



02-1035-CD  
MANUFACTURERS & TRADERS TRUST CO. et al -vs- MICROS & MORE, INC.

MANUFACTURERS & TRADERS  
TRUST CO., successor-by-merger to  
MIDSTATE BANK & TRUST CO.,  
Plaintiff

v.

MICROS & MORE, INC. d/b/a MICROS  
& MORE,  
Defendant

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

:  
:  
:  
: CASE NO. 02-1035-CD

:  
: IN MORTGAGE FORECLOSURE  
:  
:

**NOTICE TO DEFEND**

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

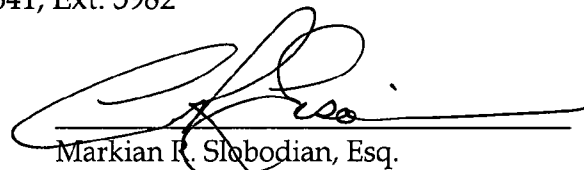
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641, Ext. 5982

**FILED**

JUL 01 2002

William A. Shaw  
Prothonotary



Markian R. Slobodian, Esq.  
I.D. #41075

Andrew R. Eisemann, Esq.  
I.D. #87441

801 North Second Street  
Harrisburg, PA 17102  
717/232-5180

Counsel for M & T Bank

Dated: 6/28/02

MANUFACTURERS & TRADERS  
TRUST CO., successor-by-merger to  
MIDSTATE BANK & TRUST CO.,  
Plaintiff

v.

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Defendant:

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### COMPLAINT

NOW COMES, Plaintiff, Manufacturers & Traders Trust Co., successor-by-merger to Midstate Bank & Trust Co., ("M & T Bank"), by its counsel, The Law Offices of Markian R. Slobodian, and files the following Complaint in Mortgage Foreclosure against Defendant, Micros & More, Inc. d/b/a Micros & More:

1. Plaintiff and Mortgagee, M & T Bank, is a banking institution, having a principal office at 1130 Twelfth Avenue, Altoona, PA 16603.
2. Defendant and Mortgagor, Micros & More, is a Pennsylvania partnership with a registered address at 130 Logan Street, Osceola Mills, Clearfield County, PA 16666.
3. On or about February 22, 1996 in connection with a certain loan made to Micros & More by M & T Bank, Micros & More made, executed and delivered to M & T Bank a certain note (the "Note") in the initial amount of \$27,450.00 pursuant to which Defendant agreed to make monthly payments with interest calculated at a variable rate. A copy of the Note is not currently available to attach as an exhibit because it was either lost or misplaced during M & T Bank's merger as successor to Midstate Bank & Trust Co.

4. As security for Micros & More's obligation under the Note, general partners James A. Gatto and Nicholas P. Cimino, on or about February 22, 1996, made, executed, and delivered to M & T Bank a mortgage (the "Mortgage") granting to M & T Bank a first lien on Defendant's certain real estate located at 130 Logan Street, Osceola Mills, Clearfield County, PA 16666, which real premises are more fully described in the Mortgage. A true and correct copy of the Mortgage is attached hereto and made a part hereof as Exhibit "A".

5. The Mortgage was duly recorded on March 6, 1996 by the Recorder of Deeds for Clearfield County, Pennsylvania in Record Book 1742 at page 22.

6. The Mortgage is in default because Defendant has failed to make payment of monthly installments of principal and interest in accordance with the terms of the Mortgage for the month of August 2001, and each month thereafter, up to and including the present time.

7. M & T Bank is not required to mail to Defendant a Notice of the Homeowners Emergency Mortgage Assistance Act in accordance with Pennsylvania Act 91 of 1983 because the Mortgage secures commercial, non-residential property.

8. The following amounts are due on the Mortgage:

a. Balance of principal (as of 6/18/02):	\$ 18,353.71
b. Interest at 8.95% per annum through 6/18/02:	\$ 1,275.13
c. Attorneys' fees (as authorized by Note & Mortgage):	<u>To be Added</u>
<b>TOTAL</b>	<b>\$ 19,728.84</b>

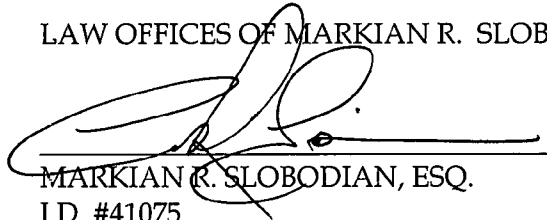
\*Plus attorneys' fees as authorized by the Note & Mortgage.

WHEREFORE, Plaintiff, M & T Bank, demands judgment in mortgage foreclosure against Defendant in the amount of \$19,728.84, plus attorneys' fees, plus the following amounts accruing after June 18, 2002:

- a. Interest at rate specified in Note, 8.95% per annum, from June 19, 2002 until Defendant satisfies its judgment; and
- b. Additional attorneys' fees hereinafter incurred, plus costs of suit.

Respectfully submitted,

LAW OFFICES OF MARKIAN R. SLOBODIAN



MARKIAN R. SLOBODIAN, ESQ.

I.D. #41075

ANDREW R. EISEMANN, ESQ.

I. D. #87441

801 North Second Street

Harrisburg, PA 17102

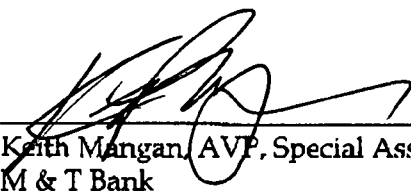
717/232-5180

Attorneys for M & T Bank

Dated: 6/28/02

**VERIFICATION**

Subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, I hereby certify that I am a Vice-President of M & T Bank, and I am authorized to verify this Complaint on its behalf, and further that the facts set forth in the foregoing Complaint are true and correct to the best of my information and belief.

  
\_\_\_\_\_  
Keith Mangan, AVP, Special Assets Dpt.  
M & T Bank

**EXHIBIT "A"**



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

WHEN RECORDED MAIL TO:

Mid-State Bank  
c/o Keystone Loan Operations Attn: Collateral Department  
130 Court Street PO Box 3187  
Williamsport, PA 17701

2/6/96  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 6:12 PM  
BY *[Signature]*  
FEES 17.50  
Karen L. Starck, Recorder



*[Signature]*  
Karen L. Starck  
Recorder of Deeds

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 22, 1996, between Micros and More, whose address is 130 Logan Street, Osceola Mills, PA 16666 (referred to below as "Grantor"); and MID-STATE BANK AND TRUST COMPANY, whose address is 17 North Front Street, PO Box 211, Philipsburg, PA 16866 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Clearfield County, Commonwealth of Pennsylvania (the "Real Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The Real Property or its address is commonly known as 130 Logan Street, Osceola Mills, PA 16666.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation James A. Gatto and Nicholas P. Cimino, individually and as co-partners, d/b/a Micros and More.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

**Lender.** The word "Lender" means MID-STATE BANK AND TRUST COMPANY, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated February 22, 1996, in the original principal amount of \$27,450.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

(A)

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CEHCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-493 ("SARA"), the Hazardous Materials Transportation Act of 1975, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership by-products or any fraction thereof use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Removal of Improvements.** Grantor shall not demolish, remove, alter, or otherwise materially change any improvements on the Property without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonable satisfactory to Lender, to protect Lender's interest.

**ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable the entire amount of the loan secured by this mortgage, if the Borrower fails to comply with the terms and conditions of the loan agreement, or if the Borrower fails to pay any installment of principal or interest when due, or if the Borrower fails to maintain the Property in good condition, or if the Borrower fails to maintain adequate security or a surety bond, reasonably calculated to protect the lender's interest, or if the Borrower fails to comply with any other term of the loan agreement.

**DUE ON SALE – CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of "Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-sold contract, or by sale, assignment, or transfer of any beneficial interest in, to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND FEES.** The Borrower shall be responsible for the payment of all taxes and fees, including recording fees, transfer taxes, and any other taxes or fees, which may be levied on the property or the transaction, whether or not such taxes or fees are specifically mentioned in this Mortgage.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of non-payment, Grantor shall within fifteen (15) days after the lien arises or is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender, or cash or a sufficient corporate surety bond or other security, to secure the discharge of the lien, or if to discharge the lien plus any costs and Lender's fees or other charges that could accrue as a result of a foreclosure or sale under the lien, or if any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and that

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that the cost of such improvements will be paid.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which

Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of those amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to affect discharge of any lien.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this

Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** The dissolution or termination of Grantor or Borrower's existence as a going business or the death of any partner, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Insecurity.** Lender in good faith deems itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the

party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Micros and More

By: James A. Gallo (SEAL)  
James A. Gallo, General Partner

By: Nicholas P. Cimino (SEAL)  
Nicholas P. Cimino, General Partner

Signed, acknowledged and delivered in the presence of:

x Cindy Strickland  
Witness  
x 25 to both  
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, MID-STATE BANK AND TRUST COMPANY, herein is as follows:  
17 North Front Street, PO Box 211, Philipsburg, PA 16866

[Signature]  
Attorney or Agent for Mortgagee

### PARTNERSHIP ACKNOWLEDGMENT

STATE OF Pennsylvania  
COUNTY OF CLEARFIELD ) ss

On this, the 5th day of March, 1996, before me Andrea M. Smith, the undersigned Notary Public, personally appeared James A. Gallo and Nicholas P. Cimino who acknowledged themselves to be the partners or designated agents of Micros and More, a partnership, and that they as such partners or designated agents, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as partners or designated agents.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal  
Andrea M. Smith, Notary Public  
Clearfield Co., Clearfield County  
My Commission Expires June 29, 1999

Andrea M. Smith  
Notary Public in and for the State of PA

ALL those certain pieces or parcels of land situate in the Borough of Osceola, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Being all that certain piece or parcel of land, beginning at the Southeast corner of Kate and Logan Streets; thence by said Kate Street, South sixty (60) degrees and thirty (30) minutes East eighty one and seventy five one hundredths (81-75/100) feet to the Hardman Phillips line; thence by Hardman Phillips tract line, along other land of Grantor, south sixty-two (62) degrees, twenty-four (24) minutes West, one hundred fifty and fifty-seven one hundredths (150-57/100) feet; thence by east side of said Logan Street, north twenty nine (29) degrees and thirty (30) minutes East, one hundred twenty-six and forty five one hundredths (126-45/100) feet to place of beginning and containing twelve one hundredths (0.12) acres of land.

THE SECOND THEREOF: Being all that certain tract or parcel of land beginning at a stone monument, corner of land formerly of J.C. Henderson; thence north sixty two (62) degrees, twenty three (23) minutes thirty six (36) seconds East five hundred and fifty seven (557) feet to Moshannon Creek; thence along said Creek in a southwesterly direction six hundred and fifteen (615) feet to land formerly of David Dunn; thence along said Dunn land and the said Henderson land, north thirty six (36) degrees and thirty six (36) minutes West, one hundred and ninety five (195) feet to the place of beginning.

BEING the same premises conveyed to the Mortgagors herein by deed dated March 5, 1996, recorded in Clearfield County Record Volume 1742, Page 18.

Entered of Record March 6, 1996 10:12 AM Karen L. Starch, Recorder

FILED

Atty pd.

m/11:30-2:30

80.00

JUL 01 2002

1 cc Sheriff

William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12718

MANUFACTURERS & TRADERS TRUST CO.

02-1035-CD

VS.

MICROS & MORE, INC. d/b/a MICROS & MORE

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JULY 5, 2002 AT 1:50 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICROS & MORE, INC. D/B/A MICROS & MORE, DEFENDANT AT RESIDENCE, RR#1 BOX 462A, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDNIG TO NICHOLAS P. CIMINO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MORGILLO/RYEN

**Return Costs**

Cost Description

31.34 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

29<sup>th</sup> Day Of AUGUST 2002

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
by *Marilyn Hamr*  
Chester A. Hawkins  
Sheriff

**FILED** *[Signature]*

AUG 29 2002  
0/8:35  
William A. Shaw  
Prothonotary



MANUFACTURERS & TRADERS	:	IN THE COURT OF COMMON PLEAS OF
TRUST CO., successor-by-merger to	:	CLEARFIELD COUNTY, PA
MIDSTATE BANK & TRUST CO.,	:	
Plaintiff	:	
	:	CASE NO. 02-1035-CD
v.	:	
	:	IN MORTGAGE FORECLOSURE
MICROS & MORE, INC. d/b/a	:	
MICROS & MORE,	:	
Defendant	:	

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

**TO THE PROTHONOTARY OF CLEARFIELD COUNTY.**

Pursuant to Pa.R. Civ. P. No. 1037(b), enter judgment in favor of Manufacturers & Traders Trust Company, successor-by-merger to Midstate Bank & Trust Company, Plaintiff in the above-captioned action, and against Micros & More, Inc, d/b/a Micros & More, Defendant in the above-captioned action, for failure to file an Answer to Plaintiff's Complaint within twenty (20) days from the date of service of said Complaint and assess Plaintiff's damages in the total sum of \$19,876.36 plus attorneys' fees and costs as follows:

\$18,353.71 as principal and \$1,522.65 as interest through August 12, 2002, plus the following:

- a) Interest at the rate specified in the Mortgage & Note (8.95% per annum or \$4.50 per diem) from August 13, 2002 to date of judgment;
- b) Interest at the rate specified in the Mortgage & Note (8.95% per annum or \$4.50 per diem) after the date of judgment;
- c) Attorney's fees and expenses; and
- d) Costs of suit.

**FILED**

AUG 29 2002

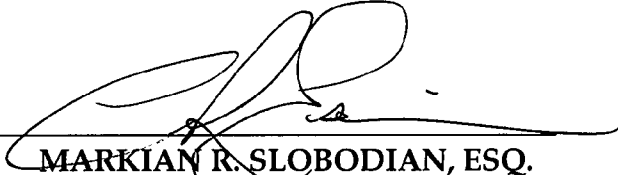
m / 8:55 / was  
William A. Shaw  
Prothonotary

I hereby certify that a written Notice of Intention to File this Praecipe for Entry of Default Judgment was served in accordance with Pa.R. Civ. P. No. 237.1. A true and correct copy of the aforesaid Notice is attached hereto as Exhibit "A".

I hereby certify that the last known address of the Defendant is:

Nicholas P. Cimino  
R.R. #1, Box 462A  
Osceola Mills, PA 16666

LAW OFFICES OF MARKIAN R. SLOBODIAN

By 

**MARKIAN R. SLOBODIAN, ESQ.**

**ID No. 41075**

**ANDREW R. EISEMANN, ESQ.**

**ID No. 87441**

801 North Second Street

Harrisburg, PA 17102

(717) 232-5180

Attorneys for Plaintiff, M & T Bank

Dated: 8/12/02

**EXHIBIT "A"**

MANUFACTURERS & TRADERS : IN THE COURT OF COMMON PLEAS OF  
TRUST CO., successor-by-merger to : CLEARFIELD COUNTY, PA  
MIDSTATE BANK & TRUST CO., :  
Plaintiff :  
v. :  
MICROS & MORE, INC. d/b/a :  
MICROS & MORE, :  
Defendant :

**NOTICE OF INTENTION TO ENTER JUDGMENT BY DEFAULT**

TO: Nicholas P. Cimino  
R.R. #1, Box 462A  
Osceola Mills, PA 16666

DATED: August 1, 2002

**IMPORTANT NOTICE**

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

PENNSYLVANIA LAWYER REFERRAL SERVICE  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

NOTICIA IMPORTANTE

TO: Nicholas P. Cimino  
R.R. #1, Box 462A  
Osceola Mills, PA 16666

Dated: August 1, 2002

USTED HA NO COMPLIDO CON EL AVISO ANTERIOR PORQUE HA FALTADO EN TOMAR MEDIDAS REQUERIDAS RESPECTO A ESTE CASO. SI USTED NO ACTUA DENTRO DE DIEZ (10) DIAS DESDE LA FECHA DE ESTA NOTICIA, ES POSIBLE QUE UN FALLO SERIA REGISTRADO CONTRA USTED SIN UNA AUDIENCIA Y USTED PODRIA PERDER SU PROPIEDAD O OSTROS DERECHOS

IMPORTANTES. USTED DEBE LLEVAR ESTA NOTICIA A SU ABOGADO EN SEGUIDA. SI USTED NO TIENE ABOGADO O NO TIENE CON QUE PAGAR LOS SERVICIOS DE UN ABOGADO, VAYA O LLAME A LA OFICINA ESCRITA ABAJO PARA AVERIGUAR A DONDE USTED PUEDE OBTENER LA AYUDA LEGAL.

PENNSYLVANIA LAWYER REFERRAL SERVICE  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

LAW OFFICES OF MARKIAN R. SLOBODIAN

By



MARKIAN R. SLOBODIAN, ESQ.

I.D. No. 41073

ANDREW R. EISEMANN, ESQ.

I.D. No. 87441

801 North Second Street

Harrisburg, PA 17102

(717) 232-5180


Attorneys for Plaintiff, M & T Bank

Dated: 8/1/02

**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the foregoing Praeipie for Entry of Default on Judgment on the Defendant by United States mail, first class, postage prepaid and addressed to the following individual(s):

Nicholas P. Cimino  
R.R. #1, Box 462A  
Osceola Mills, PA 16666

  
\_\_\_\_\_  
Andrew R. Eisemann, Esq.

Dated: 8/12/02

MANUFACTURERS & TRADERS : IN THE COURT OF COMMON PLEAS OF  
TRUST CO., successor-by-merger to : CLEARFIELD COUNTY, PA  
MIDSTATE BANK & TRUST CO., :  
Plaintiff :  
v. :  
MICROS & MORE, INC. d/b/a : CASE NO. 02-1035-CD  
MICROS & MORE, :  
Defendant :  
IN MORTGAGE FORECLOSURE

**NOTICE OF ENTRY OF JUDGMENT**  
**PURSUANT TO RULE 236**

TO: Micros & More, Inc., d/b/a Micros & More, Defendant

You are hereby notified that on the 29 day of August, 2002, the following Judgment has been entered against you in the above-captioned case.

Judgment is entered in favor of Plaintiff in the above-captioned action and against Micros & More, Inc., d/b/a Micros & More, Defendant, in the total sum of \$19,876.36 plus attorneys' fees and costs as follows:

\$18,353.71 as principal and \$1,522.65 as interest through August 12, 2002, plus attorney's fees, plus interest from August 13, 2002, at the rate of 18% per annum until Defendant's obligation is paid in full.

DATE: August 29, 2002



Prothonotary

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

I hereby certify that the name and address of the proper person(s) to receive this Notice under Pa.R. Civ. P. No. 236 is:

Nicholas P. Cimino  
R.R. #1, Box 462A  
Osceola Mills, PA 16666

LAW OFFICES OF MARKIAN R. SLOBODIAN

By 

MARKIAN R. SLOBODIAN, ESQ.

ID No. 41075

ANDREW R. EISEMANN, ESQ.

ID No. 87441

801 North Second Street

Harrisburg, PA 17102

(717) 232-5180

Attorneys for M & T Bank

Dated: 8/12/02



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

Manufacturers & Traders Trust Co.  
MidState Bank & Trust Co.  
Plaintiff(s)

No.: 2002-01035-CD

Real Debt: \$19876.36

Atty's Comm:

Vs.

Costs: \$

Int. From: August 13, 2002 at 8.95% per  
annum

Micros & More, Inc. d/b/a  
Micros & More,  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 29, 2002

Expires: August 29, 2007

Certified from the record this August 29, 2002

\_\_\_\_\_  
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

MANUFACTURERS & TRADERS  
TRUST CO., successor-by-merger to  
MIDSTATE BANK & TRUST CO.,  
Plaintiff

v.

MICROS & MORE, INC. d/b/a  
MICROS & MORE, and JAMES A.  
GATTO & NICHOLAS P. CIMINO,  
PARTNERS, d/b/a MICROS & MORE,  
Defendants

CA  
: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
:  
:  
: CASE NO. 02-1035-CD  
:  
: IN MORTGAGE FORECLOSURE  
:  
: AMOUNT DUE: \$20,011.36, plus interest  
: until Defendant's obligation is satisfied,  
: plus fees and costs  
:

**ORDER APPROVING JOINT STIPULATION TO AMEND  
THE CAPTION AND JUDGMENT DEBTOR**

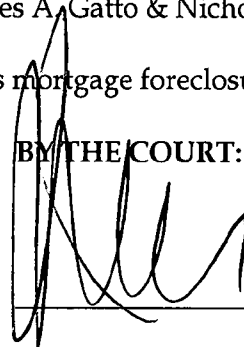
AND NOW, this 10<sup>th</sup> day of November, 2002, upon

consideration of the Joint Stipulation between Manufacturers & Traders Trust Co., successor-by-merger to Midstate Bank & Trust Co., and James A. Gatto & Nicholas P. Cimino, Partners d/b/a Micros & More, and upon finding good cause for approving the Stipulation:

**IT IS HEREBY ORDERED THAT:**

1. The Joint Stipulation between Manufacturers & Traders Trust Co., successor-by-merger to Midstate Bank & Trust Co., and James A. Gatto & Nicholas P. Cimino, Partners d/b/a Micros & More, shall be and is hereby approved;
2. The case caption is amended to add "James A. Gatto & Nicholas P. Cimino, Partners d/b/a Micros & More" as a Defendant in this mortgage foreclosure action; and
3. The Judgment is amended to add "James A. Gatto & Nicholas P. Cimino, Partners d/b/a Micros & More" as Judgment Debtor in this mortgage foreclosure action.

BY THE COURT:



**FILED**

J.

NOV 12 2012

01/12/2012

William A. Shaw  
Prothonotary/Clerk of Courts

CELESTIAL ARTS

NOTICE TO AMEND DEBTOR

MANUFACTURERS & TRADERS  
TRUST CO., successor-by-merger to  
MIDSTATE BANK & TRUST CO.,  
Plaintiff

v.

MICROS & MORE, INC. d/b/a  
MICROS & MORE,  
Defendant

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
:  
: CASE NO. 02-1035-CD  
:  
: IN MORTGAGE FORECLOSURE  
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: AMOUNT DUE: \$20,011.36, plus interest  
: until Defendant's obligation is satisfied,  
: plus fees and costs

**FILED**

NOV 08 2012

William A. Shaw  
Prothonotary/Clerk of Courts

**JOINT STIPULATION TO ALLOW PLAINTIFF TO AMEND  
THE CAPTION AND NAME OF THE JUDGMENT DEBTOR**

NOW COME, Plaintiff, Manufacturers & Traders Trust Company, successor-by-merger to Midstate Bank & Trust Co. ("M & T Bank"), by its attorneys, The Law Offices of Markian R. Slobodian, and Defendant Micros & More, Inc. d/b/a Micros & More, by its officers, Nicholas P. Cimino and James A. Gatto, and hereby agree as follows:

WHEREAS, M & T Bank has obtained a judgment by default with regard to certain real property (the "Real Property") in mortgage foreclosure against "Micros & More, Inc. d/b/a Micros & More" in the above-referenced case;

➔ WHEREAS, M & T Bank inaccurately named "Micros & More, Inc. d/b/a Micros & More" as the sole Defendant and Judgment Debtor;

WHEREAS, M & T Bank properly identified in its Complaint that Nicholas P. Cimino and James A. Gatto were partners doing business as "Micros & More" and that the partnership is the Mortgagor of the Real Property;

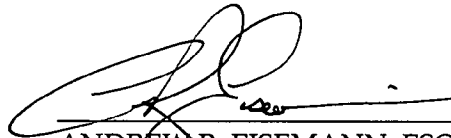
WHEREAS, M & T Bank properly served the Complaint and Notice of Default Judgment on Partner, Nicholas A. Cimino;

WHEREAS, the Deed of the subject Real Property names "James A. Gatto and Nicholas P. Cimino, Partners, doing business as Micros & More" as the current owner of the Real Property;

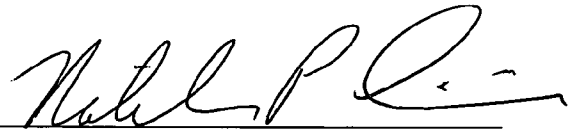
WHEREAS, M & T Bank seeks to amend the caption to identify more accurately the Judgment Debtor and Owner of the Real Property;

NOW THEREFORE, Defendant hereby agrees to allow M& T Bank to amend both the Judgment and the caption in the instant case to include the name of "James A. Gatto & Nicholas P. Cimino, Partners, d/b/a Micros & More" as Judgment Debtor in the above-referenced action.

AND NOW, intended to be legally bound thereby, the Parties hereby set their hands and seals.



ANDREW R. EISEMANN, ESQ.  
The Law Offices of Markian R. Slobodian  
801 North Second Street  
Harrisburg, PA 17102  
Counsel for M & T Bank



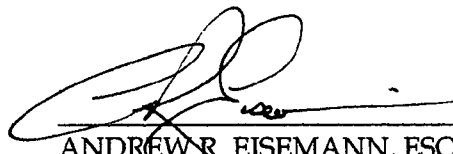
NICHOLAS P. CIMINO, General Partner  
Micros & More  
RR #1, Box 462A  
Osceola Mills, PA 16666

JAMES A. GATTO, General Partner  
Micros & More  
101 Scott Lane  
Venetia, PA 15367

WHEREAS, M & T Bank seeks to amend the caption to identify more accurately the Judgment Debtor and Owner of the Real Property;

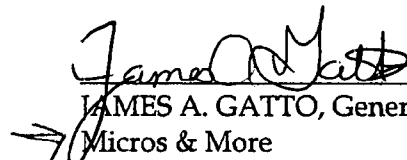
NOW THEREFORE, Defendant hereby agrees to allow M& T Bank to amend both the Judgment and the caption in the instant case to include the name of "James A. Gatto & Nicholas P. Cimino, Partners, d/b/a Micros & More" as Judgment Debtor in the above-referenced action.

AND NOW, intended to be legally bound thereby, the Parties hereby set their hands and seals.



ANDREW R. EISEMANN, ESQ.  
The Law Offices of Markian R. Slobodian  
801 North Second Street  
Harrisburg, PA 17102  
Counsel for M & T Bank

NICHOLAS P. CIMINO, General Partner  
Micros & More  
RR #1, Box 462A  
Osceola Mills, PA 16666



JAMES A. GATTO, General Partner  
Micros & More  
101 Scott Lane  
Venetia, PA 15367

**FILED**

NOV 08 2012

M/2:40/WS

William A. Shaw  
Prothonotary/Clerk of Courts

1 case to ATT

*[Handwritten signature]*

*40800 492*

MANUFACTURERS & TRADERS  
TRUST CO., successor-by-merger to  
MIDSTATE BANK & TRUST CO.,  
Plaintiff

v.

MICROS & MORE, INC. d/b/a  
MICROS & MORE, and JAMES A.  
GATTO & NICHOLAS P. CIMINO,  
PARTNERS, d/b/a MICROS & MORE,  
Defendants

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
:  
:  
: CASE NO. 02-1035-CD  
:  
: IN MORTGAGE FORECLOSURE  
:  
: AMOUNT DUE: \$20,011.36, plus interest  
: until Defendant's obligation is satisfied,  
: plus fees and costs  
:

**AMENDED NOTICE OF ENTRY OF JUDGMENT**  
**PURSUANT TO RULE 236**

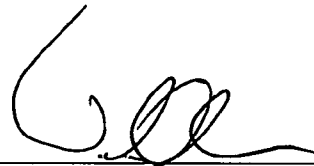
TO: Micros & More, Inc., d/b/a Micros & More, and James A. Gatto &  
Nicholas P. Cimino, Partners, d/b/a Micros & More, Defendants

You are hereby notified that on the 12<sup>th</sup> day of November, 2002, the following  
Judgment has been entered against you in the above-captioned case.

Judgment is entered in favor of Plaintiff in the above-captioned action and  
against Micros & More, Inc., d/b/a Micros & More, and James A. Gatto & Nicholas P.  
Cimino, Partners, d/b/a Micros & More, Defendants, in the total sum of \$19,876.36 plus  
attorneys' fees and costs as follows:

\$18,353.71 as principal and \$1,522.65 as interest through August 12, 2002, plus  
attorney's fees, plus interest from August 13, 2002, at the rate of 18% per annum until  
Defendant's obligation is paid in full.

DATE: 11-12-02




Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this Notice under Pa.R. Civ. P. No. 236 is:

Nicholas P. Cimino  
R.R. #1, Box 462A  
Osceola Mills, PA 16666

James A. Gatto  
101 Scott Lane  
Venetia, PA 15367

LAW OFFICES OF MARKIAN R. SLOBODIAN

By   
MARKIAN R. SLOBODIAN, ESQ.  
ID No. 41075  
ANDREW R. EISEMANN, ESQ.  
ID No. 87441  
801 North Second Street  
Harrisburg, PA 17102  
(717) 232-5180

Attorneys for M & T Bank

Dated: 11/6/02



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

Manufacturers & Traders Trust Co.  
MidState Bank & Trust Co.  
Plaintiff(s)

Docket:

No.: 2002-01035-CD

Real Debt: \$19,876.36

Atty's Comm:

Vs.

Costs: \$

Int. From: August 13, 2002 at 18%

Micros & More, Inc. d/b/a/  
Micros & More, and James A. Gatto  
& Nicholas P. Cimino, d/b/a Micros & More  
Defendant(s)

Entry: \$20.00

Instrument: Order Approving Amended  
Judgment

Date of Entry: November 12, 2002

Expires: November 12, 2007

Certified from the record this November 12, 2002

\_\_\_\_\_  
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

MANUFACTURERS & TRADERS  
TRUST CO., successor-by-merger to  
MIDSTATE BANK & TRUST CO.,  
Plaintiff

v.

MICROS & MORE, INC. d/b/a  
MICROS & MORE, and JAMES A.  
GATTO & NICHOLAS P. CIMINO,  
PARTNERS, d/b/a MICROS & MORE,  
Defendants

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
:  
:  
: CASE NO. 02-1035-CD  
:  
: IN MORTGAGE FORECLOSURE  
:  
: AMOUNT DUE: \$20,011.36, plus interest  
: until Defendant's obligation is satisfied,  
: plus fees and costs

**PRAECIPE FOR WRIT OF EXECUTION - REAL PROPERTY**  
**(MORTGAGE FORECLOSURE)**

TO THE PROTHONOTARY OF THE CLEARFIELD COUNTY, PENNSYLVANIA:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:

1. Directed to the Sheriff of Clearfield County, Pennsylvania;
2. Amount due:

a. Balance of Principal (as of 9/11/02):	\$ 18,353.71
b. Interest at 8.95% per annum through 9/11/02:	\$ 1,657.65
c. Attorneys' Fees & Costs (as authorized by Note and Mortgage):	<u>to be added</u>
<b>TOTAL as of September 11, 2002:</b>	<b>\$ 20,011.36*</b>

\*Plus attorneys' fees and costs of suit through September 11, 2002.

*Prothonotary costs* 140.00

Plus the following amounts starting September 12, 2002:

- a) Interest at the rate specified by the Note and Mortgage, 8.95% per annum  
or \$4.50 per day from September 12, 2002 until judgment is satisfied;
- b) Reasonable attorneys' fees and expenses; and
- c) Costs of suit.

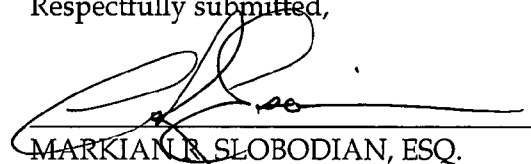
**FILED**

NOV 13 2002

William A. Shaw  
Prothonotary

Dated: 11/8/02

Respectfully submitted,

  
MARKIAN R. SLOBODIAN, ESQ.

ID #41075

ANDREW R. EISEMANN, ESQ.

ID #87441

801 North Second Street

Harrisburg, PA 17102

717/232-5180

Attorneys for Plaintiff, M & T Bank

FILED

Atty pd.  
20.00.

m/19:16 Y&H  
NOV 13 2002

1 CC SH55  
to control Pop. descr.

William A. Shaw  
Prothonotary



COPY

MANUFACTURERS & TRADERS  
TRUST CO., successor-by-merger to  
MIDSTATE BANK & TRUST CO.,  
Plaintiff

v.

MICROS & MORE, INC. d/b/a  
MICROS & MORE, and JAMES A.  
GATIO & NICHOLAS P. CIMINO,  
PARTNERS, d/b/a MICROS & MORE  
Defendants

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
:  
:  
: CASE NO. 02-1035-CD  
:  
: IN MORTGAGE FORECLOSURE  
:  
: AMOUNT DUE: \$20,011.36, plus interest  
: until Defendant's obligation is satisfied,  
: plus fees and costs

WRIT OF EXECUTION - REAL PROPERTY  
(MORTGAGE FORECLOSURE)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To Satisfy the judgment, interest and costs against Micros and More, Inc. d/b/a Micros and More:

1. You are directed to levy upon and sell the following described property:

Proceed to levy against Defendant's commercial real property with an address commonly known as 130 Logan Street, Osceola Mills, PA 16666. SEE LEGAL DESCRIPTION OF THE REAL PROPERTY WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

2. Amount due.

a. Balance of Principal (as of 9/11/02):	\$ 18,353.71
b. Interest at 8.95% per annum through 9/11/02:	\$ 1,657.65
c. Attorneys' Fees & Costs (as authorized by Note and Mortgage):	to be added
<b>TOTAL as of September 11, 2002:</b>	<b>\$ 20,011.36*</b>

\*Plus attorneys' fees and costs of suit through September 11, 2002.

Plus the following amounts starting September 12, 2002: *Prothonotary costs 140.00*

- a) Interest at the rate specified by the Note and Mortgage, 8.95% per annum or \$4.50 per day from September 12, 2002 until judgment is satisfied;
- b) Reasonable attorneys' fees and expenses; and
- c) Costs of suit.

Seal of the Court  
Dated: 11/13/02

*William Shaw*  
William Shaw, Prothonotary  
Court of Common Pleas for Clearfield County, PA

No. 02-1035-CD

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA

Manufacturers & Traders Trust Co.

Successor-by-merger to Midstate Bank & Trust Co.

v.

Micros and More, Inc. d/b/a

Micros & More, and James A. Gatto

& Nicholas P. Cimino, Partners, d/b/a

Micros & More

WRIT OF EXECUTION  
(Mortgage Foreclosure)  
Pa.R.C.P. 3180 to 3183 etc.

The Law Offices of Markian R. Slobodian  
Attorney for Plaintiff (s)

Address: 801 North Second Street  
Harrisburg, PA 17102

Where papers may be served.

**EXHIBIT "A"**

**REAL PROPERTY DESCRIPTION**  
**(Commercial Property)**

**COMMERCIAL PROPERTY** with structure thereon at 130 Logan Street, Osceola Mills, PA 16666

**ALL** those certain pieces or parcels, situated in **THE BOROUGH OF OSCEOLA, COUNTY OF CLEARFIELD, PENNSYLVANIA**, more particularly bounded and described as follows, to wit:

**THE FIRST THEREOF** Being all that certain piece or parcel of land, beginning at the Southeast corner of Kate and Logan Streets; thence by said Kate Street, South sixty (60) degrees and thirty (30) minutes East eighty one and seventy five one hundredths (81-75/100) feet to the Hardman Phillips line; thence by Hardman Phillips tract line, along other land of Grantor, south sixty-two (62) degrees, twenty-four (24) minutes West, one hundred fifty and fifty-seven one hundredths (150-57/100) feet; thence by east side of said Logan Street, north twenty-nine (29) degrees and thirty (30) minutes East, one hundred twenty-six and forty-five one hundredths (126-45/100) feet to place of beginning and containing twelve one hundredths (0.12) acres of land.

**THE SECOND THEREOF** Being all that certain tract or parcel of land beginning at a stone monument, corner of land formerly of J.C. Henderson; thence north sixty-two (62) degrees, twenty-three (23) minutes thirty-six (36) seconds East five hundred and fifty-seven (557) feet to Moshannon Creek; thence along said Creek in a southwesterly direction six hundred and fifteen (615) feet to land formerly of David Dunn; thence along said Dunn land and the said Henderson land, north thirty-six (36) degrees and thirty-six (36) minutes West, one hundred and ninety-five (195) feet to the place of beginning.

**CONTAINING** 2 acres, more or less.

**BEING** the same premises title to which became vested in James A. Gatto and Nicholas P. Cimino, Partners, d/b/a Micros & More by Deed of Amelia L. Cimino, dated March 5, 1996 and recorded March 6, 1996 in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1742, Page 19.

**BEING KNOWN** as Tax Parcel No. 16-013-378-62.

**SEIZED and TAKEN** in execution by the Sheriff of Clearfield County to be sold as the property of James A. Gatto and Nicholas P. Cimino, Partners, d/b/a Micros & More, as sole mortgagor and real owner under Judgment No. 02-1035-CD in the Court of Common Pleas of Clearfield County, Pennsylvania.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13306

MANUFACTURERS & TRADERS TRUST CO ET AL

02-1035-CD

VS.

MICRO & MORE, INC. ET AL

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, NOVEMBER 20, 2002 @ 2:07 P.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF JANUARY 10, 2003 WAS SET.

**FILED**

0/12:25:01  
FEB 18 2003

William A. Shaw  
Prothonotary

NOW, NOVEMBER 20, 2002 @ 2:00 P.M. O'CLOCK SERVED NICHOLAS P. CIMINO, AT HIS RESIDENCE R. R. #1, BOX 462A, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DORIS CIMINO, DEFENDANTS WIFE, A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JANUARY 10, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT.

THE PROPERTY WAS PURCHASED BY BRIAN J. HOOPSICK OF 409 PRESQUESILE STREET, PHILIPSBURG, PA 16866 FOR \$26,520.00. A PAYMENT OF \$2,600 WAS RECEIVED DAY OF THE SALE CHECK #1061 RECEIPT #1168.

NOW, JANUARY 27, 2003 BILLED BRIAN J. HOOPSICK FOR REMAINDER OF PURCHASE.

NOW, FEBRUARY 3, 2003 RECEIVED CHECK FOR BALANCE OF SALE.

NOW, FEBRUARY 14, 2003 PAID COSTS FROM SALE.

NOW, FEBRUARY 18, 2003 RETURN SALE AS PROPERTY BEING PURCHASED BY BRIAN J. HOOPSICK OF 409 PRESQUESILE STREET, PHILIPSBURG, PA FOR \$26,500.00. PAID BILLS FROM PAYMENTS RECEIVED FROM BRIAN J. HOOPSICK

NOW, FEBRUARY 18, 2003 DEED WAS FILED.



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

13306

MANUFACTURERS & TRADERS TRUST CO ET AL

02-1035-CD

VS.

MICRO & MORE, INC. ET AL

WRIT OF EXEUTUION REAL ESTATE

SHERIFF RETURNS

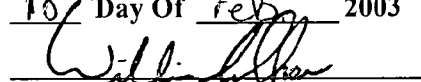
SHERIFF HAWKINS \$735.44

SURCHARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

18<sup>th</sup> Day Of February 2003



WILLIAM A. SHAW

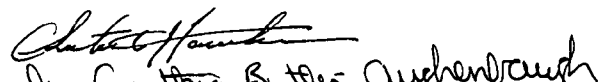
Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins

Sheriff

MANUFACTURERS & TRADERS  
TRUST CO., successor-by-merger to  
MIDSTATE BANK & TRUST CO.,  
Plaintiff

v.

MICROS & MORE, INC. d/b/a  
MICROS & MORE, and JAMES A.  
GATIO & NICHOLAS P. CIMINO,  
PARTNERS, d/b/a MICROS & MORE  
Defendants

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
:  
:  
: CASE NO. 02-1035-CD  
:  
: IN MORTGAGE FORECLOSURE  
:  
: AMOUNT DUE: \$20,011.36, plus interest  
: until Defendant's obligation is satisfied,  
: plus fees and costs

WRIT OF EXECUTION - REAL PROPERTY  
(MORTGAGE FORECLOSURE)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To Satisfy the judgment, interest and costs against Micros and More, Inc. d/b/a Micros and More:

1. You are directed to levy upon and sell the following described property:

Proceed to levy against Defendant's commercial real property with an address commonly known as 130 Logan Street, Osceola Mills, PA 16666. SEE LEGAL DESCRIPTION OF THE REAL PROPERTY WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

2. Amount due.

a. Balance of Principal (as of 9/11/02):	\$ 18,353.71
b. Interest at 8.95% per annum through 9/11/02:	\$ 1,657.65
c. Attorneys' Fees & Costs (as authorized by Note and Mortgage):	<u>to be added</u>
<b>TOTAL as of September 11, 2002:</b>	<b>\$ 20,011.36*</b>


\*Plus attorneys' fees and costs of suit through September 11, 2002.

Plus the following amounts starting September 12, 2002:

- a) Interest at the rate specified by the Note and Mortgage, 8.95% per annum or \$4.50 per day from September 12, 2002 until judgment is satisfied;
- b) Reasonable attorneys' fees and expenses; and
- c) Costs of suit.

Seal of the Court

Dated: 11/13/02

  
William Shaw, Prothonotary  
Court of Common Pleas for Clearfield County, PA

Received November 13, 2002 @ 10:05 a.m.  
Chester A. Hawkins  
by Cynthia Butler-Aughenbaugh

**REAL PROPERTY DESCRIPTION**  
**(Commercial Property)**

**COMMERCIAL PROPERTY** with structure thereon at 130 Logan Street, Osceola Mills, PA 16666

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**THE FIRST THEREOF** Being all that certain piece or parcel of land, beginning at the Southeast corner of Kate and Logan Streets; thence by said Kate Street, South sixty (60) degrees and thirty (30) minutes East eighty one and seventy five one hundredths (81-75/100) feet to the Hardman Phillips line; thence by Hardman Phillips tract line, along other land of Grantor, south sixty-two (62) degrees, twenty-four (24) minutes West, one hundred fifty and fifty-seven one hundredths (150-57/100) feet; thence by east side of said Logan Street, north twenty-nine (29) degrees and thirty (30) minutes East, one hundred twenty-six and forty-five one hundredths (126-45/100) feet to place of beginning and containing twelve one hundredths (0.12) acres of land.

**THE SECOND THEREOF** Being all that certain tract or parcel of land beginning at a stone monument, corner of land formerly of J.C. Henderson; thence north sixty-two (62) degrees, twenty-three (23) minutes thirty-six (36) seconds East five hundred and fifty-seven (557) feet to Moshannon Creek; thence along said Creek in a southwesterly direction six hundred and fifteen (615) feet to land formerly of David Dunn; thence along said Dunn land and the said Henderson land, north thirty-six (36) degrees and thirty-six (36) minutes West, one hundred and ninety-five (195) feet to the place of beginning.

**CONTAINING 2 acres, more or less.**

**BEING** the same premises title to which became vested in James A. Gatto and Nicholas P. Cimino, Partners, d/b/a Micros & More by Deed of Amelia L. Cimino, dated March 5, 1996 and recorded March 6, 1996 in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1742, Page 19.

**BEING KNOWN** as Tax Parcel No. 16-013-378-62.

**SEIZED and TAKEN** in execution by the Sheriff of Clearfield County to be sold as the property of James A. Gatto and Nicholas P. Cimino, Partners, d/b/a Micros & More, as sole mortgagor and real owner under Judgment No. 02-1035-CD in the Court of Common Pleas of Clearfield County, Pennsylvania.

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME MICROS NO. 02-1035-CD

NOW, January 10, 2003, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 10TH day of JANUARY 2003, I exposed the within described real estate of MANUFACTURERS & TRADERS TRUST CO., successor-by-merger to MIDSTATE BANK & TRUST to public venue or outcry at which time and place I sold the same to BRIAN J. HOOPSICK

he/she being the highest bidder, for the sum of 21,559.32 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	13.00
LEVY	15.00
MILEAGE	13.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	520.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	26,000.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00

## TOTAL SHERIFF COSTS

26,735.44 22,294.76 COLLECT

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	947.92
<b>TOTAL DEED COSTS</b>	<b>978.42</b>

## DEBIT & INTEREST:

DEBT-AMOUNT DUE	18,353.71
INTEREST FROM	1,657.65
TO BE ADDED TO SALE DATE	

**TOTAL DEBT & INTEREST 20,011.36**

## COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	416.43
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	2,292.39
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	978.42
ATTORNEY COMMISSION	
SHERIFF COSTS	22,294.76
LEGAL JOURNAL AD	225.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
PROTHONOTARY	140.00
MORTGAGE SEARCH	40.00

## SATISFACTION FEE

## ESCROW DEFICIENCY

## MUNICIPAL LIEN

**TOTAL COSTS 26,512.00**

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

MANUFACTURERS & TRADERS  
TRUST CO., successor-by-merger to  
MIDSTATE BANK & TRUST CO.,  
Plaintiff

v.

MICROS & MORE, INC. d/b/a  
MICROS & MORE, and JAMES A.  
GATTO & NICHOLAS P. CIMINO,  
PARTNERS, d/b/a MICROS & MORE,  
Defendants

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
:  
:  
: CASE NO. 02-1035-CD  
:  
: IN MORTGAGE FORECLOSURE  
:  
: AMOUNT DUE: \$20,011.36, plus interest  
: until Defendant's obligation is satisfied,  
: plus fees and costs  
:

PRAECIPE TO SATISFY JUDGMENT

TO: THE PROTHONOTARY OF CLEARFIELD COUNTY.

Please mark the judgment in the above-referenced action as **SATISFIED**.

The Law Offices of Markian R. Slobodian

By

  
MARKIAN R. SLOBODIAN, ESQ.

ID No. 41075

ANDREW R. EISEMANN, ESQ.

ID No. 87441

801 North Second Street

Harrisburg, PA 17102

(717) 232-5180

Attorneys for Plaintiff, M & T Bank

Dated: 2/27/03

**FILED**

MAR 03 2003

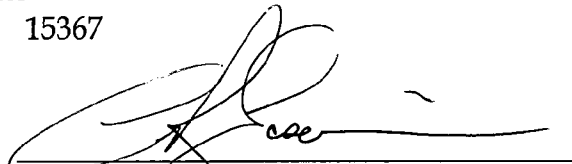
m1:54/atty Slobodian pr  
William A. Shaw \$7.00  
Prothonotary  
(2) Cert. Satisfactory  
Slobodian  
K23

**CERTIFICATE OF SERVICE**

I, hereby certify that I have, this date, served a true and correct copy of the foregoing Praecipe by U.S. Mail, first class, postage prepaid, addressed to the following individual(s):

Nicholas P. Cimino  
R.R. #1, Box 462A  
Osceola Mills, PA 16666

James A. Gatto  
101 Scott Lane  
Venetia, PA 15367

  
ANDREW R. EISEMANN, ESQ.

Dated: 2/27/03

1 . . .

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

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2002-01035-CD

Manufacturers & Traders Trust Co.,  
Successor by Merger to  
MidState Bank & Trust Co.

Debt: \$20,011.36

Vs.

Atty's Comm.:

✓ Micros & More, Inc.,  
d/b/a Micros & More,  
and ✓ James A. Gatto and  
✓ Nicholas P. Cimino, Partners,  
d/b/a Micros & More

Interest From:

Cost: \$7.00

NOW, Monday, March 03, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 3rd day of March, A.D. 2003.



\_\_\_\_\_  
Prothonotary