

08-1610-CD  
Northwest Savings vs Scott Graham al

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. 2008-1610-CD  
)  
) COMPLAINT IN CONFESSION OF  
 ) JUDGMENT  
)  
) CODE:  
)  
) Filed on behalf of plaintiff, Northwest Savings  
 ) Bank, as successor by merger to CSB Bank  
)  
)  
) Counsel of Record:  
 ) 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

**FILED**  
in 11:55 a.m. GK  
AUG 27 2008

1 Statement Atty  
1 Notice Atty, Def.  
1 CC Atty  
1 CC Def.

William A. Shaw  
Prothonotary/Clerk of Courts

Atty PAID 95.00

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

**COMPLAINT IN CONFESSION OF JUDGMENT**

AND NOW, this 25 day of August, 2008, comes the plaintiff, Northwest Savings Bank, as successor by merger to CSB Bank ("Plaintiff"), by and through its attorneys, Knox McLaughlin Gornall & Sennett, P.C., with this Complaint in Confession of Judgment against the Defendant, Scott D. Graham d/b/a ABS Mechanicals ("Defendant"), stating as follows:

1. Plaintiff is a Pennsylvania State chartered bank with a principle place of business at 100 Liberty Street, Drawer 128, Warren, Pennsylvania 16365.
2. Defendant is an adult individual maintaining an address of 467 Main Street, Woodland, Pennsylvania 16881.
3. A true and correct copy of a Promissory Note dated November 21, 2006 ("Note") is attached hereto and is incorporated herein by reference as Exhibit "A." Under the terms of the Note, Defendant received a loan from CSB Bank in the original amount of \$16,559.92 which he agreed to repay through 48 regular monthly payments of approximately \$432.94 each beginning on January 3, 2007.
4. On or about June 22, 2007, Northwest Savings Bank merged with and became the successor to CSB Bank. Northwest Savings Bank is the current rightful and legal holder of the

Note, and all related and associated documents and is fully entitled to enforce them at law and/or otherwise. The Note has not been assigned.

5. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
6. Judgment has not previously been entered on the Note in any jurisdiction.
7. A default has occurred under the terms of the Note as a result of a failure to make payments when due.
8. An itemization of the amount due to the Plaintiff from the Defendant under the aforementioned instrument as of July 17, 2008 is as follows:

|                                     |                    |
|-------------------------------------|--------------------|
| Principal                           | \$12,896.83        |
| Interest at Note Rate as of 7/17/08 | 794.77             |
| Late Fees                           | 364.34             |
| Costs                               | to be added        |
| Attorney's commission (10%)         | 1,289.68           |
| <b>TOTAL</b>                        | <b>\$15,345.62</b> |

Attorneys' fees, costs, charges, and interest at the rates provided by the Promissory Note (11.25% or such other default rate as provided in the Note) continue to accrue until paid in full.

WHEREFORE, Plaintiff, as authorized by the warrant of attorney contained in the attached Promissory Note, demands Judgment against the Defendant in the amount of \$15,345.62 plus interest at the Note rate of interest until paid in full, plus late charges, attorneys' fees and costs of suit and for such other relief as is necessary and just.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.  
Attorneys for Northwest Savings Bank, as successor  
by merger to CSB Bank

BY:



Mark G. Claypool  
Pa. I.D. No. 63199  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 792555

# PROMISSORY NOTE

| Principal<br>\$16,559.92   | Loan Date<br>11-21-2006 | Maturity<br>12-03-2010 | Loan No<br>144839 | Call / Coll | Account | Officer<br>040 | Initials |
|--|-------------------------|------------------------|-------------------|-------------|---------|----------------|----------|
| References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.<br>Any item above containing "****" has been omitted due to text length limitations. |                         |                        |                   |             |         |                |          |

**Borrower:** Scott D. Graham, D/B/A ABS Mechanicals  
467 Main Street  
Woodland, PA 16881

**Lender:** CSB BANK  
Curwensville Office  
434 State Street  
P.O. Box 29  
Curwensville, PA 16833



**Principal Amount:** \$16,559.92

**Interest Rate:** 11.250%

**Date of Note:** November 21, 2006

**PROMISE TO PAY.** Scott D. Graham, D/B/A ABS Mechanicals ("Borrower") promises to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixteen Thousand Five Hundred Fifty-nine & 92/100 Dollars (\$16,559.92), together with interest at the rate of 11.250% per annum on the unpaid principal balance from November 21, 2006, until paid in full.

**PAYMENT.** Borrower will pay this loan in 48 payments of \$432.94 each payment. Borrower's first payment is due January 3, 2007, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 3, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** 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. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a **minimum interest charge of \$5.00**. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CSB BANK, Curwensville Office, 434 State Street, P.O. Box 29, Curwensville, PA 16833.

**LATE CHARGE.** If a payment is 16 days or more late, Borrower will be charged **5.000% of the unpaid portion of the regularly scheduled payment or \$999.99, whichever is less.**

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note 4.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note.

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

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

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

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

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

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

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

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

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

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

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**EXHIBIT A**

# PROMISSORY NOTE (Continued)

Loan No: 144839

Page 2

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

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

**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 debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**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.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: CSB Bank P.O. Box 29 434 State Street Curwensville, PA 16833.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, 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.

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

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. 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:**

X  (Seal)

Scott D. Graham, D/B/A ABS Mechanicals

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

**AFFIDAVIT**

Dean C. Huya, being duly sworn, states as follows:

1. I am a Vice President of Special Assets of the Plaintiff, Northwest Savings Bank, successor by merger to CSB Bank.
2. I have had the opportunity to review the original instrument referenced in the instant complaint in judgment and I verify that the Exhibit is a true and correct copy of the original to the best of my knowledge, information and belief.

  
Dean C. Huya

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 14 DAY OF August, 2008.

Diana E. Flickner  
Notary Public

# 792555 COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Diana E. Flickner, Notary Public  
City Of Warren, Warren County  
My Commission Expires Aug. 28, 2010  
Member, Pennsylvania Association of Notaries

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.  
 )  
 )

**CONFESSSION OF JUDGMENT**

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the complaint filed in this action, the undersigned hereby appears for the Defendant, Scott D. Graham d/b/a ABS Mechanicals ("Defendant") and confesses judgment in favor of Northwest Savings Bank and against the Defendant as follows:

|                                     |                    |
|-------------------------------------|--------------------|
| Principal                           | \$12,896.83        |
| Interest at Note rate as of 7/17/08 | 794.77             |
| Late Fees                           | 364.34             |
| Costs                               | to be added        |
| Attorney's commission (10%)         | 1,289.68           |
| <b>TOTAL</b>                        | <b>\$15,345.62</b> |

Attorneys' fees, costs, charges, and interest at the rates provided by the Promissory Note (11.25% or such other default rate as provided in the Note) continue to accrue until paid in full.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.  
Attorneys for Northwest Savings Bank, as successor by  
merger to CSB Bank

BY:

  
Mark G. Claypool  
Pa. I.D. No. 63199  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 792555

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

Plaintiff

vs.

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

Defendant

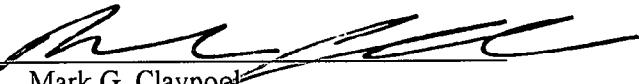
) IN THE COURT OF COMMON PLEAS OF  
 ) CLEARFIELD COUNTY, PENNSYLVANIA  
 )  
 ) CIVIL ACTION-LAW  
 )  
 ) NO.  
 )  
 )

**CERTIFICATE OF RESIDENCE**

I hereby certify that the address of the plaintiff is 100 Liberty Street, Drawer 128,  
Warren, PA 16365, that the last known address of the Defendant is as follows:

Scott D. Graham  
467 Main Street  
Woodland, PA 16881

BY:

  
Mark G. Claypool  
Pa. I.D. No. 63199  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800

# 792555

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

Plaintiff

vs.

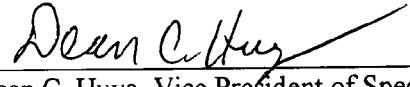
SCOTT D. GRAHAM d/b/a ABS  
MECHANICALS;

Defendant

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

**VERIFICATION**

On this, the 13 day of August, 2008, Dean C. Huya, the undersigned, deposes and  
states that he is a Vice President of Special Assets of the Plaintiff, Northwest Savings Bank, that  
Northwest Savings Bank is the successor by merger to CSB Bank, that as such he is authorized  
to execute this verification on behalf of the Plaintiff, and that the facts set forth in the foregoing  
Complaint are true and correct to the best of his knowledge, information and belief, subject to the  
penalties of 18 Pa.C.S. §4904 relating to the unsworn falsification to authorities.

  
\_\_\_\_\_  
Dean C. Huya, Vice President of Special Assets  
Northwest Savings Bank

# 792555

*Copy*

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 - 1610 - CD  
 )  
 )

TO THE DEFENDANT:

YOU ARE HEREBY NOTIFIED, as required by law, that a judgment has been entered  
against you in the amount of \$15,345.62, plus interest at the rate provided in the Notes and attorneys'  
fees and costs at the above term and number on Aug. 27, 2008. You will find enclosed copies  
of all documentation filed in this Office in support of the Confession of Judgment. If you believe  
you were incorrectly identified and are not responsible for payment of the obligation, which formed  
the basis for this judgment, you should contact an attorney immediately. It may necessary for you to  
file a Petition to Strike the Judgment, present it to a Judge and request a prompt hearing. The petition  
can be in the form set forth at Rule 2967 of the Pennsylvania Rules of Civil Procedure. If the Court  
finds that you were in fact incorrectly identified, you may be entitled to recover your court costs and  
reasonable attorney's fees. A copy of Rules 2959 and 440 of the Pennsylvania Rules of Civil  
Procedure is attached for your reference. If you have any questions, please contact Mark G.  
Claypool, Esquire, 120 West Tenth Street, Erie, Pennsylvania 16501; telephone (814) 459-2800.

CLERK OF RECORDS  
PROTHONOTARY DIVISION

BY: Willie L. Baker GK  
Prothonotary

# 792555

## **PENNSYLVANIA RULES OF CIVIL PROCEDURE**

### **Rule 440. Service of Legal Papers other than Original Process**

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

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

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

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

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

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

(d)(1) A copy may be served by facsimile transmission if the parties agree thereto or if a telephone number for facsimile transmission is included on an appearance or prior legal paper filed with the court.

(2) The copy served shall begin with a facsimile cover sheet containing (I) the name, firm, address, telephone number, of both the party making service and the party served, (ii) the facsimile telephone number of the party making service and the facsimile telephone number to which the copy was transmitted, (iii) the title of the legal paper served and (iv) the number of pages transmitted.

(3) Service is complete when transmission is confirmed as complete.

## **PENNSYLVANIA RULES OF CIVIL PROCEDURE**

### **Rule 2959. Striking Off or Opening Judgment; Pleadings; Procedure**

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

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

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

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

(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.

**FILED**

**AUG 27 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

Northwest Savings Bank  
CSB Bank  
Plaintiff(s)

No.: 2008-01610-CD

CCOPY

Real Debt: \$15,345.62

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Scott D. Graham  
ABS Mechanicals  
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: 27th Day of August, 2008

Expires: 27th Day of August, 2013

Certified from the record this 27th Day  
of August, 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

To Deputy 8/22/13

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 2008-1610-CD

NORTHWEST SAVINGS BANK, as successor by merger to CSB Bank

vs

SCOTT D. GRAHAM d/b/a ABS MECHANICALS

PRAECIPE & WRIT OF REVIVAL

SERVICE # 1 OF 1

SERVE BY: 11/19/2013

HEARING:

PAGE: 110970

S FILED (16)

DEFENDANT: SCOTT D. GRAHAM d/b/a ABS MECHANICALS

ADDRESS: 467 MAIN ST.

WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

SEP 04 2013

01120316G

William A. Shaw

Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 8-23-13 AT 117 AM / PM SERVED THE WITHIN

PRAECIPE & WRIT OF REVIVAL ON SCOTT D. GRAHAM d/b/a ABS MECHANICALS, DEFENDANT  
BY HANDING TO Angela Graham, Wife.

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

ADDRESS SERVED 467 Main st. Woodland Pg  
( Residence) ( Employment) ( Sheriff's Office) ( Other)

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

PRAECIPE & WRIT OF REVIVAL FOR SCOTT D. GRAHAM d/b/a ABS MECHANICALS

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO SCOTT D. GRAHAM d/b/a ABS MECHANICALS

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2013

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Knepp  
Deputy Signature

S. Knepp

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 110970  
NO: 2008-1610-CD  
SERVICES 1  
PRAECIPE & WRIT OF REVIVAL

PLAINTIFF: NORTHWEST SAVINGS BANK, as successor by merger to CSB Bank  
vs.  
DEFENDANT: SCOTT D. GRAHAM d/b/a ABS MECHANICALS

**SHERIFF RETURN**

---

**RETURN COSTS**

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | KNOX    | 120100  | 10.00  |
| SHERIFF HAWKINS | KNOX    | 120100  | 23.65  |

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2013



Chester A. Hawkins  
Sheriff

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  
)  
)

**PRAECIPE TO ENTER JUDGMENT FOR FAILURE  
TO PLEAD TO WRIT OF REVIVAL**

TO: THE PROTHONOTARY

Kindly enter judgment in favor of Plaintiff, Northwest Savings Bank and against  
Defendant, 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 for failure to plead to the Writ of Revival within  
twenty (20) days of being served and within ten (10) days of receiving notice of intention to take  
default. Index said judgment in the Judgment Index.

Respectfully submitted,

KNOX MC LAUGHLIN GORNALL  
& SENNETT, P.C.

Dated: January 14, 2014

By:

Mark G. Claypool

PA I.D. No. 63199

120 West Tenth Street

Erie, PA 16501

(814) 459-2800

# 1445511.v1

S  
m  
JAN 17 2014  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS  
to deft &  
Atty.  
JAN 17 2014  
ICCD notice  
FILED PD 20.00  
8:30AM  
JAN 17 2014  
Atty.

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

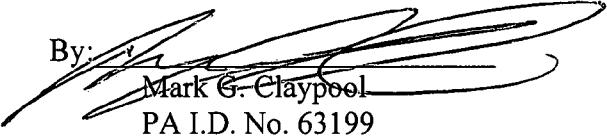
**CERTIFICATE OF MAILING**

The undersigned hereby certifies that on the September 13, 2013, written notice of intention to file a Praeclipe for Default Judgment pursuant to Pa.R.C.P. 237.1, a copy of which is attached hereto with proof of mailing, was mailed to the Defendant, Scott D. Graham d/b/a ABS Mechanicals, at the address listed thereon, P.S. Form 3817.

Respectfully submitted,

KNOX MC LAUGHLIN GORNALL  
& SENNETT, P.C.

Dated: January 14, 2014

By:   
Mark G. Claypool  
PA I.D. No. 63199  
120 West Tenth Street  
Erie, PA 16501  
(814) 459-2800

# 1445511.v1

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

TO: Scott D. Graham d/b/a ABS Mechanicals  
467 Main Street  
Woodland, PA 16881

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY, OR BY ATTORNEY, AND TO FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**F. CORTEZ BELL III, COURT ADMIN  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814)765-2641, EXT. 5982**

**KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.**

Date: September 13, 2013

BY:

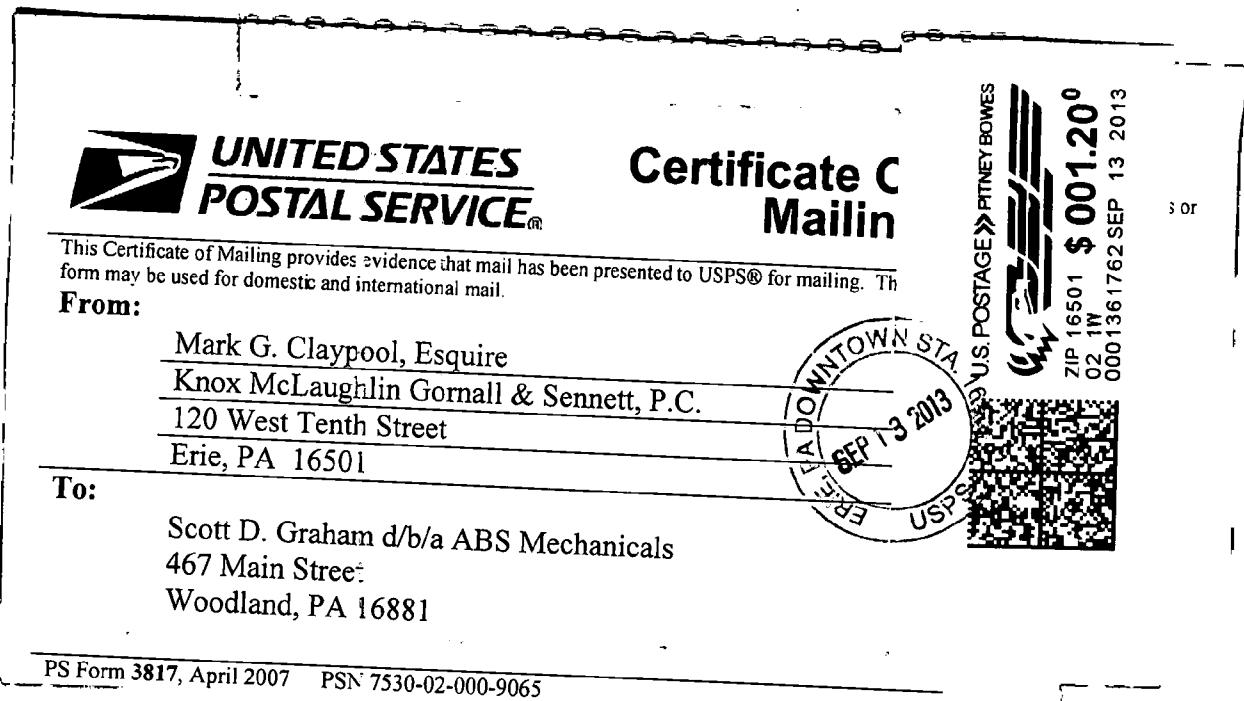
Mark G. Claypool, Esquire  
Pa ID #63199  
120 West Tenth Street  
Erie, Pennsylvania 16501  
Telephone (814) 459-2800

**CERTIFICATE OF MAILING**

ITEM MAILED: P.S. Form 3817  
DATED MAILED: September 13, 2013

Scott D. Graham d/b/a ABS Mechanicals  
467 Main Street  
Woodland, PA 16881

# 1411949.v1



PS Form 3817, April 2007 PSN 7530-02-000-9065

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

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA ) SS:  
)  
COUNTY OF ERIE )

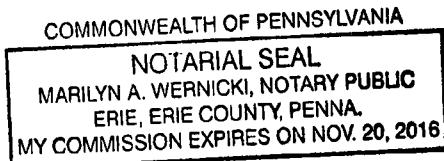
Before me, the undersigned a notary public, in and for the County and Commonwealth above, personally appeared Mark G. Claypool, Esquire, Attorney for Northwest Savings Bank, who being duly sworn by law, deposes and says that to the best of his knowledge, information and belief the Defendant is not in the military service of the United States of America and that this Affidavit is being supplied according to information furnished to the undersigned by the Plaintiff, above described.



Mark G. Claypool

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 14 DAY OF January, 2014.

Marilyn A. Wernicki  
Notary Public  
# 1445511.v1



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  
 )  
 )

**COPY**

**IMPORTANT NOTICE**

TO: Scott D. Graham d/b/a ABS Mechanicals  
467 Main Street  
Woodland, PA 16881

You are hereby notified that a judgment has been revived against you in the amount of  
Fifteen Thousand Three Hundred Forty Five and 62/100 (\$15,345.62) Dollars plus attorney fees,  
costs and Interest from August 27, 2008 at the above term and number on January 17, 2014  
Interest, costs and attorney's fees continue to accrue until paid in full.

*Dirk. Spale*  
jm

\_\_\_\_\_  
Prothonotary

# 1445511.v1