

## Supreme Court of Pennsylvania

Court of Common Pleas

Civil Cover Sheet

CRANFORD

County

D S B 2024

295

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

## Commencement of Action:

- ☒ Complaint      ☐ Writ of Summons      ☐ Petition  
☐ Transfer from Another Jurisdiction      ☐ Declaration of Taking

Lead Plaintiff's Name:

Wayne's Self Storage, LLC

Lead Defendant's Name:

David Heil

Are money damages requested? ☒ Yes ☐ NoDollar Amount Requested: ☒ within arbitration limits  
(check one) ☐ outside arbitration limitsIs this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: John C. Swick, Esquire

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

## TORT (do not include Mass Tort)

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/ Defamation  
☐ Other: \_\_\_\_\_

## MASS TORT

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other: \_\_\_\_\_

## PROFESSIONAL LIABILITY

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional: \_\_\_\_\_

## CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other \_\_\_\_\_

- ☐ Employment Dispute: Discrimination  
☐ Employment Dispute: Other \_\_\_\_\_

- ☒ Other:  
 Confession of Judgment  
 -Default under Guaranty/note

## REAL PROPERTY

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other: \_\_\_\_\_

## CIVIL APPEALS

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other \_\_\_\_\_

- ☐ Zoning Board  
☐ Other: \_\_\_\_\_

## MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
☐ Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☐ Other: \_\_\_\_\_

Original Filed And This Copy  
Certified As A True Copy On

APR 26 2024

PROTHONOTARY  
CRAW. COUNTY, MDV. PA

**IN THE COURT OF COMMON PLEAS OF CRAWFORD COUNTY, PENNSYLVANIA  
CIVIL ACTION**

**WAYNE'S SELF STORAGE,  
LLC,**

**Plaintiff**

**vs**

**David Heil,**

**Defendant**

**No. D.S.B.** DSB 2024 295

**COMPLAINT FOR  
CONFESSION OF JUDGMENT  
FOR MONEY**

Filed on behalf of:

Wayne's Self Storage, LLC, Plaintiff

Counsel of Record:

John C. Swick, Esquire  
Supreme Court ID #73166  
SHAFFER LAW FIRM, P.C.  
890 Market Street  
Meadville, PA 16335  
Phone (814) 724-4540  
Fax (814) 724-4545

**IN THE COURT OF COMMON PLEAS OF CRAWFORD COUNTY, PENNSYLVANIA  
CIVIL ACTION**

**WAYNE'S SELF STORAGE,  
LLC,**

**Plaintiff**

**vs**

**No. D.S.B. \_\_\_\_\_**

**D S B 2024 295**

**David Heil,**

**Defendant**

**COMPLAINT FOR CONFESSION OF JUDGMENT FOR MONEY**

AND NOW, this 26th day of April, 2024, comes the Plaintiff, Wayne's Self Storage, LLC, by and through their counsel, John C. Swick and the SHAFER LAW FIRM, P.C., and files the following Complaint for Confession of Judgment for Money, whereof the following is a statement:

1. The Plaintiff is Wayne's Self Storage, LLC, a Pennsylvania limited liability company with its principal place of business at 10976 McHenry Street, Meadville, PA 16335, hereinafter "Wayne's".
2. The Defendant is David Heil, an adult individual, with a last known address of 17900 Shavers Lane, Wazata, MN 55391, hereinafter "David".
3. Buckeye State Storage Group, LLC, an Ohio limited liability company (hereinafter "Buckeye") signed a Promissory Note with the Wayne's dated March 2, 2021. The repayment of the Promissory Note was subject to a Guaranty executed by David on the same date. A true and correct copy of said Guaranty is attached hereto and incorporated herein as Exhibit "A."
4. As of the date of this Agreement, Buckeye is in default of the Promissory Note.



5. Notice of said default was provided to Buckeye and David.
6. As is provided for in the Guaranty, Wayne's is authorized to enter a Confession of Judgment against David.
7. Wayne's has not received any default charge payments.
8. This judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
9. The Promissory Note has not been assigned.
10. The Judgment has not been entered on this instrument in any jurisdiction as of the date of the filing of this Complaint, the following amounts are due and owing:

Principal	\$250,000.00
2% additional Principal Payment	\$10,000.00
Default Penalty	\$17,500.00
Attorney's Fees	<u>\$5,000.00</u>
Total	\$282,500.00

Respectfully submitted,

SHAFFER LAW FIRM, P.C.

By: 

John C. Swick, Esquire  
Supreme Court ID #73166  
890 Market Street  
Meadville, PA 16335  
Attorney for Plaintiff

Date: 4/26/24

EXHIBIT

A

**GUARANTY**

Borrower:

Lender: Wayne's Self Storage, LLC  
2844 Broadway Avenue  
Cleveland, OH 44115

Buckeye State Storage Group, LLC

c/o William W. Karastury  
10976 McHenry Street  
Meadville, PA 16335

Guarantor: David Heil

Date: March 2nd, 2021

**GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantors absolutely and unconditionally guarantee full and punctual payment and satisfaction of the indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantors even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the indebtedness or against any collateral securing the indebtedness, the Guaranty or any other guaranty of the indebtedness. Guarantors will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations that Borrower individually or collectively or interchangeably with others, owes or will owe Lender under the Note and Related Documents and any renewals, extensions, modifications, refinancings, consolidations and substitutions of the Note and Related Documents.

If Lender presently holds one or more guaranties, or thereafter receives additional guaranties from Guarantors, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantors' liability will be Guarantors' aggregate liability under the terms of this Guaranty and any such other undetermined guaranties.

**CONTINUING GUARANTY.** THIS GUARANTY ENCOMPASSES THE NOTE AND RELATED DOCUMENTS AND GUARANTORS UNDERSTAND AND AGREE THAT THIS GUARANTY SHALL BE OPEN AND CONTINUOUS UNTIL THE INDEBTEDNESS AS SET FORTH IN THE NOTE AND RELATED DOCUMENTS IS PAID IN FULL AND THE LENDER DECLARES THAT THE NOTE AND RELATED DOCUMENTS ARE FULLY SATISFIED, PERFORMED AND TERMINATED.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantors or to Borrower, and will continue in full force until all the indebtedness shall have been fully and finally paid and satisfied and all of Guarantors' other obligations under this Guaranty shall have been performed in full. Release of any other Guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantors under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

**GUARANTORS' AUTHORIZATION TO LENDER.** Guarantors authorize Lender, without notice or demand and without lessening Guarantors' liability under this Guaranty, from time to time: (A) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times and time for payment or other terms of the indebtedness or any part of the indebtedness, including increases and decreases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more Borrower's sureties, endorsers, or other Guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTORS' REPRESENTATIONS AND WARRANTIES.** Guarantors represent and warrant to Lender that (A) no representations or agreements of any kind have been made to Guarantors which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantors have full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantors and do not result in a violation of any law, regulation, court decree or order applicable to Guarantors; (E) Guarantors have not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantors' assets, or any interest therein; (F) upon Lender's request, Guarantors will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantors' financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantors' financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantors' financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantors are pending or threatened; (I) Lender has made no representation to Guarantors as to the creditworthiness of Borrower; and (J) Guarantors have established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantors agree to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantors' risks under this Guaranty, and Guarantors further agree that lender shall have no obligation to disclose to Guarantors any information or documents acquired by Lender in the course of its relationship with Borrower.



**GUARANTORS' WAIVERS.** Except as prohibited by applicable law, Guarantors waive any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other Guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other Guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other Guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) To pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantors also waive any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantors, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantors' subrogation rights or Guarantors' rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantors may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other Guarantor, or of any other person, or by reason of cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantors is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to Guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered for the purpose of the enforcement of this Guaranty.

Guarantors further waive and agree not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantors, or both.

**GUARANTORS' UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantors warrant and agree that each of the waivers set forth above is made with Guarantors' full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTORS.** Guarantors agree that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantors may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantors hereby expressly subordinate any claim Guarantors may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantors shall be paid by Lender and shall be first applied by Lender to the indebtedness. Guarantors do hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantors shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantors agree, and Lender is hereby authorized, in the names of the Guarantors, from time to time to file financial statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire outstanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantors agree to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantors also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

**Choice of Venue.** If there is a lawsuit, Guarantors agree upon Lender's request to submit to the jurisdiction of the courts of Crawford County, Commonwealth of Pennsylvania.

**Integration.** Guarantors further agree that Guarantors have read and fully understand the terms of this Guaranty; Guarantors have had the opportunity to be advised by Guarantors' attorney with respect to this Guaranty; the Guaranty fully reflects Guarantors' intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantors hereby indemnify and hold harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantors of the warranties, representations and agreements of this paragraph.



**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor", "Borrower", and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid and enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

**Notices.** Unless otherwise provided by applicable law, any notice required to be given under this Guaranty shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the address shown near the beginning of this Guaranty. Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantors agree to keep Lender informed at all times of Guarantors' current addresses. Unless otherwise provided by applicable law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantors, shall constitute a waiver of any of Lender's rights or of any of Guarantors' obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** The terms of this Guaranty shall be binding upon Guarantors, and upon Guarantors' successors and assigns, and shall be enforceable by Lender and its heirs, successors and assigns.

**Waive Jury.** Lender and Guarantors hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

**DISCLOSURE OF CONFESSION OF JUDGMENT.** An exhibit, titled "DISCLOSURE OF CONFESSION OF JUDGMENT" is attached to this Guaranty and by this reference is made a part of this Guaranty just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Guaranty.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Buckeye State Storage Group, LLC, an Ohio limited liability company, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Guarantor(s).** The word "Guarantor(s)" means everyone signing this Guaranty, including without limitation David Heil, and in each case, any signer's successors, heirs, personal representatives, and assigns.

**Guarantors' Share of the Indebtedness.** The words "Guarantors' Share of the Indebtedness" means Guarantors' indebtedness to Lender as more particularly described in this Guaranty.

**Guaranty.** The "Guaranty" means this guaranty from Guarantor to Lender.

**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

**Lender.** The word "Lender" means Wayne's Self Storage Group, LLC, a Pennsylvania limited liability company, its heirs, personal representatives, successors and assigns.

**Note.** The word "Note" means a Promissory Note in the original principal amount of \$250,000.00 from Borrower to Lender, dated March 2nd, 2021, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement.


**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deed of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**CONFESSION OF JUDGMENT.** GUARANTOR 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 GUARANTOR AFTER THE AMOUNTS HEREUNDER BECOME DUE AND WITH OR WITHOUT

COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST GUARANTOR FOR THE ENTIRE PRINCIPAL BALANCE OF THIS GUARANTY AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THE INDEBTEDNESS, TOGETHER WITH COSTS OF SUIT.

WITNESS:

GUARANTOR:

  
\_\_\_\_\_(Seal)  
By: \_\_\_\_\_(Seal)  
David Heil

MINNESOTA  
JUDICIAL  
BRANCH



**DISCLOSURE OF CONFESSION OF JUDGMENT**

Borrower:  
Lender: Wayne's Self Storage, LLC  
2844 Broadway Avenue  
Cleveland, OH 44115

Buckeye State Storage Group, LLC

c/o William W. Karastury  
10976 McHenry Street  
Meadville, PA 16335

Guarantor: David Heil

This DISCLOSURE OF CONFESSION OF JUDGMENT is attached to and by this reference is made a part of the Guaranty, dated March 2nd, 2021, and executed in connection with a loan or other financial accommodations between Buckeye State Storage Group, LLC and Wayne's Self Storage, LLC.

Guarantors hereby acknowledge that they are executing the following document ("Document") related to a loan or other credit accommodation to the above Borrower which contains a Confession of Judgment provision:

☐ Promissory Note

☒ Guaranty Agreement

1. Guarantors understand that the Document contains a confession of judgment provision that would permit the Lender to enter judgment against Guarantors in court without advance notice to me and without offering me the opportunity to defend against the entry of the judgment. In executing the Document, being fully aware of Guarantors' rights to advance notice and a hearing to contest the validity of any judgment or other claims that Lender may assert against Guarantors under the Document, Guarantors hereby knowingly, intelligently and voluntarily waive these rights, including, without limitation, any right to advance notice of the entry of judgment. Further, Guarantors hereby expressly agree and consent to Lender's entering judgment against me by confession as provided in the confession of judgment provision set forth in the Document.

2. Guarantors further understand that in addition to giving Lender the right to enter judgment against Guarantors without advance notice or a hearing, the confession of judgment provision in the Document also contains language that would permit Lender, after entry judgment, without either advance notice or a hearing, to execute on the judgment by attaching, levying, garnishing, foreclosing upon, taking possession, or otherwise seizing Guarantors' property, whether real, personal or mixed, in order to obtain full or partial payment of the judgment so entered. In executing the Document, Guarantors are fully aware of Guarantors' rights to advance notice and a hearing after judgment is entered before execution of the judgment and Guarantors hereby knowingly, intelligently and voluntarily waive these rights. Further, Guarantors expressly agree and consent to Lender, in its sole and absolute discretion, to immediately or at any time to execute on the judgment, in any manner permissible under applicable state and Federal laws, without any advance notice to me.

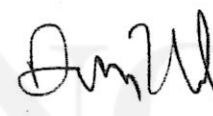
GUARANTORS EXECUTION OF THIS DISCLOSURE CERTIFIES THAT GUARANTORS WERE EITHER REPRESENTED BY THEIR OWN LEGAL COUNSEL IN CONNECTION WITH THE TRANSACTION RELATED TO THE DOCUMENT, OR THAT GUARANTORS HAD THE CONFESSION OF JUDGMENT PROVISION IN THE DOCUMENT SEPARATELY PRESENTED TO ME BY A REPRESENTATIVE OF LENDER. FURTHER, THIS DISCLOSURE, OR A COPY THEREOF, SIGNED BY GUARANTORS SHALL BE CONCLUSIVELY PRESUMED BY ANY COURT OF COMPETENT JURISDICTION TO INDICATE GUARANTORS KNOWING, INTELLIGENT AND VOLUNTARY WAIVER OF THESE RIGHTS.

THIS DISCLOSURE OF CONFESSION OF JUDGMENT IS EXECUTED ON March 2nd, 2021.

WITNESS:

GUARANTOR:

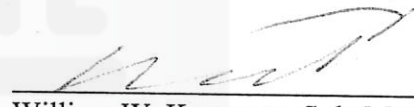
 (Seal)

By:  (Seal)  
David Heil

**VERIFICATION**

The undersigned hereby verifies that they are the named Plaintiff in the foregoing action, that the facts set forth in Plaintiff's Complaint for Confession of Judgment for Money are true and correct to the best of its knowledge, information and belief, and further states that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Wayne's Self Storage, LLC

  
\_\_\_\_\_  
William W. Karastury, Sole Member

MINNESOTA  
JUDICIAL  
BRANCH



**IN THE COURT OF COMMON PLEAS OF CRAWFORD COUNTY, PENNSYLVANIA  
CIVIL ACTION**

**WAYNE'S SELF STORAGE,  
LLC,**

**Plaintiff**

**vs**

**No. D.S.B. \_\_\_\_\_**

D S B 2024 4 29 5

**David Heil,**

**Defendant**

**CONFESSION OF JUDGMENT WHERE ACTION COMMENCED BY  
COMPLAINT** pursuant to Rule 2962 Pa. R.C.P.

Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess judgment in favor of the Plaintiff and against Defendant as follows:

A. Principal Amount	\$250,000.00
B. 2% Additional Principal Payment	\$ 10,000.00
C. Default Penalty	\$ 17,500.00
D. Attorney Fees	\$ 5,000.00
<b>Total</b>	<b>\$282,500.00</b>

Respectfully submitted,

SHAHER LAW FIRM, P.C.

By: \_\_\_\_\_

John C. Swick, Esquire  
Supreme Court ID #73166  
890 Market Street  
Meadville, PA 16335  
Attorney for Plaintiff

Date: 4/26/24

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

WAYNE'S SELF STORAGE,  
LLC,

Plaintiff

vs

No. D.S.B. 0 S B 2024 11 29 5

David Heil,

Defendant

CERTIFICATE OF RESIDENCE

I certify that the Plaintiff, Wayne's Self Storage, LLC, a Pennsylvania limited liability company has its principal place of business at 10976 McHenry Street, Meadville, PA 16335. I understand that false statements made in this certificate are subject to the penalties of 18 Pa. Cons. Stat. Ann. §4904, relating to unsworn falsification to authorities.

Date: 4/26/24



John C. Swick, Esquire  
Attorney for Plaintiff



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

WAYNE'S SELF STORAGE,  
LLC,

Plaintiff

vs

No. D.S.B. 0 S B 2024 J 29 5

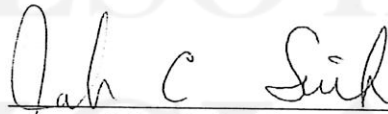
David Heil,

Defendant

CERTIFICATE OF RESIDENCE

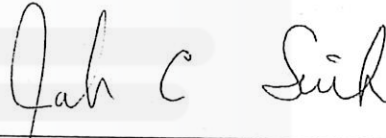
I certify that the Defendant, David Heil last known address is 17900 Shavers Lane, Wazata, MN 55391. I understand that false statements made in this certificate are subject to the penalties of 18 Pa. Cons. Stat. Ann. §4904, relating to unsworn falsification to authorities.

Date: 4/26/24

  
\_\_\_\_\_  
John C. Swick, Esquire  
Attorney for Plaintiff

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complied with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania*. Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



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John C. Swick, Esquire  
SHAFFER LAW FIRM, P.C.  
890 Market Street  
Meadville, PA 16335  
jswick@shaferlaw.com  
Phone (814) 724-4540  
Supreme Court ID#73166

MINNESOTA  
JUDICIAL  
BRANCH



**IN THE COURT OF COMMON PLEAS OF CRAWFORD COUNTY, PENNSYLVANIA  
CIVIL ACTION**

**WAYNE'S SELF STORAGE,  
LLC,**

**Plaintiff**

**vs**

**No. D.S.B. \_\_\_\_\_**

**D S B 2024 29 5**

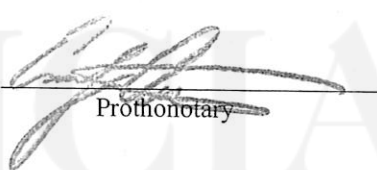
**David Heil,**

**Defendant**

**NOTICE OF ENTRY OF JUDGMENT**

To: David Heil  
17900 Shavers Lane  
Wazata, MN 55391

AND NOW, this 26th day of April, 2024, judgment is entered in favor of the plaintiff and against the defendant, and damages are assessed as above, in the sum of \$282,500.00.

  
Prothonotary