

01-232-CD
LEZZER CASH & CARRY OF -vs- MONROE HEIGHTS DEVELOPMENT
CURWENSVILLE, INC. CORPORATION, INC.

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

LEZZER CASH & CARRY OF
CURWENSVILLE, INC.,
A Pennsylvania Corporation,
Plaintiff,

V.

MONROE HEIGHTS DEVELOPMENT
CORPORATION, INC.,
t/d/b/a MICROTель INN
& SUITES,
Defendants.

Defendants.

No. 00-232 - CD

Type of Pleading:

Complaint

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

© 2001

W. J. & S. Shaw
Frocktails

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

LEZZER CASH & CARRY OF *
CURWENSVILLE, INC., *
A Pennsylvania Corporation, *
Plaintiff, *
*
v. * No. 00 - - CD
*
MONROE HEIGHTS DEVELOPMENT *
CORPORATION, INC., *
t/d/b/a MICROTTEL INN *
& SUITES, *
Defendants. *

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

LEZZER CASH & CARRY OF *
CURWENSVILLE, INC., *
A Pennsylvania Corporation, *
Plaintiff, *
*
v. * No. 00 - - CD
*
MONROE HEIGHTS DEVELOPMENT *
CORPORATION, INC., *
t/d/b/a MICROTель INN *
& SUITES, *
Defendants. *

COMPLAINT

NOW COMES the Plaintiff, Lezzer Cash & Carry of Curwensville, Inc., and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Lezzer Cash & Carry of Curwensville, Inc., a Pennsylvania corporation, whose principal place of business is Schofield Street, Curwensville, Pennsylvania 16833.
2. That the Defendant is Monroe Heights Development Corporation, a Pennsylvania corporation, trading and doing business as Microtel Inn & Suites, of 129 Dolby Street, Clarion, Pennsylvania 16214.
3. That beginning on August 29, 2000 and continuing on a regular basis until January 31, 2001, Defendant purchased goods and merchandise from Plaintiff.

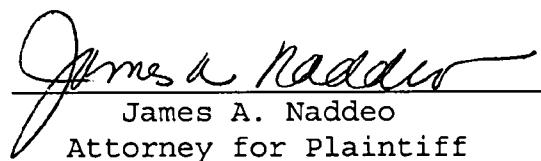
4. During the time of Defendant's purchases, Plaintiff maintained books of account, keeping an accurate and running account of all debts and credits for the sale of goods and merchandise to Defendant.

5. That on or about February 1, 2001, Plaintiff submitted to Defendant a written account accurately showing all debits and credits for its transactions with defendant. A copy of the written account is attached hereto as Exhibit "A"

6. That on that date, Defendant agreed with Plaintiff that the account was true and correct and that Defendant was indebted to Plaintiff in the sum of \$52,377.03, the amount shown in the account as owing.

7. That although demand has been made, Defendant has failed to pay all or any part of the sum due and there is presently owing and due to the Plaintiff the sum of \$52,377.03 with interest thereon from February 1, 2001.

WHEREFORE, Plaintiff claims damages from the Defendant in the amount of \$52,377.03 with costs and interest thereon from February 1, 2001.



James A. Naddeo
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CLEARFIELD

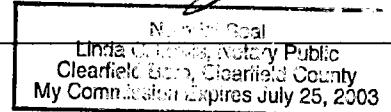
Before me, the undersigned officer, personally appeared MICHAEL F. LEZZER, who being duly sworn according to law, deposes and says that he is the President of Lezzer Cash & Carry of Curwensville, Inc. and that as such officer, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

LEZZER CASH & CARRY OF
CURWENSVILLE, INC.

Michael F. Lezzer
Michael F. Lezzer

SWORN and SUBSCRIBED before me this 16th day of February, 2006.

Linda C. Davis



CUSTOMER	STATEMENT DATE	PAGE
12265230 102100	02/01/01	1

STATEMENT

REMIT TO:



LUMBER AND BUILDING MATERIALS CENTERS

LEZZER CASH & CARRY
P. O. BOX 217
CURWENSVILLE, PA 16833

TO:

MONROE HEIGHTS DEV. CORP
129 DOLBY ST.

AMOUNT
REMITTED: \$

PLEASE RETURN THIS TOP PORTION WITH YOUR PAYMENT.

CLARION, PA 16214

TRANSACTION NUMBER	STORE	TRANSACTION DATE	TRANS. TYPE	AMOUNT	DUE DATE	INVOICE AGING				PLEASE CHECK ITEMS BEING PAID
						C/P	30	60	90	
13101	1	01/31/01	FC	730.84		*				

A FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS AN ANNUAL RATE OF 18% WILL BE ASSESSED ON ALL PAST DUE ACCOUNTS WITH A MINIMUM FINANCE CHARGE OF \$1.00. TERMS ARE NET 30 DAYS.

PREVIOUS BALANCE	CURRENT CHARGES / CREDITS	CURRENT PAYMENTS			FINANCE CHARGE	NEW BALANCE AMOUNT DUE
51646.19	0.00	0.00			730.84	52377.03
CURRENT	31-60 DAYS	61-90 DAYS	91-120 DAYS	121 DAYS & OVER	ACCUMULATED LATE CHARGES (MEMO ONLY)	OFFICE
730.84	730.84	730.84	730.84	49453.67		

EXHIBIT "A"



LUMBER AND BUILDING MATERIALS CENTERS

Schofield Street
CURWENSVILLE, PA 16833
(814) 236-0220

Shaffer Road
DuBOIS, PA 15801
(814) 371-9311

1260 Wayne Ave.
INDIANA, PA 15701
(724) 348-2281

777 E. Butler Rd.
BUTLER, PA 16001
(724) 282-3100



194 Chad Road
PENNSDALE, PA 17756
(570) 546-8026

Industrial Drive
GROVE CITY, PA 16127
(724) 455-5501

Cranberry Mall
CRANBERRY, PA 16319
(814) 677-7422

LEZZER TRUSS SYSTEMS, INC.
Bellor Drive
CURWENSVILLE, PA 16833
(814) 236-0979

LEZZER COMMERCIAL DOORS OF WMPT, INC.
739 Grace Street
WILLIAMSPORT, PA 17701
(570) 323-9889

LEZZER COMMERCIAL DOORS, INC.
Schofield Street
CURWENSVILLE, PA 16833
(814) 236-0220

TYPE OF TRANSACTION

CHARGE SALE

REPRINT

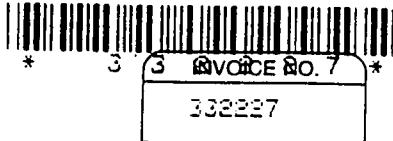
Page: 3

LOCATION
COMMERCIAL DOOR

SOLD
TO:

MUNROE HEIGHTS DEV. CORP 814 226-5230

SHIP TO:



CUST CODE	SEQ. NO.	TIME
12265230		10:58

TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRIT. BY	OPER. NO.	
332227	082900	10	99	21	081201	

DATE DELV'D	LOADER

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
14114		MICROTEL		-0	CHRIS MC GARRY

ITEM NO.	✓	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
DC7601AL		6	6	6EA F19R X KIL LSLK			
LCD		16	16	DORMA CLOSER 7601PA X SN1 X AL	6.000	0.000EA	0.00
LCD		1	1	321CN X 36" SWEEP	16.000	0.000EA	0.00
				DOOR TRIM	1.000	0.000EA	0.00
				187EA 409 STOP			
				84EA 605 EDGE GUARD			
				84EA 29007 DOOR GUARD			
				84EA 94011 VIEWER			

PAST DUE

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER, HOWEVER, WE ARE NOT
TABLE FOR IMPROPER LOADING DAMAGE.

Freight Amt: 0.00

Miss Chrg Amt:

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
45364.93	6.000	2757.50	48722.83

I CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS
CHECKED UP WITHIN 10 DAYS OF INVOICE DATE. All merchandise must be checked
when received. No claims for shortages will be allowed after 24 hours of delivery. Material
turned in good condition will be credited, but subject to a 20% charge to cover cost of handling.
MATERIAL MAY BE RETURNED AFTER 30 DAYS. Parties receiving an estimate will please
examine the same carefully as we agree to furnish only the articles herein. Errors in extensions,
missions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH = APR
% will be added to any unpaid balance past 30 days.

OPEN AMOUNT DUE:
I RECEIVED THE
ABOVE MATERIAL
IN GOOD CONDITION X

Schofield Street
CURWENSVILLE, PA 16833
(814) 236-0220

1260 Wayne Ave.
INDIANA, PA 15701
(724) 349-2281

Shaffer Road
DUBOIS, PA 15801
(814) 371-9311

777 E. Butler Rd.
BUTLER, PA 16001
(724) 282-3100



194 Chad Road
PENNSDALE, PA 17756
(570) 548-8026

Industrial Drive
GROVE CITY, PA 16127
(724) 458-5501

2350 E. College Ave.
STATE COLLEGE, PA 16801
(814) 237-3511

Cranberry Mall
CRANBERRY, PA 16319
(814) 677-7422

LEZZER TRUSS SYSTEMS, INC.
Ballor Drive
CURWENSVILLE, PA 16833
(814) 236-0979

LEZZER COMMERCIAL DOORS OF WMPT, INC.
739 Grace Street
WILLIAMSPORT, PA 17701
(570) 323-9889

LEZZER COMMERCIAL DOORS, INC.
Schofield Street
CURWENSVILLE, PA 16833
(814) 236-0220

TYPE OF TRANSACTION

CHARGE SALE

REPRINT

Page: 2

LOCATION

SOLD
TO:

SHIP TO:

MUNROE HEIGHTS DEV. CDRP 814 226-5230



CUST CODE	SEQ. NO.	TIME
12265230		10:58

TRANS. NO.	TRANS. DATE	STR. NO.	SMAN	WMA BY	OPER. NO.	
332227	082900	10	99	21	081201	

DATE DELV'D	LOADER

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
14114		MICROTEL		0	CHRIS MC GARRY

ITEM NO.	✓	QUAN. QBD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
SPREADER		36	36	TEMPORARY SPREADER BAR	36.000	0.000LF	0.00
LCD		6	6	PIERCE & DIMPLE ANCHOR PREP	6.000	0.000EA	0.00
LCD		48	48	TAPCON SCREWS	48.000	0.000EA	0.00
CR		6	6	CLOSER REINFORCEMENT	6.000	0.000EA	0.00
W464		6	6	STRIKE ASA FILLER	6.000	0.000EA	0.00
53EMA		48	48	5-3/4 EMA BUTTERFLIES	48.000	0.000EA	0.00
DBA		16	16	DRYWALL BASE ANCHOR	16.000	0.000EA	0.00
LCD		1	1	PRESSURE ANCHOR PREP	1.000	0.000EA	0.00
LCD		8	8	DEADBOLT STRIKE PREP	8.000	0.000EA	0.00
HARD		1	1	LOT OF HARDWARE CONSISTING OF	1.000	0.000EA	0.00
LCD		1	1	HINGES 30EA 1279 X 26D 18EA BB1279 X 26D 96EA AB700 X 26D 192EA 1250 X 26D	1.000	0.000EA	0.00
LCD		1	1	LOCKSETS 2EA B511 2EA B301 8EA B581 16EA B161 1EA G101 84EA G331 16EA D861M	1.000	0.000EA	0.00
LCD		1	1	EXIT DEVICES	1.000	0.000EA	0.00

PAST DUE

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER, HOWEVER, WE ARE NOT
LIABLE FOR IMPROPER LOADING DAMAGE.

WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS
PICKED UP WITHIN 10 DAYS OF INVOICE DATE. All merchandise must be checked
when received. No claims for shortages will be allowed after 24 hours of delivery. Material
returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.
NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. Parties receiving an estimate will please
examine the same carefully as we agree to furnish only the articles herein. Errors in extensions,
omissions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH = APR
18% will be added to any unpaid balance past 30 days.

SUB-TOTAL		TAX %	TAX AMOUNT	TOTAL

I RECEIVED THE
ABOVE MATERIAL
IN GOOD CONDITION X

Schofield Street
CURWENSVILLE, PA 16833
(814) 236-0220

Shaffer Road
DuBOIS, PA 15801
(814) 371-9311

1260 Wayne Ave.
INDIANA, PA 15701
(724) 349-2281

777 E. Butler Rd.
BUTLER, PA 16001
(724) 282-3100



194 Chad Road
PENNNSDALE, PA 17756
(570) 548-8026

2350 E. College Ave.
STATE COLLEGE, PA 16801
(814) 237-3511

Industrial Drive
GROVE CITY, PA 16127
(724) 458-5501

Cranberry Mall
CRANBERRY, PA 16319
(814) 677-7422

LEZZER TRUSS SYSTEMS, INC.
Bailor Drive
CURWENSVILLE, PA 16833
(814) 236-0979

LEZZER COMMERCIAL DOORS OF WMPT, INC.
739 Grace Street
WILLIAMSPORT, PA 17701
(570) 323-9889

LEZZER COMMERCIAL DOORS, INC.
Schofield Street
CURWENSVILLE, PA 16833
(814) 236-0220

TYPE OF TRANSACTION	LOCATION
CHARGE SALE	REPRINT

SOLD
TO:

SHIP TO:

MONROE HEIGHTS DEV. CORP 814 226-5230
129 DOLBY ST.

* 3 3 INVOICE NO. 7
338227

CLARION

PA 16214

CUST CODE	SEQ. NO.	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WRT. BY	OPER. NO.	DATE DELV'D	LOADER
12265230		10:58	338227	082300	10	99	21	281201		

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
14114		MICROTEL		0	CHRIS MC GARRY

ITEM NO.	✓	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
LCD		1	1	LEZZER COMMERCIAL DOOR	1.000	45364.930EA	45364.93
LCD		1	1	WOOD DOORS	1.000	0.000EA	0.00
HMF		1	1	203 EA PREFINISHED WALNUT HOLLOW METAL FRAME CONSISTING OF 2EA 3068 658 86EA 3068 658 8EA 3068 658 COMMUNICATING 1EA 3068 734 2EA 3068 558	1.000	0.000EA	0.00
HMF		1	1	HOLLOW METAL FRAME CONSISTING OF	1.000	0.000EA	0.00
F5330		7	7	F-16-4-5-3/4 3'0 HD HEADER	7.000	0.000EA	0.00
F5363		3	3	F-16-4-5-3/4 6'8 HJL JAMB	3.000	0.000EA	0.00
F5361		4	4	F-16-4-5-3/4 6'8 HJR JAMB	4.000	0.000EA	0.00
F5364A		3	3	F-16-4-5-3/4 6'8 SJL ASA JAMB	3.000	0.000EA	0.00
F5362A		4	4	F-16-4-5-3/4 6'8 SJR ASA JAMB	4.000	0.000EA	0.00
D5730		4	4	DW-16-4-5-7/8 3'0 HD HEADER	4.000	0.000EA	0.00
D5736		1	1	DW-16-4-5-7/8 3'6 HD HEADER	1.000	0.000EA	0.00
D5763		1	1	DW-16-4-5-7/8 6'8 HJL JAMB	1.000	0.000EA	0.00
D5761		3	3	DW-16-4-5-7/8 6'8 HJR JAMB	3.000	0.000EA	0.00
D5764A		1	1	DW-16-4-5-7/8 6'8 SJL ASA JAMB	1.000	0.000EA	0.00
D5762A		3	3	DW-16-4-5-7/8 6'8 SJR ASA JAMB	3.000	0.000EA	0.00
LCD		6	6	CUT DOWN FACE ON HEADER	6.000	0.000EA	0.00
LCD		11	11	FIRE LABELS	11.000	0.000EA	0.00
LCD		6	6	WELDED FRAME PREP	6.000	0.000EA	0.00

PAST DUE

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER, HOWEVER, WE ARE NOT
LIABLE FOR IMPROPER LOADING DAMAGE.

WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS
PICKED UP WITHIN 10 DAYS OF INVOICE DATE. All merchandise must be checked
when received. No claims for shortages will be allowed after 24 hours of delivery. Material
returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.
NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. Parties receiving an estimate will please
examine the same carefully as we agree to furnish only the articles herein. Errors in extensions,
missions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH = APR
8% will be added to any unpaid balance past 30 days.

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL

I RECEIVED THE
ABOVE MATERIAL
IN GOOD CONDITION X

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

— Lap over margin —

FILED

1CC

fed
FEB 11 1984

44y

44y pd
William A. Shaw
Prothonotary
8000

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10709

LEZGER CASH & CARRY OF CURWENSVILLE, INC.

01-232-CD

VS.

MONROE HEIGHTS DEVELOPMENT CORPORATION, INC. t/d/b/a MICROTE

COMPLAINT

SHERIFF RETURNS

NOW FEBRUARY 16, 2001 VERN SMITH, SHERIFF OF CLARION COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON MONROE HEIGHTS DEVELOPMENT CORPORATION T/D/B/A MICROTEL INN & SUITES, DEFENDANT.

NOW FEBRUARY 28, 2001 SERVED THE WITHIN COMPLAINT ON MONROE HEIGHTS DEVELOPMENT CORPORATION T/D/B/A MICROTEL INN & SUITES, DEFENDANT BY DEPUTIZING THE SHERIFF OF CLARION COUNTY. THE RETURN OF SHERIFF SMITH IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED JOHN HABJAN, OWNER.

Return Costs

Cost	Description
27.89	SHFF. HAWKINS PAID BY: ATTY.
33.70	SHFF. SMITH PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAR 08 2001
03:19 PM
William A. Shaw
Prothonotary

Sworn to Before Me This

8th Day of March 2001
William A. Shaw

So Answers,

Chester Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

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

AFFIDAVIT OF SERVICE

IN THE COURT OF COMMON PLEAS
OF CLARION COUNTY

LEZZER CASH & CARRY OF CURWENSVILLE, INC.

VERSUS

No. 232-2001

MONROE HEIGHTS DEVELOPMENT CORPORATION, INC. T/D/B/A MICROTEL INN
& SUITES

COMMONWEALTH of PENNSYLVANIA
COUNTY OF CLARION

SS#:

Before me, the undersigned, personally appeared

DEPUTY SCOTT FORINGER

who being duly sworn according to law, deposes and says that on
the 28TH of FEBRUARY, 2001 at 1:15PM

served the within COMPLAINT

on the within named MONROE HEIGHTS DEVELOPMENT CORPORATION, INC.
T/D/B/A MICROTEL INN & SUITES at THEIR place of

ROUTE 68 AND INTERSTATE 80, 151 HOTEL DRIVE, PO BOX 790, CLARION,
PA 16214

Clarion County, Pennsylvania, by making known the contents to
MONROE HEIGHTS DEVELOPMENT CORPORATION, INC. T/D/B/A MICROTEL INN
& SUITES

and handing to and leaving with JOHN HABJAN, OWNER the
certified copy of the within COMPLAINT received from
THE CLEARFIELD COUNTY SHERIFF'S OFFICE.

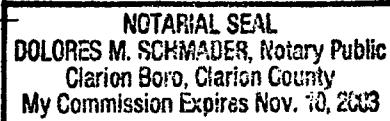
So Answers

Deputy

Sheriff of Clarion County

Sworn to and subscribed before me this

2nd day of March A.D. 2001
Dolores M. Schmader
Notary Public





**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LEZZER CASH & CARRY OF CURWENSVILLE INC

NO. 01-232-CD

VS

ACTION: COMPLAINT

MONROE HEIGHTS DEVELOPMENT CORPORATION
t/d/b/a

SERVE BY: 3/17/01

Or

HEARING DATE:

SERVE: MONROE HEIGHTS DEVELOPMENT CORPORATION t/d/b/a MICROTель INN & SUITES

ADDRESS: 129 Dolby St., Clarion, Pa.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depose the SHERIFF of CLARION COUNTY Pennsylvania to execute this writ.

This Deposition being made at the request and risk of the Plaintiff this 16th day of FEBRUARY 2001.

Respectfully,

Chester A. Hawkins
**CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY**

MAKE REFUND PAYABLE TO: JAMES A. NADDEO, Attorney

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

CERTIFIED TRUE AND CORRECT COPY

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

LEZZER CASH & CARRY OF
CURWENSVILLE, INC.,
A Pennsylvania Corporation,
Plaintiff,

v.

No. 01-232-CD

MONROE HEIGHTS DEVELOPMENT
CORPORATION, INC.,
t/d/b/a MICROTELL INN
& SUITES,
Defendant.

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

I hereby certify this to be a true and attested copy of the original statement made on this 22nd

MAR 23 2001

Attest

FILED

MAR 23 2001

William A. Shaw
Prothonotary

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

LEZZER CASH & CARRY OF *
CURWENSVILLE, INC., *
A Pennsylvania Corporation, *
Plaintiff, *
*
v. * No. 01-232-CD
*
MONROE HEIGHTS DEVELOPMENT *
CORPORATION, INC., *
t/d/b/a MICROTELL INN *
& SUITES, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Default in the above-captioned action was served on the following persons and in the following manner on the 23rd day of March, 2001:

First-Class Mail, Postage Prepaid

Monroe Heights Development Corporation, Inc.
t/d/b/a Microtel Inn & Suites
129 Dolby Street
Clarion, PA 16214


James A. Naddeo
Attorney for Plaintiff

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

LEZZER CASH & CARRY OF *
CURWENSVILLE, INC., *
A Pennsylvania Corporation, *
Plaintiff, *
*
v. * No. 01-232-CD
*
MONROE HEIGHTS DEVELOPMENT *
CORPORATION, INC., *
t/d/b/a MICROTELL INN *
& SUITES, *
Defendant. *

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiff, Lezzer Cash & Carry of Curwenville, Inc., and against Defendant, Monroe Heights Development Corporation, Inc., t/d/b/a Microtel Inn & Suites, for its 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, Monroe Heights Development Corporation, Inc., t/d/b/a Microtel Inn & Suites, was served on February 28, 2001. It's answer was due to be filed on March 20, 2001.

Attached as Exhibit "A" are copies of Plaintiffs' 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

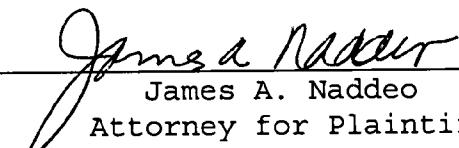
FILED

APR 10 2001

William A. Shaw
Prothonotary

Judgment which I certify was mailed by regular mail to the Defendant on March 23, 2001, which is at least ten days prior to the filing of this Praeclipe.

Judgment to be entered in the amount of \$52,377.03 plus interest from February 1, 2001.



James A. Naddeo
Attorney for Plaintiff

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

LEZZER CASH & CARRY OF *
CURWENSVILLE, INC., *
A Pennsylvania Corporation, *
Plaintiff, *
*
v. * No. 01-232-CD
*
MONROE HEIGHTS DEVELOPMENT *
CORPORATION, INC., *
t/d/b/a MICROTELL INN *
& SUITES, *
Defendant. *

To: Monroe Heights Development Corporation, Inc., t/d/b/a
Microtell Inn & Suites

Date of Notice: March 23, 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

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

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

LEZZER CASH & CARRY OF
CURWENSVILLE, INC.,
A Pennsylvania Corporation,
Plaintiff,

v.

* - No. 01-232-CD

MONROE HEIGHTS DEVELOPMENT
CORPORATION, INC.,
t/d/b/a MICROTELL INN
& SUITES,
Defendant.

Defendant.

Type of Pleading:

Certificate of Service

Filed on behalf of:

Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.

James A. Nadd

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

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

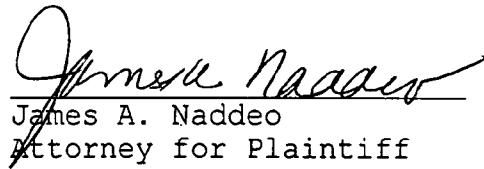
LEZZER CASH & CARRY OF *
CURWENSVILLE, INC., *
A Pennsylvania Corporation, *
Plaintiff, *
*
v. * No. 01-232-CD
*
MONROE HEIGHTS DEVELOPMENT *
CORPORATION, INC., *
t/d/b/a MICROTELL INN *
& SUITES, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Default in the above-captioned action was served on the following persons and in the following manner on the 23rd day of March, 2001:

First-Class Mail, Postage Prepaid

Monroe Heights Development Corporation, Inc.
t/d/b/a Microtel Inn & Suites
129 Dolby Street
Clarion, PA 16214



James A. Naddeo
Attorney for Plaintiff

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

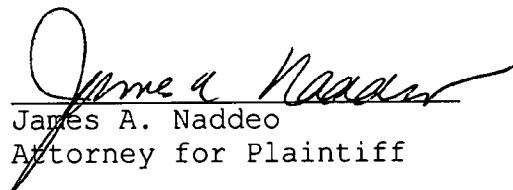
LEZZER CASH & CARRY OF *
CURWENSVILLE, INC., *
A Pennsylvania Corporation, *
Plaintiff, *
*
v. * No. 01-232-CD
*
MONROE HEIGHTS DEVELOPMENT *
CORPORATION, INC., *
t/d/b/a MICROTELL INN *
& SUITES, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Praecipe for Entry of Default Judgment in the above-captioned action was served on the following persons and in the following manner on the 10th day of April, 2001:

First-Class Mail, Postage Prepaid

Monroe Heights Development Corporation, Inc.
t/d/b/a Microtel Inn & Suites
129 Dolby Street
Clarion, PA 16214



James A. Naddeo
Attorney for Plaintiff

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

— Lap over margin —

FILED
Naddeo
pd. 2000
APR 13 2001
Notice to Def.
William A. Shaw
Prothonotary
Statement to Atty Naddeo
E. Jeff

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

LEZZER CASH & CARRY OF
CURWENSVILLE, INC.,
A Pennsylvania Corporation,
Plaintiff,

v.

MONROE HEIGHTS DEVELOPMENT
CORPORATION, INC.,
t/d/b/a MICROTELL INN
& SUITES,
Defendant.

*
*
*
*
*

* No. 01-232-CD

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*

COPY

NOTICE

Notice is given that a JUDGMENT in the above-captioned matter has been entered against you in the amount of \$52,377.03 plus interest from February 1, 2001.

Prothonotary,

William A. Shaw

Date: _____

COPY

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

Lezzer Cash & Carry of Curwensville, Inc.

Plaintiff(s)

No.: 2001-00232-CD

Real Debt: \$52,377.03

Atty's Comm:

Vs.

Costs: \$

Int. From:

Monroe Heights Development Corporation, Inc. Entry: \$20.00

Microtel Inn & Suites

Defendant(s)

Instrument: Default Judgment

Date of Entry: April 10, 2001

Expires: April 10, 2006

Certified from the record this 10th day of April, 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
CIVIL DIVISION

LEZZER CASH & CARRY OF
CURWENSVILLE, INC.,
A Pennsylvania Corporation,
Plaintiff,

v.

MONROE HEIGHTS DEVELOPMENT
CORPORATION, INC.,
t/d/b/a MICROTELL INN
& SUITES,
Defendant.

*
*
*
*
*
* No. 01-232-CD
*
*

*
*
* Type of Pleading:
*

* Praeclipe to Settle
* and Discontinue
*
*

* 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

JUN 07 2001

William A. Shaw
Prothonotary

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

LEZZER CASH & CARRY OF *
CURWENSVILLE, INC., *
A Pennsylvania Corporation, *
Plaintiff, *
*
v. * No. 01-232-CD
*
MONROE HEIGHTS DEVELOPMENT *
CORPORATION, INC., *
t/d/b/a MICROTELL INN *
& SUITES, *
Defendant. *

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Dear Sir:

Please mark the above-captioned case settled and discontinued.


James A. Naddeo, Esquire
Attorney for Plaintiff

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

LEZZER CASH & CARRY OF *
CURWENSVILLE, INC., *
A Pennsylvania Corporation, *
Plaintiff, *
*
v. * No. 01-232-CD
*
MONROE HEIGHTS DEVELOPMENT *
CORPORATION, INC., *
t/d/b/a MICROTELL INN *
& SUITES, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe to Settle and Discontinue filed in the above-captioned action was served on the following persons and in the following manner on the 1st day of June, 2001:

First-Class Mail, Postage Prepaid

Monroe Heights Development Corporation, Inc.
t/d/b/a Microtel Inn & Suites
129 Dolby Street
Clarion, PA 16214



James A. Naddeo
Attorney for Plaintiff

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

— Lap over margin —

FILED 1cc

01/30/81 C: 1002 1002

William A. Shaw
Prothonotary

copy to **Atty**

C/A **Atty**

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Lezzer Cash & Carry of Curwensville, Inc.

Vs. No. 2001-00232-CD
Monroe Heights Development Corporation, Inc.
Microtel Inn & Suites

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 1, 2001 marked:

Settled and Discontinued

Record costs in the sum of \$171.59 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of June A.D. 2001.

William A. Shaw, Prothonotary