

00-1332-CD
PUBLIC CREDIT, LLC -vs- JOSEPH P. GREEN

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

(u) PUBLIC CREDIT, LLC,)
PLAINTIFF,)
) No. 00-1332-CD
v.)
(g) JOSEPH P. GREEN, an adult individual,)
DEFENDANT.)

CONFESION OF JUDGMENT

PURSUANT TO THE AUTHORITY CONTAINED IN THE WARRANT OF ATTORNEY, THE ORIGINAL OR A COPY OF WHICH IS ATTACHED TO THE COMPLAINT FILED IN THIS ACTION, I APPEAR FOR THE DEFENDANT AND CONFESS JUDGMENT IN FAVOR OF PLAINTIFF AND AGAINST DEFENDANT AS FOLLOWS:

Principal Sum.....	\$32,576.45
Other Authorized items:	
Interest.....	\$ 2,203.48
Late Fees.....	\$ 138.84
Attorney's Fees.....	\$ 3,491.83
Costs of Suit.....	\$To Be Determined
Additional Interest.....	<u>\$To Be Determined</u>
TOTAL AMOUNT.....	\$38,410.10 plus additional interest and costs of suit

FILED


Theron G. Noble, Esquire
Attorney for Defendant

OCT 27 2000

William A. Shaw
Prothonotary

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

PUBLIC CREDIT, LLC,)
)
 PLAINTIFF,)) No. 00-1332 -CD
 v.)
)
 JOSEPH P. GREEN, an adult individual,)
)
 DEFENDANT.)

COMPLAINT TO CONFESS JUDGEMENT

NOW COMES THE PLAINTIFF, Public Credit, LLC, Inc., by and through its attorney, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows:

1. That Plaintiff is Public Credit, LLC, hereinafter "PCC", with address of P.O. Box 220, Brockway, Jefferson County, Pennsylvania. A Certificate of Residence is attached hereto as Exhibit "A".
2. That said Plaintiff is a properly existing corporation under the laws of Pennsylvania doing business in Clearfield County, Pennsylvania.
3. That Defendant is Joseph P. Green, an adult individual, with last known address of 431 Pifer Street, Clearfield County, Pennsylvania 15801. A Certificate of Residence is attached hereto as Exhibit "B".
4. That on, or about, October 19, 1999, the Defendant did borrow the sum of Thirty-four thousand dollars (\$34,000) from PCC and did execute a TERM NOTE, attached as Exhibit "C", a LOAN AGREEMENT, attached as Exhibit "D", and SECURITY AGREEMENT, attached as Exhibit "E", along with other accompanying documents, best described as a "commercial loan".
5. That Defendant also evidenced said obligation and additionally pledged collateral for said loan through the execution of Uniform Commercial Code financing statements (UCC-1s) filed with the Clearfield County Prothonotary and Pennsylvania Department of State. A true and correct copy of such financing statements and evidence of recording are attached hereto as Exhibit "F".

6. That per the TERM NOTE, Defendant was to repay to PCC monthly payments commencing on November 19, 1999, and to continue each month, on the 19th day, until said loan was repaid in full within ten (10) years of the anniversary date of the loan.

7. That the interest rate on said loan was to be the prime rate, as therein established, plus 1.5%, being a "variable rate" loan. As such, Defendant's monthly payments were to be variable but in the approximate amount of Four Hundred Forty-Nine Dollars and Forty-Nine Cents (\$449.49) per month.

8. That Defendant made the following payments:

<u>Date</u>	<u>Amount</u>
11/30/99	\$ 700.00
12/31/99	\$ 450.00
2/21/00	\$1,100.00
3/24/00	\$ 500.00

9. That to date, Defendant has made payments totalling Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00), with the last payment being made on March 24, 2000.

10. That as of October 19th, 2000, being the last payment due date before this COMPLAINT is filed, Defendant should have made payments approximately totalling Four Thousand Nine Hundred Forty-Four Dollars and Thirty-Nine Cents (\$4,944.39).

11. By letters of May 16, 2000, June 6, 2000, June 16, 2000, and July 10, 2000, attached hereto as Exhibits "G", PCC notified the Defendant of his default under their agreement and requested the account be brought current.

12. That per the agreements, Defendant agreed to pay late fees in the event timely payments were not made, additional interest, and attorney's fees.

13. That defendant owes PCC, as of October 18, 2000, the sum of Thirty-eight Thousand Four Hundred Ten Dollars and Ten Cents (\$38,410.10); reflecting as follows: a principal balance of \$32,576.45; late fees of \$138.34; interest in the amount of \$2,203.48; and attorney's fees in the amount of \$3,491.83, being ten (10%) percent of the outstanding amount owed per clause 11 of the TERM NOTE; plus additional interest and costs of suit in amounts to be determined also per clause 11 of the NOTE.

14. The each day after October 18, 2000, Defendant will owe PCC the additional sum of \$9.82, reflecting additional interest on said sum.

15. That defendant, per said loan documents, agreed to permit PCC to confess judgment if defendant failed to pay money owed to plaintiff. (See clause 11 of TERM NOTE and third page of the SECURITY AGREEMENT).

16. That plaintiff has not entered judgment pursuant to the terms of the TERM NOTE at any time prior heretofore.

17. That plaintiff has not assigned its interest in said loan.

18. That jurisdiction is proper.

19. That venue is proper.

WHEREFORE, Plaintiff demands that JUDGEMENT be entered against defendant in the amount of \$38,410.10 as permitted in said loan documents attached hereto, together with additional interest as accrued and costs of suit.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

PUBLIC CREDIT, LLC,)
v.)
PLAINTIFF,)) No. 00-_____ -CD
JOSEPH P. GREEM, an adult individual,)
DEFENDANT.)

CERTIFICATE OF RESIDENCE

I, Peter Varischetti, General Manager of Public Credit, LLC, plaintiff herein, do hereby certify that to best of my information, knowledge and belief that the correct address of Plaintiff is P.O. Box 220, Brockway, PA 15824, also being Rt. 219 North. Said knowledge is based on my position as General Manager of said Public Credit, LLC. I further understand that said statement is subject to the penalties of 49 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.

Signed,

Peter Varischetti, General Manager
Public Credit, LLC, Plaintiff

Dated: This 25th day of October, 2000.

Exhibit "A"

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

PUBLIC CREDIT, LLC,)
PLAINTIFF,)
v.) No. 00-_____ -CD
JOSEPH P. GREEM, an adult individual,)
DEFENDANT.)

CERTIFICATE OF RESIDENCE

I, Peter Varischetti, General Manager of Public Credit, LLC, plaintiff herein, do hereby certify that to best of my information, knowledge and belief that the correct address of Joseph P. Green, 431 Pifer Street, Clearfield County, Pennsylvania 15801. Said knowledge is based on my position as General Manager of said Public Credit, LLC, which has business dealings with said individual at that address and have not received any returned mail. I further understand that said statement is subject to the penalties of 49 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.

Signed,

Peter Varischetti, General Manager
Public Credit, LLC, Plaintiff

Dated: This 25th day of October, 2000.

Exhibit "B"

TERM NOTE

October 19, 1999

DuBois, Pennsylvania

Joseph P. Green

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$34,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **PUBLIC CREDIT, LLC**. I understand that the Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at the variable rate of prime plus one and one-half percent (1.5%) as published daily in the Wall Street Journal, such rate to change from time to time as of the effective date of each announced change in such rate.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make monthly payments on the 19th day of each month beginning on November 19, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on October 19, 1999, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make monthly payments at PO Box 220, Brockway, PA 15824 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My November 19, 1999 payment will be in the amount of U.S. \$449.49 each month thereafter will vary depending on the interest rate and time of payments.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets minimum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class to the Note Holder at the address stated in Section 3(A) above or at different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waives the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of the amount due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke may remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. CONFESSION OF JUDGMENT CLAUSE

I HEREBY IRREVOCABLY AUTHORIZES ANY PROTHONOTARY, CLERK OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO CONFESS JUDGEMENT OR A SERIES OF JUDGMENTS AGAINST ME, AS OF ANY TERM, FOR THE UNPAID PRINCIPAL BALANCE OF THE INDEBTEDNESS EVIDENCED HEREBY AND ALL OTHER SUMS PAYABLE BY ME TO OR ON BEHALF OF THE HOLDER HEREOF, TOGETHER WITH UNPAID INTEREST THEREON AND COSTS OF SUIT AND ATTORNEYS' FEES FOR COLLECTION AS HEREINAFTER PROVIDED, ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE FORTHWITH. I HEREBY FOREVER WAIVE AND RELEASE ALL ERRORS IN SAID PROCEEDINGS, WAIVES STAY OF EXECUTION, THE RIGHT OF INQUISITION AND EXTENSION OF TIME OF PAYMENT AND WAIVES FROM EXEMPTION FROM LEVY AND SALE OF ANY REAL OR PERSONAL PROPERTY WHICH NOW OR HEREAFTER MAY BE EXEMPTED BY LAW. NO SINGLE EXERCISE PROPERTY WHICH NOW OR HEREAFTER MAY BE EXEMPTED BY LAW. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY AND COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS HOLDER SHALL ELECT, UNTIL SUCH TIME AS

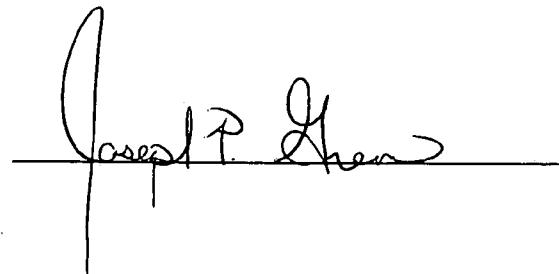
HOLDER SHALL HAVE RECEIVED PAYMENT IN FULL OF ALL OF THE AMOUNTS DUE HEREUNDER.

If this Note is placed with an attorney for collection, and whether or not suit is entered hereon judgment confessed against the borrower, the Borrower further agrees to pay the holder hereof, in addition to the principal and interest then due, the costs of suit and an attorney's fee of ten (10%) percent of such principal and interest, or Twenty Five Thousand (\$2,500.00) Dollars, whichever is the larger amount.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

BORROWER: Joseph P. Green

ATTEST:

A handwritten signature in black ink, appearing to read "Joseph P. Green", is written over a horizontal line. To the left of the line, there is a vertical mark consisting of a short vertical line with a longer diagonal line extending from its top right corner.

Public Credit Company

Date: October 19, 1999

Loan #: 01358

Principal: \$34,000.00

LOAN AGREEMENT (Executed in Duplicate)

AGREEMENT, made this 19th day of October, 1999, by and between PUBLIC CREDIT, LLC, a limited liability company with its principal place of business at PO Box 220, Brockway, Pennsylvania 15824 (hereinafter "PCC")

A
N
D

JOSEPH P. GREEN, an individual, of 431 Pifer Street, DuBois, Clearfield County, Pennsylvania, and

BACKGROUND

PCC is engaged in the finance business. Borrower has requested and PCC has agreed to loan the sum of Thirty Four Thousand and 00/100 (\$34,000.00) Dollars to Borrower upon the terms and conditions hereinafter set forth. To memorialize their understandings, the parties, desire to reduce their agreements to writing in this document hereinafter referred to as the "Agreement".

NOW, THEREFORE, intending to be legally bound, the parties hereto mutually agree as follows:

ARTICLE 1

TERMS

1.01 Loan. PCC shall loan the sum of Thirty Four Thousand and 00/100 (\$34,000.00) Dollars to the Borrower, subject to the terms and conditions hereinafter set forth (hereinafter the "Loan").

1.02 Interest Rate. Interest will be charged on the unpaid principal of the Loan until the full amount of principal has been paid. Interest on this note is computed on a 365/365 simple interest basis, that is by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. The interest rate on this note is subject to change from time to time based on changes in an independent index which is the prime rate as published daily in the Wall Street Journal plus one and one-half percent (1.5%).

1.03 Terms of Repayment. Borrower shall make monthly payments as invoiced by PCC. Borrower will make the monthly payments on the 19th day of the month beginning on November 19, 1999. If, on October 19, 2009 Borrower still owes amounts under this Note, Borrower will pay these amounts in full on that date, which is called the "Maturity Date."

ARTICLE II

COLLATERAL/SECURITY

2.01 Security. To secure the repayment of the Loan in accordance with the terms of the Note, Borrower shall provide PCC with the following:

A. A first priority perfected lien on real property, located at 19 South Highland Street in the city of DuBois, Clearfield County, Pennsylvania, ID #7-2-4-869.

B. UCC-1 Financing Statements shall be executed by the Borrower providing PCC a lien and security interest in all Borrowers personal property (both tangible and intangible) securities, bonds, stock certificates, accounts receivable, rents, all equipment and inventory, now owned and hereafter acquired and wherever situate or located including all attachments, accessories and parts, and all accounts arising from the sale, lease, or other disposition of said inventory or accounts that now exist and those that hereinafter arise, together with the proceeds of such accounts, to be filed in Clearfield County and at the Department of State, Commonwealth of Pennsylvania, Harrisburg, Pennsylvania.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.01 Insurance. PCC will be named as mortgagee/loss payee on Borrower's fire/hazard insurance policy covering Borrower's real and personal property which are collateral for the loans which are the subject of this agreement and provide PCC with copies of the policies and the endorsement naming PCC as mortgagee/loss payee on or before closing of this Loan.

3.02 Extension of Agreement. This Agreement shall extend to and bind the parties hereto, and their respective successors and assigns.

3.03 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The exclusive venue for any action arising out of this Agreement shall be the Court of Common Pleas of Jefferson County, Pennsylvania and the parties hereto agree not to challenge this venue in the event of subsequent legal proceedings.

3.04 Financials. This Agreement contains the whole agreement between the Borrower and PCC and there are no other terms, obligations, covenants, representations, statements or conditions or otherwise, of any kind whatsoever.

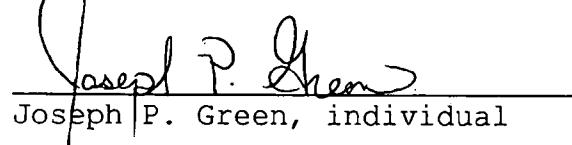
IN WITNESS WHEREOF, the parties hereto have hereunto set
their hand and seals this day and year first above written.

PUBLIC CREDIT, LLC



Peter C. Varischetti
Manager

Borrower:



Joseph P. Green
Joseph P. Green, individual

SECURITY AGREEMENT

MADE the 19th day of October, one thousand nine hundred and ninety nine.

BETWEEN **Joseph P. Green**, whose address is 431 Pifer Street, DuBois, Pennsylvania 15801, hereinafter called DEBTOR;

A
N
D

Public Credit, LLC, whose address is P.O. Box 220, Brockway, Pennsylvania 15824, hereinafter with its successors and assigns called the Secured Party;

NOW, THEREFORE, for and in consideration of the loan and other goods and valuable consideration and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

That to secure the repayment of the sum of Thirty Four Thousand and 00/100 Dollars (\$34,000.00), with interest at a simple rate based on changes in an independent index which is the prime rate as published in the Wall Street Journal plus one-and-one-half percent (1.50%), evidenced by a Note of the Debtor to the Secured Party, of even date herewith, Debtor hereby bargains, sells and conveys to Secured Party, its successors and assigns the following described personal property herein called collateral, as well as future additions and supplements to said collateral in which Debtor shall acquire an interest within said period of the Term Note (which property, together with replacements, additions and supplements thereto are sometimes hereinafter called "collateral"), namely:

A lien and security interest in all personal property (both tangible and intangible), securities, bonds, stock certificates, accounts receivable, rents, all equipment and inventory now owned and hereafter acquired and wherever situate or located including all attachments, accessories and parts, and all accounts arising from the sale, lease, or other disposition of said inventory or accounts that now exist and those that hereinafter arise, together with the proceeds of such accounts, to be filed in Clearfield County, Pennsylvania, and with the Pennsylvania Department of State.

This Security Agreement is executed under and pursuant to the Act of the General Assembly of the Commonwealth of Pennsylvania, 1979, November 1, P.L. 255, Act No. 86, 1, Division 9., Uniform Commercial Code - Secured Transaction, 13 P.C.S.A. 9101-9507, as variously amended, and it is intended that the same shall be subject to all the provisions, rights and powers conferred upon the Secured Party by this action.

This Security Agreement shall include replacements, additions or supplements to any of the collateral herein described and shall also cover the proceeds from the sale of any and all of the collateral.

Any further advances to be made by the Secured Party, at its option in the manner hereinabove set forth shall be secured by this Security Agreement equally and to the same extent as the amount originally advanced by the Secured Party to the Debtor on the Security of this Security Agreement, and all such future advances shall be a lien upon the property hereinabove described from the time of recording of this Security Agreement.

This Security Agreement shall also include any chattel or chattels of any kind or description of the same class of those above described acquired by the Debtor, subsequent to the execution of this Security Agreement.

Debtor warrants, covenants and agrees with the Secured Party, its successors and assigns as follows (1.) That Debtor alone has clear title to the property hereby secured; (2.) That Debtor will not remove or permit the removal of any part of the collateral from the described premises or sell or encumber said property without the written consent of Secured Party except as same becomes obsolete; (3.) That Debtor will care for said collateral in a proper and careful manner; (4.) That Debtor will permit inspection of collateral at any time; (5.) That Debtor will not ask for the benefits of any bankruptcy or insolvency law and will pay when due all rents, taxes, assessments, levies, charges or any liens whatsoever affecting the collateral in any way; (6.) That Debtor will keep the collateral insured, payable to Secured Party and pay all premiums when due; (7.) That Debtor will pay when due the debt and all future advancements hereby secured, whether evidenced by notes, bonds or renewals thereof or otherwise plus any interest due, and perform all conditions and terms hereof; (8.) That upon the death of Debtor, whereupon any breach of any warrants, covenants or terms hereof of all obligations hereunder are secured or evidenced by the said notes or otherwise, may in the option of the Secured Party be declared immediately due and payable; (9.) That Debtor hereby waives all notices and all exceptions and should this Security Agreement be placed in the hands of any attorney to foreclose, agrees to pay all costs incurred but not to exceed ten percent (10%) of the unpaid principal and interest as Attorney fees or Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), whichever is the smaller amount, and; (10.) That should the Secured Party pay any rents, taxes, expenses, levies, charges or liens whatsoever, affecting said property, including insurance premiums, repairs or maintenance, they shall become part of the Secured Debt and be recoverable hereunder with interest.

In the event any of the collateral shall be injured or destroyed without fault of Debtor, such injury or destruction shall at the option of Secured Party, constitute a default under the terms of this Security Agreement.

If Debtor, without the consent of Secured Party, shall substantially injure any part of the collateral or conceal or purport to sell or otherwise dispose of any part of the collateral under claim of full ownership, or otherwise by his willful act or willful neglect substantially impair the value of the collateral, such actions shall, at the option of the Secured Party, constitute a default under the terms hereof.

Debtor shall be entitled to retain possession of the collateral until default under the terms hereof.

The breach of any warranty, covenant or agreements herein contained shall constitute a default. Upon a default being made or, at the option of Secured Party, being declared, then Secured Party, its successors or assigns, or the duly authorized attorney, or agent of said Secured Party, its successors and assigns, shall have the right, with or without process of law, immediately to take possession of the collateral, and to do all things necessary to preserve the same, and after due notice, to sell, lease or otherwise dispose of any or all of the collateral at public or private proceedings, any expense incurred in connection therewith shall be included in and secured by the lien of this Security Agreement and the Security Agreement may be foreclosed by any of the methods authorized by law for the foreclosure of a mortgage, including the entry of judgment on the bond or bonds secured hereby, and the collateral sold in the same manner as authorized by the laws of this Commonwealth in the case of personal property sold under execution returning the over-plus (if any) to the Debtor; and Debtor will still remain liable for any amount so unpaid.

PROVIDED, however, that , if Debtor shall pay the debt and future advances hereby secured and shall faithfully perform all the warranties, covenants, agreements and conditions herein and of the aforesaid Bonds or renewals thereof, then these presents shall be void.

IN WITNESS WHEREOF, Debtor has hereunto set his/her hand and seal the day and year first above written.

Singed, sealed and delivered in the presence of:

ATTEST:

Melissa Bratty

Public Credit, LLC



Peter C. Varischetti, Manager

DEBTOR:

Joseph P. Green

Joseph P. Green, individual

WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS
CLEARFIELD COUNTY COURTHOUSE
P.O. BOX 549
CLEARFIELD, PA 16830
(814) 765-2641, EXT. 19

NO 33444

A

DATE August 31 1999

RECEIVED OF

Public Credit Company

ATTORNEY

CASE #

P 50709

Public Credit Co. vs. Joseph P. Green

QUANTITY

DESCRIPTION

AMOUNT 56.50

UCC 1

PAID

AUG 30 1999

William A. Shaw
Prothonotary

TOTAL \$ 56.50

CASH _____ M/O _____

CHECK # 005323

THE ABOVE MENTIONED INSTRUMENTS ARE RECEIVED SUBJECT TO THE PROVISIONS OF ACT OF ASSEMBLY
REQUIRING PAYMENT OF FEES IN ADVANCE. NO REFUNDS ON OVERPAYMENT OF \$5.00 OR LESS.

Exhibit "F"

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PARTIES

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

Green, Joseph P.
236 East Logan Avenue
DuBois, PA 15801

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

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

Public Credit, LLC
P O Box 220
Brockway, PA 15824

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):

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.

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)) —

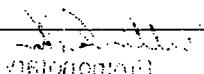
a. acquired after a change of name, identity or corporate structure of the Debtor.

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):


18511A

DEJ/10/99

FINANCING STATEMENTUniform 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): _____

File: P-50709 Date 8-31-99Docket: 16-261-05 Time 10:10 a.m.**Clearfield County Prothonotary**

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 Clearfield County.

real estate records of _____ County.

Number of Additional Sheets (if any): 1

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

See Attachment A

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

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:

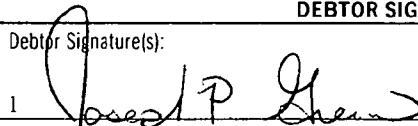
Street Address:

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):

DEBTOR SIGNATURE(S)

Debtor Signature(s):


Joseph P. Green

1a

1b

RETURN RECEIPT TO:

Public Credit, LLC
P O Box 220
Brockway, PA 15824

ATTACHMENT A

A lien and security interest in all personal property (both tangible and intangible) securities, bonds, stock certificates, rents, all equipment, inventory, accounts receivable, now owned and hereafter acquired and wherever situate or located including all attachments, accessories and parts, and all accounts arising from the sale, lease, or other disposition of said inventory or accounts that now exist and those that hereinafter arise, together with the proceeds of such accounts.

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

PUBLIC CREDIT LLC
PO BOX 220
BROCKWAY PA 15824

DEBTOR:

GREEN, JOSEPH P
236 E LOGAN AVE
DUBOIS, PA 15801

SECURED PARTY:

PUBLIC CREDIT LLC
PO BOX 220
BROCKWAY, PA 15824

EFFECTIVE DATE: AUGUST 30, 1999 AT 03:07 PM

FINANCING STATEMENT NUMBER: 30670597

PARTIES

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

Green, Joseph P.**236 East Logan Avenue****DuBois, PA 15801**

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

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

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

Public Credit, LLC
P O Box 220
Brockway, PA 15824

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):

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.

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):**FINANCING STATEMENT**Uniform Cc
Official Code Form UCC-1IMPORTANT - 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):

1

1a

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.

1b

6

Number of Additional Sheets (if any): **1**

7

Optional Special Identification (Max. 10 characters):

8

COLLATERAL

Identify collateral by item and/or type:

See Attachment A

2a

9

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

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:

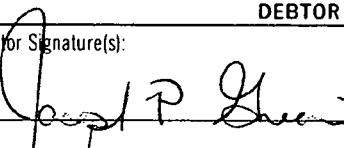
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____, for _____ County. Uniform Parcel Identifier _____ Described on Additional Sheet.

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

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1  Joseph P. Green

1a _____

1b _____

11

RETURN RECEIPT TO:

Public Credit, LLC
P O Box 220
Brockway, PA 15824

12

4

ATTACHMENT A

A lien and security interest in all personal property (both tangible and intangible) securities, bonds, stock certificates, rents, all equipment, inventory, accounts receivable, now owned and hereafter acquired and wherever situate or located including all attachments, accessories and parts, and all accounts arising from the sale, lease, or other disposition of said inventory or accounts that now exist and those that hereinafter arise, together with the proceeds of such accounts.



Public Credit, LLC

P.O. Box 220
Brockway, PA 15824

Tel. (814) 265-1441
Fax (814) 265-8896

May 16, 2000

Joseph P. Green
431 Pifer Street
DuBois, PA 15801

RE: Loan No. 1358
431 Pifer Street
DuBois, PA 15801

Dear Joseph P. Green,

Our records indicate that the grace period for your payment has expired. It often happens that a borrower forgets a payment date from time to time.

Regardless of the circumstance, we have not received your April payment.

If you have not mailed in your payment please take a moment and write out a check for the total amount of \$472.96. Your check is the sum total of your current payment \$450.44 plus a late charge of \$22.52.

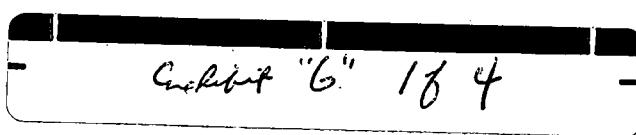
If you have mailed in your payment within the last few days, it probably crossed in the mail. In any case, a late charge is still due. When you mail in next month's payment, please include the late charge or mail us a check for the late charge.

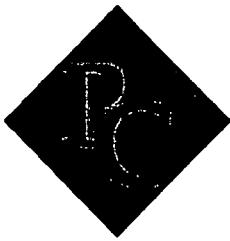
If you have any questions, please feel free to contact me at the number above.

Sincerely,

Peter C. Varischetti
MAP

Peter C. Varischetti
Manager





Public Credit, LLC

P.O. Box 220
Brockway, PA 15824

Tel. (814) 265-1441
Fax (814) 265-8896

June 6, 2000

Joseph P. Green
431 Pifer Street
DuBois, PA 15801

RE: Loan No. 1358
431 Pifer Street
DuBois, PA 15801

Dear Joseph P. Green,

A couple of weeks ago, we sent a late notice to you concerning your past due payment. We still have not received it. If there is some reason why you cannot meet your payment, please notify us by phone or letter.

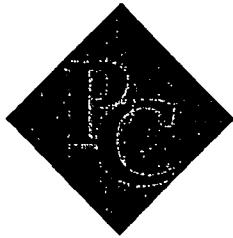
If this is simply forgetfulness, please take a moment and write out a check for the total amount of \$472.96. This represents the sum total of your current payment \$450.44 plus a late charge of \$22.52.

If you have mailed in your payment within the last few day, please disregard this letter.

If you have any questions, please feel free to contact me at the number above.

Sincerely,

Peter C. Varischetti
Peter C. Varischetti
Manager



Public Credit, LLC

P.O. Box 220
Brockway, PA 15824

Tel. (814) 265-1441
Fax (814) 265-8896

June 19, 2000

Joseph P. Green
431 Pifer Street
DuBois, PA 15801

RE: Loan No. 1358
431 Pifer Street
DuBois, PA 15801

Dear Joseph P. Green,

Your account is seriously past due and shows a delinquency of 62 days, placing your good credit history in jeopardy.

Please write out a check for the total amount of \$1434.36 immediately.

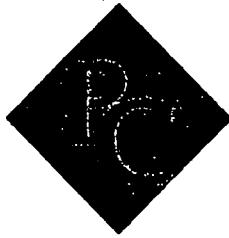
Your payment should include 3 payments with 2 late charges. Failure to meet our specified demands could result in further collection activity.

If you have any questions, please feel free to contact me at the number above.

Sincerely,

Peter C. Varischetti
Peter C. Varischetti

Manager



Public Credit, LLC

P.O. Box 220
Brockway, PA 15824

Tel. (814) 265-1441
Fax (814) 265-8896

July 10, 2000

Joseph P. Green
431 Pifer Street
DuBois, PA 15801

Dear Mr. Green:

According to our records, your account shows a delinquency of 82 days, you have an outstanding balance due Public Credit, LLC of \$1434.36.

In review of the delinquency of your account, if we do not receive payment in the amount of \$1434.36 by July 25, 2000, we will be left with no other choice but to begin foreclosure proceedings.

Should you have any questions, please feel free to contact me at the number above.

Sincerely,

Peter C. Varischetti
Manager

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF JEFFERSON

VERIFICATION

I, Mr. Peter Varischetti, General Manager of Public Credit, LLC, Plaintiff in the foregoing and/or attached COMPLAINT TO CONFESS JUDGMENT, who does hereby state that the facts as set forth in the foregoing instrument are true and correct to the best of my information, knowledge and belief. Further, I understand that this statement is made subject to the penalties of 49 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.



Peter Varischetti, General Manager,
Public Credit, LLC, Plaintiff

Dated: This 25th day of October, 2000.

Lap over margin

FILED

Oct 27 2000
S. A. Noble
William A. Shaw
Prothonotary

1cc
CATH. Noble

FERRARACCIO & NOBLE
ATTORNEYS & COUNSELORS AT LAW
301 EAST PINE STREET
CLEARFIELD, PA 16830
(814) 765-4990
(814) 375-2221

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

PUBLIC CREDIT, LLC,)
PLAINTIFF,)
v.) No. 00- 1332 -CD
JOSEPH P. GREEN, an adult individual,)
DEFENDANT.)

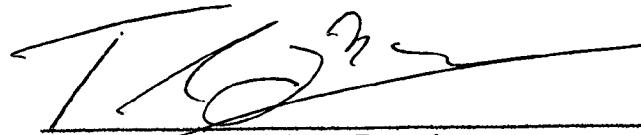
COMMONWEALTH OF PENNSYLVANIA :

ss.

COUNTY OF CLEARFIELD :

AFFIDAVIT

I, Theron G. Noble, Esquire, attorney for Public Credit, LLC, Plaintiff in the above captioned matter, does hereby swear and affirm that I did mail on the 30th day of October, 2000, a certified true and correct copy of the JUDGMENT and CIVIL COMPLAINT entered in this matter, to Joseph P. Green, Defendant, at his last known address, being 431 Pifer Street, DuBois, PA 15801, by depositing the same in the United States Mail, first class, postage prepaid..



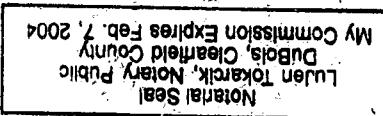
Theron G. Noble, Esquire; attorney for
Public Credit, LLC, Plaintiff

So Sworn and Subscribed before me
this 30th day of October, 2000.

RECEIVED
OCT 31 2000

Janice Tokarski
Notary Public

Jan A. Shaw
Notary



IN THE COURT OF COMMON PLEAS, CUMBERLAND COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

DAU, THOMAS STEPHEN

, 24 FRM 1010

00-5651-00 .ok

Technivibes tube as shown in figure 10.

ТРАДИЦИИ

АККАУНТАНТ ВО ВСТАВЛЕННОМ

СИСТЕМА ПО УПРО

WAGNER

an excited bird-speed has now 300.

...000\$, resolved to take 100 acres
near the river Mississippi.

