

00-316-CD
TELMARK, LLC -vs- RICHARD GALLAHER et ux

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

TELMARK, LLC.,

Plaintiff,

vs.

RICHARD and PHYLLIS GALLAHER,

Defendants.

CIVIL DIVISION

NO: 00-316-CO

Code and Classification:

TITLE OF PLEADING:

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF:

Telmark, LLC, Plaintiff

COUNSEL OF RECORD:

Owen W. Katz, Esquire
Pa. I. D. # 36473
119 First Avenue
Pittsburgh, PA 15222
(412) 281-1015

FILED

MAR 13 2000

William A. Shaw
Prothonotary

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

TELMARK, LLC.,

CIVIL DIVISION

Plaintiff,

NO:

vs.

RICHARD and PHYLLIS GALLAHER,

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 property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641

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

TELMARK, LLC.,

CIVIL DIVISION

Plaintiff,

NO:

vs.

RICHARD and PHYLLIS GALLAHER,

Defendants.

COMPLAINT IN CIVIL ACTION

AND NOW comes TELMARK, LLC. ("Telmark"), by and through the undersigned counsel, and files this Complaint in Civil Action, whereof the following is a statement:

PARTIES

1. Telmark is a limited liability company having a principle place of business at 333 Butternut Drive, DeWitt, New York, 13214.
2. RICHARD and PHYLLIS GALLAHER ("Defendants") are husband and wife with a last known address and place of business at RD 1, Box 123, Iriona, PA 16656.
3. Telmark entered into a Lease with Defendants, identified as Lease No. 22068, dated 5/25/97, for a *Frick Sawmill S/N 12482, Miner Edger S/N FB8165, Detroit Diesel Motor Model 671 S/N 6A178863, 30 Foot Live Deck, Mellott 5A Log Turner with Power Service, Fulgrum Wood Chipper Model 36 S/N F1-F1L-722, 1968 Case W-8B Front End Loader S/N 2208599, and Caterpiller Gen Set Generator Model 185 KVA S/N 47BH3773*. A copy the Lease and related paperwork is attached collectively as Exhibit "A."
5. The equipment subject to the Lease was accepted, and utilized, by Defendants since the dates specified in Exhibit "A."

6. As a result of Defendants failure to make the regular monthly rental payments due under the Lease in December 1999, and in January and February, 2000, the Lease was accelerated in February, 2000. See Notice attached hereto as Exhibit "B."

7. The accelerated balance due under the Lease as of 3/1/00, and the amounts in arrears on that same date, are set forth on a Lease Balance Worksheet which is attached hereto as Exhibit "C," and incorporated herein.

8. As of 3/1/00, the total accelerated amounts due and owing for the Lease were \$38,540.60.

9. The Lease provides for a monthly late charge of 5% of the monthly rental payment, and for collection costs, including attorney's fees.

10. The monthly accrual of late charges, on the Lease, is \$83.60 per month, for March, 2000, and each subsequent month through the date of judgment.

11. Defendant's failure to pay their obligations under the Leases has necessitated the instant legal action. Telmark estimates collection costs and expenses, including attorney's fees, of 10% of the total due as of March 1, 2000, which attorneys fees comes out to \$3,850.

WHEREFORE, Telmark respectfully demands joint and several judgment against Defendants, in the amount of \$38,540.60, together with continuing late charges of \$83.60 per month after February 29, 2000, plus attorney fees of \$3,850, plus the costs of this proceeding, along with such other relief as should be deemed fair, just and equitable.

Respectfully Submitted,

TELMARK, LLC.

Date: 3/9/00

By: 
Owen W. Katz, Esq.
Pa. I. D. # 36473
119 First Avenue
Pittsburgh, PA 15222
(412) 281-1015

VERIFICATION

I, Mark Bokuniew, state that I am Mark Bokuniew with/of Telmark, LLC., that I am authorized by Telmark to make this Verification, and that the facts set forth in the foregoing Complaint in Replevin are true and correct upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. §4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 3/6/00

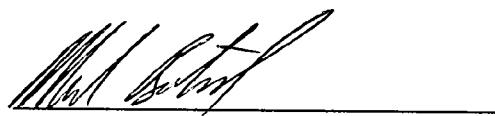


EXHIBIT "A"

LEASE PURCHASE AGREEMENT
(EQUIPMENT LEASE)

TELMARK INC.®

P.O. Box 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No. 22068

LESSEE	RICHARD & PHYLLIS GALLAHER	ITEM LOCATION:
ADDRESS	RD 1 BOX 123	
CITY	IRVONA STATE PA ZIP 16656	
COUNTY	CLEARFIELD	
INDIVIDUAL		
NAME OF PERSON TO CONTACT		
SUPPLIER	RICHARD & PHYLLIS GALLAHER	
ADDRESS	RD 1 BOX 123	
CITY	IRVONA STATE PA ZIP 16656	
EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION		ITEM COST: \$65,000.00

FRICK SAWMILL S/N 12482
 MINER EDGER S/N FB8165
 DETRIOT DIESEL MOTOR MODEL 671 S/N 6A178863
 30 FOOT LIVE DECK
 MELLOTT 5A LOG TURNER WITH POWER SERVICE
 FULGRUM WOOD CHIPPER MODEL 36 S/N F1-F1L-722
 1968 CASE W-8B FRONT END LOADER S/N 2208599
 CATERPILLER GEN SET GENERATOR MODEL 185 KVA S/N 47BH3773

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER:			
\$1,767.00	X		48	47	\$1,750.00

PAYMENT SCHEDULE

THIS LEASE REPLACES LEASE AGREEMENT DATED JANUARY 23, 1997

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OF PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

NOTICE TO LESSEE: IMPORTANT: READ THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING.

LESSEE AGREES TO THE LEASE TERMS AND CONDITIONS CONTINUED ON THE REVERSE SIDE ALONG WITH ALL EXHIBITS BY SIGNING BELOW THAT THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO SUPPLIER, AGENT, OR LESSEE MAY WAIVE OR MODIFY ANY TERM OF THIS LEASE AGREEMENT EXCEPT IN WRITING BY AN AUTHORIZED OFFICER AND AGREED TO BY THE LESSOR.

IN WITNESS WHEREOF LESSEE HAS HEREBY EXECUTED THIS NON CANCELABLE LEASE THIS 22 DAY OF May 1997

IN THE EVENT THAT THIS LEASE IS EXECUTED BY A CORPORATE OFFICER, THAT CORPORATE OFFICER HEREBY CERTIFIES THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION.

SIGNED BY R. W. Gallaher

SIGNED BY Richard W. Gallaher

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

SIGNED BY

SIGNED BY

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

TITLE

(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

ACCEPTED: TELMARK INC., LESSOR

BY

TITLE

DATE

LEASE PURCHASE AGREEMENT

(EQUIPMENT LEASE)

TELMARK INC.®

P.O. Box 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No.: 22068

LESSEE	RICHARD & PHYLLIS GALLAHER	ITEM LOCATION:
ADDRESS	RD 1 BOX 123	
CITY	IRVONA STATE PA ZIP 16656	
COUNTY	CLEARFIELD	
	INDIVIDUAL	
NAME OF PERSON TO CONTACT		
SUPPLIER	RICHARD & PHYLLIS GALLAHER	SUPPLIER SALESPERSON:
ADDRESS	RD 1 BOX 123	<i>Jeff Crottsley</i> 2310 Brumbaugh Ave Huntingdon, PA 16652
CITY	IRVONA STATE PA ZIP 16656	
EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION		ITEM COST: \$65,000.00

FRICK SAWMILL S/N 12482
 MINER EDGER S/N FB8165
 DETRIOT DIESEL MOTOR MODEL 671 S/N 6A178863
 30 FOOT LIVE DECK
 MELLOTT 5A LOG TURNER WITH POWER SERVICE
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RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER:			
\$1,767.00	X		48	47	\$1,750.00

PAYMENT SCHEDULE

THIS LEASE REPLACES LEASE AGREEMENT DATED JANUARY 23, 1997

10/1
 EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OF PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

ACCEPTANCE NOTICE

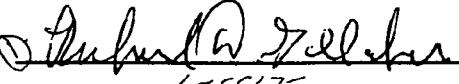
ACCEPTANCE DATE 5-25-97

All the items referred to above were received by us and were and are in good order and condition and acceptable to us. We approve full payment by you to the supplier(s). We understand that you make no express or implied warranties of any kind with respect to the leased items as more fully set forth in paragraph 4 of the lease.

No supplier or agent thereof is authorized to waive or modify any term of this lease agreement.

If the date is omitted the lessee authorizes the lessor to complete this acceptance by dating it on the lessee's behalf when authorized by telephone or in person to do so.

VENDOR: This acceptance must be signed by Lessee and returned to us before your invoice can be paid.

SIGNED BY	 <u>Richard & Gallaher</u>
TITLE	LESSEE (INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)
SIGNED BY	
TITLE	(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)
SIGNED BY	
TITLE	(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)
SIGNED BY	
TITLE	(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

LEASE PURCHASE AGREEMENT
(EQUIPMENT LEASE)

TELMARK INC.®

P.O. Box 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No.: 22068

LESSEE	RICHARD & PHYLLIS GALLAHER	ITEM LOCATION:
ADDRESS	RD 1 BOX 123	
CITY	IRVONA STATE PA ZIP 16656	
COUNTY	CLEARFIELD	
	INDIVIDUAL	
NAME OF PERSON TO CONTACT		
SUPPLIER	RICHARD & PHYLLIS GALLAHER	SUPPLIER SALESPERSON:
ADDRESS	RD 1 BOX 123	
CITY	IRVONA STATE PA ZIP 16656	

EQUIPMENT DESCRIPTION: QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION	ITEM COST: \$65,000.00
--	------------------------

FRICK SAWMILL
MINER EDGER
DETROIT DIESEL MOTOR MODEL 671

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		INITIAL TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER:			
\$1,767.00	X		48	47	\$1,750.00

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ACCEPTANCE NOTICE

ACCEPTANCE DATE _____

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If the date is omitted the lessee authorizes the lessor to complete this acceptance by dating it on the lessee's behalf when authorized by telephone or in person to do so.

VENDOR: This acceptance must be signed by Lessee and returned to us before your invoice can be paid.

SIGNED BY	<u>(x) Richard Gallaher</u>
TITLE	<u>LESSEE</u>
(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)	
SIGNED BY	<u>(x) Phyllis J. Gallaher</u>
TITLE	<u>LESSEE</u>
(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)	
SIGNED BY	_____
TITLE	(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)
SIGNED BY	_____
TITLE	(INDICATE CORPORATE OFFICE/GENERAL PARTNER/PARTNER/LESSEE/MANAGER)

KU KU CASE AGREEMENT (Equipment)
TERMS AND CONDITIONS OF LEASE

LEASE, TERM, AND PURCHASE AGREEMENT. LESSOR LEAVES TO LESSEE THE EQUIPMENT SET FORTH ON THE ABOVE SCHEDULE. THE EFFECTIVE DATE OF THE LEASE SHALL BE THE DATE THE ACCEPTANCE NOTICE IS EXECUTED AND THE LEASE SHALL COMMENCE ON THAT DATE. IF THE DATE IS OMITTED THE LESSEE AUTHORIZES THE LESSOR TO COMPLETE THIS ACCEPTANCE BY DATING IT ON THE LESSEE'S BEHALF WHEN AUTHORIZED BY TELEPHONE OR IN PERSON TO DO SO. THE LEASE SHALL TERMINATE UPON THE EXPIRATION OF THE NUMBER OF MONTHS SET FORTH ABOVE. IF THERE HAS BEEN NO EVENT OF DEFAULT, OR UNLESS THE TERM HAS BEEN EXTENDED BY THE PARTIES, BECAUSE OF A NON-PAYMENT OF A LEASE PAYMENT OR OTHER AGREEMENT AND THEREAFTER AND UPON THE TERMINATION, THE LESSEE SHALL PURCHASE THE EQUIPMENT FOR THE SUM OF ONE AND NO/100 DOLLARS (\$1.00). FOR THE PURPOSE OF TERMINATION, THIS LEASE AGREEMENT CAN BE TERMINATED FOR THE VALUE COMPUTED BASED ON THE SUM OF ANY OUTSTANDING PAYMENTS DUE AND UNPAID, OTHER UNPAID CHARGES PLUS THE PRESENT VALUE OF THE REMAINING PAYMENTS AND THE "END OF LEASE PURCHASE PRICE" DISCOUNTED ON A MONTHLY BASIS AT THE NOMINAL RATE OF EIGHT (8) PERCENT PER ANNUM.

2. RENTALS. LESSEE hereby agrees to pay LESSOR the amount(s) specified above as monthly, or other periodic lease payments, multiplied by the number of months and/or periods set forth above. In the event the LESSEE does not pay the lease payments within ten (10) days after the due date, the LESSEE further agrees to pay a late charge not exceeding five percent (5%) of the lease payment or ten dollars (\$10.00) whichever sum is greater.

3. ASSIGNMENTS. LESSOR shall have the right to assign this LEASE and LESSEE may assign its rights hereunder upon LESSOR'S written permission, but all the provisions thereof shall bind any permitted successor and/or assignee of the LESSEE.

4. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO LESSEE.

5. SECURITY DEPOSIT. Any security deposit made by LESSEE shall be held by LESSOR for the term of this lease agreement with no interest paid by LESSOR to LESSEE. At the LESSOR'S discretion, any security deposit made by the LESSEE may be applied to the payment of late charges, LEASE payments, attorney's fees and any other expenses related to this LEASE or returned to the LESSEE at the termination of this LEASE.

6. EQUIPMENT AND LIABILITY. LESSOR, at the request of LESSEE, has ordered the equipment from the supplier selected by LESSEE. LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any equipment or the failure of supplier to deliver the same, for any other incidental and/or consequential damage sustained by the LESSEE. LESSOR has made no recommendation or representations as to the suitability of the leased equipment. LESSEE shall comply with all environmental laws, rules and regulations.

7. REPAIRS AND INSURANCE. LESSEE at own expense shall keep the equipment in good repair and shall pay all taxes imposed upon the ownership of the equipment and shall keep the equipment insured against all risks as requested by the LESSOR and the insurance shall provide for loss if any payable to the LESSOR for the value of its interest in the equipment.

8. TAXES. All taxes, fees and similar charges imposed on the ownership, possession or use of the EQUIPMENT during the term of this LEASE shall be paid by LESSEE. In case of failure of LESSEE to pay said taxes, fees and similar charges, LESSOR may pay such taxes, fees and similar charges in which event the cost shall be reimbursed by the LESSEE accordingly.

9. TITLE. All the equipment shall remain personal property and the title shall remain in the name of the LESSOR until purchased by the LESSEE. LESSEE agrees to immediately notify LESSOR of any lien or judicial process involving the EQUIPMENT.

10. FINANCIAL INFORMATION. LESSOR may require LESSEE to furnish financial statements plus current interim statements within 90 days after the close of the LESSEE'S fiscal year.

11. NON-WAIVER. LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance with the terms of this LEASE.

12. DEFAULT. If LESSEE fails to pay any rent within ten (10) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any provision of this LEASE, or if LESSEE ceases doing business as a going concern, or the commencement by the LESSEE of a voluntary case under the Federal Bankruptcy Laws, or the making by it of any assignment for the benefit of creditors, or the failure of the LESSEE generally to pay its debts as such debts become due, or if LESSEE without LESSOR'S prior consent, attempts to remove or sell or transfer or encumber or sublet or part with the possession of said EQUIPMENT, LESSOR or its agents shall have the right to exercise any one or more of the following remedies:

- (A) To declare the entire amount due and payable without notice to LESSEE and to sue for and recover from LESSEE this amount.
- (B) To take possession of any or all items and EQUIPMENT without notice and without any court order.

Should any proceedings be instituted by LESSOR to recover any monies due and/or to become due hereunder and/or for the possession of the EQUIPMENT, LESSEE shall pay a reasonable sum as attorney's fees, collection agency fees, court costs and repossession expenses.

13. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of EQUIPMENT.

14. APPLICABLE LAW. The parties agree that this LEASE shall be interpreted pursuant to the laws of the State of New York.

15. LIABILITY. LESSEE shall indemnify and save LESSOR harmless from any and all claims or proceedings and/or liabilities including LESSOR'S attorneys fees arising in connection with the leased equipment, including and without limitation, the LESSEE'S selection, possession, use, operation, maintenance including the failure of the LESSEE to maintain the equipment in a good state of repair.

16. FINANCING STATEMENT. The LESSEE hereby authorizes the LESSOR to file all necessary financing statements.

17. COMMERCIAL USE. LESSEE hereby certifies that the EQUIPMENT described is for COMMERCIAL or BUSINESS purposes and not for Personal, Family or Household purposes.

18. ENTIRE AGREEMENT, WAIVER, SEVERABILITY. This instrument together with all exhibits constitutes the entire agreement between the parties. No waiver by LESSOR of any provision of this Agreement shall constitute a waiver of any other matter as the LESSOR'S rights hereunder are cumulative and not alternative, and if any provision of this Agreement is deemed invalid the remaining provisions shall remain in effect and this lease shall remain binding upon the LESSEE, its successor and assigns. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term of this Lease Agreement.

mark

AMENDMENT OF LEASE AGREEMENT

LESSOR: TELMARK LLC (formerly Telmark Inc.)
PO BOX 4943, SYRACUSE, NEW YORK 13221

LESSEE: RICHARD & PHYLLIS GALLAHER
ADDRESS: PO BOX 241, IRVONA, PA 16656

LEASE #: 03-555-41438-00-22068

LEASE DATE: 05/25/97 *rick saw mill* *R.D.*
DESCRP: 1978 FORD LOG TRUCK

IN CONSIDERATION OF A PROCESSING FEE OF \$50.00
LESSOR AND LESSEE HEREBY AGREE TO THE REVISED PAYMENT SCHEDULE BELOW:

** ** ** ** ** ** ** ** ** ** **
ALL OTHER TERMS AND CONDITIONS OF THIS LEASE AGREEMENT REMAIN IN
FULL FORCE AND EFFECT
** ** ** ** ** ** ** ** ** **

IN THE EVENT THAT THIS AMENDMENT IS EXECUTED BY A CORPORATE OFFICER, MANAGING
PARTNER OF AN LLP OR MANAGER OF AN LLC, THAT PERSON HEREBY CERTIFIES THAT HE/SH
IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CORPORATION AND/OR BY MEMBERS OF THE LLP OR LLC.

LESSEE: RICHARD & PHYLLIS GALLAHER

SIGNED BY: *Richard D. Gallaher*

SIGNED BY: *Phyllis J. Gallaher*

AMENDED SCHEDULE

1	Jul-99	1672.00	16	Oct-00	1672.00	31	Jan-02	0.00	46	Apr-03	0.00
2	Aug-99	1672.00	17	Nov-00	1672.00	32	Feb-02	0.00	47	May-03	0.00
3	Sep-99	1672.00	18	Dec-00	1672.00	33	Mar-02	0.00	48	Jun-03	0.00
4	Oct-99	1672.00	19	Jan-01	1672.00	34	Apr-02	0.00	49	Jul-03	0.00
5	Nov-99	1672.00	20	Feb-01	1672.00	35	May-02	0.00	50	Aug-03	0.00
6	Dec-99	1672.00	21	Mar-01	1672.00	36	Jun-02	0.00	51	Sep-03	0.00
7	Jan-00	1672.00	22	Apr-01	1672.00	37	Jul-02	0.00	52	Oct-03	0.00
8	Feb-00	1672.00	23	May-01	1672.00	38	Aug-02	0.00	53	Nov-03	0.00
9	Mar-00	1672.00	24	Jun-01	1672.00	39	Sep-02	0.00	54	Dec-03	0.00
10	Apr-00	1672.00	25	Jul-01	1672.00	40	Oct-02	0.00	55	Jan-04	0.00
11	May-00	1672.00	26	Aug-01	1672.00	41	Nov-02	0.00	56	Feb-04	0.00
12	Jun-00	1672.00	27	Sep-01	1672.00	42	Dec-02	0.00	57	Mar-04	0.00
13	Jul-00	1672.00	28	Oct-01	1672.00	43	Jan-03	0.00	58	Apr-04	0.00
14	Aug-00	1672.00	29	Nov-01	1.00	44	Feb-03	0.00	59	May-04	0.00
15	Sep-00	1672.00	30	Dec-01	0.00	45	Mar-03	0.00	60	Jun-04	0.00

THIS AMENDMENT MUST REACH OUR OFFICE BY: 07/22/99

BELOW IS FOR OFFICE USE ONLY

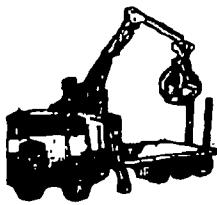
ACCEPTED BY: *[Signature]* ON *9/13/99*

Jan. 24 '97 9:47

HAMILTON BROS CO

FROM 814-672-5294

P. 1



Richard Gallaher
Logging & Timber Transfer
 R.D. 1, Box 241
 Iriona, Pennsylvania 16656
 (814) 672-5230

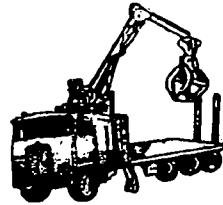
Date Jan 23, 1997

For TEL MARK, INC

No. of Loads	Description	Price	Amount
<i>Bill of Sale</i>			
30	Richard Gallaher sold		
	TEL MARK, INC,		
1	FRICK SAWMILL SERIAL # 12482		
1	MINER EDGER SERIAL # FB 8165		
1	GM DETROIT DIESEL POWER PLANT SERIAL # 6A 178863		
for the amount of \$40000.00			
<u>Richard Gallaher</u> <u>Iriona Pa 16656</u>			

No. 0716 Received by _____

22068



Richard Gallaher
Logging & Timber Transfer
R.D.1, Box 241
Irvington, Pennsylvania 16656
(814) 672-5230

Date 5-23-97

For TEL MARK

Nº 716 Received by

Weston Press, Conshohocken, PA (813) 872-3225

EXHIBIT “B”

Telmark LLC

February 16, 2000

Richard Gallaher
Phyllis Gallaher
P.O. Box 241
Irvona, PA 16656

Re: Lease No. 03-555-41438-00-22068
Past Due: December 28, 1999 and January 28, 2000
Total Past Due: **\$3,427.60** as follows: \$3,344.00 Rental + \$83.60 Late Charges

Dear Mr. and Mrs. Gallaher:

Please consider this letter to be Telmark's formal demand for payment of **\$3,427.60** to be received in our office on or before **February 26, 2000**.

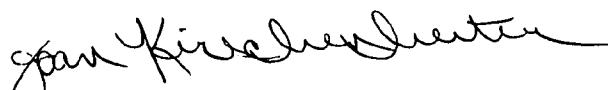
If this amount is not received, Telmark LLC (formerly Telmark Inc.) hereby exercises its right to declare the entire balance of the remaining rental payments of \$38,456.00, immediately due and payable, plus applicable sales tax, residual value, and any other charges including legal fees. Please refer to the default section of the lease agreement that you acquired on May 25, 1997.

If applicable, the remaining rental payments will be discounted as outlined in the Default section of the above referenced lease agreement. Discount will be entered upon entry of a final judgment, order or decree of the court.

If payment is not received by February 26, 2000, Please take notice that Telmark intends to have the leased equipment picked up.

PLEASE TAKE FURTHER NOTICE that Telmark may sell, lease, or otherwise dispose of said personal property pursuant to the terms and conditions of the lease agreement and will hold you personally responsible for any deficiency that may arise from this action. If you have any questions regarding the above, please contact me.

Sincerely,



Joan Kirschenheiter

Joan Kirschenheiter
Collection Specialist
1-800-806-3294 ext. 7869

*P.O. Box 4943, Syracuse, NY 13221-4943
Phone (800) 806-3294*

EXHIBIT “C”

Lease Balance Worksheet				
Date		3/1/2000		
Lessee		Richard & Phyllis Gallaher		
Lease #		22068		
Equipment		Frick Sawmill		
Remaining Rental Payments	\$ 38,456.00			
Late Charges	\$ 83.60			
Est. Residual Amount	\$ 1.00			

Accelerated Amount	\$ 38,540.60	***	Past due amounts are included in this figure.	
Past Due Rental Amount	\$ 5,016.00			
Late Charges	\$ 83.60			

Total past due as of 3/1/00	\$ 5,099.60			
Next due 3/28/00				

FILED

1000 MAR 13 2000
01/3/00 cc Sherry D
William A. Shaw
Prothonotary City Katz pd
\$80.00

OWEN W. KATZ

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC
VS
GALLAHER, RICHARD

00-316-CD

COMPLAINT

SHERIFF RETURNS

NOW MARCH 20, 2000 AT 12:09 PM EST SERVED THE WITHIN
COMPLAINT ON RICHARD GALLAHER, DEFENDANT AT RESIDENCE RD 1
BOX 123, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING
TO RICHARD GALLAHER A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW MARCH 20, 2000 AT 12:16 PM EST SERVED THE WITHIN
COMPLAINT ON PHYLLIS GALLAHER, DEFENDANT AT RESIDENCE SR.
3022, BERWINDALE RD, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO PHYLLIS GALLAHER A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS
THEREOF.

SERVED BY: NEVLING

75.00 SHFF. HAWKINS PAID BY: ATTY
20.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

29th DAY OF March 2000
William A. Shaw

SO ANSWERS,

Chester A. Hawkins
by Marilynn Hays
CHESTER A. HAWKINS
SHERIFF

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

FILED

MAR 29 2000
013.341
William A. Shaw
Prothonotary *EKG*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TELMARK, LLC.,

Plaintiff,

vs.

RICHARD and PHYLLIS GALLAHER,

Defendants.

CIVIL DIVISION

NO: 00 - 316 CD

Code and Classification:

TITLE OF PLEADING:

PLAINTIFF'S PRAECIPE FOR DEFAULT
JUDGMENT PURSUANT TO Pa.R.C.P.
1037(b)

FILED ON BEHALF OF:

Telmark, LLC, Plaintiff

COUNSEL OF RECORD:

Owen W. Katz, Esquire
Pa. I. D. # 36473
119 First Avenue
Pittsburgh, PA 15222
(412) 281-1015

FILED

APR 24 2000

William A. Shaw
Prothonotary

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

TELMARK, LLC.,

CIVIL DIVISION

Plaintiff,

NO: 00 - 316 CD

vs.

RICHARD and PHYLLIS GALLAHER,

Defendants.

PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT
PURSUANT TO Pa.R.C.P. 1037(b)

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff TELMARK, LLC., and against Defendants, RICHARD and PHYLLIS GALLAHER, for failure to file an Answer or otherwise respond in the above captioned action at the number and term within (20) days from the date of service of the Complaint, and assess Plaintiff's damages against said Defendants as follows:

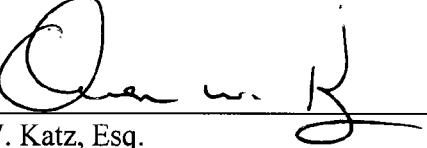
Principal	\$38,540.60
Late Charges	\$ 167.20
Legal Fees as requested in complaint	<u>\$ 3,850.00</u>
 TOTAL	 \$42,557.80
 PLUS COSTS	

I certify that a written notice of intention to file this praecipe was mailed to Defendant after the default occurred and at least ten (10) days before the date of filing this praecipe. A copy of the notice is attached. I further certify that the defendant is not in active military service. The undersigned verifies that statements of fact in this praecipe are true and correct and are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsifications to authorities.

Respectfully Submitted:

TELMARK, LLC.

Date: 9/24/00

By: 
Owen W. Katz, Esq.
Pa. I. D. # 36473
119 First Avenue
Pittsburgh, PA 15222
(412) 281-1015

IN THE COURT OF COMMON PLEAS OF GREENE COUNTY, PENNSYLVANIA

TELMARK, LLC.,
Plaintiff,

vs.

RICHARD and PHYLLIS GALLAHER,
Defendants.

CIVIL DIVISION

NO: 00-316-CD

IMPORTANT NOTICE

TO: Phyllis Gallaher
RD 1, Box 123
Iriona, PA 16656

Richard Gallaher
RD 1, Box 123
Iriona, PA 16656

Date of Notice: April 10, 2000

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

Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641

TELMARK, LLC

By: 
Owen W. Katz, Esq.
Pa. I. D. # 36473
119 First Avenue
Pittsburgh, PA 15222
(412) 281-1015

FILED

APR 24 2000

M/3:151war

William A. Shaw

Prothonotary

pp

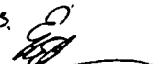
1 cent to Atty

20--

BY Atty

20--

NOTICE TO DEFNS



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC.,
Plaintiff,

VS.

RICHARD and PHYLLIS GALLAHER,
Defendants.

CIVIL DIVISION

NO: 00-316-CD

NOTICE OF JUDGMENT

TO: Phyllis Gallaher
RD 1, Box 123
Irving, PA 16656

Richard Gallaher
RD 1, Box 123
Irvington, PA 16656

You are hereby notified that the following Order, Decree or Judgment has been entered against you on April 24, 2003:

PROTHONOTARY

By: _____
Deputy

If you should have any questions regarding the above, please contact:

Owen W. Katz, Esq.
Counsel for Plaintiff
119 First Avenue
Pittsburgh, PA 15222
(412) 281-1015

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC.,
Plaintiff,

vs.
RICHARD and PHYLLIS GALLAHER,
Defendants.

CIVIL DIVISION

NO: 00-316-CD

NOTICE OF JUDGMENT

TO: Phyllis Gallaher
RD 1, Box 123
Irvington, PA 16656

Richard Gallaher
RD 1, Box 123
Irving, PA 16656

You are hereby notified that the following Order, Decree or Judgment has been entered against you on 10/01/2000:

() Decree Nisi in Equity.
() Final Decree in Equity.
(X) Judgment of Confession Verdict
 Default Non-Suit
 Non-Pros Arbitration Award

(X) Judgment in the amount of \$42,557.80, PLUS COSTS.

() District Justice Transcript of Judgment in (Assumpsit/Trespass) in the amount of
\$ _____, PLUS COSTS.

() If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended
by the Pennsylvania Department of Transportation.

FROTHONOTARY

By: _____
_____Deputy

If you should have any questions regarding the above, please contact:

Owen W. Katz, Esq.
Counsel for Plaintiff
119 First Avenue
Pittsburgh, PA 15222
(412) 281-1015

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

TELMARK, LLC

Plaintiff

No. 00-316-CD

vs.

Real Debt \$42,557.80

RICHARD AND PHYLLIS GALLAHER

Atty's Comm

Defendant(s)

Costs

Int. From

Entry \$ 20.00

Instrument Default Judgment

Date of Entry April 24,

Certified from the record this 24th day of April, 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

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

TELMARK, LLC.,

CIVIL DIVISION

Plaintiff,

NO: 00 - 316 CD

vs.

~~8-24~~ (71) RICHARD and PHYLLIS GALLAHER,

Defendants.

TITLE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

FILED ON BEHALF OF:

Telmark, LLC, Plaintiff

COUNSEL OF RECORD:

Owen W. Katz, Esquire
Pa. I. D. # 36473
938 Penn Avenue, 8th Floor
Pittsburgh, PA 15222
(412) 281-1015

FILED

JUN 08 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TELMARK, LLC.,

CIVIL DIVISION

Plaintiff,

NO: 00 - 316 - CD

vs.

RICHARD and PHYLLIS GALLAHER,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION

TO: Prothonotary

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendants RICHARD and PHYLLIS GALLAHER, as follows:

Principal	\$42,557.80
-----------	-------------

Interest (for 4/24/00 to 5/31/01 at 6% (\$7.00/day))	<u>\$ 2,814.00</u>
---	--------------------

Total	<u>\$ 45,371.80</u>
-------	---------------------

PLUS INTEREST AND COSTS

Respectfully submitted,

Date: 6/4/01

TELMARK, LLC

By: Owen W. Katz, Esq.

Pa. I. D. # 36473

938 Penn Avenue, 8th Floor

Pittsburgh, PA 15222

(412) 281-1015

FILED

JUN 08 2001
MAGIS ATTY KATZ PD
William A. Shaw \$20.00
Prothonotary

6/14/01
Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
WRIT OF EXECUTION

TELMARK, LLC.,
Plaintiff,
vs.

CIVIL DIVISION
NO: 00 - 316 - CD

COPY

RICHARD and PHYLLIS GALLAHER
Defendants.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CLEARFIELD)

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

Frick Sawmill S/N 12482; Miner Edger S/N FB8165; Detroit Diesel Motor Model 671 S/N 6A178863; 30 Foot Live Deck, Mellott 5A Log Turner with Power Service; Fulgrum Wood Chipper Model 36 S/N F1-F1L-722; 1968 Case W-8B Front End Loader S/N 2208599; and Caterpiller Gen Set Generator Model 185 KVA S/N 47BH3773

Principal \$42,557.80

Interest (for 4/24/00 to 5/31/01
at 6% (\$7.00/day)) \$ 2,814.00

Total \$ 45,371.80

PLUS INTEREST AND COSTS

as endorsed.

Costs: \$ 215.00

Date: June 8, 01
(SEAL)

Prothonotary, Common Pleas Court of Clearfield
County, Penna.

By:

Deputy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 00 - 316 - CD

TELMARK, LLC,

Plaintiff,

vs.

RICHARD AND PHYLLIS GALLAHER,

Defendants.

WRIT OF EXECUTION

Costs

Pro. Pd.

Judg. Fee

Cr.

Sat.

Owen W. Katz, Esq.
Pa. I.D. #36473
938 Penn Avenue, 8th Floor
Pittsburgh, PA 15222
(412) 281-1015

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
WRIT OF EXECUTION

TELMARK, LLC.,
Plaintiff,
vs.

CIVIL DIVISION
NO: 00 - 316 - CD

RICHARD and PHYLLIS GALLAHER
Defendants.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CLEARFIELD)

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

Frick Sawmill S/N 12482; Miner Edger S/N FB8165; Detroit Diesel Motor Model 671 S/N 6A178863; 30 Foot Live Deck, Mellott 5A Log Turner with Power Service; Fulgrum Wood Chipper Model 36 S/N F1-F1L-722; 1968 Case W-8B Front End Loader S/N 2208599; and Caterpillar Gen Set Generator Model 185 KVA S/N 47BH3773

Principal \$42,557.80

Interest (for 4/24/00 to 5/31/01
at 6% (\$7.00/day)) \$ 2,814.00

Total \$ 45,371.80

PLUS INTEREST AND COSTS

as endorsed.

Costs:

\$ 215.00

William H. Hause

Date: 6-8-01

Prothonotary, Common Pleas Court of Clearfield
County, Penna.

(SEAL)

RECEIVED JUN 08 2001

2:55 PM

Chester A. Hause
by Margaret N. Pitt

By:

Deputy

**'IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
WRIT OF EXECUTION**

TELMARK, LLC.,
Plaintiff,
vs.

CIVIL DIVISION

NO: 00 - 316 - CD

RICHARD and PHYLLIS GALLAHER
Defendants.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CLEARFIELD)

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

Frick Sawmill S/N 12482; Miner Edger S/N FB8165; Detroit Diesel Motor Model 671 S/N 6A178863; 30 Foot Live Deck, Mellott 5A Log Turner with Power Service; Fulgrum Wood Chipper Model 36 S/N F1-F1L-722; 1968 Case W-8B Front End Loader S/N 2208599; and Caterpiller Gen Set Generator Model 185 KVA S/N 47BH3773

Principal \$42,557.80

Interest (for 4/24/00 to 5/31/01
at 6% (\$7.00/day)) \$ 2,814.00

Total \$ 45,371.80

PLUS INTEREST AND COSTS

as endorsed.

Costs:

\$ 215.00

William L. Hause

Date: 6-8-01

Prothonotary, Common Pleas Court of Clearfield
County, Penna.

(SEAL)

RECEIVED JUN 08 2001

By:

2:55 PM

Deputy

Chester A. Hause
by Margaret N. Pult

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 00 - 316 - CD

TELMARK, LLC,

Plaintiff,

vs.

RICHARD AND PHYLLIS GALLAHER,

Defendants.

WRIT OF EXECUTION

Costs

Pro. Pd.

Judg. Fee

Cr.

Sat.

Owen W. Katz, Esq.
Pa. I.D. #36473
938 Penn Avenue, 8th Floor
Pittsburgh, PA 15222
(412) 281-1015

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11103

TELMARK, LLC

00-316-CD

VS.
GALLAHER, RICHARD

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, JUNE 13, 2001, AT 10:00 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS.

NOW, JUNE 13, 2001, AT 10:20 AM O'CLOCK SERVED WRIT OF EXECUTION AND COPY OF LEVY ON PHYLLIS GALLAHER, DEFENDANT, AT HER PLACE OF RESIDENCE, RD #1, BOX 123, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHYLLIS GALLAHER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JUNE 21, 2001, AT 9:40 AM O'CLOCK SERVED WRIT OF EXECUTION AND COPY OF LEVY ON RICHARD GALLAHER, DEFENDANT, AT HER PLACE OF RESIDENCE/EMPLOYMENT, RD #1, BOX 123, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD GALLAHER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

A SALE IS SET FOR FRIDAY, JULY 27, 2001, AT 10:00 AM O'CLOCK.

NOW, JULY 6, 2001, AT 12:15 PM O'CLOCK POSTED PROPERTY WITH NOTICE OF SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11103

TELMARK, LLC

00-316-CD

VS.

GALLAHER, RICHARD

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

**NOW, JULY 6, 2001, AT 12:15 PM O'CLOCK SERVED NOTICE OF SALE ON
RICHARD GALLAHER, DEFENDANT, AT HIS PLACE OF RESIDENCE/EMPLOYMENT,
RD #1, BOX 123, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, 16656, BY
HANDING TO RICHARD GALLAHER, DEFENDANT, A TRUE AND ATTESTED COPY
OF THE ORIGINAL NOTICE OF SALE AND MADE KNOWN TO HIM THE CONTENTS
THEREOF.**

**NOW, JULY 6, 2001, AT 12:32 PM O'CLOCK SERVED NOTICE OF SALE ON
TRACY ROSS, DAUGHTER OF PHYLLIS GALLAHER, DEFENDANT, AT HER
PLACE OF RESIDENCE, RD #1, BOX 123, IRVONA, CLEARFIELD COUNTY,
PENNSYLVANIA, 16656, BY HANDING TO TRACY ROSS, DAUGHTER OF PHYLLIS
GALLAHER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL
NOTICE OF SALE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, JULY 27, 2001, A SALE WAS HELD ON THE PROPERTY OF THE
DEFENDANTS. PROPERTY WAS PURCHASED BY ROBERT AND ANNA
HAMILTON, RD #1, BOX 16, IRVONA, PA, FOR ONE THOUSAND (\$1,000.00)
DOLLARS PLUS COSTS.**

**NOW, JULY 27, 2001, RECEIVED ONE THOUSAND FOUR HUNDRED TEN DOLLARS
AND FIFTY-TWO CENTS (\$1,410.52) FOR BID AND COSTS DUE ON SALE.**

**NOW, AUGUST 9, 2001, RETURN WRIT AS A SALE BEING HELD WITH ROBERT
AND ANNA HAMILTON PURCHASING PROPERTY FOR ONE THOUSAND (\$1,000.00)
DOLLARS PLUS COSTS. PAID DEBT AND COSTS FROM MONEY RECEIVED ON
SALE, MADE REFUND OF ADVANCE AND SURCHARGE TO ATTORNEY.**

**SHERIFF HAWKINS \$155.52
SURCHARGE \$ 40.00
PAID BY ROBERT AND ANNA HAMILTON**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11103

TELMARK, LLC

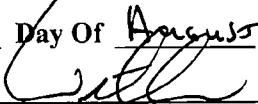
00-316-CD

VS.
GALLAHER, RICHARD

WRIT OF EXECUTION PERSONAL PROPERTY

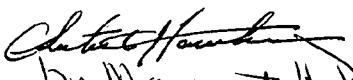
SHERIFF RETURNS

Sworn to Before Me This

9 Day Of August 2001


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

So Answers,


By Margaret H. Pitt
Chester A. Hawkins
Sheriff

FILED


AUG 09 2001
0/3:22/01
William A. Shaw
Prothonotary

RECEIPT DATE 7-27-NO. 7134

ITEMS RECEIVED FROM *Robert D. Miller*

ADDRESS *2111 S. 16th St.* *San Jose, Calif.* *\$1410.52*

AMOUNT RECEIVED *111111*

RECEIVED BY *Robert D. Miller*

CASH CASH *02-316-CD*

CHECK

MONEY ORDER BY *Robert D. Miller*

01998 REDIFORM 81820

COPY

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

GALAHER 00-316-CD

NOW, JULY 30, 2001, by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the 27th day of JULY 2001, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:

RDR	\$ 9.00
SERVICE	9.00
MILEAGE	14.04
LEVY	20.00
MILEAGE	14.04
POSTING	9.00
HANDBILLS	9.00
COMMISSION	20.00
UNABLE TO LEVY	
POSTAGE	1.36
ADD'L SERVICE	9.00
ADD'L MILEAGE	28.08
ADD'L POSTING	
COPIES	10.00
BID	1,000.00
RETURN OF INTERROGATORIES	
PHONE CALLS	1 @ 3.00
TOTAL SHERIFF COSTS	\$ 1,155.52

DEBT & INTEREST:

DEBT	\$ 42,557.80
INTEREST FOR 4-24-00 TO 5-31-01	2,814.00
TOTAL DEBT & INTEREST	\$ 45,371.80
COSTS:	
ATTORNEY PAID	\$
ATTORNEY FEES	
COSTS TO PROTHONOTARY	\$ 215.00
SHERIFF'S COSTS	1,155.52
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
TOTAL COSTS	\$ 1,410.52

Commission 2% on the first \$100,000.00 and 1/2% on all over that. Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

Chester A. Hawkins, Sheriff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,
Plaintiff,
vs.

RICHARD and PHYLLIS GALLAHER,
Defendant(s).

CIVIL DIVISION

NO: 00-316-CD

TITLE OF PLEADING:

PLAINTIFF'S PRAECIPE FOR WRIT OF
REVIVAL

FILED ON BEHALF OF:

TELMARK, INC., Plaintiff

COUNSEL OF RECORD:

Owen W. Katz, Esquire
Pa. I. D. # 36473
Two Gateway Center, 15th Floor
603 Stanwix Street
Pittsburgh, PA 15222
(412) 281-1015

FILED
64 M 2:11:88 PL 7.00
Writ to Sheriff
FEB 09 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,

CIVIL DIVISION

Plaintiff,

NO: 00-316-CD

vs.

RICHARD and PHYLLIS GALLAHER,

Defendant(s).

PRAECIPE FOR WRIT OF REVIVAL

TO: PROTHONOTARY

Kindly issue a Writ of Revival of judgement entered to Case No.00-316-CD, in the Court of Common Pleas of Clearfield County, Pennsylvania, and index against Defendants RICHARD and PHYLLIS GALLAHER and any *Terre Tenant(s)* in the amount of \$32,892.09, with interest from February 7, 2005.

Respectfully Submitted:

TELMARK, LLC

Date: 2/7/05

By:

Owen W. Katz, Esq.

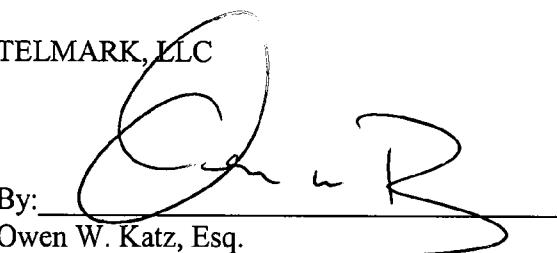
Pa. I. D. # 36473

Two Gateway Center, 15th Floor

603 Stanwix Street

Pittsburgh, PA 15222

(412) 281-1015



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,
Plaintiff,
vs.

CIVIL DIVISION
NO: 00-316-CD

RICHARD and PHYLLIS GALLAHER,
Defendant(s).

WRIT OF REVIVAL

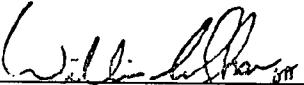
TO: RICHARD and PHYLLIS GALLAHER and *Terre* Tenant(s):

- (1) You are notified that the plaintiff has commenced a proceeding to revive and continue the lien of judgment entered at No. 00-316-CD.
- (2) The plaintiff claims that the amount due and unpaid is \$32,892.09 with interest from February 7, 2005.
- (3) You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do so judgment of revival will be entered.

YOU SHOULD TAKE THIS WRIT OF REVIVAL TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

Date: 2-9-05


(Name of Prothonotary (Clerk))

By: _____
(Deputy)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,

CIVIL DIVISION

Plaintiff,

NO: 00-316-CD

vs.

RICHARD and PHYLLIS GALLAHER,

Defendant(s).

TITLE OF PLEADING:

**NOTICE OF CHANGE OF ADDRESS OF
COUNSEL FOR PLAINTIFF**

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD:

Owen W. Katz, Esq.
Pa. I. D. # 36473
Two Gateway Center, 15th Floor
603 Stanwix Street
Pittsburgh, PA 15222
(412) 281-1015

FILED
M 2.07.00, 10:00 AM

FEB 09 2005

**William A. Shaw
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,

CIVIL DIVISION

Plaintiff,

NO: 00-316-CD

vs.

RICHARD and PHYLLIS GALLAHER,

Defendant(s).

NOTICE OF CHANGE OF ADDRESS OF COUNSEL FOR PLAINTIFF

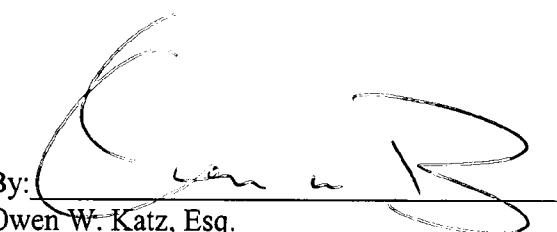
TO THE PROTHONOTARY:

Kindly note that Counsel for Plaintiff has changed his address to:

**Two Gateway Center, 15th Floor
603 Stanwix Street
Pittsburgh, PA 15222**

Respectfully Submitted:

Date: 2/7/05

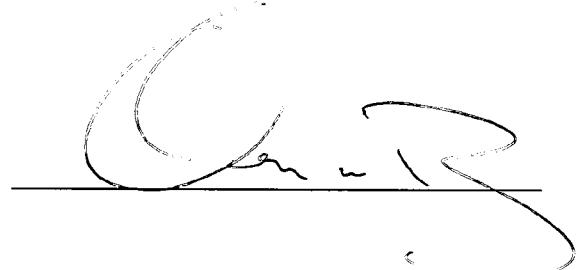
By: 
Owen W. Katz, Esq.
Pa. I. D. # 36473
Two Gateway Center, 15th Floor
603 Stanwix Street
Pittsburgh, PA 15222
(412) 281-1015

CERTIFICATE OF SERVICE

I, the undersigned, do certify that I am, and at all times hereinafter mentioned, was more than 18 years of age; that on 2/7/05, I served a true and correct copy of the foregoing **NOTICE OF CHANGE OF ADDRESS OF COUNSEL**, on the parties, by sending same U.S. Mail, postage prepaid, addressed as follows:

Phyllis Gallaher
SR 53
Irvona, PA 16656

Richard Gallaher
Apt. 6, Rear
Berwind Street
Irvona, PA 16656

A handwritten signature in black ink, appearing to read "Phyllis Gallaher", is written over a horizontal line.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100214
NO: 00-316-CD
SERVICE # 1 OF 2
WRIT OF REVIVAL

PLAINTIFF: TELMARK, LLC
VS.
DEFENDANT: RICHARD and PHYLLIS GALLAHER

SHERIFF RETURN

NOW, April 29, 2005 AT 11:05 AM SERVED THE WITHIN WRIT OF REVIVAL ON RICHARD GALLAHER DEFENDANT AT PO BOX 195, 159 WITMER ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD GALLAHER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF REVIVAL AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

cr FILED
04/30/05
MAY 02 2005
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100214
NO: 00-316-CD
SERVICE # 2 OF 2
WRIT OF REVIVAL

PLAINTIFF: TELMARK, LLC
VS.
DEFENDANT: RICHARD and PHYLLIS GALLAHER

SHERIFF RETURN

NOW, April 29, 2005 AT 11:15 AM SERVED THE WITHIN WRIT OF REVIVAL ON PHYLLIS GALLAHER DEFENDANT AT P BOX 241, DORSEY AVE., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHYLLIS GALLAHER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF REVIVAL AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100214
NO: 00-316-CD
SERVICES 2
WRIT OF REVIVAL

PLAINTIFF: TELMARK, LLC
vs.
DEFENDANT: RICHARD and PHYLLIS GALLAHER

SHERIFF RETURN

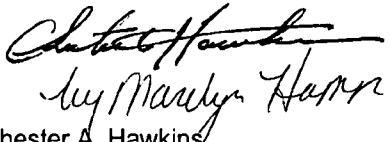
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KATZ	3971	20.00
SHERIFF HAWKINS	KATZ	3971	70.11

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,

CIVIL DIVISION

Plaintiff,

NO: 00-316-CD

vs.

RICHARD and PHYLLIS GALLAHER,

Defendant(s).

TITLE OF PLEADING:

PLAINTIFF'S PRAECIPE FOR DEFAULT
JUDGMENT IN REVIVAL

FILED ON BEHALF OF:

TELMARK, LLC, Plaintiff

COUNSEL OF RECORD:

Owen W. Katz, Esquire
Pa. I. D. # 36473
Two Gateway Center, 15th Floor
603 Stanwix Street
Pittsburgh, PA 15222
(412) 281-1015

60
FILED Statement to
m 12:27 PM Atty
JUN 07 2005 Notice to Defs.

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,
Plaintiff,
vs.

CIVIL DIVISION
NO: 00-316-CD

RICHARD and PHYLLIS GALLAHER,
Defendant(s).

PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT IN REVIVAL

TO THE PROTHONOTARY:

Kindly enter judgment in revival in favor of Plaintiff TELMARK, INC., and against Defendant(s) RICHARD and PHYLLIS GALLAHER, for failure to file an Answer or otherwise respond in the above captioned action at the number and term within (20) days from the date of service of the Writ, and assess damages in the sum of \$33,525.06, liquidated as follows:

Balance due on original judgment:	\$32,892.09
Attorney Fees (as per Complaint):	N/A
Interest (at the rate of \$5.41 per day from February 5, 2005, to June 2, 2005):	<u>\$ 632.97</u>
TOTAL	\$33,525.06

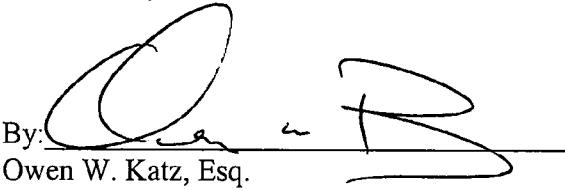
PLUS COSTS AND INTEREST AFTER DATE OF JUDGMENT

I certify that a written notice of intention to file this praecipe was mailed to Defendant after the default occurred and at least ten (10) days before the date of filing this praecipe. A copy of the notice is attached. I further certify that the defendant is not in active military service. The undersigned verifies that statements of fact in this praecipe are true and correct and are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsifications to authorities.

Respectfully Submitted:

TELMARK, LLC

Date: 6/2/05

By: 
Owen W. Katz, Esq.
Pa. I. D. # 36473
Two Gateway Center, 15th Floor
603 Stanwix Street
Pittsburgh, PA 15222
(412) 281-1015

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,

CIVIL DIVISION

Plaintiff,

NO: 00-316-CD

vs.

RICHARD and PHYLLIS GALLAHER,

Defendant(s).

IMPORTANT NOTICE

TO: Phyllis Gallaher
P.O. Box 241 - Dorsey Avenue
Irvona, PA 16656

Richard Gallaher
P.O. Box 195 (159 Witmer Road)
Irvona, PA 16656

Date of Notice: May 20, 2005

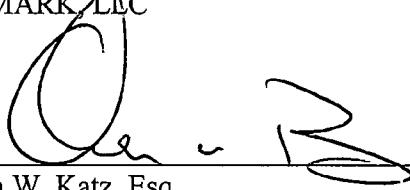
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGEMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED OR NO FEE.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

TELMARK, LLC

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

Two Gateway Center, 15th Floor

603 Stanwix Street

Pittsburgh, PA 15222

Phone (412) 281-1015

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,

CIVIL DIVISION

Plaintiff,

NO: 00-316-CD

VS.

RICHARD and PHYLLIS GALLAHER,

Defendant(s).



NOTICE OF JUDGMENT

TO: Phyllis Gallaher
P.O. Box 241 - Dorsey Avenue
Irving, PA 16656

Richard Gallaher
P.O. Box 195 (159 Witmer Road)
Irvona, PA 16656

You are hereby notified that the following Order, Decree or Judgment has been entered against you on June 7, 2005:

PROTHONOTARY

By: _____
Deputy

If you should have any questions regarding the above, please contact:

Owen W. Katz, Esq.
Counsel for Plaintiff
Two Gateway Center, 15th Floor
603 Stanwix Street
Pittsburgh, PA 15222
(412) 281-1015

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



Telmark, LLC
Plaintiff(s)

No.: 2000-00316-CD

Real Debt: \$33,525.06

Atty's Comm:

Vs.

Costs: \$

Int. From:

Richard Gallaher
Phyllis Josephine Gallaher
Defendant(s)

Entry: \$

Instrument: Default Judgment in Revival

Date of Writ of Revival: February 9, 2005

Date of Judgment: June 7, 2005

Expires: February 9, 2010

Certified from the record this 7th day of June, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,

CIVIL DIVISION

Plaintiff,

NO: 00-316-CD

vs.

RICHARD and PHYLLIS GALLAHER,

Defendant(s).

TITLE OF PLEADING:

NOTICE OF CHANGE OF ADDRESS OF
COUNSEL FOR PLAINTIFF

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD:

Owen W. Katz, Esq.
Pa. I. D. # 36473
P.O. Box 7826
Pittsburgh, PA 15215
(412) 281-1015

FILED *m/1/34/05* ^{NO CC}
JUL 18 2005


William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TELMARK, LLC,

CIVIL DIVISION

Plaintiff,

NO: 00-316-CD

vs.

RICHARD and PHYLLIS GALLAHER,

Defendant(s).

NOTICE OF CHANGE OF ADDRESS OF COUNSEL FOR PLAINTIFF

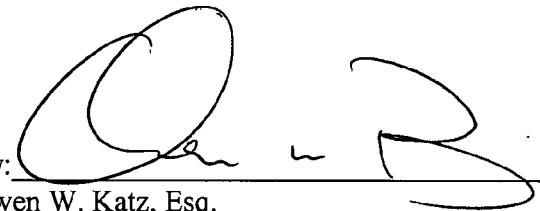
TO THE PROTHONOTARY:

Kindly note that Counsel for Plaintiff has changed his address to:

**P.O. Box 7826
Pittsburgh, PA 15215**

Respectfully Submitted:

Date: 7/14/05

By: 
Owen W. Katz, Esq.
Pa. I. D. # 36473
P.O. Box 7826
Pittsburgh, PA 15215
(412) 281-1015

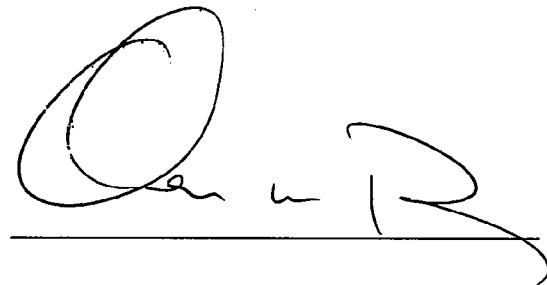
CERTIFICATE OF SERVICE

I, the undersigned, do certify that I am, and at all times hereinafter mentioned, was more than 18 years of age; that on 7/19/05, I served a true and correct copy of the foregoing **NOTICE OF CHANGE OF ADDRESS OF COUNSEL**, on the parties, by sending same U.S. Mail, postage prepaid, addressed as follows:

Phyllis Gallaher
P.O. Box 241 - Dorsey Avenue
Irvona, PA 16656

Richard Gallaher
P.O. Box 195 (159 Witmer Road)
Irvona, PA 16656

R. Denning Gearhart
207 E. Market Street
Clearfield, PA 16830

A handwritten signature in black ink, appearing to read "Richard Gallaher", is written over a horizontal line.