

01-89-CD
JOHN J. ENRICO, JR. -vs- ROBERT G. PRISK

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

JOHN J. ERRIGO, JR.,

Plaintiff,

-vs-

ROBERT G. PRISK,

Defendant.

*

*

No. 00 - 89 - CD

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*

* Type of Pleading: COMPLAINT

* Action in Ejectment

* Filed on behalf of: PLAINTIFF

* Counsel of record for this party:

* James A. Naddeo, Esquire
Pa. ID#: 06820

*

211 1/2 E. Locust Street

* P.O. Box 552
Clearfield, PA 16830

* (814) 765 - 1601

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FILED

JAN 17 2001

William A. Shaw
Prothonotary

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

JOHN J. ERRIGO, JR.,

Plaintiff,

*

-vs-

No. 00 - - CD

*

ROBERT G. PRISK,

Defendant.

*

NOTICE

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 COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

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

JOHN J. ERRIGO, JR., *
Plaintiff,
*
-vs- No. 00 - - CD
*
ROBERT G. PRISK,
Defendant. *

COMPLAINT

AND NOW COMES, the Plaintiff John J. Errigo, Jr., who by and through his attorney James A. Naddeo does hereby set forth the following factual averments:

COUNT I – EJECTMENT

1. The Plaintiff is John J. Errigo, Jr., an adult individual currently residing at P.O. Box 146, Curwensville, Pennsylvania.
2. The Defendant is Robert G. Prisk, an adult individual currently residing at 440 Schofield Street, Curwensville, Pennsylvania.
3. By deed dated September 24th, 1993 and recorded in the Office of the recorder of Deeds of Clearfield County, Deed Book 1562, Page 211, Plaintiff acquired a parcel of land situated in Curwensville Borough, Clearfield County, Pennsylvania from Howes Leather Corporation. A true and correct copy of the aforementioned deed is attached hereto as Exhibit "A".
4. On December 11th, 1995, Plaintiff and Howes Leather Corporation signed another deed to correct the description of the property to accurately describe the parcel, which the parties intended to convey in the original deed. A true and correct copy of the aforementioned corrective deed is attached hereto as Exhibit "B".
5. At some time in the early spring of 1997, Plaintiff agreed to sell to Defendant the aforementioned parcel of land at a purchase price of \$135,000.00 with \$25,000.00 to be paid as a down payment and the balance to be payable over the next six years at 9% interest.
6. Following a title abstract of the property, it was determined that the subject property had a corner that protruded approximately 14 feet onto a neighboring property, which was not transferred in the deed from Howes Leather to Plaintiff.

6. Subsequently, a series of written correspondence took place and the original agreement between the parties was rescinded and a new agreement was reached, whereby the purchase price was reduced to \$100,000 over a three year amortization period with interest to be charged at 9%. In addition, Plaintiff assumed responsible for the property's financing and Defendant was responsible for payments to the Plaintiff in the amount of \$1000 per month commencing in September 1997 with a balloon payment to be made at the end of the three years. A true and correct copy of the correspondence between the parties' respective counsel, which outlines the terms of this arrangement, is attached hereto as Exhibit "C".

7. Settlement between the parties was originally scheduled for August 27, 1999, and Defendant's counsel Dwight Koerber, Esquire drafted an Agreement of Sale that outlined the negotiated terms, however the agreement was never signed by both of the parties.

8. Prior to settlement, a dispute arose between adjacent owner Howes Leather and Defendant regarding an easement needed to provide Defendant's trucking business with access to the garage area of the parcel of land being acquired as well as a pre-existing sewer line present on the Plaintiff's property, delaying the parties' settlement.

9. Despite the parties inability to formally settle on the agreement, Defendant assumed possession of the property on September 1, 1997 and began making the agreed upon \$1000 per month payments, which were credited towards the purchase price. Defendant also assumed paid to Plaintiff an additional \$150.00 per month to cover the monthly insurance premiums on the property.

10. After a lengthy period of negotiations and the filing of an ejectment action and quiet title action by the Plaintiff against Howes Leather, the aforementioned parties agreed to a Sewer Easement Right-of-Way, an Easement allowing ingress and egress to the garage area of the Plaintiff's property and a Deed transferring to the Plaintiff the title to a portion of land that "squared off" the corner as described above in paragraph 6.

11. On August 25th, 1998, these three documents were recorded consecutively in the Office of the Recorder of Deeds for Clearfield County in Deed Book 1962, Pages 527- 541. A true and correct copy of the aforementioned documents is attached hereto as Exhibit "D".

12. Following the recordation of these documents, the parties once again began to negotiate for the settlement of the property so that title would formally pass to Defendant.

13. By letter dated March 10th, 1999, Defendant's counsel reiterated the terms of the agreement and set forth the calculations for determining the amount of the "balloon payment" due at the end of the third year, also included was a proposed \$90,000.00 Promissory Note from Defendant to Plaintiff. A true and correct copy of the aforementioned letter is attached hereto as Exhibit "E".

14. The above-mentioned Promissory Note was never signed by the parties and Defendant subsequently sought private financing to pay for the transaction.

15. Defendant failed to make the required payments in a timely fashion for the months of January, February, March, and April of 1999.

16. By letter dated April 19, 1999, Plaintiff's counsel informed Defendant that he was in breach of the parties' oral agreement and that he would sell the property to the Defendant if payment of the balance due was made within 30 days. A true and correct copy of said letter is attached hereto as Exhibit "F".

17. Defendant responded by making the necessary payments to the Plaintiff to bring the transaction back up to date.

18. Beginning in April of 2000, Defendant again began failing to make the required payments towards the purchase price.

19. By letter dated September 26th, 2000, Plaintiff again informed Defendant that he was in default on his payments and outlined the amount of money owed in missed payments along with the amount owed under the terms of the balloon payment. Plaintiff further offered Defendant a final opportunity to purchase the property. A true and correct copy of said letter is attached hereto as Exhibit "G".

20. To date, Defendant has failed and refused to cure the defaults outlined in the Plaintiff's September 26th, 2000, letter and has failed to make any additional payments.

21. Despite his failure to comply with the terms of the agreement and Plaintiff's request to vacate, Defendant has refused to vacate and surrender possession of the premises.

WHEREFORE, Plaintiff requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant Robert G. Prisk for possession of the premises described above.

COUNT II – PAYMENTS OWED

22. The factual averments made in Paragraphs 1-21 inclusive are incorporated herein by reference as though set forth at length.

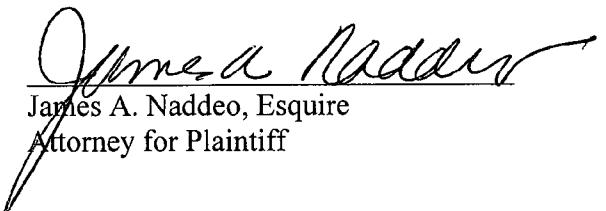
23. Under the terms of the oral Agreement of Sale, Defendant was to pay to Plaintiff \$1000 per month plus the value of the insurance premiums (\$150.00 per month) for the property beginning in September of 1997 and a balloon payment for the remaining balance due on the property in September of 2000.

24. Defendant made all of the required payments under the terms of the agreement until April of 2000, at which time he stopped making all payments to Plaintiff.

25. To date, Defendant has failed to make the required \$1,150.00 monthly payments for April through September of 2000 and has failed to make the required balloon payment of \$68,301.28 due under the terms of the agreement.

26. As a result of Defendant's breach of the sales agreement, Plaintiff is entitled to damages in the amount of the monthly payments past due and the balloon payment still owing on the property's purchase price, plus interest and costs, totaling in excess of \$80,000.00.

WHEREFORE, the Plaintiff prays that this Honorable Court enter judgment against Defendant Robert G. Prisk in an amount in excess of \$80,000.00, equal to the balance owed on the property's purchase price plus interest and costs.



James A. Naddeo
James A. Naddeo, Esquire
Attorney for Plaintiff

This Deed,

MADE the 24th day of September
in the year nineteen hundred and ninety-three (1993);
BETWEEN HOWES LEATHER COMPANY, INC., a Delaware corporation, with
its principal office located at One Battery March, Quincy,
Massachusetts 02169, party of the second part, hereinafter referred
to as the "GRANTOR".

A N D

JOHN J. ERRIGO, JR., of Curwensville, Clearfield County, Pennsylvania,
party of the second party, hereinafter referred to as "GRANTEE".

WITNESSETH, That in consideration of Forty Thousand (\$40,000.00) Dollars and
00/100 *****/***** Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant
and convey to the said grantee ,

ALL that certain parcel of land situate in the Borough of Curwensville,
Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the line of land of the Veterans
of Foreign Wars, said stake being six (6) feet North of the
edge of a twenty (20) foot macadam road and being the south-
east corner of the land herein conveyed; thence along the
line of land of the Veterans of Foreign Wars North 19 degrees
19 minutes East, one hundred forty-five and 4/10 (145.4) feet
to a stake; thence along line of lands formerly of Roberts
Realty, now being lands of Howes Leather Company, Inc., the
Grantor herein, North 84 degrees 11 minutes West, seventy-
three and 6/10 (73.6) feet to a point; thence South 5
degrees 49 minutes West, one hundred thirty-seven and 5/10
(137.5) feet, more or less, to a spike; thence by a curved
line parallel with a twenty (20) feet macadam road and six
(6) feet from the edge thereof, in a Southeasterly direction
thirty-seven and 5/10 (37.5) feet, more or less, to a stake
and place of beginning.

BEING part of the same premises which Leo C. Ganoe, et al,
Trustees of the Franklin Realty Trust by deed dated May 16,
1990 and recorded in Clearfield County in Volume 1342 at
page 334 conveyed to Howes Leather Company, Inc., Grantor
herein.

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.

CLEARFIELD COUNTY
ENTERED OF RECORD 10-14-93
TIME 1:40pm
BY Karen Needles
FEES 13.00
Karen L. Brock, Recorder

Karen L. Brock
Recorder of Deeds

EXHIBIT "A"

VOL 1502, pg 212

AND the said grantor will **SPECIALLY WARRANT AND FOREVER DEFEND** the property
hereby conveyed.

THE HOWES LEATHER COMPANY, INC.
said Grantor, does hereby constitute and appoint **Barry I. Getto, President**

to be its Attorney, for
it and in its name, and as and for its corporate act and deed, to acknowledge this Deed before any person
having authority under the laws of the Commonwealth of MASSACHUSETTS, to take such acknowledgment, with the
intent that the same may be duly recorded.

THIS Deed is made in accordance with a resolution of the Board of Directors of the Grantor, duly passed at
a meeting of the same which was duly and legally held on the **24th day of September, 1993**.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be signed by its President ~~and Vice~~
~~President~~, and also by its Secretary, ~~and Treasurer~~, ~~and Assistant Secretary~~, and its Corporate Seal to be hereunto affixed, the day and year first above written.

Attest:

HOWES LEATHER COMPANY, INC.

Secretary
President

President

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee **Barry I. Getto** herein is as follows: **408 North Street**
Curwensville, PA 16833

John W. Radler
Attorney or Agent for Grantor

Commonwealth of MASSACHUSETTS
County of **Norfolk** } SS:

On this, the **24th** day of **September**, 1993, before me, the undersigned officer,
personally appeared **Barry I. Getto**, who acknowledged himself
to be the **President** of **HOWES LEATHER COMPANY, INC.**,
the foregoing corporation, and that as such, he, being authorized by such corporation to do so, executed the
foregoing deed for the purpose therein contained by signing his name thereon as such.

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

John W. Radler
My Commission Expires November 1995

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Commonwealth of Pennsylvania
County of } SS:

I HEREBY CERTIFY that on this

day of

A.D. 19 , before me, the subscriber, a
Notary Public in and for said Commonwealth and County, personally appeared

, the attorney named in the foregoing Indenture,
and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said
INDENTURE to be the act and deed of the said
to the intent that the same may be duly recorded.

CURWENSVILLE AREA SCHOOL DISTRICT
1% OF 100.00 FOR LOCAL TAX

AMOUNT: 400.00

WITNESS my hand and Notarial Seal the day and year aforesaid. FAID 10-14-93 J.L. STARCK

Notary Public

SEAL

My Commission Expires

Notary Public

I HEREBY CERTIFY, that the precise address of the grantee herein is

0 4 5 2 3 3 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
WARRANTY DEED FROM A CORPORATION
Published and Sold by: 1-412-8
The Printershop Co., Williamsport, Pa. 17701
TAX
00-11352 400.00

State Tax 400.00
Curw. Sch 200.00
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WARRANTY DEED FROM A CORPORATION

Published and Sold by: 1-412-8

The Printershop Co., Williamsport, Pa. 17701

HOWES LEATHER COMPANY, INC.

to

JOHN J. ERRIGO

Dated 1993

For All that certain parcel
of land located in Curwensville
Borough, Clearfield County, PA

Consideration \$40,000.00

Recorded

Entered for Record in the Recorder's
Office of Tax \$
County, the day of 19 Fees \$
Recorder

Commonwealth of Pennsylvania
County of } SS:

RECORDED in the Office for Recording of Deeds, etc., in and for said County, in
Deed Book No. Vol. , Page

WITNESS my Hand and Official Seal this day of , 19

Recorder of Deeds

Entered of Record 10-14-1993, 1:40pm Karen L Starck, Recorder

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This Deed,

MADE the _____ day of

in the year nineteen hundred and ninety-five (1995)

BETWEEN HOWES LEATHER COMPANY, INC., a Delaware corporation, with its principal office located at One Battery March, Quincy, Massachusetts 02169, party of the first part, hereinafter referred to as "GRANTOR,"

-AND-

JOHN J. ERRIGO, JR., of Curwensville, Clearfield County, Pennsylvania, party of the second part, hereinafter referred to as "GRANTEE."

WITNESSETH, That in consideration of ONE (\$1.00) -----

----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee, his heirs and assigns,

ALL that parcel of land lying in Curwensville Borough, Clearfield, County, Pennsylvania, and being more particularly described as follows:

BEGINNING at a point in the western line of a 20 foot strip of land conveyed to the predecessors in title of Howes Leather Company, Inc. by Robert Ferguson Post No. 842 Home Association of the Veterans of Foreign Wars, as seen in Deed Book 506, Page 279, said 20 foot strip is included in lands conveyed to Howes Leather Company, Inc., by Deed Book 1342, Page 334, said point of beginning being 6 feet North from the northerly edge of pavement of Meadow Street, said point being also the southeast corner of the land herein conveyed and running; thence North 19 degrees 19 minutes 00 seconds East for a distance of 145.40 feet along the western side of a 20 foot strip of land acquired from Robert Ferguson Post No. 842 Home Association of the Veterans of Foreign Wars by predecessors in title of Grantors by Deed Book 506, Page 279 to a spike set; thence North 84 degrees 34 minutes 19 seconds West for a distance of 73.60 feet along Howes Leather Company, Inc., to a point and being the northeast corner of John J. Errigo, Jr., as was conveyed to him in Deed Book 1190, Page 490; thence South 05 degrees 25 minutes 41 seconds West for a distance of 138.88 feet along John J. Errigo, Jr., as was conveyed to him in Deed Book 1190, Page 490 by a line projecting along the center of a brick wall to a spike found, said spike being 6 feet North of the northerly edge of pavement of Meadow Street; thence South 81 degrees 12 minutes 46 seconds East for a distance of 38.77 feet by a curved line parallel with the northerly edge of pavement and 6 feet North thereof, to a point and place of beginning.

TOGETHER WITH AND SUBJECT TO covenants, easements and restrictions of record.

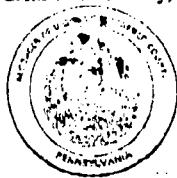
Said property contains 7881.47 square feet as shown on the map prepared by Curry and Associates dated August 14, 1995, which is attached hereto and made a part hereof. The above description is entered as a corrected deed to John J. Errigo, Jr. correcting the description found in Deed Book 1562, Page 211, where the adjoiner

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call of the line running along lands of Veterans of Foreign Wars is corrected to read along a strip of land 20 feet wide now owed by Howes Leather Company, Inc. as detailed above.

THIS DEED IS A CORRECTIVE DEED CORRECTING THE DESCRIPTION CONTAINED IN THE PREVIOUSLY RECORDED DEED WITH NO ADDITIONAL CONSIDERATION.

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Stark
Karen L. Stark
Recorder of Deeds

CLEARFIELD COUNTY 12/11/95
ENTERED OF RECORD
TIME 8:45 AM
BY *Heather Schellong*
FEES 17.50
Karen L. Stark, Recorder

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AND the said grantor will **SPECIALLY** **WARRANT AND FOREVER DEFEND** the property
hereby conveyed.

THE HOWES LEATHER COMPANY, INC.

11
said Grantor, does hereby constitute and appoint **Barry I. Getto, President,**
12
to be its Attorney, for
13
it and in its name, and as and for its corporate act and deed, to acknowledge this Deed before any person
14
MASSACHUSETTS
having authority under the laws of the Commonwealth of ~~Pennsylvania~~ to take such acknowledgment, with the
15
intent that the same may be duly recorded.

THIS Deed is made in accordance with a resolution of the Board of Directors of the Grantor, duly passed at a meeting of the same which was duly and legally held on the 24th day of September , 1993.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be signed by its President ~~XXXXXX~~
~~XXXXXX~~, also by its Secretary, ~~XXXXXX~~, and its Corporate Seal to be hereunto affixed, the day and year first above written.

HOWES LEATHER COMPANY, INC.

By Barry I. Getto, President

Secondary Treasures

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee
408 North Street
Curwensville, PA 16833
herein is as follows: *R. A. M.*

Barbara A. Schickling
Attorney or Agent for Plaintiff

Commonwealth of Pennsylvania }
County of CLEARFIELD } S

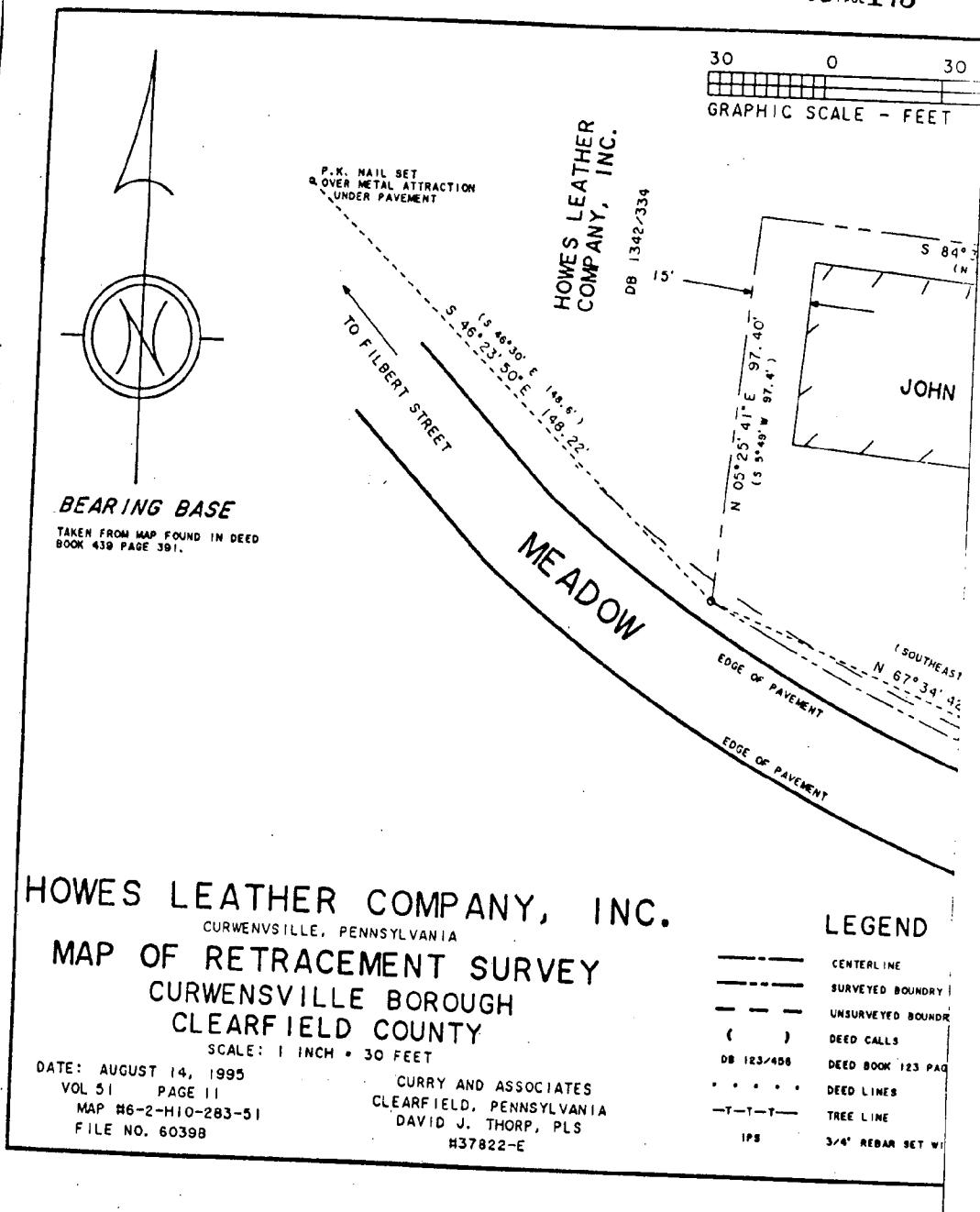
On this, the 27th day of October, 1995, before me, the undersigned officer, personally appeared BARRY I. GETTO, who acknowledged himself to be the PRESIDENT of HOWES LEATHER COMPANY, INC., the foregoing corporation, and that as such, he, being authorized by such corporation to do so, executed the foregoing deed for the purpose therein contained by signing his name thereon as such.

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



My Commission Expires	Notarial Seal Helen L. Ardary, Notary Public Curwensville Borough, Clearfield County My Commission Expires April 29, 1998
Member Pennsylvania Association of Notaries	

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60 90

60 90

DB 1342/334

HOWES LEATHER COMPANY, INC.

10'

4° 19' E 135.72' 135°

4° 11' W 137.5' ±

10'

S 84° 34' 19° E 73.60' SPIKE SET (N 84° 11' W 73.6')

J. ERRIGO, JR.

DB 1190/490

ALONG CENTER OF BRICK WALL

(N 5° 48' E 137.5' ±)

N 05° 25' 41° E 138.88' (S 5° 48' W 137.5' ±)

JOHN J. ERRIGO, JR.

7881/47 SQUARE FEET (DB 1562-2111)

(N 19° 10' E 145.4' 00° W 145.40')

BUILDING OVER 14.32'

143.5' ± 141.92'

N 81° 12' 46° W 38.77' (37.5' ±)

0° 17° PINE

SPIKE FOUND 6'

STREET

TO RIVER STREET

APPROXIMATE RIGHT-OF-WAY LINE

ROBERT FERGUSON HOME ASSOCIATION POST NO. 842

DB 376-165

LINES Y LINES

E 456

TH CAP

COMMONWEALTH PROFESSIONAL SURVEYORS

DAVID J. THORP

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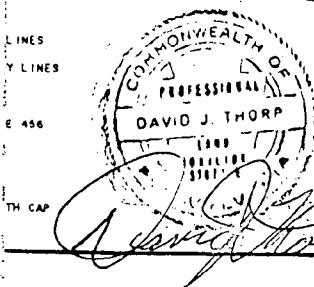
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Commonwealth of Pennsylvania
County of } SS:

I HEREBY CERTIFY that on this

day of

A.D. 19 , before me, the subscriber, a

Notary Public in and for said Commonwealth and County, personally appeared

, the attorney named in the foregoing Indenture,

and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said
INDENTURE to be the act and deed of the said
to the intent that the same may be duly recorded.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission Expires

Notary Public

SEAL

I HEREBY CERTIFY, that the precise address of the grantee herein is

Re To
D
WARRANTY DEED FROM A CORPORATION
Published and Sold by 17701
The Franklin Co., Williamsport, Pa.

HOWES LEATHER COMPANY, INC.

-and-

JOHN J. ERRIGO, JR.

For premises situate in
Curwenville Borough,
Clearfield County, Penna.
Consideration \$1.00
Recorded
Entered for Record in the Recorder's
Office of
County, the day of
19
Fees, \$
Recorder.

Commonwealth of Pennsylvania
County of } SS:

RECORDED in the Office for Recording of Deeds, etc., in and for said County, in
Deed Book No. Vol. , Page

WITNESS my Hand and Official Seal this day of , 19

Recorder of Deeds

Entered of Record 12-11-1993 10:25 AM Karen L. Starck, Recorder

AUG 5, 1997

KRINER, KOERBER & KIRK, P.C.

ATTORNEYS-AT-LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE (814) 765-9611

FAX (814) 765-9503

August 4, 1997

COUNSEL TO THE FIRM

WILLIAM T. DAVIS

WILLIAM C. KRINER
DWIGHT L. KOERBER, JR.
ALAN F. KIRK

James A. Naddeo, Esquire
JAMES A. NADDEO & ASSOCIATES
211 1/2 East Locust Street
P. O. Box 552
Clearfield, PA 16830

Via Facsimile (814) 765-8142
& U. S. First Class Mail

RE: ERRIGO TO PRISK

Dear Jim:

Our clients have had a series of discussions with one another, and it appears that they have restructured the above referenced deal in a fashion that will be suitable to both of them. The deal which Bob Prisk tells me that he and Jack Errigo discussed this past Friday, and then reaffirmed over the weekend, is as follows:

1. \$100,000.00 purchase price.
2. \$10,000.00 credit for the prior payments that Bob Prisk has made to Jack Errigo.
3. Jack Errigo will handle financing.
4. The financing calls for payments at the rate of \$1,000.00 per month, with the loan amortized over a nine year period.¹
5. At the end of three years, there will be a balloon payment, paying off the amount of unpaid principal that is still owed at that time.
6. There would be an agreement drafted covering the transaction.
7. Bob Prisk would take possession in the very near future, with the first payment to be made at the end of the month.

¹My client did not know the interest rate that would be charged. I attempted to "back out" the interest rate by looking at amortization schedules, but was not able to come up with a figure.

James A. Naddeo, Esquire
JAMES A. NADDEO & ASSOCIATES
August 4, 1997
Page 2

8. The property to be transferred is the complete building complex, which is really comprised of two separate deeds rather than one.

There are some additional details that I would propose, based upon the discussion that I have had with Bob Prisk. To my understanding, there has not been a direct discussion between Bob Prisk and Jack Errigo on these topics. The topics and the way I would like to have them addressed are as follows:

a. Footnote number 1 addresses the interest rate. I will wait to receive your input on that.

b. I will draft the contract and the promissory note.

c. You will draft the deed and the mortgage.

d. Settlement will occur on or about August 18-20, 1997. I picked these dates so that they would be in the near future, but I still need to have title work done on the second deed covering the transaction as we have only done title work on one of the two parcels.

e. Robert Prisk will start using the premises in the very near future. Along these lines, I understand that Jack Errigo is in the process of having the utilities transferred over to Bob Prisk.

f. The monthly payments that are made in the amount of \$1,000.00 would begin on September 1, 1997, and would be paid on the first of each consecutive month for three years thereafter until the balloon payment is made. The parties had talked about the first payment at the end of the month, and I have simply translated that to mean the first of each month instead.

James A. Naddeo, Esquire
JAMES A. NADDEO & ASSOCIATES
August 4, 1997
Page 3

g. Jack Errigo will cause to be issued from Howe's Leather a corrective deed/supplemental deed that would result in the land conveyed to Bob Prisk fully encompassing the part of the building that appears to currently stick out over the edge of the boundary line.

h. The corrective deed/supplemental deed will be presented within 60 days.

i. The parties will split the realty transfer tax and prorate the county/township real estate taxes on a calendar year basis, and the school taxes on a fiscal year basis.

j. Bob Prisk will have an insurance policy issued naming Jack Errigo as the mortgage holder.

Details concerning any and all leases will be presented to Bob Prisk prior to settlement, with appropriate assignments to the lease, if any, to be made at settlement.

Please review the foregoing terms with your client as soon as possible. Then, kindly be in touch with me so that we can finalize all details and have the contract drafted.

I will be waiting to hear your thoughts on this matter.

Very truly yours,


Dwight L. Koerper, Jr.

DLK/sw
cc: Mr. Robert G. Prisk

JAMES A. NADDEO
ATTORNEY AT LAW
211½ EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE
(814) 765-1601

TELECOPIER
(814) 765-8142

August 7, 1997

Dwight L. Koerber, Jr.
Kriner, Koerber & Kirk, P.C.
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Re: Errigo to Prisk

Dear Skip:

I have had an opportunity to review your letter with Jack Errigo. His response is as follows:

a) Paragraph 1 through 8 of your letter are consistent with his understanding of the transaction as it presently stands.

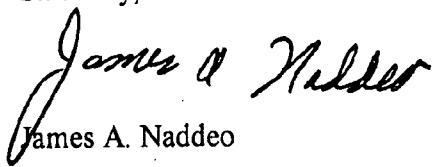
b) Because of the reduced monthly payment, interest is to be charged at the rate of 9% rather than 8% as previously negotiated.

c) Paragraphs A through F and I through J are acceptable.

d) Paragraphs G and H present a problem. We have discussed this issue previously and it is my position that my client can pass marketable title to the land and improvements, despite the fact that the building extends beyond the property line.

If you require a corrective deed, my client will do so, but at Mr. Prisk's expense.

Sincerely,


James A. Naddeo

JAN/jsc
cc: Mr. Jack Errigo

KRINER, KOERBER & KIRK, P.C.

ATTORNEYS-AT-LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

WILLIAM C. KRINER
DWIGHT L. KOERBER, JR.
ALAN F. KIRK

TELEPHONE (814) 765-9611

FAX (814) 765-9503

August 8, 1997

AUG 11 1997

COUNSEL TO THE FIRM
WILLIAM T. DAVIS

James A. Naddeo, Esquire
JAMES A. NADDEO & ASSOCIATES
211 1/2 East Locust Street
P. O. Box 552
Clearfield, PA 16830

Via Hand-Delivery

RE: ERRIGO TO PRISK

Dear Jim:

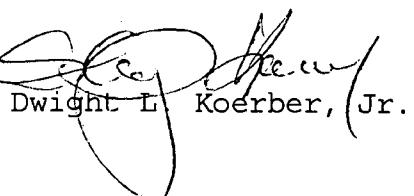
Enclosed herewith is the proposed settlement agreement for the Errigo/Prisk transaction. Hopefully you will find it to be acceptable. The one slight adjustment that I made that we had not reviewed in our correspondence or in our phone conversation relates to the cost of settlement, with the recognition that perhaps the first month of payment might be necessary to be made by Robert Prisk in order to cover the settlement costs (including any fees that you wish to have included in settlement), imposed upon Mr. Errigo.

Please be in touch with me and let me know if you see any problems with the agreement. Otherwise, if you find it to be acceptable, I would ask that you arrange for your client to sign it and then return it to me.

Please bear in mind that I have not discussed with Mr. Prisk the accommodation that you and I worked out in the way we would handle the portion of the building that intrudes over the boundary line. I do not anticipate that there will be any difficulty in handling things as outlined, but if there should be any concern at all, I will immediately be in touch with you after I have my discussion with Mr. Prisk.

Also, I am enclosing herewith a copy of the invoice that you sent to our office pertaining to the first settlement that looked like it was going forward. Please let me know whether there should be an updated invoice that would include the additional time and expense that has been involved in this transaction.

Very truly yours,


Dwight L. Koerber, Jr.

DLK/sw

Enclosures

cc: Mr. Robert G. Prisk

JAMES A. NADDEO & ASSOCIATES

ATTORNEYS AT LAW

211 1/2 EAST LOCUST STREET

MARINO BUILDING

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

JAMES A. NADDEO
ASSOCIATES
CHRIS A. PENTZ
MARK A. FALVO

TELEPHONE
(814) 765 - 1601
TELECOPIER
(814) 765 - 8142

August 13, 1997

Dwight L. Koerber, Jr.
Kiner, Koerber & Kirk, P.C.
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Re: Errigo to Prisk

Dear Skip:

I have reviewed your Sales Agreement and have two (2) comments:

a. I believe Paragraph 3 is incorrect. It was my understanding that a balloon payment was to be made at the expiration of three (3) years rather than nine (9) years.

b. I think Paragraph 6 substantially embodies our understanding, but I would want some clarification. I will attempt to obtain a corrective deed from Howes Leather but if that endeavor proves to be unsuccessful, the problem must be resolved by Mr. Prisk at his expense. That expense will include surveying costs, subdivision approvals and/or the cost of any quiet title action, etc.

Subject to the foregoing comments, we can close at your client's convenience.

Sincerely,

James A. Naddeo

JAN/jaw
cc: Mr. Jack Errigo (w/enc.)

AUG 19 1997

KRINER, KOERBER & KIRK, P.C.

ATTORNEYS-AT-LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE (814) 765-9611

FAX (814) 765-9503

August 18, 1997

WILLIAM C. KRINER
DWIGHT L. KOERBER, JR.
ALAN F. KIRK

COUNSEL TO THE FIRM
WILLIAM T. DAVIS

James A. Naddeo, Esquire
JAMES A. NADDEO & ASSOCIATES
211 1/2 East Locust Street
P. O. Box 552
Clearfield, PA 16830

RE: ERRIGO to PRISK

Dear Jim:

In response to your letter of August 13, 1997, I would state as follows:

1. It was an inadvertent oversight on my part, caused by the press of time, where the agreement indicated payoff in 9 years rather than 3 years. You are correct that the negotiated terms call for 3 years. I am enclosing herewith the original and one copy of the revised agreement to accommodate that change. Also enclosed is the proposed promissory note that there would be a balloon payment at the end of 3 years.

2. With respect to the meaning of paragraph 6, I concur in your understanding. I have not yet, however, had a chance to meet with my client on this topic because I was away on vacation last week.

3. Also enclosed is a copy of the mortgage that we had prepared, as my secretary prepared this under the assumption that the buyer would do so. I thought it would be easier for you to do so because you would have the legal description in place. In any event, all we need is the legal description to complete the mortgage.

4. With respect to the taxes, we show the county and borough taxes in the amount of \$97.29 and \$212.27 as being paid, with the school taxes being unpaid showing the discount amount of \$473.89 being due (\$483.56 face value).

I will be in touch with you in the very near future concerning a settlement date.

Very truly yours,

Dwight L. Koerber, Jr.

DLK/sw
Enclosures
cc: Mr. Robert G. Prisk

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AFFIDAVIT No. 30109

THIS INDENTURE

MADE the 12th day of August, 1998, by and
between HONES LEATHER CORPORATION, a Pennsylvania business
corporation with its office and place of business at 101 Meadow
Street, Curwensville, Clearfield County, Pennsylvania 16833,
hereinafter called "GRANTOR"

A N D

JOHN J. ERRIGO, JR., an individual who resides at R.D. #1
Curwensville, Clearfield County, Pennsylvania 16833, hereinafter
called "GRANTEE."

Witnesseth, that in consideration of the sum of One Dollar
and no/100 (\$1.00), receipt whereof is hereby acknowledged, the
said Grantor does hereby release and quit claim to the said
Grantee, his heirs and assigns

ALL that certain parcel of land lying in Curwensville Borough,
Clearfield County, Pennsylvania, and being more particularly
described as follows:

BEGINNING at a point on the building where it
intersects with the western line of Howes
Leather Company, Inc., as was conveyed to it
by Deed Book 1342, page 334, said point being
South nineteen (19°) degrees nineteen (19)
minutes zero (00") seconds West fifty-five
and seventy hundredths (55.70) feet from a
spike set at the corner of Howes Leather
Company, Inc., with John J. Errigo, Jr., as

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was conveyed to him by Deed Book 1562, page 211, said point being the northern most corner of the land herein conveyed and running: thence along the building and through Howes Leather Company, Inc. South five (5°) degrees eighteen (18') minutes eighteen (18") seconds West twenty-three and forty-seven hundredths (23.47) feet to the corner of the building; thence along the building and through Howes Leather Company, Inc., North eighty-four (84°) degrees forty-one (41') minutes forty-two (42") seconds West five and eight-six hundredths (5.86) feet to a point on the eastern line of John J. Errigo, Jr., as was conveyed to him by Deed Book 1562, page 211; thence along John J. Errigo, Jr., North nineteen (19°) degrees nineteen (19') minutes zero (00") seconds East twenty-four and nineteen hundredths (24.19) feet to a point and place of beginning.

Containing 68.75 square feet as shown on map prepared by Curry and Associates dated August 14, 1995, and revised April 10, 1998, a copy of which is attached hereto as Exhibit "A."

AND BEING a portion of the same premises conveyed to Howes Leather Company, Inc., by deed dated May 16, 1990, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed and Record Book 1342, page 334; and being a portion of the same premises conveyed to Howes Leather Corporation, by deed dated March 31, 1996, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed and Record Book 1760, page 92.

This Deed is made under and by virtue of
Resolution of the Board of Directors of the
Grantor duly passed at a regular meeting

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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

: SS.

:

On this 12th day of August, 1998, before me a
Notary Public the undersigned officer, personally appeared
Prasad V. Inganti, who acknowledged himself to be the
President of Howes Leather Corporation, a corporation,
and that he as such President, being authorized to
do so, executed the foregoing instrument for the purposes therein
contained by signing the name of the corporation by himself as
President.

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

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



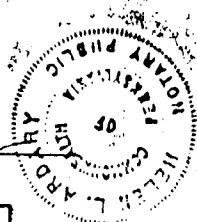
Karen L. Starck

Karen L. Starck
Recorder of Deeds

Helen L. Ardary

Notary Public

Notarial Seal
Helen L. Ardary, Notary Public
Curwensville Boro, Clearfield County
Commission Expires April 23, 2001



8-25-98

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:28 PM
BY Karen L. Starck
FEES 12.50
Karen L. Starck, Recorder

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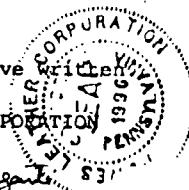
thereof, held on the 23rd day of
JULY, 1998, a full quorum
being present, authorizing and directing the
same to be done.

IN WITNESS WHEREOF, The said grantor has
caused its common and corporate seal to be
affixed to these presents by the hand of its
President, and the same to be duly attested
by its Secretary.

Dated the day and year first above written

ATTEST:

HOWES LEATHER CORPORATION



Frank V. Dragone

Frank V. Dragone

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee
herein is John J. Errigo, Jr., R.D. #1, Curwensville,
Pennsylvania 16833.

James O. Padden
for Grantee

vol 1962, page 531

of Record 8-25 1980 3:25 PM Karen L. Starck, Recorder

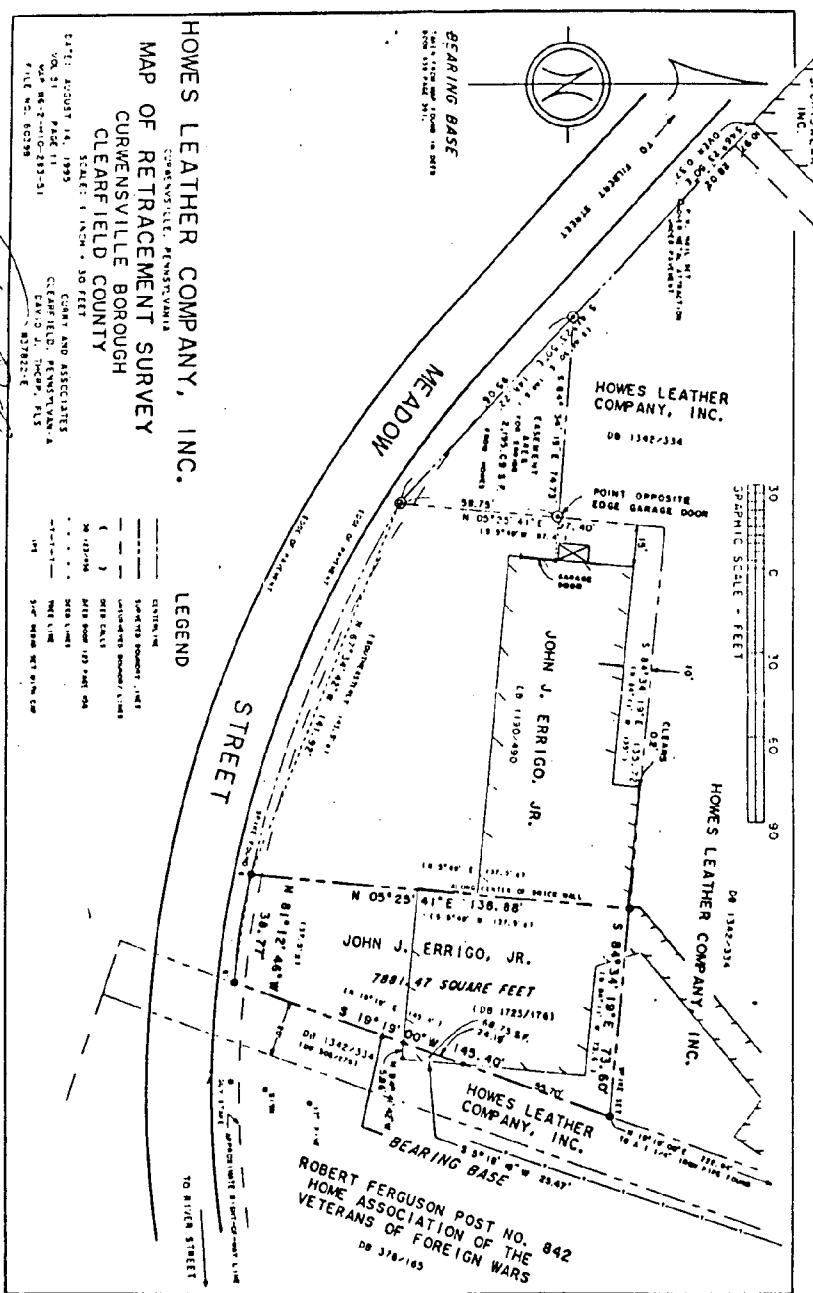
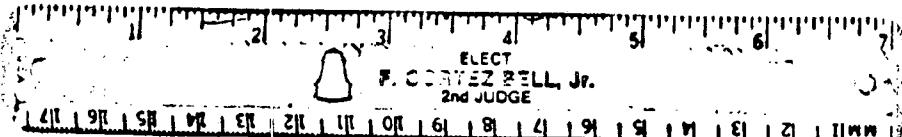


Exhibit "A"



EASEMENT

HOWES LEATHER CORPORATION, a Pennsylvania business corporation with its office and place of business at 101 Meadow Street, Curwensville, Clearfield County, Pennsylvania 16833 hereinafter referred to as "GRANTOR", in consideration of One and no/100 (\$1.00) and intending to be legally bound, does grant, sell and convey unto JOHN J. ERRIGO, JR., an individual who resides at R.D. #1, Curwensville, Clearfield County, Pennsylvania 16833, hereinafter referred to as "GRANTEE", a perpetual easement and right-of-way upon and across the following described property of the Grantor.

1. The easement and right-of-way hereby conveyed is all that certain tract or parcel of land more particularly described as follows:

ALL that parcel of land lying 100 yards west of the intersection of River Street with Meadow Street in Curwensville Borough, Clearfield County, Pennsylvania, and being more particularly described as follows, to wit:

BEGINNING at a point at the southwest corner of John J. Errigo, Jr., as was conveyed to him by Deed Book 1190, page 490, said point being on the northerly right-of-way line of Meadow Street and at the southeast corner of the parcel herein conveyed and running: thence North forty-six (46°) degrees twenty-three (23') minutes fifty (50") seconds West for a distance of ninety-five and six hundredths (95.06) feet along the northerly right-of-way line of Meadow Street to a point; thence South eighty-four (84°) degrees thirty-four (34') minutes nineteen (19") seconds East for a distance of seventy-four and seventy-three hundredths (74.73) feet through Howes Leather Company, Inc., for a new line to a point

VOL 1962 PAGE 533

opposite the northerly edge of the garage door located on the building owned by John J. Errigo, Jr.; thence South five (05°) degrees twenty-five (25') minutes forty-one (41") seconds West for a distance of fifty-eight and seventy-five hundredths (58.75) feet along John J. Errigo, Jr., to a point and place of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 2,195.09 square feet and described as the "easement area" as shown on map prepared by Curry and Associates dated August 14, 1995 and revised April 10, 1998, hereto attached as Exhibit "A."

AND BEING a portion of the same premises conveyed to Howes Leather Company, Inc., by deed dated May 16, 1990, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed and Record Book 1342, page 334; and being a portion of the same premises conveyed to Howes Leather Corporation, by deed dated March 31, 1996, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed and Record Book 1760, page 92.

2. The right-of-way, easement, rights, and privileges herein granted shall be used only for the purpose of ingress and egress from the door located on the western side of the garage door of the Grantee to Meadow Street. This easement shall be limited to access and shall not include parking or the storage or placement of equipment or property within the easement herein conveyed.

3. The easement, rights, and privileges granted herein are non-exclusive. Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

vol 1962 PAGE 534

4. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement.

5. Grantor hereby binds itself, and its successors and assigns, to warrant and defend the above described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

6. This instrument shall be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 12th day of

Aug 1998.

ATTEST:

HOWES LEATHER CORPORATION

Daniel P. D'Amato

By Prasad V. Maganti

GRANTOR

Entered of Record 8-25-1996 3:27 PM Karen L. Starck, Rec'd:

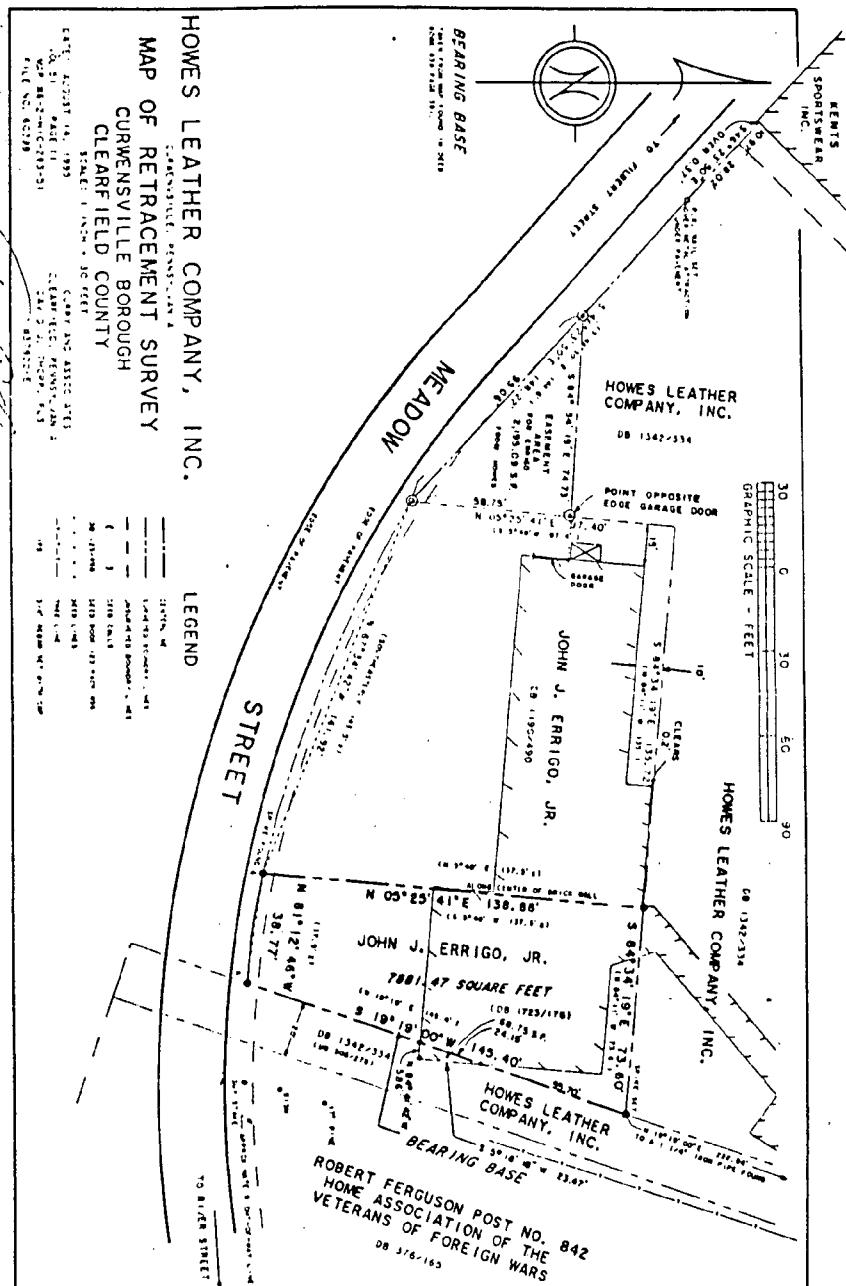


Exhibit "A"

41
ELECT
F. C. WEEZ FELL, Jr.
2nd JUDGE

vol 19 no 2 page 536

VOL 1962 PAGE 535

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF CLEARFIELD

On this, the 17th day of August, 1998,
before me the undersigned, personally appeared Prasad V. Inganti
who acknowledges himself to be the President of Howes
Leather Corporation, and as such acknowledged that he
executed the same for the purpose therein contained.

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

Helen L. Ardary
Notary Public

Notarial Seal
Helen L. Ardary, Notary Public
Curwensville Boro, Clearfield County
My Commission Expires April 23, 2001

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds



8-2548
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:29 pm
BY Karen L. Starck
FEES 17.50
Karen L. Starck, Recorder

SEWER EASEMENT RIGHT-OF-WAY

THIS AGREEMENT by and between JOHN J. ERRIGO, JR., an individual who resides at R.D. #1, Curwensville, Clearfield County, Pennsylvania 16833, hereinafter referred to as "GRANTOR" and HOWES LEATHER CORPORATION, a Pennsylvania business corporation with its office and place of business at 101 Meadow Street, Curwensville, Clearfield County, Pennsylvania 16833, hereinafter referred to as "GRANTEE."

WHEREAS, Grantor is the owner of premises situate in Curwensville Borough, Clearfield County, Pennsylvania, which adjoins premises of Grantee; and

WHEREAS, a prior Grantor of Grantor and Grantee installed sanitary sewer lines in, upon and under the premises of both Grantor and Grantee;

AND WHEREAS, it is the intention of this Easement Agreement to ratify and confirm the actions of the prior Grantor and to grant and convey to Grantee herein the right to construct, reconstruct, repair, and maintain the sanitary sewer line in, upon and under the lands of Grantor herein.

NOW THEREFORE, in consideration of the sum of One Dollar and no/100 (\$1.00) and intending to be legally bound, the parties agree as follows:

1. Grantor conveys to the Grantee an easement and right-of-way twenty (20) feet in with (ten [10] feet on each side of the sanitary sewer lines) for sanitary sewer lines which are located in, upon and under lands conveyed to him in certain deeds dated October 30, 1987, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1190, page 490; and deeds dated September 24, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1562, page 211, as corrected by deed dated the ____ day of _____, 1995, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1723, page 176.

2. The right-of-way, easement, rights, and privileges herein granted shall be only for the purpose of ingress and egress to operate, maintain, repair, construct, and reconstruct the private sanitary sewer lines in their present location.

3. Grantee agrees that after performing such activities necessary to maintain, repair, construct or reconstruct the sanitary sewer lines, it will restore the property of the

Grantor to its condition prior to the aforesaid activities of Grantee.

4. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement.

5. Grantor hereby binds itself, and its successors and assigns, to warrant and defend the above described right-of-way and rights unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

6. This instrument shall be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 11th
day of August, 1998.

WITNESS:


John J. Erbigo, Jr., Grantor

vol 1962 pg 540

COMMONWEALTH OF PENNSYLVANIA

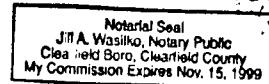
COUNTY OF CLEARFIELD

: ss.

On this, the 11th day of August, 1998,
before me the undersigned, personally appeared JOHN J. ERRIGO,
JR., known to me or satisfactorily proven to be the person whose
name is subscribed to the instrument, and acknowledged that he
executed the same for the purpose therein contained.

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

Jill A. Wasilko
Notary Public



I hereby certify that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Stark

Karen L. Stark

8-15-98
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 7:30 AM
BY Jill A. Wasilko
FEE 7.50
Karen L. Stark, Recorder

Entered of Record 8-25-1991 3:30 PM Karen L Starck, Rec'd

vol 1962 issue 541

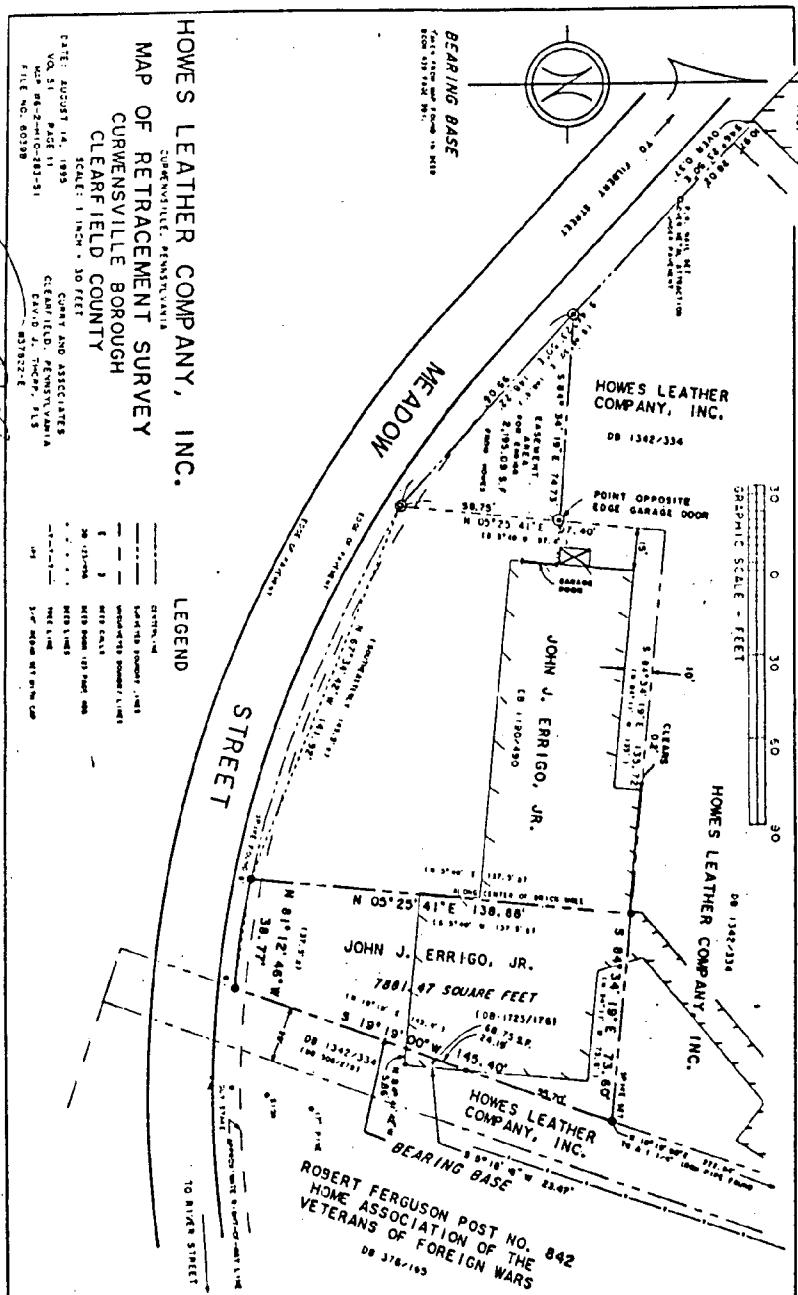


Exhibit "A"

A black and white photograph of a campaign button. The button is circular with a central bell-shaped emblem. Above the bell, the word "ELECT" is printed in capital letters. Below the bell, the text "F. CORTEZ BELL, JR." is printed in a larger font, with "2nd JUDGE" printed in a smaller font directly beneath it. The button is set against a background of a ruler marked from 1 to 6 inches.

Law Office
DWIGHT L. KOERBER, JR.
ATTORNEY - AT - LAW
110 NORTH SECOND STREET
P. O. Box 1320
CLEARFIELD, PENNSYLVANIA 16830

MAR. 11, 1999

TELEPHONE (814) 765-9611

FAX (814) 765-9503

March 10, 1999

James A. Naddeo, Esquire
JAMES A. NADDEO & ASSOCIATES
211½ East Locust Street
P. O. Box 552
Clearfield, PA 16830

RE: PRISK/ERRIGO MATTER

Dear Jim:

The matter that has delayed me in moving forward in this case is accounting for the past payments that have been made and coming up with an appropriate Promissory Note to cover what the original deal was.

Enclosed herewith is a Promissory Note that I believe properly reflects the terms of the understanding between the parties. Because we were uncertain as to how the payment arrangement would be amortized, we called County National Bank and asked what the monthly payments would be on a \$90,000.00 loan amortized over three years at 9% interest. This in turn produced a break down that is shown as follows:

\$90,000 @ 9% for 3 years = \$2,861.98 per month.

\$2,861.98 x 36 payments = \$103,031.28.

35 monthly payments x \$1,000 = \$35,000 (note that 18 payments of \$1,000 each have been made at present).

\$103,031.28
- <u>35,000.00</u>
\$ 68,031.28 (balloon payment due for 36th payment, due 9/2000)

Enclosed herewith is a Promissory Note that implements what I believe the parties had in mind. The key issue we are dealing with is what the balloon pay off would be under the terms negotiated, at the time the note is satisfied. According to our calculations, when the three year period of time is completed, the amount that would be owed at that time would be \$68,031.28.

Page 2

James A. Naddeo, Esquire
March 10, 1999

This is in harmony with the language that County National Bank would use.

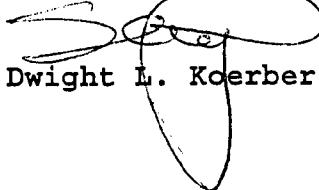
If the enclosed Note is acceptable to you, I would like to set up a date for settlement. For settlement, we would need to have the deed conveying the property to Mr. Prisk and would also need the mortgage.

I know that your clerical support has been backed up somewhat. If you would prefer for us to prepare both the deed and the mortgage, please advise and we will do so.

The settlement statement should be quite simple, as there is no proration of real estate taxes because Mr. Prisk has been paying them. Accordingly, all we would have to do is to divide equally the realty transfer tax. Since the purchase price was \$100,000, and since that is the consideration that would be shown on the deed, at the time of settlement we would need to have \$1,000.00 paid by Mr. Errigo. As an alternative, we could have that deducted from the next monthly payment that would be due and owing.

Please advise of whether your client is prepared to move to settlement in accordance with the terms outlined in this letter.

Very truly yours,


Dwight L. Koerber, Jr.

Enclosure: Promissory Note
cc: Mr. Robert G. Prisk
DLK/jsr

JAMES A. NADDEO
ATTORNEY AT LAW
211½ EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE
LINDA C. LEWIS

April 19, 1999

TELEPHONE
(814) 765-1601
TELECOPIER
(814) 765-8142

Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

RE: Errigo/Prisk Matter

Dear Skip:

You have me lost concerning the status of this transaction. By letter dated March 10, 1999 you indicated that your client wished to proceed in accordance with the original bargain. Your letter of April 8, 1999 implies that you are pursuing private financing. These positions appear to be somewhat inconsistent. In the meantime Mr. Prisk is in default on his payments. He has failed to make his monthly installment payments for January, February and March. In April he gave my client payment for January.

At this point I consider any relationship between our clients to be voided by Mr. Prisk's default. My client will sell the property to Mr. Prisk at the agreed price provided he tenders payment for the balance due in full within thirty days from the date of this letter. If he fails to do so, suit will be filed to eject him from the property. My client is prepared to give Mr. Prisk credit toward the purchase price of the property for all installment payments made to date. Otherwise, my client has no interest in personally financing this transaction. Mr. Prisk has proved to be a questionable credit risk from the inception of the parties' agreement.

Sincerely,

James A. Naddeo

JAN/lcl

cc: John J. Errigo, Jr.

JAMES A. NADDEO
ATTORNEY AT LAW
211½ EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE
LINDA C. LEWIS

TELEPHONE
(814) 765-1601
TELECOPIER
(814) 765-8142

September 26, 2000

Dwight L. Koerber, Jr., Esquire
110 North Second street
PO Box 1320
Clearfield, PA 16830

Re: Errigo / Prisk Matter

Dear Skip:

It appears as though we will have to revisit the above-captioned transaction. Mr. Prisk is six months behind on his payments. A balloon payment in the amount of \$68,031.38 is due this month. It is unlikely that it will be paid.

Mr. Errigo has authorized me to make the following proposal to your client:

1. Mr. Errigo will grant a 30-day extension to October 31, 2000, provided Mr. Prisk cures the delinquency and procures financing to make the balloon payment.
2. Should Mr. Prisk accept this proposal and fail to perform by October 31, 2000, he will voluntarily vacate the property no later than October 31st.
3. Mr. Prisk must accept or reject this proposal by close of business, Friday, September 29, 2000. Failure to accept the proposal will result in immediate legal action.

Dwight L. Koerber, Jr., Esquire
September 26, 2000
Page 2

I hope that we can resolve this matter.

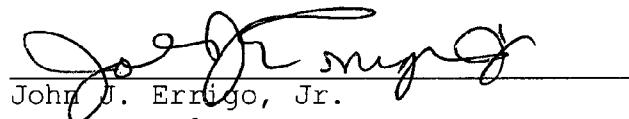
Sincerely,

James A. Naddeo

JAN:srw
cc: Mr. John J. Errigo, Jr.

COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared JOHN J. ERRIGO, JR., who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


John J. Errigo, Jr.

SWORN and SUBSCRIBED before me this 17th day of January, 2001.



Notarial Seal Linda C. Lewis, Notary Public Clearfield Boro, Clearfield County My Commission Expires July 25, 2003

FILED

Jan 17 2001
O/3371 Atty Naddeo
William A. Naddeo
Pittsburgh
Pd \$80.00
LCC Sherry

Lap over margin

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10605

ERRIGO, JOHN J. JR.

01-89-CD

VS.

PRISK, ROBERT G.

COMPLAINT IN EJECTMENT

SHERIFF RETURNS

NOW JANUARY 22, 2001 AT 2:01 PM EST SERVED THE WITHIN COMPLAINT IN EJECTMENT ON ROBERT G. PRISK, DEFENDANT AT RESIDENCE, 440 SCHOFIELD ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT G. PRISK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
21.46	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

JAN 29 2001
010:53 am
William A. Shaw
Prothonotary

Sworn to Before Me This

22th Day Of January 2001
William A. Shaw

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

Ges

So Answers,

*Chester A. Hawkins
by Marly Harry*
Chester A. Hawkins
Sheriff

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

JOHN J. ERRIGO, JR.,

*

Plaintiff,

*

v.

*

No. 01-89-CD

ROBERT G. PRISK,

*

Defendant.

*

* Type of Pleading:

* Certificate of Service

*

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

*

* James A. Naddeo, Esq.
Pa I.D. 06820

*

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

FEB 12 2001

William A. Shaw
Prothonotary

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

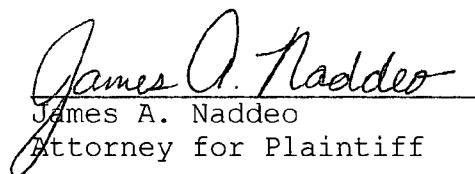
JOHN J. ERRIGO, JR., *
*
Plaintiff, *
*
v. * No. 01-89-CD
*
ROBERT G. PRISK, *
*
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a copy of Notice of Default in the above-captioned action was served on the following persons and in the following manner on the 12th day of February, 2001:

First-Class Mail, Postage Prepaid

Robert G. Prisk
440 Schofield Street
Curwensville, PA 16833


James A. Naddeo
Attorney for Plaintiff

FILED

FFB 12/2001
Q340/1CC City
William A. Shaw, *Prothono^{er}*
Prothono^{er}

Lap over margin

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

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

JOHN J. ERRIGO, JR.,
Plaintiff,

v.

ROBERT G. PRISK,
Defendant.

* No. 01-89-CD

* Type of Pleading:

* Praeclipe for Default
Judgment

* Filed on behalf of:
Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
Pa I.D. 06820

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

MAR 15 2001

William A. Shaw
Prothonotary

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

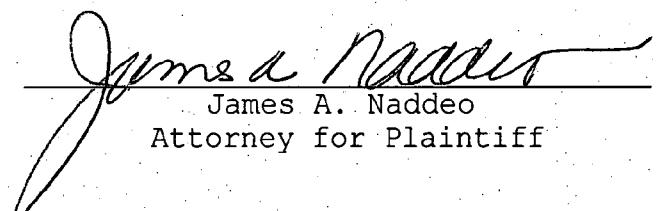
JOHN J. ERRIGO, JR., *
Plaintiff, *
*
v. * No. 01-89-CD
*
ROBERT G. PRISK, *
Defendant. *

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiff, John J. Errigo, Jr., and against defendant, Robert G. Prisk, for his failure to plead to the complaint in this action within the required time. The complaint contains a notice to defend within twenty (20) days from the date of service thereof. Defendant, Robert G. Prisk, was served with the Complaint on January 22, 2001 and his answer was due to be filed on February 12, 2001.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment as well as copy of Certificate of Service marked Exhibit "B" showing the date of service of the Default Judgment which I certify was mailed by regular mail to the Defendant on February 12, 2001, which is at least ten days prior to the filing of this Praecipe.


James A. Naddeo
Attorney for Plaintiff

mailed
2/12/01

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

JOHN J. ERRIGO, JR.,

*

Plaintiff,

*

v.

* No. 01-89-CD

ROBERT G. PRISK,

*

Defendant.

*

To: Robert G. Prisk

Date of Notice: February 12, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN 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 JUDGMENT MAY BE ENTERED 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
230 East Market Street
Clearfield, PA 16830
814-765-2641

James A. Naddeo
James A. Naddeo
211½ E. Locust Street, Box 552
Clearfield, PA 16830
(814) 765-1601

EXHIBIT "A"

1/12/01
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JOHN J. ERRIGO, JR.,

*

*

Plaintiff,

*

v.

* No. 01-89-CD

*

ROBERT G. PRISK,

*

*

Defendant.

*

*

*

* Type of Pleading:

*

* Certificate of Service

*

*

*

* Filed on behalf of:

*

Plaintiff

*

*

* Counsel of Record for
this party:

*

*

* James A. Naddeo, Esq.
Pa I.D. 06820

*

*

* 211 1/2 E. Locust Street

*

P.O. Box 552

*

Clearfield, PA 16830

*

(814) 765-1601

EXHIBIT "B"

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

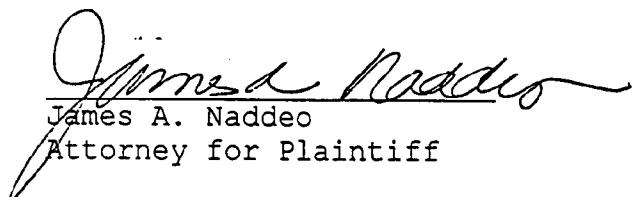
JOHN J. ERRIGO, JR., *
*
Plaintiff, *
*
v. * No. 01-89-CD
*
ROBERT G. PRISK, *
*
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a copy of Notice of Default in the above-captioned action was served on the following persons and in the following manner on the 12th day of February, 2001:

First-Class Mail, Postage Prepaid

Robert G. Prisk
440 Schofield Street
Curwensville, PA 16833


James A. Naddeo
Attorney for Plaintiff

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

JOHN J. ERRIGO, JR.,

*

Plaintiff,

*

v.

*

ROBERT G. PRISK,

*

Defendant.

*

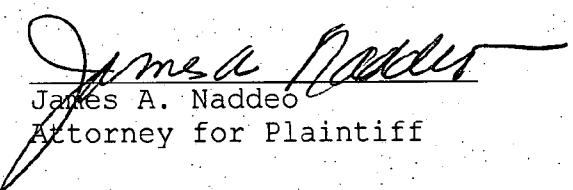
* No. 01-89-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a copy of Praeclipe for Default Judgment filed in the above-captioned action was served on the following persons and in the following manner on the 15th day of March, 2001:

First-Class Mail, Postage Prepaid

Robert G. Prisk
440 Schofield Street
Curwensville, PA 16833


James A. Naddeo
Attorney for Plaintiff

FILED
MAR 15 2001
MARIANNE A. SHAW
CLEARFIELD COUNTY PROSECUTOR
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830
Statement of Credit
Lockwood

Leave over margin

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

COPY

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

JOHN J. ERRIGO, JR., *
Plaintiff, *
*
v. * No. 01-89-CD
*
ROBERT G. PRISK, *
Defendant. *

NOTICE

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$75,201.28 with interest and costs. Judgment is also given for possession of the subject premises.

PROTHONOTARY

By William L. Shaffer

15

COPY

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

John J. Errigo Jr.
Plaintiff(s)

No.: 2001-00089-CD

Real Debt: \$75,201.28

Atty's Comm:

Vs.

Costs: \$

Int. From:

Robert G. Prisk
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 15, 2001

Expires: March 15, 2006

Certified from the record this 15th of March, 2001

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
STATEMENT OF JUDGMENT

John J. Errigo Jr.
Plaintiff(s)

No.: 2001-00089-CD

Real Debt: \$75,201.28

Atty's Comm:

Vs.

Costs: \$

Int. From:

Robert G. Prisk
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 15, 2001

Expires: March 15, 2006

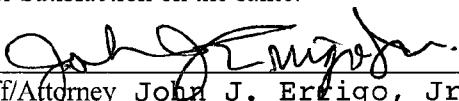
Certified from the record this 15th of March, 2001



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on July 26, 2001 of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney John J. Errigo, Jr.

FILED

JUL 26 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Copy 7

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-00089-CD

John J. Errigo Jr.

Debt: \$75,201.28

Vs.

Atty's Comm.:

Robert G. Prisk

Interest From:

Cost: \$7.00

NOW, Thursday, July 26, 2001, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 26th day of July, A.D. 2001.



Prothonotary

FILED

JUL 26 2001

O/10:46
Cathy Koenber
William A. Shaw
Prothonotary

pd \$1.00

St. Satis. to Atty Koenber
JES