

08-2237-CD

Tammy English vs Kenneth Smeal et al

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

TAMMY ENGLISH,
Plaintiff

:

2008-2237-CD

VS.

:

NO. CD- -2008

KENNETH V. SMEAL, and
DONNA JEAN SMEAL,
Defendants


:

NOTICE OF ENTRY OF JUDGMENT

To: Kenneth V. Smeal and Donna Jean Smeal

Please take note that JUDGMENT has been entered against you in favor of Tammy English in the principal amount of Ten Thousand (\$10,000.00) Dollars in the above-captioned matter on this date.

Date: 11-20-08



William A. Shaw, Prothonotary

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

TAMMY ENGLISH,
Plaintiff

VS.

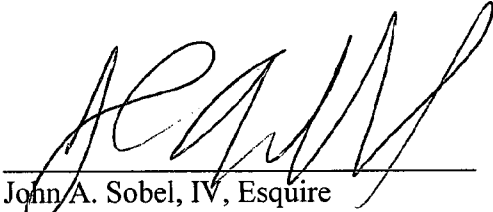
KENNETH V. SMEAL, and
DONNA JEAN SMEAL,
Defendants

2008-2237-CD
NO. CD- -2008

FILED
NOV 20 2008
0/1135/w
William A. Shaw
Prothonotary/Clerk of Courts
CERT w/NOTICE
TO DEPT - J
ATTU

PRAECIPE TO ENTER JUDGMENT

Please enter a Judgment in the amount of Ten Thousand (\$10,000.00) Dollars in favor of 1 to
the Plaintiff and against the Defendants pursuant to the Judgment Note signed by the Defendants
and attached hereto as Exhibit "A".


John A. Sobel, IV, Esquire
Attorney for Plaintiff

Dated: 11/14/08

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

TAMMY ENGLISH,
Plaintiff

:

VS.

:

NO. CD- -2008

KENNETH V. SMEAL, and
DONNA JEAN SMEAL,
Defendants

:

JUDGMENT NOTE

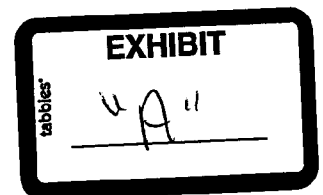
THIS NOTE made this 13th day of November, 2008,
between

KENNETH V. SMEAL an individual, of 7876 Shiloh Road, Woodland, Pennsylvania,
16881, hereinafter referred to as PRINCIPAL DEBTOR; and DONNA JEAN SMEAL, an
individual, of 7876 Shiloh Road, Woodland, Pennsylvania, 16881, hereinafter referred to as
SECONDARY DEBTOR,

- A N D -

TAMMY ENGLISH, an individual, of 307 Myers Circle, Clearfield, Pennsylvania,
16830, hereinafter referred to as CREDITOR.

NOW WITNESSETH, that for and in consideration of the amount of Ten Thousand
(\$10,000.00) Dollars being paid by Creditor on behalf of Principal Debtor for legal fees in
connection with his defense to that certain criminal action filed against him in the Court of
Common Pleas of Clearfield County, Pennsylvania at Docket No. _____,
Principal Debtor does hereby promise to re-pay unto Creditor said principal amount of Ten
Thousand (\$10,000.00) Dollars together with interest at the annual rate of 4.75% in accordance



with the amortization schedule hereinafter attached as Addendum A and made part hereof by reference in the following manner:

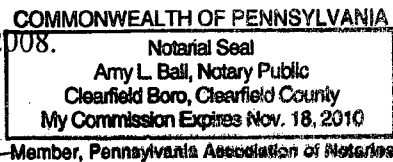
1. Payments shall be in the amount of Two Hundred Dollars per month in accordance with the amortization schedule attached hereto as Addendum A;
2. Payments shall be divided between principal and interest in accordance with the amortization schedule hereinafter attached as Addendum A;
3. The first payment in accordance with the attached amortization schedule shall become due and payable at the expiration of six (6) months from Principal Debtor's release from incarceration following a final order from the Court of Common Pleas of Clearfield County disposing of the matter at Docket No. _____ or six (6) months from the date of said final order if Principal Debtor is not incarcerated as a result of said final order.
4. Payments shall thereafter continue on a monthly basis in accordance with the attached amortization schedule until the principal amount shall be paid in full.
5. If the Principal Debtor shall default in the making of any payment required hereunder, which default shall continue for a period of sixty (60) days, then Creditor may execute this Judgment Note against Principal Debtor and Secondary Debtor.
6. In the event of the execution of this Judgment Note, it shall be enforceable against Secondary Debtor only with respect to that piece of real estate owned by her at Clearfield County Instrument No. 199900622, a copy of which is hereinafter attached as Addendum B and incorporated herein by reference. Execution of the Judgment Note against Principal Debtor shall be had in any lawful manner available to Creditor.
7. Secondary Debtor does join in this note to induce Creditor to make the payment on

behalf of Principal Debtor as mentioned hereinabove and does hereby acknowledge that this Judgment Note shall act as a lien on the real estate owned by her at Clearfield County Instrument No. 199900622, which lien shall be enforceable against her as set forth hereinabove at paragraph 6.

FURTHER, Principal Debtor Kenneth V. Smeal and Secondary Debtor Donna Jean Smeal hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and to enter judgment against them in favor of Creditor or to any person or entity to whom she may assign the same for the sum of the Note together with interest and costs of suit, and, said Principal Debtor and Secondary Debtor hereby waives and releases all benefit and relief from any and all appraisal, stay or exemption laws of any state now in force or hereinafter enacted.

Sworn to and subscribed before
me this 12th day of
November, 2008.

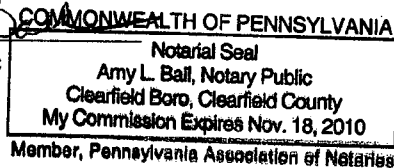
Amy L. Ball
Notary Public



Kenneth V. Smeal
Kenneth V. Smeal

Sworn to and subscribed before
me this 12th day of
November, 2008.

Amy L. Ball
Notary Public



Donna J. Smeal
Donna Jean Smeal

Loan Amortization Calculator

Almost any data field on this form may be calculated. Enter the appropriate numbers in each slot, leaving blank (or zero) the value that you wish to determine, and then click "Calculate" to update the page.

Principal

Payments per Year

Annual Interest Rate

Number of Regular Payments

Balloon Payment

Payment Amount

☒ Show Amortization Schedule

This loan calculator is written and maintained by Bret Whissel.
See [Bret's Blog \[/blog/calculator/\]](#) for more information.

Summary

Principal borrowed: \$10000.00**Annual Payments:** 12 **Total Payments:** 61 (5.08 years)**Annual interest rate:** 4.75% **Periodic interest rate:** 0.3958%**Regular Payment amount:** \$200.00 **Final Balloon Payment:** \$-843.33**Minimum amortizing payment for this Principal and Interest rate:** \$39.59

The following results are estimates which do not account for values being rounded to the nearest cent. See the amortization schedule for more accurate values.

Total Repaid: \$11156.67**Total Interest Paid:** \$1156.67**Interest as percentage of Principal:** 11.567%

Addendum
"A"

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	160.42	39.58	160.42	39.58	9839.58
2	161.05	38.95	321.47	78.53	9678.53
3	161.69	38.31	483.16	116.84	9516.84
4	162.33	37.67	645.49	154.51	9354.51
5	162.97	37.03	808.46	191.54	9191.54
6	163.62	36.38	972.08	227.92	9027.92
7	164.26	35.74	1136.34	263.66	8863.66
8	164.91	35.09	1301.25	298.75	8698.75
9	165.57	34.43	1466.82	333.18	8533.18
10	166.22	33.78	1633.04	366.96	8366.96
11	166.88	33.12	1799.92	400.08	8200.08
12	167.54	32.46	1967.46	432.54	8032.54
13	168.20	31.80	2135.66	464.34	7864.34
14	168.87	31.13	2304.53	495.47	7695.47
15	169.54	30.46	2474.07	525.93	7525.93
16	170.21	29.79	2644.28	555.72	7355.72
17	170.88	29.12	2815.16	584.84	7184.84
18	171.56	28.44	2986.72	613.28	7013.28
19	172.24	27.76	3158.96	641.04	6841.04
20	172.92	27.08	3331.88	668.12	6668.12
21	173.61	26.39	3505.49	694.51	6494.51
22	174.29	25.71	3679.78	720.22	6320.22
23	174.98	25.02	3854.76	745.24	6145.24
24	175.68	24.32	4030.44	769.56	5969.56
25	176.37	23.63	4206.81	793.19	5793.19
26	177.07	22.93	4383.88	816.12	5616.12
27	177.77	22.23	4561.65	838.35	5438.35
28	178.47	21.53	4740.12	859.88	5259.88
29	179.18	20.82	4919.30	880.70	5080.70
30	179.89	20.11	5099.19	900.81	4900.81
31	180.60	19.40	5279.79	920.21	4720.21
32	181.32	18.68	5461.11	938.89	4538.89
33	182.03	17.97	5643.14	956.86	4356.86
34	182.75	17.25	5825.89	974.11	4174.11
35	183.48	16.52	6009.37	990.63	3990.63
36	184.20	15.80	6193.57	1006.43	3806.43
37	184.93	15.07	6378.50	1021.50	3621.50
38	185.66	14.34	6564.16	1035.84	3435.84
39	186.40	13.60	6750.56	1049.44	3249.44
40	187.14	12.86	6937.70	1062.30	3062.30
41	187.88	12.12	7125.58	1074.42	2874.42
42	188.62	11.38	7314.20	1085.80	2685.80
43	189.37	10.63	7503.57	1096.43	2496.43
44	190.12	9.88	7693.69	1106.31	2306.31
45	190.87	9.13	7884.56	1115.44	2115.44
46	191.63	8.37	8076.19	1123.81	1923.81
47	192.38	7.62	8268.57	1131.43	1731.43
48	193.15	6.85	8461.72	1138.28	1538.28
49	193.91	6.09	8655.63	1144.37	1344.37
50	194.68	5.32	8850.31	1149.69	1149.69
51	195.45	4.55	9045.76	1154.24	954.24
52	196.22	3.78	9241.98	1158.02	758.02
53	197.00	3.00	9438.98	1161.02	561.02

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
54	197.78	2.22	9636.76	1163.24	363.24
55	198.56	1.44	9835.32	1164.68	164.68
56	199.35	0.65	10034.67	1165.33	-34.67
57	200.13	-0.13	10234.80	1165.20	-234.80
58	200.92	-0.92	10435.72	1164.28	-435.72
59	201.71	-1.71	10637.43	1162.57	-637.43
60	202.51	-2.51	10839.94	1160.06	-839.94
61	*-839.94	0.00	10000.00	1160.06	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

THIS DEED,

MADE the 15th day of January in the year nineteen hundred and ninety-nine (1999),
between DOROTHY J. LODDO, of R. D. 1, Box 91, Curwensville, Clearfield County,
Pennsylvania, party of the first part, hereinafter called "GRANTOR",

A
N
D

DONNA JEAN SMEAL, of R. D. 1, Woodland, Clearfield County, Pennsylvania, party of the
second part, hereinafter called "GRANTEE".

WITNESSETH:

That for and in consideration of natural love and affection and the sum of One and no/100 (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, her heirs and assigns,

ALL of the Grantor's undivided one-half interest in and to those certain premises situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post at side of road, thence running in a Westerly direction 8 ½ rods, more or less to a post, thence in a Southerly direction 11 9/10 rods, more or less to land of M. G. Graham 9 rods, more or less to post at side of road, thence along said road in a Northerly direction 8 rods more or less to place of beginning.

RESERVING therefrom all of the coal, fireclay and other minerals with attendant mining rights as fully as reserved in prior deeds, particularly those rights reserved to N.P. Wilson.

BEING the same premises conveyed by Dorothy J. Green, a/k/a Dorothy J. Loddo, unto Dorothy J. Loddo and Donna Jean Smeal, as joint tenants with the right of survivorship and not as tenants in common, by Deed dated April 28, 1988, and recorded in Clearfield County Deeds and Records Book 1218, at Page 265. It is intended by the Grantor herein that this Deed shall convey unto the Grantee all of her right, title and interest in and to the aforesaid premises.

This conveyance is made between sisters and is, therefore, exempt from Pennsylvania Realty Transfer Tax.

For the purpose of complying with the Act of July 17, 1957, P.L. 984; 52 P.S. Supp. 1551, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice:

THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND THE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

AND, the said Grantor will WARRANT SPECIALLY AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal, the day and year first above written.

Dorothy J. Loddo (SEAL)
Dorothy J. Loddo

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

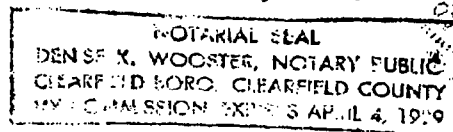
SS

On this, the 15th day of JANUARY, 1999, before me, the undersigned officer, personally appeared DOROTHY J. LODDO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Denise K. Wooster
Notary Public

2



CERTIFICATE OF RESIDENCE

Bot 110

I hereby certify that the precise residence of the Grantee is R. D. 1, Woodland, PA
16881.

Donna J. Smeal
NTS

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199900622

RECORDED ON

Jan 15, 1999
12:49:05 PM

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$15.50

3

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Tammy English
(Plaintiff)

307 Myers Circle
(Street Address)

Clearfield PA 16830
(City, State ZIP)

VS.

Kenneth V. & Donna Jean
(Defendant) Smeal

7876 Shiloh Road
(Street Address)

Woodland PA 16881
(City, State ZIP)

CIVIL ACTION

No. 2008-2237-CD

Type of Case: Judgement

Type of Pleading: Subordination

Filed on Behalf of:

Attabay Resources
(Plaintiff/Defendant)

Attabay Resources
(Filed by)

4245 North Central Expressway
(Address) Suite 590
Dallas Texas 75205
214-306-8743
(Phone)

(Signature)

FILED

9/2/2011
JUN 20 2011

Attabay
pd 7.00
No CC

William A. Shaw
Prothonotary/Clerk of Courts

AGREEMENT TO SUBORDINATE
(By Judgment Creditor to Oil and Gas Lease)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD


On or about the 12th day of November, 2008, Tammy English, an individual, of 307 Myers Circle, Clearfield, Pennsylvania, 16830 (herein called "Judgment Creditor"), obtained a judgment against Kenneth V. Smeal, an individual, of 7876 Shiloh Road, Woodland, Pennsylvania, 16881 and Donna Jean Smeal, an individual, of 7876 Shiloh Road, Woodland, Pennsylvania 16881 (herein called "Judgment Debtors"), in Case No 2008-2237-CD in the Court of Common Pleas of Clearfield County, Pennsylvania, which said judgment, is currently unpaid and owing to Judgment Creditor.

Judgment Debtor and Attaboy Resources, LP d/b/a Little Pine Resources, with an address of 4245 North Central Expressway, Suite 590, Dallas, TX 75205 (herein called "Lessee") have reached agreement for the execution and delivery of an Oil and Gas Lease covering certain oil and gas interests owned by Judgment Debtor under property situated in Clearfield County, Pennsylvania, said property containing 6.601 acres, more or less, and being identified by Tax Assessment Parcel # 106-007-000-00061 and being herein described as "the leased lands".

For and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged, Judgment Creditor hereby agrees that the judgment lien above described shall be and is made subordinate, subject to and inferior to the Oil and Gas Lease to be executed by and between Judgment Debtor and Lessee. In the event of a sale of the leased lands, or any part thereof, pursuant to the rights held by Judgment Creditor under the above-described judgment, it is agreed that the leasehold estate created by the Oil and Gas Lease shall in no wise be affected by such sale.

However, it is understood and agreed that the Judgment Lien shall not be impaired as to the Judgment Debtor's rights to receipt of royalties or other monies that may be paid as a result of the leasing of the lands or production of oil and gas from the leased lands.

This Agreement is executed this the 14 day of June, 2011.



Tammy English, Judgment Creditor

ACKNOWLEDGMENT

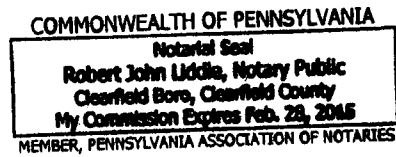
Commonwealth of Pennsylvania }
 } SS.
County of Clearfield }

On this 14th day of June, 2011, before me, the undersigned officer, personally appeared Tammy English, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary Public
My Commission Expires:



FILED

JUN 20 2011

William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA
JUN 20 2011
JUN 20 2011
JUN 20 2011
JUN 20 2011