE, PA 16823
TELEPHONE (814) 355-6727

DE BOEF LUCCHESI & ASSOC. PC

Anthony G. De Boef, Esquire
Attorney for Plaintiff

Dated: 2/11/08

from the records as entered
in this office
199
Mo. A.D. 20 08
Debra C. [Signature]
Prothonotary and Clerk of the Court

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA
CIVIL ACTION

GRAYSTONE BANK,
Plaintiff

vs.

No. 08-554

LAWRENCE J. SALONE,
Defendant

NOTICE TO DEFENDANT BY PROTHONOTARY OF
ENTRY OF CONFESED JUDGMENT

TO: LAWRENCE J. SALONE, Defendant

YOU are hereby notified that on Feb 11, 2008, judgment by confession was entered against you in the sum of ONE HUNDRED FIFTY THREE THOUSAND SEVENTY TWO and 53/100 -----DOLLARS, (\$153,072.53) in the above-captioned case.

Dated: 2-11-08

Debra C. Samuel
Prothonotary

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.

IF YOU DO NOT HAVE A LAWYER, CONTACT:
CENTRE COUNTY COURTHOUSE
BELLEFONTE, PA 16823

IF YOU CANNOT AFFORD A LAWYER, CONTACT:
COURT ADMINISTRATOR'S OFFICE
SECOND FLOOR, ROOM 208
CENTRE COUNTY COURTHOUSE
BELLEFONTE, PA 16823
TELEPHONE (814) 355-6727

I hereby certify that the following is the address of the defendant(s) stated in the certificate of residence:

Lawrence J. Salone
PO Box 585
Dubois, PA 15801

Anthony G. De Boef
Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA
CIVIL ACTION

GRAYSTONE BANK,
Plaintiff

vs.

LAWRENCE J. SALONE,
Defendant

No. 08-554

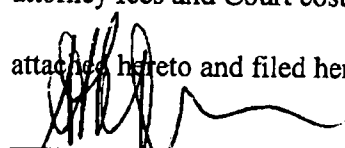
CONFESSION OF JUDGMENT ON NOTE

TO THE PROTHONOTARY OF THE COURT OF COMMON PLEAS OF CENTRE
COUNTY:

Judgment is hereby confessed again the above named defendant and in favor of the above
named plaintiff for the sum of ONE HUNDRED FIFTY THREE THOUSAND SEVENTY TWO
and 53/100 -----DOLLARS ----- (\$153,072.53), plus Ten (10%) percent

attorney fees and Court costs by virtue of the warrant of attorney contained in the instrument

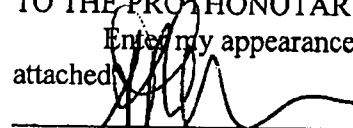
attached hereto and filed herewith.



Anthony G. De Boef, Esquire,
Attorney for Plaintiff
I.D. 71532
1368 S. Atherton Street
State College, PA 16801
(814) 231-4050

TO THE PROTHONOTARY OF THE SAID COURT:

Enter my appearance for the above plaintiff by virtue of the warrant of attorney hereto
attached.



Anthony G. De Boef, Esquire
Attorney for Plaintiff
I.D. 71532
1368 S. Atherton Street
State College, PA 16801
(814) 231-4050

FILED FOR RECORD
2008 SEP 11 10 00 AM
CLERK OF COURT

PROMISSORY NOTE

Borrower: Rycole Welding Innovations, Inc.
Lawrence J. Salone
2 Hacker Street
Mt. Jewett, PA 16740

Lender: GRAYSTONE BANK
Centre Region
1965 Waddle Road
State College, PA 16803

Principal Amount: \$150,000.00

Date of Note: March 27, 2007

PROMISE TO PAY. Rycole Welding Innovations, Inc., and Lawrence J. Salone ("Borrower") jointly and severally promise to pay to GRAYSTONE BANK ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning April 27, 2007, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is Lender's Prime Rate (the "Index"). This is the rate Lender charges, or would charge, on 90-day unsecured loans to the most creditworthy corporate customers. This rate may or may not be the lowest rate available from Lender at any given time. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The interest rate to be applied to the unpaid principal balance during this Note will be at a rate equal to the Index. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: GRAYSTONE BANK, 112 Market Street Harrisburg, PA 17101.

LATE CHARGE. If a regularly scheduled interest payment is 20 days or more late, Borrower will be charged 10.000% of the regularly scheduled payment or \$250.00, whichever is greater. If Lender demands payment of this loan, and Borrower does not pay the loan in full within 20 days after Lender's demand, Borrower also will be charged either 10.000% of the sum of the unpaid principal plus accrued unpaid interest or \$250.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding a 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. If judgment is entered in connection with this Note, interest will continue to accrue after the date of judgment at the rate in effect at the time judgment is entered. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

LENDER'S RIGHTS. Upon Lender's demand, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

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

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

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

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Centre County, Commonwealth of Pennsylvania.

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

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or by an authorized person. All oral requests shall be confirmed in writing on the day of the request, on forms acceptable to Lender. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

SECURITY. All collateral (as herein defined) is security for this Note and any renewals, extensions and modifications thereof, and the payment, performance and discharge of all other present or future indebtedness, obligations and undertakings (whether individual, joint, several, direct, contingent or otherwise) of the Borrower to or for the benefit of Lender, whether arising directly to Lender under this Note or under any other agreement, promissory note or undertakings now existing or hereinafter entered into by the Borrower to the Lender. The term "Collateral"

**PROMISSORY NOTE
(Continued)**

includes all tangible and intangible property (i) described in any mortgage, pledge, assignment or other security document separately executed in favor of Lender, and (ii) in which a security interest has been granted to Lender pursuant to this Note.

ANNUAL REVIEW. The Lender will review the Note annually for renewals and extensions; such renewals and extensions to be granted predicated on the performance of the company and/or individuals and adherence to the Loan Agreement and/or loan policy.

CROSS COLLATERALIZE/CROSS DEFAULT. This loan will be cross-collateralized/cross-defaulted with all other loans from Borrower, or any of Borrower's related entities, to Lender. If at any time there is a default under this loan, all loans will be considered in default and all outstanding amounts under the loans will be immediately due and payable in full. A default in one loan shall constitute a default in all others.

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

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

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

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

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

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

BORROWER:

RYCOLE WELDING INNOVATIONS, INC.

By: Lawrence J. Salone (Seal)
Lawrence J. Salone, President of Rycole Welding
Innovations, Inc.

X Lawrence J. Salone (Seal)
Lawrence J. Salone, Individually

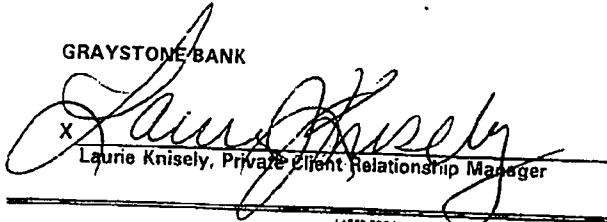
Loan No: 4000002931

PROMISSORY NOTE
(Continued)

Page 3

LENDER:

GRAYSTONE BANK

x 
Laurie Knisely, Private Client Relationship Manager

LASER PRO Lending, Vol. 549,000,004 Capt. Marland Financial Solutions, Inc. 1977, 2007. All Rights Reserved. - PA 6:\prosoft\ICPL\PL1020.PC 7/1/2009 PM-1

DISCLOSURE FOR CONFESSION OF JUDGMENT

Borrower: Rycote Welding Innovations, Inc.
Lawrence J. Salone
2 Hacker Street
Mt. Jewett, PA 16740

Lender: GRAYSTONE BANK
Centre Region
1965 Waddle Road
State College, PA 16803

Declarant: Lawrence J. Salone
2 Hacker Street
Mt. Jewett, PA 16740

DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING THIS 27 DAY OF MARCH, 2007, A PROMISSORY NOTE FOR \$150,000.00 OBLIGATING ME TO REPAY THAT AMOUNT.

A. I UNDERSTAND THAT THE NOTE CONTAINS A CONFESSION OF JUDGMENT PROVISION THAT WOULD PERMIT LENDER TO ENTER JUDGMENT AGAINST ME IN COURT, AFTER A DEFAULT ON THE NOTE, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION.

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, AGAIN WITHOUT EITHER ADVANCE NOTICE OR A HEARING, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING, LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S IMMEDIATELY EXECUTING ON THE JUDGMENT IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW, WITHOUT GIVING ME ANY ADVANCE NOTICE.

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, BY INITIALING EACH STATEMENT THAT APPLIES, I REPRESENT THAT:

INITIALS

1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.

24 2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

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

DECLARANT:

X Lawrence J. Salone (Seal)

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA
CIVIL ACTION

GRAYSTONE BANK,
Plaintiff

vs.

LAWRENCE J. SALONE,
Defendant

No. 08-554

CONFESSION OF JUDGMENT
FOR MONEY

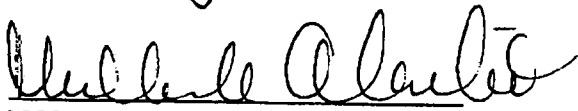
PLAINTIFFS' AFFIDAVIT

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

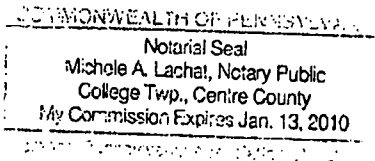


JACK INFELD

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 11th DAY OF
July, 2008



NOTARY PUBLIC



GRAYSTONE BANK,
Plaintiff

• • • • •

LAWRENCE J. SALONE,
Defendant

~~Timothy A. Schoonover, Esquire~~
Timothy A. Schoonover, Esquire

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Graystone Bank

Vs.

No. 2008-00525-CD

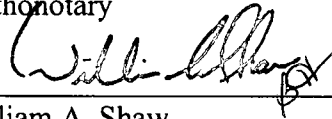
Lawrence J. Salone

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$153,072.53 on March 24, 2008.

William A. Shaw

Prothonotary

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

William A. Shaw

304

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

COPY

Graystone Bank
Plaintiff(s)

No.: 2008-00525-CD

Real Debt: \$153,072.53

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Lawrence J. Salone
Defendant(s)

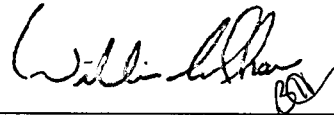
Entry: \$20.00

Instrument: Transfer of Judgment

Date of Entry: March 24, 2008

Expires: March 24, 2013

Certified from the record this 24th day of March, 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