

08-1826-CD  
Northwest Savings vs Double E Singer Inc

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN

Defendant

) IN THE COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY, PENNSYLVANIA  
)  
) CIVIL ACTION-LAW  
)  
) NO. 2008 - 1826 - 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**  
m 11:58 a.m. GK  
SEP 26 2008

*cc r Statement  
cc to Atty*

*cc w/notice to Def.*

William A. Shaw  
Prothonotary/Clerk of Courts

*Atty Paid 95.00*

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.  
DOUBLE E. SINGER, INC., a )  
Pennsylvania Corporation t/d/b/a )  
WILDWOOD INN )  
)  
Defendant )

**COMPLAINT IN CONFESSION OF JUDGMENT**

AND NOW, this 26 day of September, 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, Double E. Singer, Inc., a Pennsylvania Corporation t/d/b/a Wildwood Inn ("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 a Pennsylvania Corporation maintaining an address of 2489 Curwensville-Grampian Highway, Grampian, Pennsylvania 16838. Defendant trades and does business as the Wildwood Inn.
3. On or about August 7, 2006, the Defendant entered into a Promissory Note with CSB Bank whereby it obtained a loan in the original principal amount of \$128,000 which it agreed to repay with interest according to the terms set forth in the body of the Note. A true and

correct copy of a Promissory Note dated August 7, 2006 ("Note") is attached hereto and is incorporated herein by reference as Exhibit "A."

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 Promissory Note and all related and associated documents and is fully entitled to enforce them at law and/or otherwise. The Promissory 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 January 29, 2008 is as follows:

Principal	\$ 124,138.18
Interest at the Note Rate as of 1/29/08	3,330.65
Late Fees	190.47
Costs	208.30
Attorney's fees	<u>1,185.00</u>
TOTAL	\$129,052.60

With interest on \$124,138.18 at the Note rate from January 29, 2008 with a per diem of \$29.79. Attorneys' fees, costs, charges, and interest at the rates provided by 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

\$129,052.60 plus interest at the Promissory 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

# 796307

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$128,000.00	08-07-2006	08-07-2021	407961	0020		040	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Double E. Singer, Inc.  
PO Box 42  
Grampian, PA 16838

**Lender:** CSB BANK  
River Road Office  
1900 River Road  
Clearfield, PA 16830

**Principal Amount:** \$128,000.00

**Date of Note:** August 7, 2006

**PROMISE TO PAY.** Double E. Singer, Inc. ("Borrower") promises to pay to CSB BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Twenty-eight Thousand & 00/100 Dollars (\$128,000.00), together with interest on the unpaid principal balance from August 7, 2006, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule: 60 monthly consecutive principal and interest payments in the initial amount of \$1,269.85 each, beginning September 7, 2006, with interest calculated on the unpaid principal balances at an interest rate of 8.500% per annum; 119 monthly consecutive principal and interest payments in the initial amount of \$1,340.22 each, beginning September 7, 2011, with interest calculated on the unpaid principal balances at an interest rate based on the prevailing Prime Rate as quoted in the "Money Rates" section of the Wall Street Journal (currently 8.250%), plus a margin of 1.500 percentage points, resulting in an initial interest rate of 9.750%; and one principal and interest payment of \$1,340.67 on August 7, 2021, with interest calculated on the unpaid principal balances at an interest rate based on the prevailing Prime Rate as quoted in the "Money Rates" section of the Wall Street Journal (currently 8.250%), plus a margin of 1.500 percentage points, resulting in an initial interest rate of 9.750%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. 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.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the prevailing Prime Rate as quoted in the "Money Rates" section of the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year, following the initial five years. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT; 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, River Road Office, 1900 River Road, Clearfield, PA 16830.

**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 variable interest rate on this Note by 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 interest rate applicable to this Note at the time judgment is entered.

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

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

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

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

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

**Insolvency.** 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,

**EXHIBIT A**

## PROMISSORY NOTE (Continued)

Loan No: 407961

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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 of any of the indebtedness or any Guarantor 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.

**Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

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

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

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

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal 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 indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**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.

**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 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 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.

**PROMISSORY NOTE**  
**(Continued)**

Loan No: 407961

Page 3

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

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

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

BORROWER:

DOUBLE E. SINGER, INC.

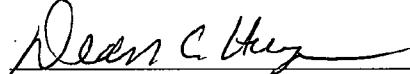
By:  (Seal)  
Frederick L. Painter, President of Double E. Singer,  
Inc.

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.  
DOUBLE E. SINGER, INC., a )  
Pennsylvania Corporation t/d/b/a )  
WILDWOOD INN )  
)  
Defendant )

**AFFIDAVIT**

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

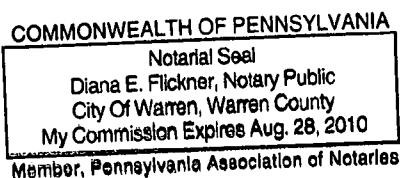
1. I am a Vice President of Special Assets of the Plaintiff, Northwest Savings Bank, successor by merger to CSB Bank.
2. I have had the opportunity to review the original instruments referenced in the instant complaint in judgment and I verify that the Exhibit is a true and correct copy of the original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

  
\_\_\_\_\_  
Dean C. Huya

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 15<sup>th</sup> DAY OF SEPTEMBER, 2008.

  
\_\_\_\_\_  
Notary Public

# 796307



NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a Pennsylvania  
Corporation t/d/b/a WILDWOOD INN

Defendant

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

**CONFESSON 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, Double E. Singer, Inc., a  
Pennsylvania Corporation t/d/b/a Wildwood Inn ("Defendant") and confesses judgment in favor of  
Northwest Savings Bank and against the Defendant as follows:

Principal	\$ 124,138.18
Interest at the Note Rate as of 1/29/08	3,330.65
Late Fees	190.47
Costs	208.30
Attorney's fees	<u>1,185.00</u>
<b>TOTAL</b>	<b>\$129,052.60</b>

With interest on \$124,138.18 at the Note rate from January 29, 2008 with a per diem of  
\$29.79. Attorneys' fees, costs, charges, and interest at the rates provided by the Promissory 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

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN

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:

Double E. Singer, Inc.  
2489 Curwensville Grampian Highway  
Grampian, PA 16838

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

# 796307

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

) IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

)

vs.

)

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN

) CIVIL ACTION-LAW

)

) NO.

Defendant

)

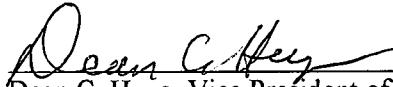
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**VERIFICATION**

On this, the \_\_\_\_ day of September, 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

# 796307

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a Pennsylvania  
Corporation t/d/b/a WILDWOOD INN

Defendant

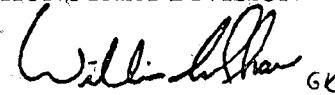
) IN THE COURT OF COMMON PLEAS OF  
 ) CLEARFIELD COUNTY, PENNSYLVANIA  
 )  
 ) CIVIL ACTION-LAW  
 )  
 ) NO.  
 )  
 )  
 )

TO THE DEFENDANT:

YOU ARE HEREBY NOTIFIED, as required by law, that a judgment has been entered  
against you in the amount of \$129,052.60, plus interest at the rate provided in the Note from  
January 29, 2008 and attorneys' fees and costs at the above term and number on  
Sept. 26, 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:

  
William L. Shaffer  
Prothonotary

## **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 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 is not timely filed shall be denied.

(b) If the petition states *prima facie* grounds for relief from 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.

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  
 )  
 DOUBLE E. SINGER, INC., a ) NO. 08-1826-CD  
 Pennsylvania Corporation t/d/b/a )  
 WILDWOOD INN )  
 )  
 Defendant )  
 )

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

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,

- (1) directed to the sheriff of Clearfield County;
- (2) against Double E. Singer, a Pennsylvania Corporation, t/d/b/a Wildwood Inn, defendant(s), and
- (3) against \_\_\_\_\_, garnishee(s);
- (4) and index this writ
  - (a) against Double E. Singer, a Pennsylvania Corporation, t/d/b/a Wildwood Inn, defendant(s), and
  - (b) against \_\_\_\_\_, as garnishee(s),

as a lis pendens against real property of the defendant(s) in the name of garnishee(s) as follows:

\_\_\_\_\_

(5)

Principal	\$124,138.18
Interest at Note Rate as of 1/29/08	\$3,330.65
Late fees	190.47
Costs	208.30
Attorney's fees	1,185.00
TOTAL	\$129,052.60
	115.00

Prothonotary costs

**FILED** *Att'y pd.*  
*11:02 AM 2008* *20.00*  
 SEP 29 2008 *CC & Lwnts*  
 William A. Shaw *to Sheriff*  
 Prothonotary/Clerk of Courts

*CC Att'y*

*60*

With interest on \$124,138.18 at the Note rate from January 29, 2008, with a per diem of \$29.79. Attorney's fees, costs, charges, and interest at the rates provided by the Note continue to accrue until paid in full.

**CERTIFICATION**

I certify that

- (a) this Praeclipe is based upon a judgment entered by confession, and
- (b) Notice will be served with the Writ of Execution pursuant to Rule 2958.3.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Dated: September \_\_, 2008

BY: 

Mark G. Claypool  
PA I.D. No. 63199  
120 West Tenth Street  
Erie, Pennsylvania 16501  
(814) 459-2800  
Attorneys for Plaintiff  
Northwest Savings Bank

# 801473

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a Pennsylvania  
Corporation t/d/b/a WILDWOOD INN

Defendant

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

**DESCRIPTION OF PROPERTY TO BE LEVIED UPON**

The property of the defendant to be levied upon and/or attached and sold is as follows:

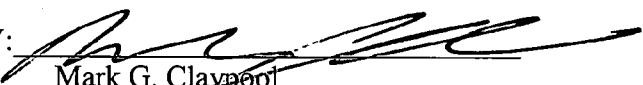
All personal property of the defendant, wheresoever located including, but not limited to that  
certain liquor license held by the Defendant and believed to be License # R17179 and all  
property located at 2489 Curwensville-Grampian Highway, Grampian, Pennsylvania 16838.

Please take possession of all cash.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

Dated: September \_\_, 2008

BY:

  
Mark G. Claypool  
PA I.D. No. 63199  
120 West Tenth Street  
Erie, Pennsylvania 16501  
(814) 459-2800  
Attorneys for Plaintiff  
Northwest Savings Bank

# 801473

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a Pennsylvania  
Corporation t/d/b/a WILDWOOD INN

Defendant

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

**VERIFICATION**

On this, the \_\_\_\_\_ day of September, 2008, Mark G. Claypool, the undersigned, counsel  
for the judgment creditor herein, states that this levy, execution or garnishment is not being made  
on any judgment by confession entered pursuant to a transaction governed by the Goods and  
Services Installment Sales Act, 69 P.S. 1001, et seq., nor the Loan Interest and Protection Law of  
1974, 41 P.S. 101, et seq., nor any confessed judgment governed by Pennsylvania Rules of Civil  
Procedure 2981-2986, subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn  
falsification to authorities.



Mark G. Claypool

# 801473

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  
)  
DOUBLE E. SINGER, INC., a Pennsylvania ) NO.  
Corporation t/d/b/a WILDWOOD INN )  
)  
Defendant )

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ERIE ) SS:  
)

Before me, the undersigned 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 the Defendant is a corporation and therefore is not in the military service of the United States of America to the best of his knowledge, information and belief and further; that this Affidavit is being supplied according to information furnished to the undersigned by the Plaintiff.

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

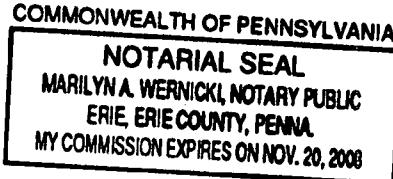
BY:

Mark G. Claypool  
PA I.D. No. 63199  
120 West Tenth Street  
Erie, Pennsylvania 16501  
(814) 459-2800  
Attorneys for Plaintiff  
Northwest Savings Bank

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 24 DAY OF SEPTEMBER, 2008.

*Marilyn A. Wernicki*  
Notary Public

# 801473



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.  
DOUBLE E. SINGER, INC., a Pennsylvania )  
Corporation t/d/b/a WILDWOOD INN )  
)  
Defendant )

**AFFIDAVIT OF MAILING**

COMMONWEALTH OF PENNSYLVANIA )  
)) SS:  
COUNTY OF ERIE )

Mark G. Claypool, Esquire, being duly sworn according to law, deposes and states that he is the solicitor for the above Plaintiff in the above-captioned matter and that to the best of his information, knowledge and belief, the name and last known address of the owner or reputed owners and of the Defendants in the judgment are as follows:

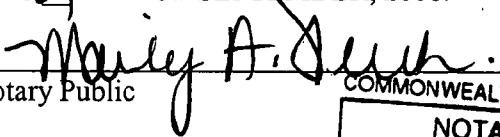
Double E. Singer, Inc.  
2489 Curwensville-Grampian Highway  
P.O. Box 42  
Grampian, PA 16838

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

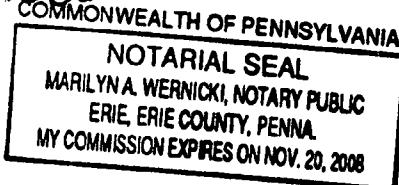
BY:

  
Mark G. Claypool  
PA I.D. No. 63199  
120 West Tenth Street  
Erie, Pennsylvania 16501  
(814) 459-2800  
Attorneys for Plaintiff  
Northwest Savings Bank

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 24 DAY OF SEPTEMBER, 2008.

  
Notary Public

# 801473



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. )  
DOUBLE E. SINGER, INC., a Pennsylvania )  
Corporation t/d/b/a WILDWOOD INN )  
)  
Defendant )

**NOTICE UNDER RULE 2958.3  
OF JUDGMENT AND EXECUTION THEREON**

---

**NOTICE OF DEFENDANT'S RIGHTS**

TO: Double E. Singer, Inc.  
2489 Curwensville-Grampian Highway  
P.O. Box 42  
Grampian, PA 16838

A Judgment in the amount of \$129,052.60 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 Court has issued a writ of execution which directs the sheriff to take your money or other property owned by you to pay the judgment.

If your money or property has been taken, you have the right to get the money or property back if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment.

You have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently and knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right, you must immediately fill out and sign the petition to strike the judgment which accompanies the writ of execution and deliver it to the Sheriff of Clearfield County at Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania 16830.

**IT IS IMPORTANT THAT YOU ACT PROMPTLY. IT WILL BE TOO LATE TO REGAIN YOUR PROPERTY IF YOU WAIT UNTIL AFTER THE PROPERTY HAS BEEN SOLD BY THE SHERIFF OR TURNED OVER TO THE PLAINTIFF.**

**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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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.

Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

BY: 

Mark G. Claypool  
PA I.D. No. 63199  
120 West Tenth Street  
Erie, Pennsylvania 16501  
(814) 459-2800  
Attorneys for Plaintiff  
Northwest Savings Bank

# 801473

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.  
DOUBLE E. SINGER, INC., a )  
Pennsylvania Corporation t/d/b/a )  
WILDWOOD INN )  
)  
Defendant )

**PETITION TO STRIKE JUDGMENT**

---

**REQUEST FOR PROMPT HEARING**

I hereby certify that I did not voluntarily, intelligently and knowingly give up my right to notice and hearing prior to the entry of judgment. I petition the Court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing 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.

Notice of the hearing should be given to me at

---

Street Address

---

City, State

---

Telephone Number

Dated: \_\_\_\_\_

Defendant

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

Northwest Savings Bank,  
as Successor by Merger to CSB Bank

**COPY**

Vs.

NO.: 2008-01826-CD

Double E. Singer, Inc., a Pennsylvania Corporation  
t/d/b/a Wildwood Inn

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against NORTHWEST SAVINGS BANK, Successor by Merger to CSB BANK, Plaintiff(s) from DOUBLE E. SINGER, INC., a Pennsylvania Corporation t/d/b/a WILWOOD INN, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:  
All personal property of the defendant, wheresoever located including, but not limited to that certain liquor license held by the Defendant and believed to be License #R17179 and all property located at 2489 Curwensville-Grampian Highway, Grampian, Pennsylvania 16838. Please take possession of all cash.
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
as garnishee(s):  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are 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, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) 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.

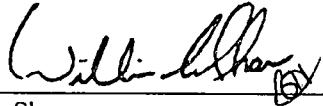
AMOUNT DUE/PRINCIPAL:.....\$124,138.18  
INTEREST at Note Rate as of 1/29/08:.....\$3,330.65  
ATTY'S FEES:.....\$1,185.00  
LATE FEES:.....\$190.47  
DATE: 9/29/2008

PROTH. COSTS PAID:.....\$115.00  
SHERIFF: \$  
OTHER COSTS: \$  
COSTS:.....\$208.30

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Mark G. Claypool, Esq.  
120 West Tenth Street  
Erie, PA 16501  
(814) 459-2800

Sheriff

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Northwest Savings Bank  
CSB Bank  
Plaintiff(s)

No.: 2008-01826-CD

Real Debt: \$129,052.60

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Double E. Singer, Inc.  
Wildwood Inn  
Defendant(s)

Entry: \$95.00

Instrument: Confession of Judgment

Date of Entry: September 26, 2008

Expires: September 26, 2013

Certified from the record this September 26, 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

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,

Plaintiff

vs.

DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN

Defendant

) IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

)  
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NO.

08-1826-CD

FILED

MT10:02/01  
DEC 05 2008

NO CC

Case Number  
William A. Shaw Given to  
Prothonotary/Clerk of Courts Sheriff's  
Office over the phone.

**PETITION TO STRIKE JUDGMENT**

GR

**REQUEST FOR PROMPT HEARING**

I hereby certify that I did not voluntarily, intelligently and knowingly give up my right to notice and hearing prior to the entry of judgment. I petition the Court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing 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.

Notice of the hearing should be given to me at

2489 Curwensville Campground Rd  
Street Address

Scampin PA  
City, State

814 553-5477  
Telephone Number

Dated: 12-3-08

Frederick Painter

Defendant

Frederick Painter

# 801473

Rec.

12-4-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB Bank :  
vs. : No. 08-1826-CD  
DOUBLE E. SINGER, INC., A :  
Pennsylvania Corporation t/d/b/a :  
WILDWOOD INN :  
: .

O R D E R

NOW, this 9<sup>th</sup> day of December, 2008, it is the ORDER of this Court  
that hearing relative Petition to Strike Judgment shall be and is hereby scheduled for  
Wednesday, January 7, 2009 at 2:45 P.M., in Courtroom No. 1 of the Clearfield  
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



HONORABLE FREDRIC J. AMMERMAN  
President Judge

FILED

10/27/08  
DEC 10 2008

S  
William A. Shaw  
Prothonotary/Clerk of Courts  
610  
ICC Atty Claypool  
cc Frederick Painter  
Double E. Singer, Inc.  
Po Box 42  
Grampian, PA 16838  
AND  
2429 Curw.-Grampian Hwy. Grampian, PA 16838

**FILED**

**DEC 10 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 12/10/08

       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        Other

       Special Instructions:

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

NORTHWEST SAVINGS BANK, }  
AS SUCCESSOR BY MERGER TO }  
CSB BANK }  
VS } NO. 08-1826-CD  
DOUBLE E. SINGER, INC., A }  
PENNSYLVANIA CORPORATION, }  
t/d/b/a WILDWOOD INN }

60  
FILED 04/09/2009  
JAN 09 2009 Acc Atty Chypool  
cc Sheriff (without memo)

William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Def.  
Attn: Frederick Painter  
2489 Curwensv. - Grampian  
Grampian, PA 16038  
Hwy

O R D E R

NOW, this 7th day of January, 2009, this being  
the date set for Hearing on the Request of the Respondent  
to Strike Judgment; the Court noting that a review of the  
record indicates the Prothonotary has made appropriate  
service of the scheduling order on the Respondent  
Frederick Painter; the said Frederick Painter having  
failed to appear for this hearing nor has anyone appeared  
on his behalf, it is the ORDER of this Court that the  
Petition to Strike Judgment be and is hereby DISMISSED,  
with prejudice.

It is the ORDER of this Court that the Sheriff  
of Clearfield County shall reschedule the Sheriff's Sale

of Personal Property of the Respondent as soon as is practical.

BY THE COURT,



President Judge

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JAN 09 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Special Instructions:

Plaintiff(s)  Plaintiff(s) Attorney \_\_\_\_\_ Other \_\_\_\_\_  
 Defendant(s)  Defendant(s) Attorney \_\_\_\_\_

DATE: 11/9/09

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

FILED  
E 11:10 AM  
MAR - 4 2009  
⑥

William A. Shaw  
Prothonotary/Clerk of Courts  
no further address  
in file

Frederick Painter  
Double E. Singer, Inc.  
PO Box 42  
2489 Curwen  
Grampian, PA

165 DFE 1 2009 00 03/02/09  
RETURN TO SENDER

: DOUBLE SENDER INC

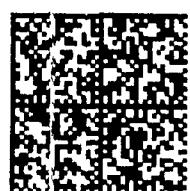
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RETURN TO SENDER

BC: 1603054949 2009-19915-10-39

16830549



Hasler

016H16505405

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12/10/2008

From 16830

US POSTAGE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

NORTHWEST SAVINGS BANK, as :  
Successor by Merger to CSB Bank :  
: vs. : No. 08-1826-CD  
: :  
DOUBLE E. SINGER, INC., A :  
Pennsylvania Corporation t/d/b/a :  
WILDWOOD INN :  
:

O R D E R

NOW, this 9<sup>th</sup> day of December, 2008, it is the ORDER of this Court  
that hearing relative Petition to Strike Judgment shall be and is hereby scheduled for  
Wednesday, January 7, 2009 at 2:45 P.M., in Courtroom No. 1 of the Clearfield  
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

/S/ Fredric J Ammerman

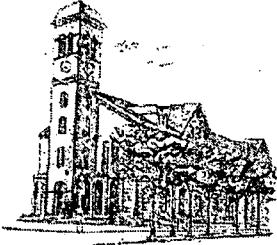
HONORABLE FREDRIC J. AMMERMAN  
President Judge

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

DEC 10 2008

Attest.

*William A. Chas*  
Prothonotary/  
Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**Jacki Kendrick**  
Deputy Prothonotary/Clerk of Courts

**Bonnie Hudson**  
Administrative Assistant

**David S. Ammerman**  
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ [www.clearfieldco.org](http://www.clearfieldco.org)

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 12/10/08

You are responsible for serving all appropriate parties.

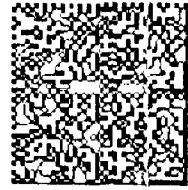
The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830



016H16505405  
\$00.420  
12/10/2008  
Mailed From 16830  
US POSTAGE

11/15/08  
No further address  
Prothonotary/Clerk of Courts  
William A. Shaw

RECEIVED  
MAR - 4 2008  
M/11/10 AM

Frederick Painter  
Double E. Singer, Inc.  
2489 Curwensville-Grampian Highway  
Grampia

165 DUE 120800 03/02/08  
: RETURN TO SENDER  
DOUBLE ENVELOPE INC  
MOVED LEFT TO ADDRESS  
UNABLE TO FORWARD  
RETURN TO SENDER  
DC: 1683054949 2343-19679-10-00  
16830549

16830549

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

NORTHWEST SAVINGS BANK, as :  
Successor by Merger to CSB Bank :  
:  
vs. : No. 08-1826-CD  
:  
DOUBLE E. SINGER, INC., A :  
Pennsylvania Corporation t/d/b/a :  
WILDWOOD INN

O R D E R

NOW, this 9<sup>th</sup> day of December, 2008, it is the ORDER of this Court  
that hearing relative Petition to Strike Judgment shall be and is hereby scheduled for  
Wednesday, January 7, 2009 at 2:45 P.M., in Courtroom No. 1 of the Clearfield  
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

/S/ Fredric J Ammerman

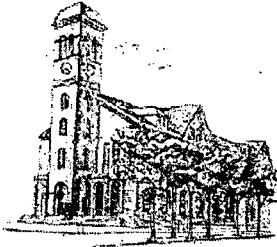
HONORABLE FREDRIC J. AMMERMAN  
President Judge

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

DEC 10 2008

Attest.

*William L. Ammerman*  
Prothonotary/  
Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw'**  
Prothonotary/Clerk of Courts

**Jacki Kendrick**  
Deputy Prothonotary/Clerk of Courts

**Bonnie Hudson**  
Administrative Assistant

**David S. Ammerman**  
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ [www.clearfieldco.org](http://www.clearfieldco.org)

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 12/10/08

You are responsible for serving all appropriate parties.

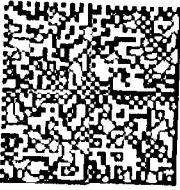
The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

016H6505405  
**\$00.590**  
01/12/2009  
Haisler  
Mailed From 16830  
US POSTAGE  


Double E. Singer, inc.

Attn: Frederick L. Painter

2489 Curwensville-Grampian Hwy.

Grampian, F

165 DFE 1/2009 00 03/02/09  
RETURN TO SENDER  
: DOUBLE  
REININGER INC  
MOVED LEFT TO FORWARD  
UNABLE TO FORWARD  
RETURN TO SENDER  
BC: 1683005449 \$1175-02475-12-39

168300549

168300549

William A. Shaw  
PROTHONOTARY/Clerk of Courts  
MAR - 4 2009  
m/11:10Lm  
FILED  
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168300549  
No further addressee

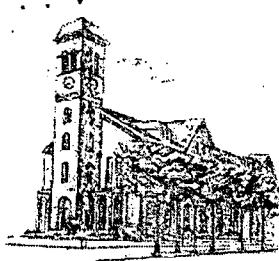
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

NORTHWEST SAVINGS BANK, }  
AS SUCCESSOR BY MERGER TO }  
CSB BANK }  
VS } NO. 08-1826-CD  
DOUBLE E. SINGER, INC., A }  
PENNSYLVANIA CORPORATION, }  
t/d/b/a WILDWOOD INN }

ORDER

NOW, this 7th day of January, 2009, this being the date set for Hearing on the Request of the Respondent to Strike Judgment; the Court noting that a review of the record indicates the Prothonotary has made appropriate service of the scheduling order on the Respondent Frederick Painter; the said Frederick Painter having failed to appear for this hearing nor has anyone appeared on his behalf, it is the ORDER of this Court that the Petition to Strike Judgment be and is hereby DISMISSED, with prejudice.

It is the ORDER of this Court that the Sheriff of Clearfield County shall reschedule the Sheriff's Sale



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**Jacki Kendrick**  
Deputy Prothonotary/Clerk of Courts

**Bonnie Hudson**  
Administrative Assistant

**David S. Ammerman**  
Solicitor

PO Box 549, Clearfield, PA 16830 □ Phone: (814) 765-2641 Ext. 1330 □ Fax: (814) 765-7659 □ [www.clearfieldco.org](http://www.clearfieldco.org)

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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Sincerely,

William A. Shaw  
Prothonotary

DATE: 11/9/09

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

DOCKET # 20851

NO: 08-1826-CD

PLAINTIFF: NORTHWEST SAVINGS BANK, AS SUCCESSOR BY MERGER TO CSB BANK

vs.

DEFENDANT: DOUBLE E. SINGER, INC., A PENNSYLVANIA CORPORATION T/D/B/A WILDWOOD INN

Execution PERSONAL PROPERTY

5 **FILED**

01/14/09  
MAR 09 2009

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF RETURN**

DATE RECEIVED WRIT: 9/29/2008

LEVY TAKEN 11/5/2008 @ 9:53 PM

POSTED 11/18/2008 @ 10:15 AM

SALE HELD 2/27/2009

SOLD TO NORTHWEST SAVINGS BANK, AS SUCCESSOR BY MERGER TO CSB BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 3/9/2009

DATE DEED FILED

PROPERTY ADDRESS 2489 CURWENSVILLE-GRAMPIAN HIGHWAY, P. O. BOX 42 GRAMPIAN , PA 16838

**SERVICES**

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$109.32

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2009

*Chester A. Hawkins*  
by Courtney Bitter-Angelus  
Chester A. Hawkins  
Sheriff

NORTHWEST SAVINGS BANK, AS SUCCESSOR BY MERGER TO CSB BANK

vs

DOUBLE E. SINGER, INC., A PENNSYLVANIA CORPORATION T/D/B/A WILDWOOD INN

---

1 11/5/2008 @ 9:53 AM SERVED DOUBLE E. SINGER, INC., A PA CORP. T/D/B/A WILDWOOD

SERVED FRED PAINTER, OWNER, OF DOUBLE E. SINGER, INC., A PA CORPORATION T/D/B/A WILDWOOD AT HIS PLACE OF BUSINESS 2489 CURWENSVILLE-GRAMPIAN HIGHWAY, GRAMPIAN, CLEARFIELD COUNTY,

A TURE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

2 11/18/200 @ 10:15 AM SERVED DOUBLE SINGER, INC., A PA CORP T/D/B/A WILDWOOD

SERVED FRED PAINTER, OWNER OF DOUBLE E. SINGER, INC., A PA CORPORATION T/D/B/A WILDWOOD INN AT HIS PLACE OF BUSINESS 2489 CURWENSVILLE-GRAMPIAN HIGHWAY, P.O.BOX 42, GRAMPIAN, PA 16838 BY HANDING

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

---

3 @ SERVED

NOW, DECEMBER 4, 2008 RECEIVED A PETITION TO STRIKE JUDGMENT AND REQUEST FOR PROMPT HEARING FROM DOUBLE E. SINGER, INC. A PENNSYLVANIA CORPORATION T/D/B/A WILDWOOD INN THAT WAS SUBMITTED

---

@ SERVED

NOW, JANUARY 8, 2009 RECEIVED AN ORDER OF COURT TO DISMISS THE PETITION TO STRIKE JUDGMENT WITH PREJUDICE AND THE SHERIFF OFFICE SHALL RESCHEDULE THE SHERIFF SALE OF PERSONAL PROPERTY.

---

1/15/2009 @ 2:00 PM SERVED DOUBLE E. SINGER, INC., A PA CORP T/D/B/A WILDWOOD

SERVED DOUBLE E. SINGER, INC., DEFENDANT, AT 2489 CURWENSVILLE-GRAMPIAN HIGHWAY, P. O. BOX 42, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO FREDRICK PAINTER, OWNER OF DOUBLE E.

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

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

Northwest Savings Bank,  
as Successor by Merger to CSB Bank

Vs.

NO.: 2008-01826-CD

Double E. Singer, Inc., a Pennsylvania Corporation  
t/d/b/a Wildwood Inn

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against NORTHWEST SAVINGS BANK, Successor by Merger to CSB BANK, Plaintiff(s) from DOUBLE E. SINGER, INC., a Pennsylvania Corporation t/d/b/a WILDWOOD INN, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:  
All personal property of the defendant, wheresoever located including, but not limited to that certain liquor license held by the Defendant and believed to be License #R17179 and all property located at 2489 Curwensville-Grampian Highway, Grampian, Pennsylvania 16838. Please take possession of all cash.
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
as garnishee(s):  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are 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, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **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.**

AMOUNT DUE/PRINCIPAL:.....\$124,138.18  
INTEREST at Note Rate as of 1/29/08:.....\$3,330.65  
ATTY'S FEES:.....\$1,185.00  
LATE FEES:.....\$190.47  
DATE: 9/29/2008

PROTH. COSTS PAID:.....\$115.00  
SHERIFF: \$  
OTHER COSTS: \$  
COSTS:.....\$208.30



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 29<sup>th</sup> day  
of September A.D. 2008  
At 2:30 A.M. P.M.

Requesting Party: Mark G. Claypool, Esq.  
120 West Tenth Street  
Erie, PA 16501  
(814) 459-2800

Chesler A. Henklein  
Sheriff Cynthia Butler-Clefford

**PERSONAL PROPERTY  
SCHEDULE OF DISTRIBUTION**

NAME DOUBLE E. SINGER, INC., A PA CORP. T/D/B/A WILDWOOD

NO. 08-1826-CD

NOW, February 27, 2009, 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 February 27, 2009, I exposed the within described real estate of Double E. Singer, Inc., A Pennsylvania Corporation T/D/B/A Wildwood Inn to public venue or outcry at which time and place I sold the same to NORTHWEST SAVINGS BANK, AS SUCCESSOR BY MERGER TO CSB BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	9.00
SERVICE	9.00
MILEAGE	7.02
LEVY	20.00
MILEAGE	7.02
POSTING	9.00
CSDS	
COMMISSION	0.00
POSTAGE	1.68
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
DEED	
ADD'L POSTING	9.00
ADD'L MILEAGE	6.60
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$109.32</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	124,138.18
INTEREST @ 17.3800 %	4,414.52
FROM 06/18/2008 TO 02/27/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	190.47
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	3,330.65
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$133,278.82</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	109.32
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	40.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$149.32</b>

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

NORTHWEST SAVINGS BANK, as  
Successor by Merger to CSB BANK,  
Plaintiff  
vs.  
DOUBLE E. SINGER, INC., a  
Pennsylvania Corporation t/d/b/a  
WILDWOOD INN  
Defendant

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

**PETITION TO STRIKE JUDGMENT**

**REQUEST FOR PROMPT HEARING**

I hereby certify that I did not voluntarily, intelligently and knowingly give up my right to notice and hearing prior to the entry of judgment. I petition the Court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing 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.

Notice of the hearing should be given to me at

2489 Curwensville Highway  
Street Address

Granville PA  
City, State

814 553-5477  
Telephone Number

Dated: 12-3-02

Kirk J. Park  
Defendant

# 801473

Rec.  
12-4-02

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

NORTHWEST SAVINGS BANK, }  
AS SUCCESSOR BY MERGER TO }  
CSB BANK }  
VS } NO. 08-1826-CD  
DOUBLE E. SINGER, INC., A }  
PENNSYLVANIA CORPORATION, }  
t/d/b/a WILDWOOD INN }

ORDER

NOW, this 7th day of January, 2009, this being the date set for Hearing on the Request of the Respondent to Strike Judgment; the Court noting that a review of the record indicates the Prothonotary has made appropriate service of the scheduling order on the Respondent Frederick Painter; the said Frederick Painter having failed to appear for this hearing nor has anyone appeared on his behalf, it is the ORDER of this Court that the Petition to Strike Judgment be and is hereby DISMISSED, with prejudice.

It is the ORDER of this Court that the Sheriff of Clearfield County shall reschedule the Sheriff's Sale

of Personal Property of the Respondent as soon as is practical.

BY THE COURT,

/S/ Fredric J Ammerman

---

President Judge