

00-248-CD
COUNTY NATIONAL BANK -vs- JAMES R. NERONE et al

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

(13) COUNTY NATIONAL BANK,

Plaintiff

vs.

(54) JAMES R. NERONE and
(84) ROBERTA A. NERONE d/b/a
(116) MIDAS MUFFLER SHOP (12)
Defendants

No. 00-248 -CD

Type of Case:
FORECLOSURE

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Counsel for Plaintiff:
Peter F. Smith
Supreme Court I.D. No. 34291
P.O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

FILED

FEB 28 2000

William A. Shaw
Prothonotary

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

COUNTY NATIONAL BANK	:		
Plaintiff	:		
	:		
vs.	:	No. 00-	-CD
	:		
JAMES R. NERONE and	:		
ROBERTA A. NERONE d/b/a	:		
MIDAS MUFFLER SHOP	:		
Defendants	:		

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR CANNOT AFFORD A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Miscellaneous Book Vol. 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed unto James R. Nerone, an individual, dated March 15, 1989, recorded in Clearfield County Deed Book Volume 1310, Page 557.

4. Defendants mortgaged the property described above to County National Bank, Plaintiff, by instrument dated April 29, 1999, for a principal debt of \$222,100.00, together with interest at the rate of 8.750% per annum to be repaid in regular monthly installments. Said mortgage was recorded in Clearfield County Instrument Number 199906748. A true and correct copy of said mortgage is attached hereto and incorporated herein by Exhibit A.

5. Defendants also executed a Note dated April 29, 1999, in favor of County National Bank together with the foregoing mortgage evidencing their personal obligation to repay the amounts borrowed, interest and other finance charges. A true and correct copy of said Note is attached hereto incorporated herein by reference as Exhibit B.

6. As stated in the Installment Note, the Defendants incurred this debt with the Plaintiff in order to consolidate other business debts and for store renovations at their businesses known as MIDAS MUFFLER SHOP, 161 Shaffer Road, DuBois, Pennsylvania, 15801.

7. As additional security for repayment of this loan, the Defendants granted to Plaintiff a security interest in all their equipment, inventory, accounts and general tangibles. A true and correct copy of said financing statement together with the Exhibits attached to it are attached hereto and incorporated herein by reference as Exhibit C.

8. Plaintiff's financing statements were duly entered of record at the Clearfield County Courthouse on May 4, 1999, at P-50500 and with the Department of State in Harrisburg, Pennsylvania, on May 10, 1999, Financing Statement 30240947.

9. Plaintiff has not assigned its mortgage, note or security interests.

10. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.

11. Defendants are entitled to no credits or set-offs.

12. Page 3 of the Note provides under Additional Terms, that the debtor will be in default if: "I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe."

13. On or about February 11, 2000, the Defendants closed their muffler shops in DuBois and Indiana, Pennsylvania, and he moved to Pittsburgh. Closure of these businesses jeopardizes part of CNB's collateral and will make this obligation difficult to collect because Defendants will not have cash flow from those businesses.

14. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of February 21, 2000, are as follows:

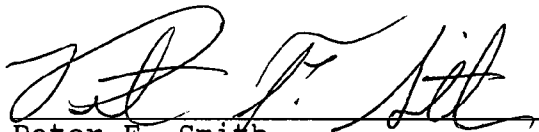
a)	Balance	\$204,315.84
b)	Interest accrued to 2/21/00	\$ 1,078.53
c)	Interest accruing from 2/21/00 at \$48.9798247 per day (to be added)	\$ _____
d)	Late charges	\$ _____ 0.00
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's commission of amount reasonably incurred by CNB (to be added)	\$ _____
PRELIMINARY TOTAL		\$205,394.37
FINAL TOTAL		\$ _____

14. This is a commercial debt and the Defendants no longer reside in the real estate subject to this action. Therefore they are not entitled to the Act 6 & 91 Notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 13 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 2/28/00


Peter F. Smith
Attorney for Plaintiff

MORTGAGE

THIS MORTGAGE, dated April 29, 1999, is between the mortgagor(s), JAMES R. NERONE AND ROBERTA A. NERONE, d/b/a MIDAS MUFFLER SHOP of 161 Shaffer Road, DuBois, PA 15801 a ~~XXXXXXXXXX~~ organized and existing under the laws of the State of Pennsylvania (corporation/partnership/proprietorship/individual)

(and whether one or more persons, jointly and severally obligated and called "Owner"), and the mortgagee, COUNTY NATIONAL BANK, P.O. Box 42, Clearfield, Pennsylvania 16830-0042 (called "Lender").

As used in this Mortgage, James R. Nerone and Roberta A. Nerone, d/b/a Midas Muffler Shop shall be called "Debtor." If no person is named as Debtor, however, any reference to "Debtor" in this Mortgage shall refer only to Owner. A. **THE PROPERTY:** FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, as security for the prompt payment and performance of all Obligations (as defined below in Paragraph B), Owner grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, all of Owner's right, title and interest in the real property described in Schedule "A" (called the "Property"), which is attached to and made a part of this Mortgage, together with all present and future buildings, improvements, additions and fixtures, and all alleys, passageways, easements, rights (including mineral and water rights), liberties, privileges, hereditaments and appurtenances, and all reversions, remainders, rents, royalties, issues and profits, now or later accruing or pertaining to the Property. The Property is commonly known as

859 Treasure Lake, DuBois, PA 15801

with Uniform Parcel Identifier (i.e., Tax Parcel Number): 128078659 & 128081672

B. **OBLIGATIONS SECURED BY THIS MORTGAGE.** As used in this Mortgage, "Obligations" means any and all of the following:

1. the liabilities and obligations of Debtor and/or Owner to Lender arising out of a ☒ note; ☐ surety agreement; ☐ other (describe) _____; dated April 29, 1999,

in the amount of Two Hundred Twenty Two Thousand One Hundred and 00/100----- Dollars (\$ 222,100.00), (called the "Instrument"), plus interest and costs as provided therein, and/or any modifications or extensions and any other instrument or agreement that may be substituted therefor;

2. all other existing and future liabilities and obligations of Debtor and/or Owner, or any of them, to Lender, whether arising from this or any other transaction, or of the same or different kinds or classes of indebtedness; and

3. full and complete performance by Owner of all warranties and representations, covenants and agreements and other obligations under this Mortgage.

C. **WARRANTIES AND REPRESENTATIONS:** Until the Obligations are paid and performed in full, Owner warrants and represents as follows:

1. **Purchase Money Mortgage:** ☐ If checked, this is a Purchase Money Mortgage and the proceeds of the Instrument will be utilized by Owner primarily to purchase the Property.

2. **Payments:** All payments on or secured by the Instrument will be made when and where due, including payments due by acceleration of maturity or on demand. All Obligations will be paid promptly and performed in full in accordance with their terms.

3. **Title:** Owner has fee simple title to the Property and the right to mortgage the Property. Owner will defend Owner's title against any person claiming any right in the Property prior to or superior to the lien of this Mortgage.

4. **Hazardous Conditions and Substances:** While Owner has been in possession of the Property, there has been no use, manufacture, storage, treatment, disposal or release of any hazardous substance or waste on, under or about the Property, nor is Owner aware of the existence of any such activities occurring on the Property prior to Owner's possession of the Property, which activities have not previously been disclosed in writing to Lender. Neither Owner nor the Property is the subject of pending or threatened litigation or regulatory proceedings regarding any hazardous substances or waste, or other activities conducted on or about the Property, which have not previously been disclosed in writing to Lender. As used in this Mortgage, "hazardous substance or waste" means any substance which does not occur naturally on the Property and which, if released into the environment, could or would pose a real and substantial threat to the public health, safety and welfare.

D. **COVENANTS AND AGREEMENTS:** Until the Obligations are paid and performed in full, Owner covenants and agrees as follows:

1. **Insurance:** Owner will maintain insurance on the Property of such kinds, in such amounts, with such companies and with such mortgagee or loss-payable clauses as are satisfactory to Lender. At Lender's request, Owner will promptly provide evidence of such policies, including paid receipts, to Lender. Owner shall not engage in nor permit any lessee of all or any part of the Property to engage in any activity on the Property which, if resulting in loss or damage to the Property, would not be covered by such insurance. Owner shall notify Lender of any loss or damage to the Property, submit to such insurers a proof or proofs of loss, and apply the proceeds of any such insurance to the repair of the Property or to reduce the outstanding balance of the Obligations, at Lender's election. Lender is hereby authorized, without notice to Owner, to file such proof or proofs of loss on behalf of Owner, if Owner fails or refuses to do so, and to sign Owner's name to any check, draft or other instrument in payment of insurance proceeds.

2. **Taxes:** Owner will pay all taxes, assessments, ground rents and governmental charges when they come due, and all other charges of any kind which are levied on the Property at any time and which, if unpaid, would result in a lien or other security interest in the Property superior to that of Lender's. Owner will deliver to Lender, on request, all receipts evidencing such payments. Neither Debtor nor Owner will claim a credit under the Instrument or this Mortgage for such payments.

3. **Use, Condition and Repair:** Owner will maintain the Property in good repair, order and condition. Owner will not commit nor permit any strip, waste, nuisance, impairment or deterioration of the Property. Lender's representatives may inspect the Property at any reasonable time or times. Owner will not bring nor permit any lessee of all or part of the Property to bring any hazardous substance or waste onto the Property, for storage, processing, distillation, treatment, manufacturing, disposal, release or any other purpose, unless with Lender's prior specific written approval. Owner will comply with all applicable laws, regulations and ordinances, federal, state and local, relating to the use and possession of the Property.

4. **Escrow:** At Lender's written request, Lender will be paid, with each payment of Principal or Interest on the Instrument, an additional sum equal to one-twelfth of the aggregate annual amount which will become due for the payment of all taxes to be levied and assessed on the Property, land, water and sewer rents, and any insurance required to be placed on the Property, as reasonably estimated initially and from time to time by Lender. If the sums held by Lender shall not be sufficient to pay such charges as they fall due, any deficiency shall be paid within 15 days from the date notice is mailed by Lender to Owner. All sums so deposited may be commingled with other funds held by Lender, shall NOT be held in trust for Owner, shall NOT bear interest, and are pledged as additional security for the sums secured by this Mortgage.

5. **Transfers:** Owner will not sell, assign or transfer the Property or any portion thereof, voluntarily or involuntarily, to any other person, nor grant anyone rights in the Property, without Lender's prior written consent. If the Property has been leased in whole or in part, Owner will comply with the provisions of such leases, but Owner will not collect more than one month's rent, exclusive of any security deposit for non-payment of rentals or damage to the Property, in advance.

6. **Judgments:** Owner assigns all judgments or awards for damage to the Property, or otherwise, in their entirety, to Lender, and Lender may apply the same to the Obligations secured by this Mortgage. Lender is authorized by Owner to institute or defend such actions and to appeal from any such judgments. If all or any part of the Property is subject to condemnation by any public authority, any award granted in such proceedings shall be paid to Lender as its interest shall then appear.

7. **Assignments:** Owner will not assign the rents, profits or income from the Property without first obtaining the written consent of Lender.

8. **Suits:** Owner shall not permit any action to enforce any other lien or claim against the Property prior to the lien of this Mortgage to be commenced and not discontinued and withdrawn within 10 days.

9. **Restrictions:** Owner shall comply with all restrictions or governmental regulations affecting the use, title or possession of the Property, and shall not make use of the Property or engage in any activity as a result of which the Property may be forfeited to any person.

E. **EVENTS OF DEFAULT.** Each of the following shall constitute an "Event of Default" under this Mortgage:

1. Debtor and/or Owner fails to make any payment on the Instrument as and when due or on demand;
2. Debtor and/or Owner fails to pay or perform any of the Obligations as and when due; or
3. Any warranty or representation or covenant or agreement contained in this Mortgage, in the Instrument, or in any document or instrument evidencing any of the Obligations, is breached.

F. **REMEDIES.** On the occurrence of any Event of Default, Lender may do any or all of the following:

1. At its sole discretion, cure the Event of Default and add the costs of such cure to the principal sum then due on the Obligations. Lender may charge interest on such payment, from the date of such payment, at a rate equal to the greater of 15% per annum or the rate provided in the Instrument.

2. On providing any timely notice of default and of Owner's right to cure the default as may then be provided by law, and failing appropriate and timely cure by Owner, accelerate and declare immediately due and payable all amounts due under the Instrument and under any or all of the Obligations.

3. Refer this Mortgage to an attorney for collection and/or to foreclose on the Property, or to take such other action at law or in equity for the enforcement of this Mortgage as the law may allow, for the entire unpaid balance thereon, plus Lender's costs in curing any Event of Default, with interest thereon at the greater of 15% per annum or the rate charged on the Instrument, and Exhibit A suit and Lender's reasonable attorneys' fees.

4. Enter into possession of the Property, with or without legal action, and collect all rents, issues, profits and insurance proceeds which Owner hereby assigns to Lender as additional security for the Obligations.

5. At its sole discretion, lease and, at any time and from time to time, on 10 days prior written notice to Owner, which notice Owner acknowledges is commercially reasonable, sell or otherwise dispose of the Property, in whole or in part.

6. After deducting all costs of collection, apply the rents, issues, profits and proceeds of sale of the Property to the payment of taxes, water and sewer rents, insurance premiums and all other charges, and then apply the balance to the Obligations, in such order and amounts as Lender, in Lender's sole discretion, may elect.

G. **WAIVERS.** Owner hereby waives and releases all benefit and relief from any and all appraisalment, stay and exemption laws of any state now in force or hereafter passed, either for the benefit or relief of Owner, or limiting the balance due to a sum not in excess of the amount actually paid by a purchaser of the Property at a sale thereof in any judicial proceedings on this Mortgage, or exempting the Property or any other real property or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or any process.

H. **CONSENT.** Owner hereby consents: to the extension of the time for payment of the Instrument, this Mortgage or any Obligations; to any compromise or settlement with Debtor or any Owner; to any waiver or failure by Lender to enforce any rights against any person or property; or to any other action which might or could release Owner and/or Debtor from liability.

I. **NOTICE.** Any notice required to be given to Lender shall be personally served at Lender's address shown above. Any notice required to be given to Owner may, unless otherwise required by law, be sent by ordinary first class mail addressed to Owner's last known mailing address shown on Lender's books and records. Such notice shall be deemed received as of the next business day after mailing.

J. **RELEASE.** Lender may release any part of the Property without affecting the lien of this Mortgage on the remainder of the Property for the Obligations then remaining unpaid.

BUT ALWAYS PROVIDED, nevertheless, that if this Mortgage and the Obligations it secures are paid and performed in full in the manner provided in the Instrument and in the Obligations, then this Mortgage shall end and become void.

The rights and remedies of Lender provided in this Mortgage, in the Instrument and in the Obligations shall be cumulative and concurrent. They may be pursued singly, successively, or together against Owner and the Property, at the sole discretion of Lender. The failure of Lender to exercise any right or remedy shall not be construed as a waiver or release of that or any other right or remedy. The words "Debtor," "Owner" and "Lender" shall be deemed and construed to include their respective heirs, personal representatives, successors and assigns. If there is more than one Owner, the obligations of each shall be joint and several. This Mortgage shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. The unenforceability or invalidity of any provision of this Mortgage shall not render any other provision unenforceable or invalid.

OWNER HAS DULY EXECUTED THIS MORTGAGE under seal on the date indicated on the front.

Witness: [Signature]

Owner: [Signature] (SEAL)
By: [Signature] (SEAL)
By or Attest: [Signature] (SEAL)
(Assistant) Secretary

(Affix Corporate Seal Here)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Clearfield : SS.

On this, the 29th day of April, 19 99, before me, the subscriber, a notary public of the above State, personally appeared James R. & Roberta A. Nerone d/b/a Midas Muffler Shop, known or satisfactorily proven to me to be the person(s) whose name(s) is (are) subscribed to the above Mortgage, who acknowledged that he/she/they executed the same as his/her/their voluntary act and deed and desired it to be recorded as such, or who acknowledged himself/herself/themselves to be the (Vice) President(s) of the Owner (if a Corporation) or General Partner(s) of the Owner (if a Partnership) and that, being authorized so to do, he/she/they executed the above Mortgage as and for the act and deed of the Corporation or Partnership, as applicable, by signing the name of the Corporation or Partnership by himself/herself/themselves as (Vice) President(s) or General Partner(s) and causing the Corporation seal, if applicable, to be applied thereto, and desired it to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

Notarial Seal
Laura L. Emerick, Notary Public
DuBois: Clearfield County
My Commission Expires April 22, 2000

[Signature]
Notary Public

County National Bank
P.O. Box 42, Clearfield, PA 16830

My commission expires:
I hereby certify that the precise address of the within named Mortgagee, P.O. Box 42, Clearfield, PA 16830
is _____

[Signature]
Officer on behalf of Mortgagee

MORTGAGE

JAMES R. NERONE AND ROBERTA A. NERONE d/b/a MIDAS MUFFLER SHOP

Mortgagor(s)

TO

COUNTY NATIONAL BANK

Mortgagee

Recorder: Please return this Mortgage to:

Hopkins Law Firm

900 Beaver Drive

DuBois, PA 15801

(814) 375-0300

BANCOSUMER FORM PA 183 (9/90)

EXHIBIT "A"

ALL those certain tracts of land designated as Lots No. 9 and 10, Section No. 14, "Haiti", in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All rights and interests of Mortgagee in a Mortgage dated October 29, 1989 which James R. Merone executed in favor of Deposit Bank, and which Mortgage is recorded in the Recorder of Deeds Office of Clearfield County, Pennsylvania at Volume 1310, Page 561.
2. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
3. The Declaration of Restrictions, Treasure Lake of Pennsylvania, Inc., recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
4. All minerals and mining rights of every kind and nature.
5. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which were conveyed to James R. Merone by Deed of Erick N. McKay, et ux, dated March 15, 1989.

NOTICE: To comply with the Act of July 17, 1957 (52 P.S. Supp. Section 1551-1554), notice is hereby given as follows:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND 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.

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

INSTRUMENT NUMBER

199906748

RECORDED ON

APR 30, 1999

9:22:04 AM

RECORDING FEES - \$13.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50

D. Hopkins

JAMES R. & ROBERTA A. NERONE D/B/A MIDAS MUFFLER SHOP 161 SHAFFER ROAD DUBOIS, PA 15801	COUNTY NATIONAL BANK - DUBOIS P.O. BOX 42 CLEARFIELD, PA 16830-0042	<i>Sent Monthly B. King, Stearns</i> 365056-4 Loan Number <u>1644</u> Date <u>APRIL 30, 1999</u> Maturity Date <u>APRIL 30, 2006</u> Loan Amount \$ <u>222,100.00</u> Renewal Of _____
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of TWO HUNDRED TWENTY TWO THOUSAND ONE HUNDRED AND NO/100 * * * * * Dollars \$ 222,100.00

☒ **Single Advance:** I will receive all of this principal sum on APRIL 30, 1999. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____

I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____

☐ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from APRIL 30, 1999 at the rate of 8.750% per year until APRIL 30, 2006

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____
A change in the interest rate will take effect _____

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %
The rate may not change more than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____

ACCUAL METHOD: Interest will be calculated on a ACTUAL/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to 10.750%

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE PAYMENT

☐ **RETURNED CHECK CHARGE:** I agree to pay a fee of \$ _____ for each check, negotiable order of withdrawal or draft I issue in connection with this loan that is returned because it has been dishonored.

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:

☐ **Interest:** I agree to pay accrued interest _____

☐ **Principal:** I agree to pay the principal _____

☒ **Installments:** I agree to pay this note in 84 payments. The first payment will be in the amount of \$ 3,546.46

and will be due MAY 30, 1999. A payment of \$ 3,546.46 will be due _____

ON THE 30TH DAY OF EACH MONTH thereafter. The final payment of the entire

unpaid balance of principal and interest will be due APRIL 30, 2006

PURPOSE: The purpose of this loan is BUSINESS: DEBT CONSOLIDATION AND STORE RENOVATIONS

☒ **WARRANT OF AUTHORITY TO CONFESS JUDGMENT.** Upon default, in addition to all other remedies and rights available to you, by signing below Borrower irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against me at any time without stay of execution. I waive notice, service of process and process. I agree and understand that judgment may be confessed against me for any unpaid principal, accrued interest and accrued charges due on this note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as you elect. I further understand that my property may be seized without prior notice to satisfy the debt owed. I knowingly, intentionally, and voluntarily waive any and all constitutional rights I have to pre-deprivation notice and hearing under federal and state laws and fully understand the consequences of this waiver.

JAMES R. NERONE ROBERTA A. NERONE

ADDITIONAL TERMS: EACH PAYMENT SHALL BE PAID ON THE DATE DUE, OR IF SUCH DATE DOES NOT EXIST FOR THAT MONTH, THEN SUCH PAYMENT SHALL BE DUE ON THE LAST DAY OF THAT MONTH
A 2.00% REFINANCE FEE WILL ONLY APPLY IN THE EVENT THE LOAN IS REFINANCED BY A FINANCIAL INSTITUTION WITHIN 100 MILE RADIUS OF THIS OFFICE AND IS WAIVED FOR SIX MONTH PERIOD PRIOR TO MATURITY.

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the Property), wherever the Property is or may be located, and all proceeds and products from the Property.

☒ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☒ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ **Farm Products:** All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☒ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☒ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ **The secured property includes, but is not limited by, the following:** A MORTGAGE GIVEN BY JAMES R. & ROBERTA A NERONE ON THEIR RESIDENCE AT 859 TREASURE LAKE, DUBOIS, PA ON RESIDENTIAL PROPERTY AT 306 BODKIN ST., PITTSBURGH, PA AND ASSIGNMENT OF \$100,000.00 LIFE INSURANCE POLICY

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the description of the real estate is:

☒ If checked, file this agreement on the real estate records. Record owner (if not me)

The Property will be used for a ☒ personal ☐ business ☐ agricultural ☐ purpose.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent; (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat

those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1. I agree to inform you in writing of any change of my address.

FILING - A carbon, photographic or other reproduction of this security agreement or the financing statement covering the Property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not contain my signature, covering the Property secured by this agreement.

Any person who signs within this box does so to give you a security interest in the Property described on this page. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date

Signed

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS: As used on pages 1 and 2, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Pennsylvania will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the earliest of the following:

- the date of the last scheduled payment indicated on page 1 of this note;
- the date you accelerate payment on the note; or
- after the entry of judgment on this note by confession or otherwise and applies to amounts owed under this note on any such judgment until paid in full.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

ADVANCE PROCEDURE AND MEANS - You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as You and I agree. The advance(s) will occur upon consummation of the loan and as You and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- any deposit account balance I have with you;
- any money owed to me on an item presented to you or in your possession for collection or exchange; and
- any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

SIGNATURES: I AGREE TO THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON PAGES 1 AND 2). I have received a copy on today's date.

JAMES R. & ROBERTA A. NERONE D/B/A MIDAS
MUFFLER SHOP

BY: James R. Nerone
JAMES R. NERONE

BY: Roberta A. Nerone
ROBERTA A. NERONE

SIGNATURE FOR LENDER: Stanley G. Kaizer
STANLEY G. KAIZER

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

- You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
- You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- You may refuse to make advances to me or allow purchases on credit by me.
- You may use any remedy you have under state or federal law.
- You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights (to the extent permitted by law) to require you to do certain things. I will not require you to:

- demand payment of amounts due (presentment);
- obtain official certification of nonpayment (protest); or
- give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION - I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

Lap over margin

011141 City Smith for \$80.00
Beccathy

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PA. 16830

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
UNIFORM COMMERCIAL CODE
P.O. BOX 8721
HARRISBURG, PA 17105-8721

COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD PA 16830

DEBTOR:

NERONE, JAMES R
161 SHAFFER RD
DUBOIS, PA 15801

SECURED PARTY:

/ COUNTY NATIONAL BANK
PO BOX 42
CLEARFIELD, PA 16830

EFFECTIVE DATE: MAY 10, 1999 AT 11:16 AM

FINANCING STATEMENT NUMBER: 30240947

PARTIES

Debtor name (last name first if individual) and mailing address:

James R. Nerone
161 Shaffer Road
DuBois, Pa. 15801

1

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

County National Bank
P.O. Box 42
Clearfield, Pa. 16830

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a

Special Types of Parties (check if applicable):

☐ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) —

a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.

b. ☐ as to which the filing has lapsed.

c. already subject to a security interest in another county in Pennsylvania —

☐ when the collateral was moved to this county.

☐ when the Debtor's residence or place of business was moved to this county.

d. already subject to a security interest in another jurisdiction —

☐ when the collateral was moved to Pennsylvania.

☐ when the Debtor's location was moved to Pennsylvania.

e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

4

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1

IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

☒ Secretary of the Commonwealth.

☐ Prothonotary of _____ County.

☐ real estate records of _____ County.

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

COLLATERAL

Identify collateral by item and/or type:

All equipment, inventory, accounts and general intangibles of the Debtor, whether now or hereafter existing or acquired, as more specifically set forth on Exhibit "A" which is attached hereto and incorporated herein by reference.

☐ (check only if desired) Products of the collateral are also covered.

9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) —

a. ☐ crops growing or to be grown on —

b. ☐ goods which are or are to become fixtures on —

c. ☐ minerals or the like (including oil and gas) as extracted on —

d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Described at: Book _____ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) _____, for _____ County. Uniform Parcel Identifier _____

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1

1a

1b

11

RETURN RECEIPT TO:

County National Bank
P.O. Box 42
Clearfield, Pa. 16830

12

EXHIBIT A

All inventory of Debtor, whether now owned or hereafter acquired and wherever located.

All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment).

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interest (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable.

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds.

PARTIES	
Debtor name (last name first if individual) and mailing address: James R. Merone 161 Staffer Road DuBois, Pa. 15801	1
Debtor name (last name first if individual) and mailing address:	
Debtor name (last name first if individual) and mailing address:	1a
Secured Party(ies) name(s) (last name first if individual) and address for security interest information: County National Bank P.O. Box 42 Clearfield, Pa. 16830	2
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility.	3
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) —	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania — <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction — <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):	
4	

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT — Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
5	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):	
<input type="checkbox"/> Secretary of the Commonwealth.	
<input checked="" type="checkbox"/> Prothonotary of <u>Clearfield</u> County.	
<input type="checkbox"/> real estate records of _____ County.	
6	
Number of Additional Sheets (if any):	
7	
Optional Special Identification (Max. 10 characters):	
8	
COLLATERAL	
Identify collateral by item and/or type: All equipment, inventory, accounts and general intangibles or the Debtor, whether now or hereafter existing or acquired, as more specifically set forth on Exhibit "A" which is attached hereto and incorporated herein by reference.	
<input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
9	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) —	
a. <input type="checkbox"/> crops growing or to be grown on —	
b. <input type="checkbox"/> goods which are or are to become fixtures on —	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on —	
d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —	
the following real estate:	
Street Address:	
Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____	
for _____ County. Uniform Parcel Identifier _____	
<input type="checkbox"/> Described on Additional Sheet.	
Name of record owner (required only if no Debtor has an interest of record):	
10	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
1	
1b	
11	
RETURN RECEIPT TO:	
County National Bank P.O. Box 42 Clearfield, Pa. 16830	
12	

Midas Muffler & Brake Shop
161 Schaffer Rd
DuBois Pa 15801
814/371-2120

List of equipment for DuBois shop

Computer system	7,850
Software	4,500
Cash drawer	70
3-7000 lb. Rotary racks 4,650 each	13,950
1-9000 lb. Rotary rack	5,800
1-12,000 lb. Rotary rack	7,700
Alignment rack	14,713
Alignment machine hunter	8,267
Alignment turn tables	856
Racking	6,200
Hunter wheel balancer	2,938
Pipe bender	11,800
Hose reels - 5 at 217.40 each	1,087
Work carts - 2 at 164.35 each	328
Office chairs customers - 7 at 69.10 each	483
Desk	279
Swivel chair	189
Filing cabinet	119
Oxygen generator	3,300
Oxygen tank	565
2 ton hydraulic jack	425
Lube equipment	853
Oil tanks - 275 gal at 795 each	1,590
Torches - 5 at 189.95 each	950
Air hoses - 5 at 29.00 each	145
Torch hoses - 5 at 39.95 each	199
Air compressor - 5 HP	5,713
Ammco brake lath 4,000 lb.	5,216
Light truck adapt kit	1,390
Brake bleeder (power)	246
Mig welder miller	1,895
Stick welder miller	650
Adding machines - 3 at 79.95 each	239
Aluminum display signs - 4 at 94.00 each	376
Coffee table - office	80
Filing cabinet	80
Radio	40
Circular saw	180
Tool box - hand tools	4,500
Ball joint press	325
Strut compressor	890
Dial indicator rotors	105
Dial indicator drums	120
Brake adapter Ammco machine	1,100
Import adapter	660
Work bench	700
Vise	80

Fire extinguisher
Grinder
Tire changer
Battery changer
8 foot Midas signs

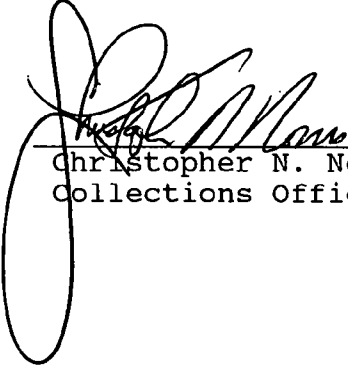
420
140
2,140
289
4,500

127,230

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

CHRISTOPHER N. NORRIS, being duly sworn according to law, deposes and says that he is the Collections Officer for COUNTY NATIONAL BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

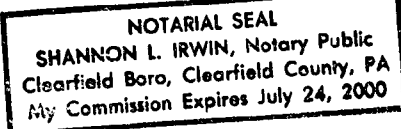


Christopher N. Norris
Collections Officer

SWORN TO AND SUBSCRIBED
before me this 25
day of February, 2000



Notary Public



PETER F. SMITH
ATTORNEY
CLEARFIELD, PA. 16830
814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

2

ATTORNEY FOR

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

COUNTY NATIONAL BANK
Plaintiff

vs.

No. 00-248 -CD

JAMES R. NERONE and
ROBERTA A. NERONE d/b/a
MIDAS MUFFLER SHOP
Defendants

FILED

FEB 28 2000

William A. Shaw
Prothonotary

AFFIDAVIT PURSUANT TO Pa.R.C.P. 2951(a)(2)(ii)

COMES NOW, Christopher N. Norris, Collection Officer of County National Bank, who being duly sworn according to law deposes and says:

1. My full name is Christopher N. Norris. I am an adult and otherwise competent to execute this Affidavit.

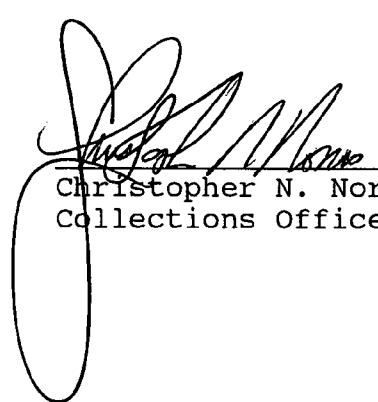
2. I am a Collection Officer for County National Bank with principal office at One South Second Street, Clearfield, Pennsylvania, 16830.

3. In my capacity as Collection Officer I am personally familiar with this action.

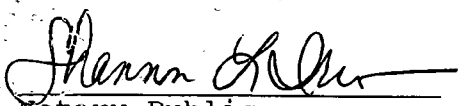
4. The debt at issue in this action is not part of a "consumer credit transaction."

5. Rather, the Defendants incurred this debt for business purposes as is specified on the first page of the Installment Note attached to and incorporated in the Foreclosure Complaint filed in this action.

FURTHER deponent saith not.


Christopher N. Norris
Collections Officer, CNB

SWORN TO AND SUBSCRIBED
before me this 25
day of February, 2000


Notary Public

NOTARIAL SEAL
SHANNON L. IRWIN, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires July 24, 2000

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814 - 765-5595

CERTIFIED TRUE AND COR

ATTORNEY FOR

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

COUNTY NATIONAL BANK
Plaintiff

vs.

JAMES R. NERONE and
ROBERTA A. NERONE d/b/a
MIDAS MUFFLER SHOP
Defendants

:
:
:
:
:
:
:
:

No. 00-248 -CD

CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for the above Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and the last known name and address of the Defendants hereto are:

Plaintiff:

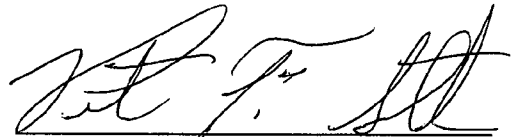
County National Bank
One South Second Street
P.O. Box 42
Clearfield, PA 16830

Defendants:

James A. Nerone
Roberta A. Nerone
306 Bodkin Street
Pittsburgh, PA 15226

Date:

2/28/00



Peter F. Smith
Attorney for Plaintiff

FILED

FEB 28 2000

William A. Shaw
Prothonotary

PETER F. SMITH

ATTORNEY

CLEARFIELD, PA. 16830

814 - 765-5595

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

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

COUNTY NATIONAL BANK
Plaintiff

vs.

No. 00- 248 -CD

54 JAMES R. NERONE and
84 ROBERTA A. NERONE d/b/a
116 MIDAS MUFFLER SHOP
Defendants

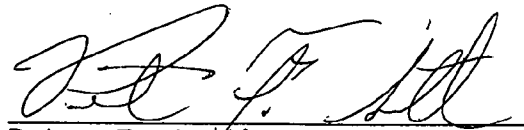
CONFESSION OF JUDGMENT

Pursuant to the authority contained in the warrant of Judgment in the Mortgage and Note sued upon, copies of which are attached to the Complaint in this action, I appear for the Plaintiff and Confess Judgment in favor of Plaintiff and against the Defendants as follows:

a)	Balance	\$204,315.84
b)	Interest accrued to 2/21/00	\$ 1,078.53
c)	Interest accruing from 2/21/00 at \$48.9798247 per day (to be added)	\$
d)	Late charges	\$ 0.00
e)	Costs of suit (to be added)	\$
f)	Attorney's commission of amount reasonably incurred by CNB (to be added)	\$

PRELIMINARY TOTAL	\$205,394.37
FINAL TOTAL	\$

Dated: 2/28/00


Peter F. Smith
Attorney for Plaintiff

FILED

(FEB 28 2000

William A. Shaw
Prothonotary

FILED

FEB 28 2000

O/S47/Atty Smith pd
William A. Shaw

Prothonotary

\$80.00

Not. to Dep. J. Neve

Not to Dep. R. Neve

Statement to P. Smith

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

COUNTY NATIONAL BANK

COPY

Plaintiff

No. 00-248-CD

vs.

Real Debt \$204,315.84

JAMES R. NERONE and ROBERTA A.

Atty's Comm _____

NERONE d/b/a MIDAS MUFFLER SHOP

Defendant

Costs _____

Int. From _____

Entry \$ 80.00

Instrument Complaint Confession
Judgment

Date of Entry February 28, 2000

Expires February 28, 2005

Certified from the record this 28th day of February, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20____, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary
is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

PETER F. SMITH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK

00-248-CD

VS

NERONE, JAMES R. D/B/A MIDAS

COMPLAINT

SHERIFF RETURNS

NOW MARCH 1, 2000, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON JAMES R. NERONE D/B/A MIDAS MUFFLER SHOP AND ROBERT A. NERONE D/B/A MIDAS MUFFLER SHOP, DEFENDANTS.

NOW MARCH 3, 2000 SERVED THE WITHIN COMPLAINT ON JAMES R. NERONE D/B/A MIDAS MUFFLER SHOP, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

NOW MARCH 3, 2000 SERVED THE WITHIN COMPLAINT ON ROBERTA A. NERONE D/B/A MIDAS MUFFLER SHOP, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

FILED

34.43 SHFF. HAWKINS PAID BY: PLFF.
48.00 SHFF. DEFAZO PAID BY: PLFF.
6.00 NOTARY PAID BY: PLFF.
20.00 SURCHARGE PAID BY: PLFF.

MAR 29 2000
01330
William A. Shaw
Prothonotary

SWORN TO BEFORE ME THIS

29th DAY OF March 2000

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marky Harris
CHESTER A. HAWKINS
SHERIFF

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF COUNTY NATIONAL BANK

VS.

DEFT. ROBERTA A. NERONE d/b/a MIDAS MUFFLER SHOP

ADD. DEFT. 306 Bodkin St.

ADD. DEFT. Pittsburgh, Pa. 15226

GARNISHEE

ADDRESS

MUNICIPALITY or CITY WARD

DATE: 19

ATTY'S Phone 765-5595

CASE# 00-248-CD

EXPIRES 3/29/00

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL of SCI FA

☐ INTERROGATORIES

☐ EXECUTION - LEVY OR GARNISHEE

☐ OTHER

ATTY. Peter F. Smith

ADDRESS PO Box 130
Clearfield, Pa. 16830

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ CERT. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORE

Now, 3-1-00 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of ALLEGHENY County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at:

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 3 day of MARCH, 2000 at 1:20 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

☒ Defendant(s) personally served. ROBERTA NERONE

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other

☐ Property Posted

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

☐ Certified Mail ☐ Receipt ☐ Envelope Returned ☐ Neither receipt or envelope returned: writ expired

☐ Regular Mail Why

You are hereby notified that on _____, 19_____, levy was made in the case of _____
Possession/Sale has been set for _____, 19_____ at _____ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____

MAR 15 2000

PETER R. DEFAZIO, Sheriff

Additional Costs Due \$_____. This is placed on writ when returned to Prothonotary. Please check before satisfying case.

Notarial Seal
Sheila R. O'Brien, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 19, 2000

White Copy - Sheriff

Member, Pennsylvania Association of Notaries
Yellow Copy - Attorney

10/2

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

DENNIS SKOSNIK
Chief Deputy

[Handwritten signature]

PLAINTIFF COUNTY NATIONAL BANK

VS.

DEFT. JAMES R. NERONE d/b/a MIDAS MUFFLER SHOP

ADD. DEFT. 306 Bodkin St.

ADD. DEFT. Pittsburgh, Pa. 15226

GARNISHEE _____

ADDRESS _____

MUNICIPALITY or CITY WARD 19

DATE: Feb. 29 19 2000

ATTY'S Phone 765-5595

ATTY. Peter F. Smith

ADDRESS PO Box 130

Clearfield, Pa. 16830

CASE# 00-248-CD

EXPIRES 3/29/00

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL of SCI FA

☐ INTERROGATORIES

☐ EXECUTION - LEVY OR GARNISHEE

☐ OTHER

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ CERT. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORE

Now, 3-1-00 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of

ALLEGHENY

County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 3 day of MARCH, 2000 at 1:20 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

☒ Defendant(s) personally served. JAMES NERONE

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____

☐ Adult in charge of Defendant's residence who refused to give name or relationship. _____

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s). _____

☐ Agent or person in charge of Defendant(s) office or usual place of business. _____

☐ Other _____

☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, 19_____, levy was made in the case of _____
Possession/Sale has been set for _____, 19_____ at _____ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____

MAR 15 2000

PETER R. DEFAZIO, Sheriff

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check satisfying case.

[Notarial Seal]
Notarial Seal
Sheila R. O'Brien, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 19, 2000

By J. Caye Deputy

White Copy - Sheriff

Yellow - Sheriff

Pink Copy - Attorney

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

COUNTY NATIONAL BANK,
Plaintiff

vs.

No. 00-248-CD

54 JAMES R. NERONE and ROBERTA
A. NERONE d/b/a MIDAS
MUFFLER SHOP
Defendants

FILED

JUN 06 2000

PRAECIPE FOR WRIT OF EXECUTION

William A. Shaw
Prothonotary

To: William A. Shaw, Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter directed to the Sheriff of Clearfield County as follows:

1. Index this Writ against:

JAMES R. NERONE and ROBERTA A. NERONE
d/b/a MIDAS MUFFLER SHOP, Defendants

2. Property owned by the Defendants as follows:

THE real estate subject to this action is identified by Clearfield County Tax Map Number 128-C2-14-9-21 located in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

ALL those two certain tracts of land designated as Lot No. 9 and Lot No. 10, Section 14, Haiti, in the Treasure Lake Subdivision of Sandy Township, Clearfield County, PA, recorded in the Records of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM, and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Docket Map Vol. 146, Page 476, all of said restrictions being covenants which run with the land.

3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and

BEING the same premises conveyed to James R. Nerone, an individual, by deed dated March 15, 1989, recorded in Clearfield County Record Volume 1310, Page 557.

3. Amounts Due:

a) Balance	\$204,315.84
b) Interest accrued to 2/21/00	\$ 1,078.53
c) Interest accruing from 2/21/00 at \$48.9798247 per day (to be added)	\$ _____
d) Late Charges	\$ _____
e) Costs of Suit (to be added)	\$ _____
f) Attorney's commission of amounts reasonably incurred by CNB (to be added)	\$ _____

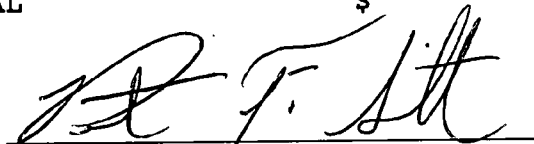
PRELIMINARY TOTAL

\$205,394.37

GRAND TOTAL

\$

Dated: 6-5-00



Peter E. Smith
Attorney for Plaintiff
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED

JUN 06 2000

01050/ath Smith
William A. Shaw
Prothonotary

PA \$20.00

Leads to Sheriff

ERB

COPY

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

COUNTY NATIONAL BANK, :
Plaintiff :
vs. : No. 00-248-CD
JAMES R. NERONE and ROBERTA :
A. NERONE d/b/a MIDAS :
MUFFLER SHOP :
Defendants :

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's
commission against the Defendants above:

1. You are directed to levy upon the real estate owned by
the Defendants as follows and sell their interest therein:

The real estate subject to this action is identified by
Clearfield County Tax Map Number 128-C2-14-9-21 located in the
Treasure Lake Subdivision of Sandy Township, Clearfield County,
Pennsylvania, more particularly bounded and described as follows:

ALL those two certain tracts of land designated as Lot No. 9
and Lot No. 10, Section 14, Haiti, in the Treasure Lake
Subdivision of Sandy Township, Clearfield County, PA, recorded
in the Records of Deeds Office in Misc. Docket Map File No.
25.

EXCEPTING AND RESERVING THEREFROM, and subject to:

1. All easements, rights of way, reservations, restrictions
and limitations shown or contained in prior instruments
of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc.
recorded in Misc. Docket Map Vol. 146, Page 476, all of
said restrictions being covenants which run with the
land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be
made by Grantor or Treasure Lake Property Owners
Association, Inc., which lien shall run with the land and

BEING the same premises conveyed to James R. Nerone, an individual, by deed dated March 15, 1989, recorded in Clearfield County Record Volume 1310, Page 557.

2. Amounts Due:

a) Balance	\$204,315.84
b) Interest accrued to 2/21/00	\$ 1,078.53
c) Interest accruing from 2/21/00 at \$48.9798247 per day (to be added)	\$ _____
d) Late Charges	\$ <u>208.43</u>
e) Costs of Suit (to be added)	\$ _____
f) Attorney's commission of amounts reasonably incurred by CNB (to be added)	\$ _____
PRELIMINARY TOTAL	\$205,394.37
GRAND TOTAL	\$ _____

William A. Shaw, Prothonotary

By: Deputy

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

COUNTY NATIONAL BANK,	:	
Plaintiff	:	
	:	
vs.	:	No. 00-248-CD
	:	
JAMES R. NERONE and ROBERTA	:	
A. NERONE d/b/a MIDAS	:	
MUFFLER SHOP	:	
Defendants	:	

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's
commission against the Defendants above:

1. You are directed to levy upon the real estate owned by
the Defendants as follows and sell their interest therein:

The real estate subject to this action is identified by
Clearfield County Tax Map Number 128-C2-14-9-21 located in the
Treasure Lake Subdivision of Sandy Township, Clearfield County,
Pennsylvania; more particularly bounded and described as follows:

ALL those two certain tracts of land designated as Lot No. 9
and Lot No. 10, Section 14, Haiti, in the Treasure Lake
Subdivision of Sandy Township, Clearfield County, PA, recorded
in the Records of Deeds Office in Misc. Docket Map File No.
25.

EXCEPTING AND RESERVING THEREFROM, and subject to:

1. All easements, rights of way, reservations, restrictions
and limitations shown or contained in prior instruments
of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc.
recorded in Misc. Docket Map Vol. 146, Page 476, all of
said restrictions being covenants which run with the
land.
3. All mineral and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be
made by Grantor or Treasure Lake Property Owners
Association, Inc., which lien shall run with the land and

BEING the same premises conveyed to James R. Nerone, an individual, by deed dated March 15, 1989, recorded in Clearfield County Record Volume 1310, Page 557.

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a)	Balance	\$204,315.84
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c)	Interest accruing from 2/21/00 at \$48.9798247 per day (to be added)	\$ _____
d)	Late Charges	\$ _____
e)	Costs of Suit (to be added)	\$ <u>208.43</u>
f)	Attorney's commission of amounts reasonably incurred by CNB (to be added)	\$ _____
PRELIMINARY TOTAL		\$205,394.37
GRAND TOTAL		\$ _____



William A. Shaw, Prothonotary

By: _____
Deputy

RECEIVED JUN 6 2000
@ 11:10 AM

Wester A. Hawkins
by Margaret H. Pott

00248.00

NOW, June 16, 2000, at 10:50 AM o'clock a levy was taken on the property of the defendants. Property was posted this date.

A sale is set for Friday, August 4, 2000, at 10:00 AM.

NOW, June 16, 2000, Sheriff Peter R. Defazio of Allegheny County was deputized by Chester A. Hawkins, Sheriff of Clearfield County to serve the within Writ of Execution, Notice of Sale and copy of levy James R. Nerone and Roberta A. Nerone d/b/a Midas Muffler Shop, defendant.

NOW, June 20, 2000, served the within Writ of Execution, Notice of Sale and copy of levy on Roberta Nerone, d/b/a Midas Muffler, and wife of James R. Nerone, d/b/a Midas Muffler, defendants, by deputizing the Sheriff of Allegheny County. The return of Sheriff Defazio is hereto attached and made part of this return.

NOW, June 20, 2000, served the within Writ of Execution, Notice of Sale and copy of levy on Roberta Nerone, d/b/a Midas Muffler, defendant, bu deputizing the Sheriff of Allegheny County. The return of Sheriff Defazio is hereto attached and made part of this return.

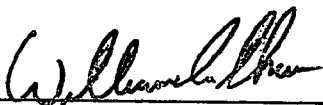
NOW, August 4, 2000, a sale was held on the property of the defendants, property was purchased by the Plaintiff for one (\$1.00) dollas plus costs.

NOW, August 25, 2000, return Writ as a sale being held, with the Plaintiff purchasing the property for one (\$1.00) dollar plus costs, paid costs from advance with the Plaintiff paying remaining costs, filed deed.

SHERIFF HAWKINS \$214.06
SURCHARGE 40.00
PAID BY PLAINTIFF

SO ANSWERS,
Chester A. Hawkins
by Margaret H. Pitt
CHESTER A. HAWKINS,
SHERIFF

SWORN AND SUBSCRIBED BEFORE ME THIS
25th DAY OF AUGUST, 2000.



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

FILED

AUG 25 2000

01:35:52 pm

William A. Shaw
Prothonotary

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF COUNTY NATIONAL BANK

VS.

DEFT. ROBERTA A. NERONE

ADD. DEFT. D/B/A MIDAS MUFFLER SHOP

ADD. DEFT. _____

GARNISHEE _____

ADDRESS 306 Bodkin Street
Pittsburgh, PA 15226

MUNICIPALITY or CITY WARD _____

DATE: _____ 19 _____

ATTY'S Phone 814-765-5595

CASE# 00-248-CD

EXPIRES _____

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☐ NOTICE AND COMPLAINT

☐ REVIVAL of SCI FA

☐ INTERROGATORIES

☐ EXECUTION - LEVY OR GARNISHEE

☒ OTHER WRIT OF EXECUTION,

NOTICE OF SALE, COPY OF LEVY

ADDRESS _____

PETER R. SMITH, ESQ. PO BOX 130
CLEARFIELD, PA 16810

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ CERT. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORE

Now. JUNE 14, 2000

XXX

I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of
CLEARFIELD COUNTY
County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 20 day of June, 2000 at
5:15 o'clock A.M. P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

☒ Defendant(s) personally served. ROBERTA NERONE

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____

☐ Adult in charge of Defendant's residence who refused to give name or relationship. _____

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s). _____

☐ Agent or person in charge of Defendant(s) office or usual place of business. _____

☐ Other _____

☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, 19_____, levy was made in the case of _____

Possession/Sale has been set for _____, 19_____, at _____ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____

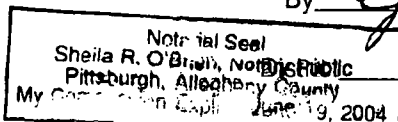
JUL 05 2000

PETER R. DEFAZIO, Sheriff

By _____

Deputy

Additional Costs Due \$_____, This is placed
on writ when returned to Prothonotary. Please check before
satisfying case.



White Copy - Sheriff

Yellow Copy - Attorney
Green Copy - Notary

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF COUNTY NATIONAL BANK

VS.

DEFT JAMES R. NERONE

ADD. DEFT. D/B/A MIDAS MUFFLER SHOP

ADD. DEFT.

GARNISHEE

ADDRESS 306 Bodkin Street

Pittsburgh, PA 15226

MUNICIPALITY or CITY WARD

10TH WARD

DATE: 19

ATTY'S Phone 814-765-5595

CASE# 00-248-CD

EXPIRES 7-3-00

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☐ NOTICE AND COMPLAINT

☐ REVIVAL of SCI FA

☐ INTERROGATORIES

☐ EXECUTION - LEVY OR GARNISHEE

☒ OTHER WRIT OF EXECUTION,

NOTICE OF SALE, COPY OF LEVY

PETER D. SWITH, ESQ.

PO BOX 130

CLEARFIELD, PA 16830

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ CERT. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORE

Now, JUNE 14, 2000

XXX

I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of

ALLEGHENY

CLEARFIELD COUNTY

County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at:

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 20 day of June, 2000 at 5:15 o'clock A.M. (P.M.) Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

☒ Defendant(s) personally served. ROBERTA NEELME

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other

☐ Property Posted

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

☐ Certified Mail ☐ Receipt ☐ Envelope Returned ☐ Neither receipt or envelope returned: writ expired

☐ Regular Mail Why

You are hereby notified that on _____, 19____, levy was made in the case of _____
Possession/Sale has been set for _____, 19____ at _____ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS

Notarial Seal
Sheila R. O'Brien, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 19, 2004
Member, Pennsylvania Association of Notaries

JUN 15 2000

PETER R. DEFAZIO, Sheriff

By

J. Cane

Deputy

District

11

Additional Costs Due \$_____. This is placed
on writ when returned to Prothonotary. Please check before
satisfying case.

White Copy - Sheriff

Yellow - Sheriff

Pink Copy - Attorney

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

WIAE SALE

NOW, AUGUST 7, 2000, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 4th day of AUGUST 2000, I ex-posed the within described real estate of JAMES R. NERONE and ROBERTA A. NERONE d/b/a MIDAS MUFFLER SHOP to public vendue or outcry at which time and place I sold the same to COUNTY NATIONAL BANK he being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
MILEAGE	9.88
POSTING	15.00
CSDS	10.00
COMMISSION	2%
POSTAGE	+ 3.30
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L LEVY	
ADD'L MILEAGE	
BID	1.00
RETURNS/DEPUTIZE	15.00
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 214.06
DEED COSTS:	

REG & REC \$ 15.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2% —

TOTAL DEED COSTS \$ 20.50

DEBT & INTEREST:

AMOUNT DUE \$ 204,315.84
INTEREST ACCRUED TO 2-21-00
1,078.53

TOTAL \$ —

COSTS:

ATTORNEY FEES \$ —

PRO. SATISFACTION —

ADVERTISING \$ 340.20

LATE CHARGE & FEES \$ —

TAXES-Collector \$ 1937.55

TAXES-Tax Claim None Due

LIST OF LIENS \$ 50.00

MORTGAGE SEARCH \$ 5.00

COSTS \$ 208.43

DEED COSTS 20.50

ATTORNEY COMMISSION Fee 2460.00

SHERIFF COST 214.06

LEGAL JOURNAL \$ 85.50

REFUND OF ADVANCE —

REFUND OF SURCHARGE —

TOTAL \$ 5,321.24

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE
UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS
FROM THIS DATE.

CHESTER A. HAWKINS, SHERIFF

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

County National Bank,

Plaintiff,

vs.

James R. Nerone and
Roberta A. Nerone d/b/a
Midas Muffler Shop,

Defendants.

CIVIL DIVISION

CASE NO. 00-248-CD

TYPE OF PLEADING:
Suggestion of Bankruptcy

FILED ON BEHALF OF:
James R. Nerone, Defendant

**COUNSEL OF RECORD FOR
PARTY:**

Donald R. Calaiaro, Esquire
PA I.D. #27538

Francis E. Corbett, Esquire
PA I.D. #37594

J. Craig Brungo, Esquire
PA I.D. #58021

CALAIARO & CORBETT, P.C.
FIRM #871

1105 Grant Building
Pittsburgh, PA 15219
(412) 232-0930

FILED

JUL 18 2001

William A. Shaw
Prothonotary

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

County National Bank,

CIVIL DIVISION

Plaintiff,

CASE NO. 00-248-CD

vs.

James R. Nerone and
Roberta A. Nerone d/b/a
Midas Muffler Shop,

Defendants.

SUGGESTION OF BANKRUPTCY

This is a notice to inform the Court of Common Pleas that James R. Nerone filed a voluntary Chapter 7 bankruptcy in the Western District of Pennsylvania on July 13, 2001, at Case No. 01-27348 MBM. All proceedings against James R. Nerone are stayed under 11 U.S.C. §362.

Respectfully submitted,

DATE: July 16, 2001

BY: 

Donald R. Calaiaro, Esquire

PA ID #27538

Francis E. Corbett, Esquire

PA ID #37594

J. Craig Brungo, Esquire

PA ID #58021

CALAIARO & CORBETT, P.C.

1105 Grant Building

Pittsburgh, PA 15219

(412) 232-0930

CERTIFICATE OF SERVICE

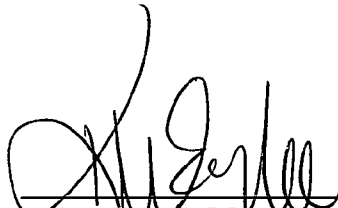
I, Kristy Estock Mosur, do hereby certify that I served a true and correct copy of the
SUGGESTION OF BANKRUPTCY on the following by first class mail, postage prepaid:

Peter F. Smith, Esquire
30 South Second Street
Clearfield, PA 16830

James R. Nerone
306 Bodkin Street
Pittsburgh, PA 15226

Dated: _____

7/16/01



Kristy Estock Mosur
CALAIARO & CORBETT, P.C.
1105 Grant Building
Pittsburgh, PA 15219
(412) 232-0930