

01-1656-CJ
KEVIN E. MAINS -vs- GEORGE ANDERSON

Date: 09/09/2003

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:30 AM

ROA Report

Page 1 of 1

Case: 2001-01656-CD

Current Judge: John K. Reilly Jr.

Kevin E. Mains vs. George W. Anderson

Civil Other

Date	Judge
10/04/2001	Filing: Civil Complaint Paid by: Gearhart, R. Denning (attorney for Mains, Kevin E.) Receipt number: 1832359 Dated: 10/04/2001 Amount: \$80.00 (Check) Three CC Attorney Gearhart No Judge ✓
11/02/2001	Answer and Counterclaim. Filed by s/Chris A. Pentz, Esq. 1 cc atty Pentz Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm No Judge ✓
04/15/2002	Answer To Counterclaim. Filed by s/R. Denning Gearhart, Esq. 2 cc Atty Gearhart Certificate of Service, Answer to Counterclaim upon Chris A. Pentz, Esq. Filed by s/R. Denning Gearhart, Esq. no cc No Judge ✓
03/06/2003	Praecipe To Place On List For Arbitration. filed by s/R. Denning Gearhart, Esq. no cc Copy to CA Paid \$20.00 No Judge ✓
03/10/2003	Certificate of Service, filed by Atty Gearhart Copy of Praecipe to Place on Arbitration to Atty. Pentz. No Judge ✓
06/16/2003	Notice of Intent To Offer Documents. filed by s/Chris A. Pentz, Esq. Certificate of Service no cc No Judge ✓
07/15/2003	Motion for continuance filed by Atty. Gearhart. 3 CC to Atty. ORDER, on this 15th day of July, 2003, upon consideration of the foregoing Motion for Continuance, it is the ORDER of this Court that the arbitration scheduled for July 28, 2003, is hereby continued. It shall be rescheduled by the Court Administrator. by the Court, s/JKR,JR, P.J. 3 cc Atty Gearhart No Judge ✓ John K. Reilly Jr. ✓

-10⁴

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

KEVIN E. MAINS, :
Plaintiff :
VS. : NO. 01-1456 - CD
GEORGE ANDERSON, :
Defendant :
:

CASE NUMBER: 01- -CD

TYPE OF CASE: Civil

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

OCT 04 2001

William A. Shaw
Prothonotary

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

KEVIN E. MAINS, :
Plaintiff :
VS. : NO. 01 - CD
: :
GEORGE ANDERSON, :
Defendant :
:

NOTICE TO DEFEND

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

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

Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 Ext. 50-51

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

KEVIN E. MAINS,	:			
Plaintiff	:			
VS.	:	NO.	01 -	- CD
	:			
GEORGE ANDERSON,	:			
Defendant	:			

COMPLAINT

Now Comes the Plaintiff, KEVIN E. MAINS, by and through his attorney, R. Denning Gearhart, who avers as follows:

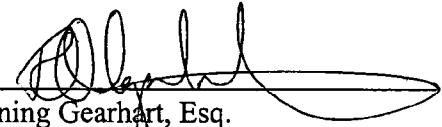
1. The Plaintiff KEVIN E. MAINS resides at R.R. #2, Box 117, Curwensville, PA 16833.
2. The Defendant, GEORGE ANDERSON is an individual with an address of P.O. Box 449, Curwensville, PA 16833.
3. That the Defendant is the owner of a certain building located at 222 Filbert Street, Curwensville, PA 16833.
4. That on June 1, 1997, the Plaintiff did enter into an agreement with the Defendant to rent the above-referenced building 222 Filbert Street, Curwensville, PA 16833
5. That after entering into this agreement, the Plaintiff did locate in the premises certain equipment which is listed below.
6. That despite this agreement and lease, the Defendant did on January 1, 2001, lock the premises and prohibit the Plaintiff from entering thereon or from removing the equipment located in this premises.
7. That located in this premises are the following equipment:

Miscellaneous equipment and inventory, including, Hydraulic lift - \$2,500.00; Computers - \$5,000.00.

8. That is believed and therefore averred that the Defendant has converted the above equipment to his own use and in so doing has permanently denied the Plaintiff the use and possession thereof.

WHEREFORE the Plaintiff demands your Honorable Court grant judgment for him against the Defendant in the amount of \$7,500.00.

Respectfully Submitted,



R. Denning Gearhart, Esq.
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF CLEARFIELD

AFFIDAVIT

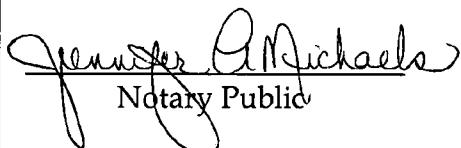
Before me, the undersigned officer, personally appeared, KEVIN E. MAINS who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information, and belief.



KEVIN E. MAINS

Sworn to and subscribed

before me this 2nd day
of October, 2001.



JENNIFER A. MICHAELS
Notary Public

NOTARIAL SEAL
JENNIFER A. MICHAELS, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO.
MY COMMISSION EXPIRES JUNE 17, 2003

Leave over margin

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

NO. 01-
-CD

KEVIN E. MAINS,
Plaintiff

VS.

GEORGE ANDERSON,
Defendant

COMPLAINT

FILED

OCT 04 2001

Q2.13 Atty. William A. Shaw
Promontory
3c
Atty. Gearhart
Pd \$80.00

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

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

*

*

*

KEVIN E. MAINS

Plaintiff

*

*

*

vs.

* NO. 01-1656-CD

*

*

GEORGE ANDERSON

Defendant

* Type of Case: Civil

*

*

* Type of Pleading: Answer and
* Counterclaim

*

*

*

* Filed on behalf of: Defendant,
* George Anderson

*

*

*

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

*

*

*

*

*

*

*

* Supreme Court I.D. # 39232
* 211 1/2 East Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765 - 4000

FILED
NOV 01 2001

William A. Shaw
Prothonotary

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

*

*

*

KEVIN E. MAINS
Plaintiff

*

*

*

*

vs. * NO. 01-1656-CD

*

*

*

*

GEORGE ANDERSON
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 days after this Counterclaim 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 judgement may be entered against you by the court without further notice for the money claimed in the counterclaim 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.

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

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

KEVIN E. MAINS :
Plaintiff :
VS. : NO. 01-1656-CD
: :
GEORGE ANDERSON :
Defendant :
:

ANSWER AND COUNTERCLAIM
ANSWER

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted.
6. Paragraph 6 is denied. The lease agreement dated June 1, 1997 was terminated November 30, 2000 when the plaintiff abandoned the property and the rent was three (3) months in arrears totaling \$1450.00. By way of further answer the defendant requested the plaintiff to remove his property from the premises which the plaintiff failed to do.

7. Paragraph 7 is admitted in part and denied in part. It is admitted that a hydraulic lift is located on the premises. It is denied that there are any computers located on the premises. As to the miscellaneous equipment and inventory it is admitted that these items

are located in the premises. As to the value of the property, the defendant is without sufficient knowledge or information to form a belief as to the averment.

8. Paragraph 8 is denied. The defendant has made several attempts to have the plaintiff remove all of his personality from the premises, which plaintiff has failed to do. By way of further answer the hydraulic lift has been subject to an Order of Execution by District Justice Richard A. Ireland on September 21, 2001.

COUNTERCLAIM

9. Paragraphs 1 through 8 above are incorporated here and by reference to those set forth in full.

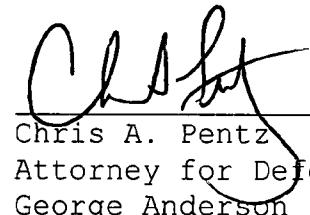
10. The failure of the defendant on the counterclaim to remove his personality from the premises prevented the plaintiff on the counterclaim from renting the premises.

11. Defendant on the counterclaim's actions have cost the plaintiff on the counterclaim the rental of the property from December 1, 2000 through July 15, 2001.

12. The plaintiff on the counterclaim has suffered as a direct result of defendant on the counterclaim's action the sum of \$4,000.00 representing the fair rental value of \$500.00 per month times eight (8) months.

WHEREFORE, the Plaintiff on the counterclaim respectfully requests Your Honorable Court to grant judgement in his favor and against the defendant on the counterclaim, Kevin E. Mains, in the amount of \$4,000.00.

Respectful Submitted,


Chris A. Pentz
Attorney for Defendant,
George Anderson

VERIFICATION

I, George Anderson, verify that the statements made in this ANSWER AND COUNTERCLAIM are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

11/01/01

Date


George Anderson

CLIFFORD, PENNSYLVANIA 16880
211 1/2 EAST LOCUST ST. P.O. BOX 552
ATTORNEY AT LAW
CHRIS A. PENNZ

Filed Here

FILED
11/3/2001
NOV 01 2001
William A. Shaw
Prothonotary
1cc
Attn: Penn
Lester

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11609

MAINS, KEVIN E.

01-1656-CD

VS.

ANDERSON, GEORGE

COMPLAINT

SHERIFF RETURNS

NOW OCTOBER 8, 2001 AT 11:25 AM DST SERVED THE WITHIN COMPLAINT
ON GEORGE ANDERSON, DEFENDANT AT EMPLOYMENT, MOOSE LODGE,
NORTH 2ND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO GEORGE ANDERSON A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

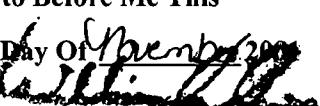
Cost	Description
20.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

NOV 02 2001
09:30 am
William A. Shaw
Prothonotary

G. Beck

Sworn to Before Me This

2nd Day Of October 2001


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

So Answers,


Chester A. Hawkins
Sheriff

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

KEVIN E. MAINS, :
VS. Plaintiff :
GEORGE ANDERSON, : NO. 01-1656-CD
Defendant :
:

CASE NUMBER: 01-1656-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: ANSWER TO COUNTERCLAIM

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

APR 15 2002

013312CC atty
William A. Shaw
Prothonotary Gearhart
E. Shaw

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

KEVIN E. MAINS, :
Plaintiff :
VS. : NO. 01 - 1656 - CD
: :
GEORGE ANDERSON, :
Defendant :
:

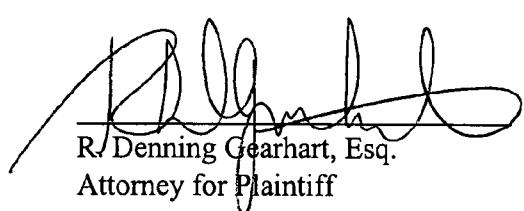
ANSWER TO COUNTERCLAIM

Now Comes the Plaintiff, KEVIN E. MAINS, by and through his attorney, R. Denning Gearhart, who avers the Defendant's Counterclaim as follows:

9. No Answer required.
10. Denied. The Defendant did lease the premise after the Plaintiff was denied access to the premises in question.
11. Denied for reasons set forth in the answer to paragraph 10.
12. Denied for reasons set forth in the answer to paragraph 10.

WHEREFORE, Plaintiff prays Your Honorable Court to enter judgement in his favor.

Respectfully Submitted,


R. Denning Gearhart, Esq.
Attorney for Plaintiff

AFFIDAVIT

R. DENNING GEARHART, being duly sworn according to law, deposes and says that he is the agent of the Plaintiff, KEVIN E. MAINS, that said KEVIN E. MAINS cannot make the verification to the foregoing Answer because he was not present on the day and date this Answer was filed, and further, that the Plaintiff would not be available until after the day of the filing of this Answer, and that the facts set forth in the foregoing Answer are based on information provided to Counsel by the Plaintiff and based partially upon personal knowledge of the Plaintiff's attorney. However, the Plaintiff verified this information to his counsel fully aware of the penalties of false statements under 18 Pa. C.S.A., section 4904, relating to unsworn falsification to authorities.



R. Denning Gearhart, Esquire

\$worn to and subscribed
before me this 15 day
of April, 2002.

Kathleen A. Ricotta
Notary Public

NOTARIAL SEAL
KATHLEEN A. RICOTTA, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires June 7, 2005

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION No. 01-1656-CD

KEVIN E. MAINS,
Plaintiff

vs.

GEORGE ANDERSON,
Defendant

ANSWER TO COUNTERCLAIM

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

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

KEVIN E. MAINS, :
Plaintiff :
: :
vs. : No. 01-1656-CD
: :
GEORGE ANDERSON, :
Defendant :
:

CASE NUMBER: No. 01-1656-CD
TYPE OF CASE: Civil
TYPE OF PLEADING: CERTIFICATE OF SERVICE
FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I. D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

APR 15 2002
01334/nocc
William A. Shaw
Prothonotary

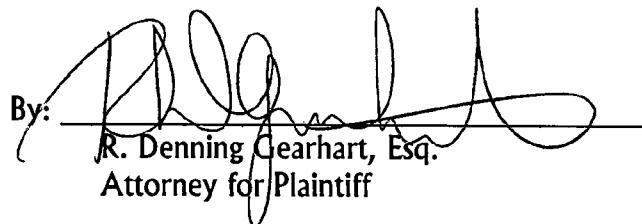
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

KEVIN E. MAINS, :
Plaintiff :
: :
vs. : No.01-1656-CD
: :
GEORGE ANDERSON, :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy
of the Answer to Counterclaim filed in the above captioned matter on the Defendant
through Defendant's attorney by hand delivering such documents to the following address:

Chris A. Pentz, Esq.
211 ½ East Locust Street
Marino Building
P. O. Box 552
Clearfield, PA 16830

By: 
R. Denning Gearhart, Esq.
Attorney for Plaintiff

Dated: April 15, 2002

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

KEVIN E. MAINS, :
Plaintiff :
VS. : NO. 01-1656-CD
: :
GEORGE ANDERSON, :
Defendant :
:

CASE NUMBER: 01-1656-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: PRAECIPE TO PLACE ON LIST FOR ARBITRATION

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

MAR 06 2003

William A. Shaw
Prothonotary

FILED

MAR 06 2003

2:28 PM

William A. Shaw
Prothonotary

cc

Recd
20-

AKR

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

KEVIN E. MAINS,

Plaintiff

VS.

No. 01-1656-CD

GEORGE ANDERSON,

Defendant

CASE NUMBER:

No. 01-1656-CD

TYPE OF CASE:

Civil

TYPE OF PLEADING:

CERTIFICATE OF SERVICE

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

R. DENNING GEARHART, ESQUIRE
Supreme Court I. D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

MAR 07 2003

01/10:45 NOCC

William A. Shaw
Prothonotary

D)

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

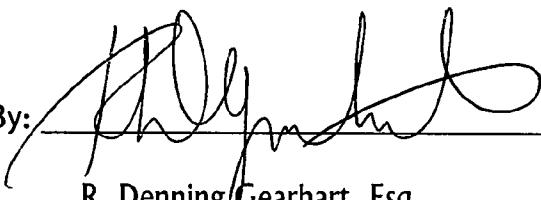
KEVIN E. MAINS, :
Plaintiff :
: :
VS. : No. 01-1656-CD
: :
: :
GEORGE ANDERSON, :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy
of the Praeclipe to Place on List for Arbitration filed in the above captioned matter on the
Defendant through Defendant's attorney by depositing such documents in the United States
Mail postage pre-paid and addressed as follows:

Chris A. Pentz, Esq.
211½ East Locust Street
Marino Building
P. O. Box 552
Clearfield, PA 16830

By:


R. Denning Gearhart, Esq.
Attorney for Plaintiff

Dated: March 6, 2003

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

KEVIN E. MAINS,
Plaintiff

vs

GEORGE ANDERSON,
Defendant

* No. 01-1656-C.D.

* Type of Case: Civil

* Type of Pleading: Notice of
* Intent to Offer Documents/
* Certificate of Service

* Filed on Behalf of: Defendant

* Counsel of Record for this Party:

* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 211 ½ East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

JUN 16 2003

13:45 1 way

William A. Shaw

Prothonotary

No Court Cost



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

KEVIN E. MAINS,

Plaintiff

*

*

vs

* No. 2001-1656-C.D.

*

GEORGE ANDERSON,

Defendant

*

NOTICE OF INTENT TO OFFER DOCUMENTS

Counsel for the defendant pursuant to Pennsylvania
Rule of Civil Procedure 1305 (d) (1) hereby provides Notice of the
Intent to Offer the following documents into evidence:

1. Notice of Judgment/Transcript Civil Case
2. Receipt of Payment
3. Request for Order of Execution
4. Notice of Execution Sale.
5. Statement of Lou Radzynski, 10/17/01.

Copies of the documents are attached hereto and incorporated
herein by reference as though set forth in full.

Respectfully submitted this 14 day of June, 2003



Chris A. Pentz
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

GEORGE W. ANDERSON
104 COUNTRY CLUB CIRCLE
CLEARFIELD, PA 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

ANDERSON, GEORGE W.
104 COUNTRY CLUB CIRCLE
CLEARFIELD, PA 16830

VS.

DEFENDANT: NAME and ADDRESS

MAINS, KEVIN E.
RR2, BOX 117
CURWENSVILLE, PA 16833

Docket No.: **CV-0000332-01**
Date Filed: **7/09/01**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLT

Judgment was entered for: (Name) ANDERSON, GEORGE W.

Judgment was entered against: (Name) MAINS, KEVIN E.

in the amount of \$ 2,070.59 on: (Date of Judgment) 8/13/01

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice.

Amount of Judgment	\$ <u>2,000.59</u>
Judgment Costs	\$ <u>70.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>2,070.59</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total \$ _____	

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed.

Objection to levy has been filed and hearing will be held:

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

AUG 13 2001 Date Richard Ireland, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

GEORGE W. ANDERSON
104 COUNTRY CLUB CIRCLE
CLEARFIELD, PA 16830

AMOUNT OF JUDGMENT	\$ 2,000.59
INTEREST ON JUDGMENT	\$.00
JUDGMENT COSTS	\$ 70.00
ORDER OF EXECUTION	\$.00
TOTAL	\$ 2178.59

**REQUEST FOR ORDER OF
EXECUTION**

PLAINTIFF: **ANDERSON, GEORGE W.**
NAME and ADDRESS
104 COUNTRY CLUB CIRCLE
CLEARFIELD, PA 16830

DEFENDANT: **MAINS, KEVIN E.**
NAME and ADDRESS
RR2, BOX 117
CURWENSVILLE, PA 16833

Docket No.: **CV-0000332-01**
Date Filed: **7/09/01**



Judgment Date: **8/13/01**

Sheriff/Certified Constable:

Louis P. Rudayowski

Phone Number:

814-378-6619

TO **RICHARD A. IRELAND**

DISTRICT JUSTICE:
The plaintiff, having obtained a judgment against defendant for payment of money in the above amount, requests you to issue an ORDER of EXECUTION thereon. DATE REQUEST FILED **9/21/01**

TIME FILED **1:25PM**

George Anderson
(Plaintiff)

ORDER OF EXECUTION

TO **SEP 21 2001**, SHERIFF/CERTIFIED CONSTABLE:

To satisfy the above judgment, interest and costs, you are directed to levy upon property of the defendant subject to levy under PA. R. C. P. D. J. No. 406 and to sell defendant's interest therein.

DATED

Received by

AT **11:30 A.M.**
(Time)

(Sheriff/Certified Constable)

DISTRICT JUSTICE

, ON **9-21**

(Date)

NOTICE OF EXECUTION SALE

By virtue of certain ORDER(S) of EXECUTION, directed to me, I will expose to PUBLIC SALE

on: Wednesday the Seventeenth day of October 2001, at 5 o'clock

at the following location: (address) 222 Filbert St (Clewenville Pa 16833)

the following articles, property of KEVIN E MAINS :

1- Engine Stand w/ 3.8L. Ford V-6

1- Transmission Jack

1- Bend-Pak Auto Lift

2- Metal Tables

1- Parts washer

1- Wooden 10' Ladder

1- Creeper

2- Metal Cabinets w/ Assorted Auto Parts

1- Lot of Assorted house Clamps, Auto Radios, speakers and
More Auto Parts

1. All claims to the property must be filed before this sale in the office of: RICHARD A IRELAND, District Justice
Address: 650 LEONARD STREET CLEARFIELD, PA 16830

2. All claims to the proceeds must be filed in the above district justice office before distribution.

3. A schedule of distribution will be filed in the above district justice office on (Date): 10-19-01 and
distribution will be made in accordance therewith unless exceptions are filed within ten (10) days thereafter.

Date: 10-6-01 by: Louis P. Radzynski Sheriff or Certified Constable

Order of Execution No.: CV-332-01 Claim No.: _____

from: Richard A. Ireland, issuing District Justice

Magisterial District No.: 46-3-02

from: _____, District Justice Magisterial District No.: _____

Lou Radzyminski, State Constable
P.O. Box 124
Beccaria PA 16616-0124

DATE 10-17-01 19

TO	Mr. George W. Anderson		
ADDRESS	104 Country Club Circle		
CITY	STATE	ZIP	
Clearfield PA 16830			
TERMS	AMOUNT PAID		

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

STATEMENT

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

KEVIN E. MAINS,
Plaintiff

*

vs

* No. 2001-1656-C.D.

*

GEORGE ANDERSON,
Defendant

*

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the
Notice of Intent to Offer Documents has been served upon:

R. Denning Gearhart, Esquire
215 East Locust Street
Clearfield PA 16830

Service was made by regular mail, postage prepaid, from the U.S.
Post Office at Clearfield PA 16830.

Service was made the 16 day of June, 2003.



Chris A. Pentz, Esquire

211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830
ATTORNEY AT LAW
CHRIS A. PENTZ

Hold Here

FILED

JUN 16 2003

William A. Shaw
Prothonotary

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

KEVIN E. MAINS :
Plaintiff :
VS. : NO. 01-1656-CD
GEORGE ANDERSON :

CASE NUMBER: 01-1656-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: MOTION FOR CONTINUANCE

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

JUL 15 2003

William A. Shaw
Prothonotary

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

KEVIN E. MAINS, :
Plaintiff :
VS. : NO. 01-1656-CD
: :
GEORGE ANDERSON, :
Defendant :
:

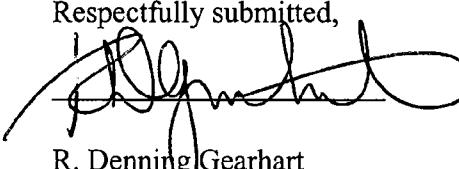
MOTION FOR CONTINUANCE

Now comes R. DENNING GEARHART, Attorney for the Plaintiff and your MOVANT herein, who makes a MOTION FOR CONTINUANCE and in support thereof, avers as follows:

1. This matter is scheduled for arbitration on July 28, 2003.
2. Your movant is scheduled for surgery on July 8, 2003 and has been informed that there will be a three to four week recovery period.
3. Chris Pentz, Counsel for Defendant has no objections to a continuance or to a placement of the matter on a future Arbitration List.

WHEREFORE, your Movant prays Your Honorable Court to continue the arbitration scheduled for July 28, and to ask the Court Administrator to reschedule it at another time.

Respectfully submitted,


R. Denning Gearhart

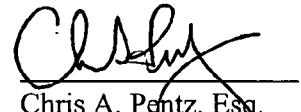
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

KEVIN E. MAINS, :
Plaintiff :
VS. : NO. 01-1656-CD
: :
GEORGE ANDERSON, :
Defendant :
: :

CONSENT

I, Chris A. Pentz, Attorney for Defendant, do hereby Consent to the Motion for
Continuance of R. Denning Gearhart.

Date: 7-14-03


Chris A. Pentz, Esq.
Attorney for Defendant

8)

Leave over margin

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

CIVIL DIVISION

KEVIN E. MAINS,

VS.
PLAINTIFF

GEORGE ANDERSON,

DEFENDANT

MOTION FOR CONTINUANCE

FILED

9:25 AM *Rec'd - 6/15/03*
JUL 15 2003

William A. Shaw
Prothonotary

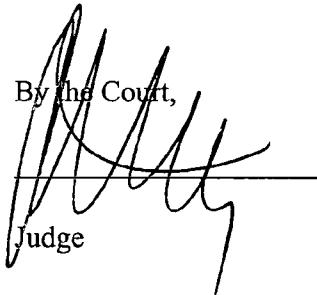
R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

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

KEVIN E. MAINS, :
Plaintiff :
VS. : NO. 01-1656-CD
GEORGE ANDERSON, :
Defendant :
:

ORDER

On this 15th day of July, 2003, upon consideration of the foregoing Motion for Continuance, It is the ORDER of this Court that the arbitration scheduled for July 28, 2003, is hereby continued. It shall be rescheduled by the Court Administrator.

By the Court,

Judge

FILED

JUL 15 2003

William A. Shaw
Prothonotary

FILED

300

July 15, 2008

ATTY Gearhart

ED

William A. Shaw
Prothonotary

Chris A. Pentz
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

Arb 7-28-03

TELEPHONE
(814) 765-4000

FAX
(814) 765-8142

June 16, 2003

Office of Court Administrator
Clearfield County Courthouse
Clearfield PA 16830
HAND DELIVER

In Re: Mains vs Anderson
No. 01-1656-C.D.

Dear Sir or Madam:

Enclosed is Defendant's PreTrial Memorandum in reference to the above captioned matter.

Sincerely,

Chris A. Pentz

CAP/jms
cc: Girard Kasubick, Esquire
Paul E. Cherry, Esquire
David J. Hopkins, Esquire
R. Denning Gearhart, Esquire
Mr. George Anderson
File

RECEIVED

JUN 16 2003

**COURT ADMINISTRATOR'S
OFFICE**

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

KEVIN E. MAINS, :
Plaintiff :
vs : no. 01-1656-CD
GEORGE ANDERSON, :
Defendant :
:

DEFENDANT'S PRETRIAL MEMORANDUM

A. BRIEF STATEMENT OF CASE: This matter involves litigation which was initiated by Mr. Mains. Mr. Mains claims that on June 1, 1997, he entered into a Lease Agreement with Mr. Anderson. Mr. Mains also alleges that on January 1, 2001, that he was locked out of the premises which are the subject of the Lease. At the time of the alleged lock out, Mr. Mains alleges there was a hydraulic lift valued at \$2,500.00 and computers valued at \$5,000.00 still remaining on the premises.

Mr. Anderson, in response, alleges that the hydraulic lift in question was purchased as a result of an Execution Sale issued by District Justice Ireland. Mr. Anderson denies any knowledge of any computers being left on the premises in question.

Mr. Anderson also has a Counter Claim for lost rent for the period of December 1, 2000 through July 15, 2001 in the amount of \$500.00 per month representing a total amount claimed of \$4,000.00.

B. CITATIONS: There are no unusual issues of law.

C. WITNESSES:

1. George Anderson
P. O. Box 449
Clearfield PA 16830

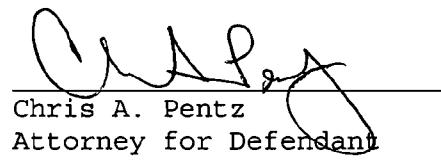
D. STATEMENT OF DAMAGES AND COPY OF BILLS WHICH THE PARTY INTENDS TO OFFER: See attached Lease Agreement dated June 1, 1997.

RECEIVED

JUN 16 2003

**COURT ADMINISTRATORS
OFFICE**

Respectfully submitted this 16 day of June, 2003.



Chris A. Pentz
Attorney for Defendant

LEASE AGREEMENT

Made and executed in duplicate this 1st day of June 1997
between CURWENSVILLE TIRE, INC. of P.O. Box 449,
Clearfield, Clearfield County, Pennsylvania 16830, hereinafter
called "Landlord;"

-- AND --

KEVIN E. MAINS - MAINS Auto REPAIR
222 FILBERT STREET, CURWENSVILLE, PA 16833
hereinafter called individually and jointly as "Tenant."

WITNESS:

WHEREAS, Landlord owns one lot located in Curwensville Borough, Clearfield County, Pennsylvania, on the west side of Filbert Street improved with a commercial building commonly known as 222 Filbert Street, such property being hereinafter referred to as the "Leased Premises;" and

WHEREAS, Landlord owns certain equipment, furniture, and fixtures contained on the Leased Premises related to the operation of a tire repair and sales business previously operated by Landlord and said furnishings, fixtures, tools, and equipment are hereinafter collectively referred to as the "Equipment;" and

WHEREAS, Tenant desires to lease the property together with the Equipment contained therein for the purpose of establishing and operating a commercial business and Landlord desires to lease

the same to him in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, incorporating the foregoing by reference, intending to be legally bound hereby, and in consideration of the rentals hereafter reserved, the parties agree as follows:

ARTICLE 1 - TERM AND RENTAL

Section 1.1 Initial Term. The initial term of this Lease shall be for one (1) month commencing on the 1st day of JUNE, 1997 and ending at Midnight, the 1st day of JULY, 1997. In addition, said lease shall without further action by either party be automatically renewed on a month to month basis at the same rental and in accordance with the same provisions provided for herein unless one party gives notice to the other that the automatic renewal provision is canceled and the lease terminated or surrendered as of a specified date, said notice to be given in writing no less than thirty (30) days prior to the termination or surrender date specified in the notice. Said lease shall then, in that event, terminate at Midnight on the last day of the last term. Provided however, Tenant expressly acknowledges that the Leased Premises are subject to a first lien purchase money mortgage of County National Bank, Clearfield, Pennsylvania and that all rights under this Lease Agreement are subordinate to said mortgage and in the event said mortgagee forecloses on the Leased Premises or Landlord surrenders the Leased Premises to said mortgagee, this Lease shall automatically terminate and be

deemed null and void and Landlord shall have no liability to Tenant arising out of said termination.

Section 1.2 Rental: During the primary term of this Lease and successive terms thereafter, Tenant covenants to pay unto Landlord the sum of Five Hundred Dollars (\$500.00) per month payable on or before the 1st day of each month subsequent to the commencement date of this Lease. Receipt of the first month's rent is hereby acknowledged and it is agreed that the next monthly rent shall be payable on or before the 1st day of July 1997 and then on the same day of each succeeding month thereafter. Further, Tenant agrees to pay a Five Hundred (\$500.00) Dollar security deposit which Landlord shall hold without any duty to pay interest to secure the payment of rental installments due hereafter in payment of any damages or other liabilities of the Tenant which the Tenant fails to satisfy in accordance with this Agreement.

ARTICLE 2 - LEASED PREMISES: USE AND OCCUPANCY

Section 2.1 Leased Premises. The premises subject to this Lease shall consist of one parcel of land, improved with a commercial building, situate in Curwensville Borough, Clearfield County, Pennsylvania being more particularly described in that certain deed to Landlord from J. Maurice Barrett et al dated August 23, 1983 and recorded in the Recorder of Deeds office of Clearfield County, Pennsylvania in Deeds and Records Book 903, Page 250, commonly known as 222 Filbert Street. Further, the

Equipment subject to this Lease is all those tools, furnishings, fixtures, equipment, and other items located in said building except for the following which is specifically excepted by the Landlord:

Section 2.2 Purpose. The purpose of this Lease is to permit Tenant to operate on the Leased Premises a commercial business and for other purposes reasonably connected thereto. Tenant covenants to use and occupy the Leased Premises only for lawful purposes. In conducting his business on the Leased Premises, Tenant covenants to conform to all applicable laws, regulations, ordinance and licensing requirements.

Section 2.3 Quiet Possession. Landlord covenants that he is seized in fee simple of the Leased Premises except that the Leased Premises are subject to a first mortgage lien in favor of County National Bank; that he has the full right to make this Lease; and that if and so long as Tenant shall not be in default hereunder, Tenant shall quietly hold, occupy, and enjoy the Leased Premises during all of the term and extensions hereof.

Section 2.4 Surrender of Possession. Tenant shall on or before the last day of the term hereby granted or of any extended term, or upon the sooner termination of this Lease, peaceably and quietly leave, surrender, and yield unto Landlord the Leased Premises, together with all alterations, additions, and

replacements thereon, free of substances, broom cleaned and in good order and condition except for reasonable wear and tear thereof, damage by the elements, fire, or acts of God.

Section 2.5 Assigning and Subletting. Tenant shall have no right to assign this Lease or sublet all or any part of the Leased Premises without Landlord's expressed consent. Any assignment or subleasing in violation of this provision shall constitute a default of this Lease.

Section 2.6 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors and assigns.

ARTICLE 3 - MAINTENANCE AND ALTERATIONS

Section 3.1 Maintenance and Repairs. Landlord agrees, at his own cost, to keep in good and proper condition only the structural (and no other) parts of the Leased Premises, including, but not limited to, the foundation, floor slab, basic walls, and roof and to make all repairs and replacements thereto. Landlord further agrees to be responsible for all major repairs (costing in excess of One Hundred [\$100.00] Dollars) to the furnace and heating system of the Leased Premises. Tenant agrees and covenants at his own cost and expense to maintain the Leased Premises in good condition and repair, including maintenance of drains and drainage and sewer pipes to the exterior of the building and the air conditioning system, and ordinary

maintenance or minor repairs (under One Hundred (\$100.00) Dollars) to the furnace and heating system, damage by the elements, fire, or Acts of God excepted. All maintenance and repair work undertaken by Tenant shall be done in a workmanlike manner, leaving the Leased Premises free of any liens for labor or materials. Tenant also agrees to maintain the Leased Premises in a clean and sanitary condition at all times and promptly at its own expense to remove therefrom all garbage and trash as well as ice and snow from all entrances, walkways, and parking areas. Tenant hereby grants to Landlord permission upon reasonable notice to enter the Leased Premises to effect repairs and inspect the condition of the Leased Premises.

Section 3.2 Alterations. Tenant is authorized at his own expense to make such alterations, repairs, and additions to the interior of the Leased Premises as he finds necessary for his purposes and as may be permitted by laws and regulations in force at the time; that no alterations, repairs, or additions to the exterior of the Leased Premises or which shall affect the structure of the building shall be made without first obtaining the written approval on each occasion of the Landlord. Tenant shall not permit any liens for any such alterations, repairs and the like to attach the Leased Premises.

ARTICLE 4 - TENANTS TRADE EQUIPMENT

Section 4.1 Trade Equipment Installation. Tenant shall furnish, at his own cost, and set in place, the equipment, furniture, draperies, upholstering, carpeting, and decorations (collectively designated herein as "Trade Equipment") as he may require in the operation of his business in the Leased Premises.

Section 4.2 Sign. Subject to securing necessary governmental permission therefore, Tenant is authorized to install such signs (part of Tenant's trade equipment) on the Leased Premises as he shall require in the proper conduct of his business. However, Tenant shall obtain Landlord's express permission and approval for any erection, location, or painting of signs to or on the exterior of the Leased Premises; provided however, Tenant shall have the right to maintain all existing signs and replacement signs at locations where signs for the business presently exist.

Section 4.3 Trade Equipment Removal. Landlord agrees that all such items of trade equipment installed or to be installed on the Leased Premises shall be and remain personal property and not real property notwithstanding the fact that the same may be nailed or screwed or otherwise attached or fixed to such real property. Tenant shall have the right at anytime to remove or replace any and all such trade equipment regardless of whether annexed or attached to the Leased Premises; provided however, that any damage to the premises caused thereby shall be promptly and effectively repaired by and at the expense of Tenant.

ARTICLE 5 - INSURANCE, DAMAGE, CONDEMNATION

Section 5.1 Public Liability Insurance. Tenant shall carry, at his own cost, comprehensive public liability insurance with limits of not less than Three Hundred Thousand (\$300,000.00) Dollars for bodily injury and death and Twenty-Five Thousand (\$25,000.00) Dollars for property damage, indemnifying and holding harmless both Landlord and Tenant from and against claims for injuries and deaths sustained by persons or property while on the Leased Premises, and shall include a provision for ten (10) days advance written notice to the Landlord in the event of any pending change or cancellation of such insurance. Further, without further demand, Tenant shall provide Landlord at closing and each year thereafter a certificate of insurance evidencing the issuance of such insurance by an insurance company licensed by the Commonwealth of Pennsylvania. If Tenant shall fail to make out or maintain such insurance, the Landlord may, at Landlord's election, procure the same, adding the premium costs thereof to the rents next due, it being hereby expressly covenanted and agreed that payment by Landlord of any such premium shall not be deemed to waive or release the default of Tenant and the payment thereof.

Section 5.2 Indemnification. Tenant agrees to and shall protect and hold Landlord harmless from any and all claims, suits, actions, losses, or damages arising from or in any way connected with his occupation of the Leased Premises or the conduct of his

business, including Landlord's reasonable counsel fees.

Section 5.3 Fire and Extended Coverage Insurance. Landlord will carry adequate fire insurance on the Leased Premises and subject to the rights of any bona fide first mortgagee of the Leased Premises, the proceeds of such insurance shall be used to repair and restore the Leased Premises in the event of damage by fire or other cause during the term thereof. Any excess of any insurance proceeds over the actual cost of any repair and restoration shall be the property of Landlord. Tenant shall be solely and exclusively responsible for protecting and insuring all of his tangible and intangible personal property located on the Leased Premises against fire loss or other casualty loss and shall insure as he elects any inventory, stock-in-trade, trade equipment, or personal property owned by him and located on the Leased Premises.

Section 5.4 Partial Damage by Fire or Other Insured Cause. If the improvements be partially damaged by fire or other cause and Tenant can reasonably carry on his business in substantially the same manner in which it had heretofore been ordinarily conducted, the damage thereto shall be repaired and restored promptly by Landlord, at no expense to Tenant without reduction in rental. In the event the Leased Premises be partially damaged by fire or other cause so that Tenant cannot carry on his business on the Leased Premises in substantially the same manner in which he had theretofore been ordinarily conducted, but the damage is not

sufficient so as to cause Tenant to cease operation, the damage thereto shall likewise be repaired and restored promptly by Landlord at no expense to Tenant. Until the damage of the Leased Premises is satisfactorily repaired or restored, until Tenant has been restored the full possession thereof and has resumed full operation of his business therein, Tenant's obligation to pay rental apportionable to such period in which Tenant was unable to carry on his business in substantially the same manner theretofore conducted shall be abated.

Section 5.5 Major Damage by Fire or Other Insured Cause. If the Leased Premises be damaged by fire or other cause so that Tenant cannot conduct his business on the Leased Premises in substantially the same manner in which it had theretofore been ordinarily conducted and the damage causes Tenant to cease entirely his operations on the Leased Premises, then the rental and all other obligations of Tenant under this Lease shall abate from the date of such damage until the improvements are fully and completely restored by the Landlord at no expense to the Tenant and full possession thereof has been taken by Tenant for the resumption of his business; provided however, in the event damage to the Leased Premises or damage to the building as a whole in which the Leased Premises is located are damaged by fire or other cause to such an extent that the cost of repairing the same or replacing the same exceeds the fair market value of the building immediately prior to such fire, Landlord at his option shall not

be obligated to repair or replace said building, and in the event of such election, all rights and obligations of the parties hereunder shall cease and end effective the date and time of such damage to the Leased Premises or the building in which it is contained.

Section 5.6 Condemnation of Entire Leased Premises. If the entire Leased Premises shall be taken for any public or quasi-public use under any statute or by the right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then all obligations of the Tenant under this Lease shall cease and terminate as of the date on which the Tenant surrenders, or is deprived of, the physical possession or occupation of the Leased Premises; and Tenant shall have the right to file and procure his claim for damages resulting from such taking.

ARTICLE 6 - LANDLORD'S AND TENANT'S OBLIGATIONS

Section 6.1 Landlord's Obligations. Landlord shall be responsible for the payment of real estate taxes and municipal assessments assessed against the Leased Premises and/or equipment.

Section 6.2 Tenant's Obligations. Tenant shall be responsible for all water charges or assessments and the reasonable cost of solid waste disposal from the Leased Premises. Tenant shall be responsible for all other utilities, costs and expenses deriving from and in connection with his occupation of the Leased Premises

including all charges for electricity, gas, and other public services used by him, including all expenses for snow removal from entranceways, walkways, and parking areas.

ARTICLE 7 - DEFAULTS

Section 7.1 Defaults. If at any time there shall occur any of the following events:

- (a) If Tenant shall make an assignment for the benefit of his creditors; or
- (b) If a decree, mandate, or other order by a court having jurisdiction shall have been entered adjudging Tenant a bankrupt or insolvent, or approving as properly filed a petition by Tenant seeking, under the Federal Bankruptcy Laws or any other similar applicable Federal or State law, the reorganization of Tenant (other than a reorganization not staying or impeding the collectability or enforceability of the liabilities or obligations of Tenant) or the composition, extension or arrangement of the liabilities of Tenant, and such decree, mandate or other order shall have continued undischarged or unstayed for a period of thirty (30) days; or if a decree, mandate or other order of a court having jurisdiction for the appointment of a receiver or a liquidator or a trustee or an assignee in bankruptcy or insolvency of Tenant or of all or substantially all of Tenant's property, or for the winding up or liquidation of his affairs, shall have been entered, and such decree, mandate or other order shall have remained in force un-

discharged and unstayed for a period of thirty (30) days; or

(c) If Tenant shall institute proceedings for a decree, mandate, or other order of any kind mentioned in and within the applicable provisions of the foregoing paragraph (b), or shall in any such proceedings not instituted by Tenant file a consent to any such decree or order; or if Tenant shall admit in writing his inability to pay his debts generally as they become due; or

(d) If the interest of Tenant in said premises shall be sold under execution or other legal process; or

(e) If Tenant shall fail to pay any installment of rental when due and such failure shall continue for fifteen (15) days after written notice thereof from Landlord; or

(f) If Tenant shall fail to perform or observe any other requirement of this Lease and any such failure shall continue for fifteen (15) days after written notice thereof from Landlord specifying the nature and extent of such default; then the lease term hereby created shall, at the option of Landlord, cease and determine, and the happening of any of the events specified in paragraphs (a) through (g) of this section shall operate as a notice to quit, all and every other kind of notice to quit being waived and Landlord may thereupon proceed to recover possession of the Leased Premises under and by virtue of the applicable laws of the Commonwealth of Pennsylvania regulating proceedings between Landlord and Tenant, or by such other proceedings as may at the time be in full force and effect in like cases; or

(g) Further, the foregoing requirement of the Landlord to give notice to the Tenant shall apply only to the first such default. If the Tenant subsequently commits a second default of the same nature, he shall not be entitled to written notice or an opportunity to cure, but shall be conclusively presumed to be in default under the terms of this Lease and shall quit the Leased Premises upon receiving notice to that effect from the Landlord.

Section 7.2 Grace Period. Anything hereinabove contained in the foregoing Section 7.1 to the contrary notwithstanding, it is expressly understood that, with respect to any default (except the nonpayment of rent) of such a nature that it cannot, with due diligence be cured within a period of fifteen (15) days, Landlord shall not be entitled to terminate this Lease if Tenant shall have commenced the curing of such default within the period of fifteen (15) days after written notice thereof from Landlord and so long as Tenant shall thereafter proceed with all due diligence to complete the curing of such default, it being the intention hereof that, in connection with any default not susceptible of being cured with due diligence within fifteen (15) days, the time of Tenant within which to cure the same shall be extended for such period as may be necessary to do so with all due diligence. Further, said grace period shall extend only to the first such default. Any succeeding default of the same nature shall not be subject to said grace period and the Tenant shall be conclusively presumed to be in default if the same default subsequently

occurs.

Section 7.3 Confessions of Judgment. In the case of default by Tenant, Tenant hereby authorizes and empowers any attorney of any court of record to appear for him and confess judgment for the principal sum of any rental unpaid with fifteen percent (15%) attorney's commission, hereby waiving the right of exemption and inquisitions insofar as the Leased Premises are concerned. In addition to any and all other remedies available to the Landlord at law or equity, Landlord may proceed by action of ejectment on this Lease Agreement after default is made for the recovery of the Leased Premises and in such case Tenant authorizes and empowers any attorney of any court of record to appear for him in an amicable action in ejectment for the Leased Premises, to be entered by the Prothonotary, in which Landlord shall be the plaintiff and Tenant the defendant, and confess judgment for the Leased Premises and authorize the immediate issuing of a Writ of Possession (without asking leave of court) with Fi Fa clause for costs and fifteen (15%) percent attorney's commission, waiving all stay and exemption laws.

ARTICLE 8 - TERMINATION OF AGREEMENT

Section 8.1 Termination. This Agreement may or shall be terminated in the following manners:

- (a) Upon mutual written consent of the parties;
- (b) Upon termination of the Lease in accordance with its terms;

(c) Upon default of the Tenant in accordance with the terms of this Lease;

(d) By either party giving notice to the other that the automatic renewal of the lease term is canceled, in which case, said Lease shall terminate as of course upon the conclusion of the current term.

ARTICLE 9 -- MISCELLANEOUS

9.1 Notice. All notices provided herein shall be deemed served if given one party to the other by personal service or by mailing the same to the other party by United States Mail, postage prepaid, certified, return receipt requested. The date said notice is actually received by personal service or the date it is mailed as aforesaid shall be deemed to be the date of service. The parties hereto certify that the following is their proper mailing addresses:

George W. Anderson
P. O. Box 449
Clearfield, PA 16830

KEVIN E MAINS
P. O. Box 164
Clearfield, PA 16833

Further, the foregoing addresses shall be deemed effective for purpose of service of notice until such time a party gives the other party notice of a change of mailing address in writing, served as provided herein.

All pronouns referring to the Landlord herein such as he or him or similar reference shall be deemed to refer to the

corporate landlord.

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

ATTEST:

Jeanine S. Welfare
Peggy A. Cason

WITNESS:

Jeanine S. Welfare

LANDLORD:
Curwensville Tire, Inc.

By George W. Anderson
George W. Anderson
President

TENANT:

Ken E. Main (SEAL)

(SEAL)

CLEBARFIELD, PENNSYLVANIA 16880
211 1/2 EAST LOCUST ST., P.O. BOX 552
ATTORNEY AT LAW
CHRIS A. PENNZ

Fold Here _____

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

KEVIN MAINS, :
Plaintiff : No. 01-1656-CD
VS. :
GEORGE ANDERSON, :
Defendant :
:

CASE NUMBER: No. 01-1656-CD
TYPE OF CASE: Civil
TYPE OF PLEADING: PRAECIPE TO DISCONTINUE
FILED ON BEHALF OF: Plaintiff
COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

SEP 22 2003
01:50 AM
William A. Shaw
Prothonotary
No court.

copy or disc. to

CIA + DPA

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

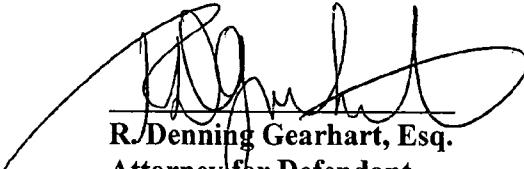
KEVIN E. MAINS, :
Plaintiff :
VS. : NO. 01 - 1656 - CD
GEORGE ANDERSON, :
Defendant :
:

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please mark the above case "Settled and Discontinued."

Respectfully submitted,


R. Denning Gearhart, Esq.
Attorney for Defendant
Supreme Court No. 26540
215 East Locust Street
Clearfield, PA 16830
(814)765-1581

Leave over margin

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KEVIN MAINS,
PLAINTIFF

VS.

GEORGE ANDERSON,
DEFENDANT

PRAECIPE TO DISCONTINUE

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA

FILED

SEP 2 2003

William A. Shaw
Prothonotary

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

CIVIL DIVISION

Kevin E. Mains

Vs.
George W. Anderson

No. 2001-01656-CD

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 September 22, 2003, marked:

Settled and Discontinued

Record costs in the sum of \$110.34 have been paid in full by Attorney Gearhart.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of September A.D. 2003.

William A. Shaw, Prothonotary

Arb 10-6-03

CHRIS A. PENTZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE
(814) 765-4000

FAX
(814) 765-8142

August 13, 2003

Office of Court Administrator
230 East Market Street
Clearfield PA 16830

In Re: Mains vs Anderson/No. 01-1656-C.D.

Dear Sir or Madam:

Enclosed is Defendant's PreTrial Memorandum in
reference to the above captioned matter.

Sincerely,



Chris A. Pentz

CAP/jms
Enclosure
cc: David S. Ammerman, Esquire
Kim C. Kesner, Esquire
Christopher J. Shaw, Esquire
R. Denning Gearhart, Esquire
Mr. George Anderson
File

RECEIVED

AUG 15 2003

COURT ADMINISTRATORS
OFFICE

*Hand delivered
to Marcy at
Ct. Admin -
Office.*

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

KEVIN E. MAINS, :
Plaintiff :
: :
vs : No. 01-1656-CD
: :
GEORGE ANDERSON, :
Defendant :
:

DEFENDANT'S PRETRIAL MEMORANDUM

A. BRIEF STATEMENT OF CASE: This matter involves litigation which was initiated by Mr. Mains. Mr. Mains claims that on June 1, 1997, he entered into a Lease Agreement with Mr. Anderson. Mr. Mains also alleges that on January 1, 2001, he was locked out of the premises which are the subject of the Lease. At the time of the alleged lock out, Mr. Mains alleges there was a hydraulic lift valued at \$2,500.00 and computers valued at \$5,000.00 still remaining on the premises.

Mr. Anderson, in response, alleges that the hydraulic lift in question was purchased as a result of an Execution Sale issued by District Justice Ireland. Mr. Anderson denies any knowledge of any computers being left on the premises in question.

Mr. Anderson also has a Counter Claim for lost rent for the period of December 1, 2000 through July 15, 2001 in the amount of \$500.00 per month representing a total amount claimed of \$4,000.00.

B. CITATIONS: There are no unusual issues of law.

C. WITNESSES:

1. George Anderson
P. O. Box 449
Clearfield PA 16830

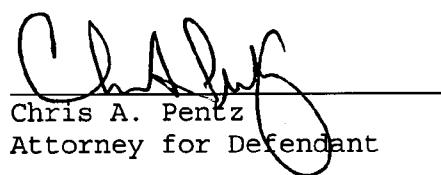
D. STATEMENT OF DAMAGES AND COPY OF BILLS WHICH THE PARTY INTENDS TO OFFER: See attached Lease Agreement dated June 1, 1997.

RECEIVED

AUG 15 2003

COURT ADMINISTRATOR'S
OFFICE

Respectfully submitted this 13 day of Aug, 2003.


Chris A. Pentz
Attorney for Defendant

LEASE AGREEMENT

Made and executed in duplicate this 1st day of June 1997
between CURWENSVILLE TIRE, INC. of P.O. Box 449,
Clearfield, Clearfield County, Pennsylvania 16830, hereinafter
called "Landlord;"

-- AND --

KEVIN F. MAINS - MAINS Auto REPAIR
222 FILBERT STREET, CURWENSVILLE, PA 16833
hereinafter called individually and jointly as "Tenant."

WITNESS:

WHEREAS, Landlord owns one lot located in Curwensville Borough, Clearfield County, Pennsylvania, on the west side of Filbert Street improved with a commercial building commonly known as 222 Filbert Street, such property being hereinafter referred to as the "Leased Premises;" and

WHEREAS, Landlord owns certain equipment, furniture, and fixtures contained on the Leased Premises related to the operation of a tire repair and sales business previously operated by Landlord and said furnishings, fixtures, tools, and equipment are hereinafter collectively referred to as the "Equipment;" and

WHEREAS, Tenant desires to lease the property together with the Equipment contained therein for the purpose of establishing and operating a commercial business and Landlord desires to lease

the same to him in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, incorporating the foregoing by reference, intending to be legally bound hereby, and in consideration of the rentals hereafter reserved, the parties agree as follows:

ARTICLE 1 - TERM AND RENTAL

Section 1.1 Initial Term. The initial term of this Lease shall be for one (1) month commencing on the 1st day of JUNE, 1997 and ending at Midnight, the 1st day of JULY, 1997. In addition, said lease shall without further action by either party be automatically renewed on a month to month basis at the same rental and in accordance with the same provisions provided for herein unless one party gives notice to the other that the automatic renewal provision is canceled and the lease terminated or surrendered as of a specified date, said notice to be given in writing no less than thirty (30) days prior to the termination or surrender date specified in the notice. Said lease shall then, in that event, terminate at Midnight on the last day of the last term. Provided however, Tenant expressly acknowledges that the Leased Premises are subject to a first lien purchase money mortgage of County National Bank, Clearfield, Pennsylvania and that all rights under this Lease Agreement are subordinate to said mortgage and in the event said mortgagee forecloses on the Leased Premises or Landlord surrenders the Leased Premises to said mortgagee, this Lease shall automatically terminate and be

deemed null and void and Landlord shall have no liability to Tenant arising out of said termination.

Section 1.2 Rental: During the primary term of this Lease and successive terms thereafter, Tenant covenants to pay unto Landlord the sum of Five Hundred Dollars (\$500.00) per month payable on or before the 1st day of each month subsequent to the commencement date of this Lease. Receipt of the first month's rent is hereby acknowledged and it is agreed that the next monthly rent shall be payable on or before the 1st day of July 1997 and then on the same day of each succeeding month thereafter. Further, Tenant agrees to pay a Five Hundred (\$500.00) Dollar security deposit which Landlord shall hold without any duty to pay interest to secure the payment of rental installments due hereafter in payment of any damages or other liabilities of the Tenant which the Tenant fails to satisfy in accordance with this Agreement.

ARTICLE 2 - LEASED PREMISES: USE AND OCCUPANCY

Section 2.1 Leased Premises. The premises subject to this Lease shall consist of one parcel of land, improved with a commercial building, situate in Curwensville Borough, Clearfield County, Pennsylvania being more particularly described in that certain deed to Landlord from J. Maurice Barrett et al dated August 23, 1983 and recorded in the Recorder of Deeds office of Clearfield County, Pennsylvania in Deeds and Records Book 903, Page 250, commonly known as 222 Filbert Street. Further, the

Equipment subject to this Lease is all those tools, furnishings, fixtures, equipment, and other items located in said building except for the following which is specifically excepted by the Landlord:

Section 2.2 Purpose. The purpose of this Lease is to permit Tenant to operate on the Leased Premises a commercial business and for other purposes reasonably connected thereto. Tenant covenants to use and occupy the Leased Premises only for lawful purposes. In conducting his business on the Leased Premises, Tenant covenants to conform to all applicable laws, regulations, ordinance and licensing requirements.

Section 2.3 Quiet Possession. Landlord covenants that he is seized in fee simple of the Leased Premises except that the Leased Premises are subject to a first mortgage lien in favor of County National Bank; that he has the full right to make this Lease; and that if and so long as Tenant shall not be in default hereunder, Tenant shall quietly hold, occupy, and enjoy the Leased Premises during all of the term and extensions hereof.

Section 2.4 Surrender of Possession. Tenant shall on or before the last day of the term hereby granted or of any extended term, or upon the sooner termination of this Lease, peaceably and quietly leave, surrender, and yield unto Landlord the Leased Premises, together with all alterations, additions, and

replacements thereon, free of substances, broom cleaned and in good order and condition except for reasonable wear and tear thereof, damage by the elements, fire, or acts of God.

Section 2.5 Assigning and Subletting. Tenant shall have no right to assign this Lease or sublet all or any part of the Leased Premises without Landlord's expressed consent. Any assignment or subleasing in violation of this provision shall constitute a default of this Lease.

Section 2.6 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors and assigns.

ARTICLE 3 - MAINTENANCE AND ALTERATIONS

Section 3.1 Maintenance and Repairs. Landlord agrees, at his own cost, to keep in good and proper condition only the structural (and no other) parts of the Leased Premises, including, but not limited to, the foundation, floor slab, basic walls, and roof and to make all repairs and replacements thereto. Landlord further agrees to be responsible for all major repairs (costing in excess of One Hundred [\$100.00] Dollars) to the furnace and heating system of the Leased Premises. Tenant agrees and covenants at his own cost and expense to maintain the Leased Premises in good condition and repair, including maintenance of drains and drainage and sewer pipes to the exterior of the building and the air conditioning system, and ordinary

maintenance or minor repairs (under One Hundred (\$100.00) Dollars) to the furnace and heating system, damage by the elements, fire, or Acts of God excepted. All maintenance and repair work undertaken by Tenant shall be done in a workmanlike manner, leaving the Leased Premises free of any liens for labor or materials. Tenant also agrees to maintain the Leased Premises in a clean and sanitary condition at all times and promptly at its own expense to remove therefrom all garbage and trash as well as ice and snow from all entrances, walkways, and parking areas. Tenant hereby grants to Landlord permission upon reasonable notice to enter the Leased Premises to effect repairs and inspect the condition of the Leased Premises.

Section 3.2 Alterations. Tenant is authorized at his own expense to make such alterations, repairs, and additions to the interior of the Leased Premises as he finds necessary for his purposes and as may be permitted by laws and regulations in force at the time; that no alterations, repairs, or additions to the exterior of the Leased Premises or which shall affect the structure of the building shall be made without first obtaining the written approval on each occasion of the Landlord. Tenant shall not permit any liens for any such alterations, repairs and the like to attach the Leased Premises.

ARTICLE 4 - TENANTS TRADE EQUIPMENT

Section 4.1 Trade Equipment Installation. Tenant shall furnish, at his own cost, and set in place, the equipment, furniture, draperies, upholstering, carpeting, and decorations (collectively designated herein as "Trade Equipment") as he may require in the operation of his business in the Leased Premises.

Section 4.2 Sign. Subject to securing necessary governmental permission therefore, Tenant is authorized to install such signs (part of Tenant's trade equipment) on the Leased Premises as he shall require in the proper conduct of his business. However, Tenant shall obtain Landlord's express permission and approval for any erection, location, or painting of signs to or on the exterior of the Leased Premises; provided however, Tenant shall have the right to maintain all existing signs and replacement signs at locations where signs for the business presently exist.

Section 4.3 Trade Equipment Removal. Landlord agrees that all such items of trade equipment installed or to be installed on the Leased Premises shall be and remain personal property and not real property notwithstanding the fact that the same may be nailed or screwed or otherwise attached or fixed to such real property. Tenant shall have the right at anytime to remove or replace any and all such trade equipment regardless of whether annexed or attached to the Leased Premises; provided however, that any damage to the premises caused thereby shall be promptly and effectively repaired by and at the expense of Tenant.

ARTICLE 5 - INSURANCE, DAMAGE, CONDEMNATION

Section 5.1 Public Liability Insurance. Tenant shall carry, at his own cost, comprehensive public liability insurance with limits of not less than Three Hundred Thousand (\$300,000.00) Dollars for bodily injury and death and Twenty-Five Thousand (\$25,000.00) Dollars for property damage, indemnifying and holding harmless both Landlord and Tenant from and against claims for injuries and deaths sustained by persons or property while on the Leased Premises, and shall include a provision for ten (10) days advance written notice to the Landlord in the event of any pending change or cancellation of such insurance. Further, without further demand, Tenant shall provide Landlord at closing and each year thereafter a certificate of insurance evidencing the issuance of such insurance by an insurance company licensed by the Commonwealth of Pennsylvania. If Tenant shall fail to make out or maintain such insurance, the Landlord may, at Landlord's election, procure the same, adding the premium costs thereof to the rents next due, it being hereby expressly covenanted and agreed that payment by Landlord of any such premium shall not be deemed to waive or release the default of Tenant and the payment thereof.

Section 5.2 Indemnification. Tenant agrees to and shall protect and hold Landlord harmless from any and all claims, suits, actions, losses, or damages arising from or in any way connected with his occupation of the Leased Premises or the conduct of his

business, including Landlord's reasonable counsel fees.

Section 5.3 Fire and Extended Coverage Insurance. Landlord will carry adequate fire insurance on the Leased Premises and subject to the rights of any bona fide first mortgagee of the Leased Premises, the proceeds of such insurance shall be used to repair and restore the Leased Premises in the event of damage by fire or other cause during the term thereof. Any excess of any insurance proceeds over the actual cost of any repair and restoration shall be the property of Landlord. Tenant shall be solely and exclusively responsible for protecting and insuring all of his tangible and intangible personal property located on the Leased Premises against fire loss or other casualty loss and shall insure as he elects any inventory, stock-in-trade, trade equipment, or personal property owned by him and located on the Leased Premises.

Section 5.4 Partial Damage by Fire or Other Insured Cause. If the improvements be partially damaged by fire or other cause and Tenant can reasonably carry on his business in substantially the same manner in which it had heretofore been ordinarily conducted, the damage thereto shall be repaired and restored promptly by Landlord, at no expense to Tenant without reduction in rental. In the event the Leased Premises be partially damaged by fire or other cause so that Tenant cannot carry on his business on the Leased Premises in substantially the same manner in which he had theretofore been ordinarily conducted, but the damage is not

sufficient so as to cause Tenant to cease operation, the damage thereto shall likewise be repaired and restored promptly by Landlord at no expense to Tenant. Until the damage of the Leased Premises is satisfactorily repaired or restored, until Tenant has been restored the full possession thereof and has resumed full operation of his business therein, Tenant's obligation to pay rental apportionable to such period in which Tenant was unable to carry on his business in substantially the same manner theretofore conducted shall be abated.

Section 5.5 Major Damage by Fire or Other Insured Cause. If the Leased Premises be damaged by fire or other cause so that Tenant cannot conduct his business on the Leased Premises in substantially the same manner in which it had theretofore been ordinarily conducted and the damage causes Tenant to cease entirely his operations on the Leased Premises, then the rental and all other obligations of Tenant under this Lease shall abate from the date of such damage until the improvements are fully and completely restored by the Landlord at no expense to the Tenant and full possession thereof has been taken by Tenant for the resumption of his business; provided however, in the event damage to the Leased Premises or damage to the building as a whole in which the Leased Premises is located are damaged by fire or other cause to such an extent that the cost of repairing the same or replacing the same exceeds the fair market value of the building immediately prior to such fire, Landlord at his option shall not

be obligated to repair or replace said building, and in the event of such election, all rights and obligations of the parties hereunder shall cease and end effective the date and time of such damage to the Leased Premises or the building in which it is contained.

Section 5.6 Condemnation of Entire Leased Premises. If the entire Leased Premises shall be taken for any public or quasi-public use under any statute or by the right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then all obligations of the Tenant under this Lease shall cease and terminate as of the date on which the Tenant surrenders, or is deprived of, the physical possession or occupation of the Leased Premises; and Tenant shall have the right to file and procure his claim for damages resulting from such taking.

ARTICLE 6 - LANDLORD'S AND TENANT'S OBLIGATIONS

Section 6.1 Landlord's Obligations. Landlord shall be responsible for the payment of real estate taxes and municipal assessments assessed against the Leased Premises and/or equipment.

Section 6.2 Tenant's Obligations. Tenant shall be responsible for all water charges or assessments and the reasonable cost of solid waste disposal from the Leased Premises. Tenant shall be responsible for all other utilities, costs and expenses deriving from and in connection with his occupation of the Leased Premises

including all charges for electricity, gas, and other public services used by him, including all expenses for snow removal from entranceways, walkways, and parking areas.

ARTICLE 7 - DEFAULTS

Section 7.1 Defaults. If at any time there shall occur any of the following events:

(a) If Tenant shall make an assignment for the benefit of his creditors; or

(b) If a decree, mandate, or other order by a court having jurisdiction shall have been entered adjudging Tenant a bankrupt or insolvent, or approving as properly filed a petition by Tenant seeking, under the Federal Bankruptcy Laws or any other similar applicable Federal or State law, the reorganization of Tenant (other than a reorganization not staying or impeding the collectability or enforceability of the liabilities or obligations of Tenant) or the composition, extension or arrangement of the liabilities of Tenant, and such decree, mandate or other order shall have continued undischarged or unstayed for a period of thirty (30) days; or if a decree, mandate or other order of a court having jurisdiction for the appointment of a receiver or a liquidator or a trustee or an assignee in bankruptcy or insolvency of Tenant or of all or substantially all of Tenant's property, or for the winding up or liquidation of his affairs, shall have been entered, and such decree, mandate or other order shall have remained in force un-

discharged and unstayed for a period of thirty (30) days; or

(c) If Tenant shall institute proceedings for a decree, mandate, or other order of any kind mentioned in and within the applicable provisions of the foregoing paragraph (b), or shall in any such proceedings not instituted by Tenant file a consent to any such decree or order; or if Tenant shall admit in writing his inability to pay his debts generally as they become due; or

(d) If the interest of Tenant in said premises shall be sold under execution or other legal process; or

(e) If Tenant shall fail to pay any installment of rental when due and such failure shall continue for fifteen (15) days after written notice thereof from Landlord; or

(f) If Tenant shall fail to perform or observe any other requirement of this Lease and any such failure shall continue for fifteen (15) days after written notice thereof from Landlord specifying the nature and extent of such default; then the lease term hereby created shall, at the option of Landlord, cease and determine, and the happening of any of the events specified in paragraphs (a) through (g) of this section shall operate as a notice to quit, all and every other kind of notice to quit being waived and Landlord may thereupon proceed to recover possession of the Leased Premises under and by virtue of the applicable laws of the Commonwealth of Pennsylvania regulating proceedings between Landlord and Tenant, or by such other proceedings as may at the time be in full force and effect in like cases; or

(g) Further, the foregoing requirement of the Landlord to give notice to the Tenant shall apply only to the first such default. If the Tenant subsequently commits a second default of the same nature, he shall not be entitled to written notice or an opportunity to cure, but shall be conclusively presumed to be in default under the terms of this Lease and shall quit the Leased Premises upon receiving notice to that effect from the Landlord.

Section 7.2 Grace Period. Anything hereinabove contained in the foregoing Section 7.1 to the contrary notwithstanding, it is expressly understood that, with respect to any default (except the nonpayment of rent) of such a nature that it cannot, with due diligence be cured within a period of fifteen (15) days, Landlord shall not be entitled to terminate this Lease if Tenant shall have commenced the curing of such default within the period of fifteen (15) days after written notice thereof from Landlord and so long as Tenant shall thereafter proceed with all due diligence to complete the curing of such default, it being the intention hereof that, in connection with any default not susceptible of being cured with due diligence within fifteen (15) days, the time of Tenant within which to cure the same shall be extended for such period as may be necessary to do so with all due diligence. Further, said grace period shall extend only to the first such default. Any succeeding default of the same nature shall not be subject to said grace period and the Tenant shall be conclusively presumed to be in default if the same default subsequently

occurs.

Section 7.3 Confessions of Judgment. In the case of default by Tenant, Tenant hereby authorizes and empowers any attorney of any court of record to appear for him and confess judgment for the principal sum of any rental unpaid with fifteen percent (15%) attorney's commission, hereby waiving the right of exemption and inquisitions insofar as the Leased Premises are concerned. In addition to any and all other remedies available to the Landlord at law or equity, Landlord may proceed by action of ejectment on this Lease Agreement after default is made for the recovery of the Leased Premises and in such case Tenant authorizes and empowers any attorney of any court of record to appear for him in an amicable action in ejectment for the Leased Premises, to be entered by the Prothonotary, in which Landlord shall be the plaintiff and Tenant the defendant, and confess judgment for the Leased Premises and authorize the immediate issuing of a Writ of Possession (without asking leave of court) with Fi Fa clause for costs and fifteen (15%) percent attorney's commission, waiving all stay and exemption laws.

ARTICLE 8 - TERMINATION OF AGREEMENT

Section 8.1 Termination. This Agreement may or shall be terminated in the following manners:

- (a) Upon mutual written consent of the parties;
- (b) Upon termination of the Lease in accordance with its terms;

(c) Upon default of the Tenant in accordance with the terms of this Lease;

(d) By either party giving notice to the other that the automatic renewal of the lease term is canceled, in which case, said Lease shall terminate as of course upon the conclusion of the current term.

ARTICLE 9 -- MISCELLANEOUS

9.1 Notice. All notices provided herein shall be deemed served if given one party to the other by personal service or by mailing the same to the other party by United States Mail, postage prepaid, certified, return receipt requested. The date said notice is actually received by personal service or the date it is mailed as aforesaid shall be deemed to be the date of service. The parties hereto certify that the following is their proper mailing addresses:

George W. Anderson
P. O. Box 449
Clearfield, PA 16830

KEVIN E MAINS
P O Box 164
Clearfield, PA 16833

Further, the foregoing addresses shall be deemed effective for purpose of service of notice until such time a party gives the other party notice of a change of mailing address in writing, served as provided herein.

All pronouns referring to the Landlord herein such as he or him or similar reference shall be deemed to refer to the

corporate landlord.

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

ATTEST:

Jeanine L. Wallace
Peggy A. Cason

WITNESS:

Jeanine L. Wallace

LANDLORD:
Curwensville Tire, Inc.

By: George W. Anderson
George W. Anderson
President

TENANT:

Ken E. Main (SEAL)

(SEAL)



**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEFOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

August 1, 2003

R. Dennis Gearhart, Esquire
Attorney at Law
215 East Locust Street
Clearfield, PA 16830

Chris A. Pentz, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

RE: KEVIN E. MAINS
vs.
GEORGE ANDERSON
No. 01-1656-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Monday, October 6, 2003. The following have been appointed to the Board of Arbitrators:

David S. Ammerman, Esquire
Kim C. Kesner, Esquire
Blaise Ferraraccio, Esquire
David J. Hopkins, Esquire
Brian K. Marshall, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,
Marcy Kelley
Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

August 11, 2003

R. Denning Gearhart, Esquire
Attorney at Law
215 East Locust Street
Clearfield, PA 16830

Chris A. Pentz, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

RE: KEVIN E. MAINS
vs.
GEORGE ANDERSON
No. 01-1656-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Monday, October 6, 2003 at 10:00 A.M. The following have been appointed as Arbitrators:

David S. Ammerman, Esquire, Chairman
Kim C. Kesner, Esquire
Christopher J. Shaw, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,
Marcy Kelley
Marcy Kelley
Deputy Court Administrator

cc: David S. Ammerman, Esquire
Kim C. Kesner, Esquire
Christopher J. Shaw, Esquire



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

August 1, 2003

Andrew P. Gates, Esquire
Gates & Seaman
Post Office Box 846
Clearfield, PA 16830

James A. Naddeo, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

RE: WILLIAM A. LAMKIE

vs.

ROBERT D. SMITH
No. 01-1656-CD

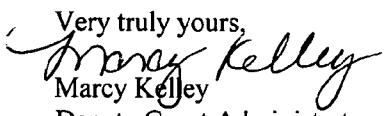
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Monday, October 6, 2003. The following have been appointed to the Board of Arbitrators:

David S. Ammerman, Esquire
Kim C. Kesner, Esquire
Blaise Ferraraccio, Esquire
David J. Hopkins, Esquire
Brian K. Marshall, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,

Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

August 11, 2003

Andrew P. Gates, Esquire
Gates & Seaman
Post Office Box 846
Clearfield, PA 16830

James A. Naddeo, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

RE: WILLIAM A. LAMKIE

vs.

ROBERT D. SMITH
No. 01-1656-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Monday, October 6, 2003 at 1:00 P.M. The following have been appointed to the Board of Arbitrators:

David S. Ammerman, Esquire, Chairman
Kim C. Kesner, Esquire
Christopher J. Shaw, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,
The signature of Marcy Kelley, written in cursive ink.
Marcy Kelley
Deputy Court Administrator

cc: David S. Ammerman, Esquire
Kim C. Kesner, Esquire
Christopher J. Shaw, Esquire



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

May 1, 2003

R. Denning Gearhart, Esquire
Attorney at Law
215 East Locust Street
Clearfield, PA 16830

Chris A. Pentz, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

RE: KEVIN E. MAINS
vs.
GEORGE ANDERSON
No. 01-1656-CD

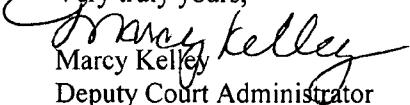
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Monday, July 28, 2003**. The following have been appointed to the Board of Arbitrators:

Earle D. Lees, Jr., Esquire
Girard Kasubick, Esquire
Paul E. Cherry, Esquire
David J. Hopkins, Esquire
Paul Colavecchi, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,

Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

May 12, 2003

R. Denning Gearhart, Esquire
Attorney at Law
215 East Locust Street
Clearfield, PA 16830

Chris A. Pentz, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

RE: KEVIN E. MAINS
vs.
GEORGE ANDERSON
No. 01-1656-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Monday, July 28, 2003 at 1:30 P.M. The following have been appointed as Arbitrators:

Girard Kasubick, Esquire, Chairman
Paul E. Cherry, Esquire
David J. Hopkins, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,
Marcy Kelley
Marcy Kelley
Deputy Court Administrator

cc: Girard Kasubick, Esquire
Paul E. Cherry, Esquire
David J. Hopkins, Esquire