

02-1102-CD
FRED H. HARKLEROD etal -vs- RICHARD D. WEINER etal

COPY


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FRED H. HARKLEROAD and	:	No. 02- 1102 -CD
E. LAVERNA HARKLEROAD,	:	
Plaintiffs	:	
	:	
vs.	:	
	:	
RICHARD D. WEIMER and JENNIFER	:	
L. WEIMER,	:	
Defendants	:	

TO: Richard D. Weimer and Jennifer L. Weimer
R.D. 1, Box 70-J
Westover, PA 16692

NOTICE

NOTICE is hereby given that a judgment in the above-captioned matter has been entered against you jointly and severally in the Court of Common Pleas of Clearfield County for the possession of real property on July 15, 2002.



William A. Shaw, Prothonotary

AFFIDAVIT OF PROCESS SERVER

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

Harkleroad, et. al.

vs. Weimer, et. al.

02-1101-CD & 02-1102-CD

PLAINTIFF/PETITIONER

DEFENDANT/RESPONDENT

CASE #

I declare that I am a citizen of the United States, over the age of eighteen and not a party to this action. And that within the boundaries of the state where service was effected, I was authorized by law to perform said service.

Service: I served Jennifer L. Weimer

with the (documents) Complaint for Confession of Judgment for Money and Notice Under Rule 2958.1 of Judgment and Execution Thereon and Complaint for Confession of Judgment for Possession of Real Property & Notice Under Rule 2974.2 of Judgment and Execution.

by serving Jennifer L. Weimer

NAME

RELATIONSHIP

at ☒ Home R.D. 1 Box 70-J Westover PA

☐ Business

FILED

on Thursday, July 18, 2002

at 6:30 p.m.

JUL 25 2002

Thereafter copies of the documents were mailed by prepaid, first class mail on

01/3:20/NOCC
William A. Shaw
Prothonotary

CITY

STATE

Manner of Service: ☒ By personally delivering copies to the person/authorized agent of entity being served.

☐ By leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.

☐ By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household 18 or older and explaining the general nature of the papers.

☐ By posting copies in a conspicuous manner to the address of the person/entity being served.

Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s).

☐ Unknown at Address

☐ Evading

☐ Moved, Left no Forwarding

☐ Other

☐ Address Does Not Exist

☐ Service Cancelled by Litigant

☐ Unable to Service in a Timely Fashion

Service Attempts: Service was attempted on ()

() DATE TIME () DATE TIME () DATE TIME () DATE TIME

Description:

Age 30's Sex F Race Wh Hgt. 5' 6" Wgt. 140 Hair Br Glasses No

I declare under penalty of perjury that the information contained herein is true and correct and this affidavit was executed on

at CLEARFIELD PA
CITY STATE

DATE

State of PA
County of CLEARFIELD

Sworn to and subscribed before me this

day of July 23, 2002

RICHARD A. IRELAND
District Justice, State of Pennsylvania
No. 46-3-02, Clearfield County
Term Expires Jan. 3, 2006

SIGNATURE OF PROCESS SERVER

NOTARY PUBLIC

AFFIDAVIT OF PROCESS SERVER

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

Harkleroad, et. al. vs. Weimer, et. al. 02-1101-CD & 02-1102-CD
PLAINTIFF/PETITIONER DEFENDANT/RESPONDENT CASE #

I declare that I am a citizen of the United States, over the age of eighteen and not a party to this action. And that within the boundaries of the state where service was effected, I was authorized by law to perform said service.

Service: I served Richard D. Weimer
Complaint for Confession of Judgment for Money and Notice Under Rule 2958.
with the (documents) of Judgment and Execution thereon and Complaint for Confession of Judgment
for Possession of Real Property & Notice Under Rule 2974.2 of Judgment and Execution.
by serving Jennifer L. Weimer wife
NAME RELATIONSHIP

at ☒ Home R.D. 1 Box 70-J Westover PA

☐ Business

on Thursday, July 18, 2002 at 6:30 p.m.

Thereafter copies of the documents were mailed by prepaid, first class mail on _____
from _____ CITY STATE DATE

Manner of Service: ☐ By personally delivering copies to the person/authorized agent of entity being served.
☐ By leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person
apparently in charge thereof.
☒ By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the
household 18 or older and explaining the general nature of the papers.
☐ By posting copies in a conspicuous manner to the address of the person/entity being served.

Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect
process upon the person/entity being served because of the following reason(s).

☐ Unknown at Address ☐ Evading ☐ Moved, Left no Forwarding ☐ Other
☐ Address Does Not Exist ☐ Service Cancelled by Litigant ☐ Unable to Service in a Timely Fashion

Service Attempts: Service was attempted on () _____ () _____ () _____
() _____ () _____ () _____
DATE TIME DATE TIME DATE TIME DATE TIME

Description: Age 30's Sex F Race Wh Hgt. 5' 6" Wgt. 140 Hair Br Glasses No

I declare under penalty of perjury that the information contained herein is true and correct and this affidavit was executed on _____
at CLEARFIELD CITY STATE DATE

State of PA
County of CLEARFIELD
Sworn to and subscribed before me this
day of 7-23, 2002

RICHARD A. IRELAND
District Justice, State of Pennsylvania
No. 46-3-02, Clearfield County
Term Expires Jan. 3, 2006

SIGNATURE OF PROCESS SERVER

NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FRED H. HARKLEROAD and
E. LAVERNA HARKLEROAD,
Plaintiffs

vs.

RICHARD D. WEIMER and JENNIFER
L. WEIMER,
Defendants

: No. 02-1101 -CD
: 02-1102
:
:
:
:
:
:
:

Petition Seeking Relief From Judgement

Now Comes Richard & Jennifer Weimer asking
this court to stay this proceeding, because
of the filing of case No. 2002-1192-CD

There has not been sufficient time for this
Court to hear the above case. The plaintiffs
will not be ~~harmed~~^{JW} harmed in any way. However the
defendants will be severely harmed if case 1101 &
1102 is not stayed

FILED

AUG 01 2002

01/120/16

William A. Shaw
Prothonotary

1 cent TO [unclear] on [unclear]
3 cent TO [unclear] [unclear]

Filed by: Jennifer Weimer
2986 Sheppard Lane
Westover, Pa 16692
814-845-0151
8-01-02

Order of Court

It is further ordered, agreed, adjudicated
that this stay is granted.

8-01-02

_____ Judge

Certificate of mailing

I did place a true and correct copy of
this stay to the following by Class III
mailing in US, Post office.

Fred Harkleroad and
E. Laverna Harkleroad
RR#1 Box 70-J
Westover, Pa 16692

Kim. C Kesner
23 North Second St
Clearfield, Pa 16830

Jennifer Weimer

8-01-02

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 02- -CD

FRED H. HARKLEROAD and E.
LAVERNA HARKLEROAD,
Plaintiffs

vs.

RICHARD D. WEIMER and JENNIFER
L. WEIMER,
Defendants

COMPLAINT FOR CONFESSION OF
JUDGMENT FOR POSSESSION OF REAL
PROPERTY

KIM C. KESNER
ATTORNEY AT LAW
23 North Second Street
CLEARFIELD, PA 16830
(814) 765-1706

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

HARKLEROAD, et al. vs. WEIMER, et al.

No. 02-

-CD

NOTICE UNDER RULE 2974.2 OF JUDGMENT AND EXECUTION

Notice of Defendants' Rights

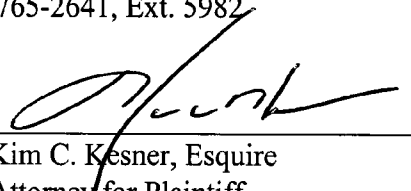
To: Richard D. Weimer and Jennifer L. Weimer
R.D. 1, Box 70-J
Westover, Pennsylvania, 16692

A judgment for possession of real property has been entered against you and in favor of the Plaintiff without prior notice or hearing based on a confession of judgment contained in a promissory note or other document allegedly executed by you. The Sheriff may remove you from the property at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. ANY PETITION SEEKING RELIEF FROM THE JUDGMENT AND MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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

Court Administrator's Office
Courthouse
1 North Second Street
Clearfield, PA 16830
Phone: (814) 765-2641, Ext. 5982


Kim C. Kesner, Esquire
Attorney for Plaintiff
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1704
Fax: (814) 765-7006

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

FRED H. HARKLEROAD and	:	No. 02-	-CD
E. LAVERNA HARKLEROAD,	:		
Plaintiffs	:		
	:		
vs.	:		
	:		
RICHARD D. WEIMER and JENNIFER	:		
L. WEIMER,	:		
Defendants	:		

COMPLAINT FOR CONFESSION OF JUDGMENT FOR
POSSESSION OF REAL PROPERTY

AND NOW, comes Plaintiffs, FRED H. HARKLEROAD and E. LAVERNA HARKLEROAD, by their attorney, Kim C. Kesner, and files the following Complaint for Confession of Judgment For Possession of Real Property pursuant to Pa.R.Civ.P. 2970 et seq. against the above named Defendants upon a cause of action, whereof the following is a statement:

1. The Plaintiffs, Fred H. Harkleroad and E. LaVerna Harkleroad, husband and wife, are adult individuals residing at R.D. #1, Box 70, Westover, Clearfield County, Pennsylvania, 16692.

2. The Defendants, Richard D. Weimer and Jennifer L. Weimer, husband and wife, are adult individuals residing at R.D. #1, Box 70-J, Westover, Clearfield County, Pennsylvania, 16692, with the same mailing address.

3. On or about May 20, 1999, Plaintiffs and Defendants entered into a Lease Agreement. A photostatic copy of the same which is a true and correct reproduction of the original signed document is attached hereto as Exhibit "A" and incorporated herein by reference. Said Lease Agreement is hereinafter referred to as "Lease"

4. On or about April 1, 2001, as a result of the Defendants' inability to fulfill their rental and other financial obligations under the Lease Agreement, the parties entered into a Modi-

fication Agreement which, inter alia, reduced the real property which was leased to the Defendants by the Plaintiffs, and preserved the unmodified provisions of the Lease Agreement including its confession of judgment/amicable action for ejectment provisions..

5. Judgment is not being entered against a natural person in connection with a residential lease. To the contrary, the Lease Agreement between the parties, a copy of which is annexed hereto is a commercial lease for the business operations of the leased premises as a dairy farm.

6. Judgment has not been entered on the instrument against either of the Defendants in this jurisdiction or in any other jurisdiction.

7. The term of the Lease Agreement terminated on May 31, 2002 and despite the Plaintiffs' requests, Defendants have failed or refused to surrender and vacate the leased premises.

8. All conditions precedent required under the terms of the Lease Agreement and/or Modification Agreement to occur prior to the entry of judgment have occurred.

12. An affidavit that the judgment is not being entered by confession against a natural person in connection with a residential lease and Certificates of Residence of the Plaintiff and of the Defendants are attached hereto and/or filed of record concurrent herewith.

WHEREFORE, Plaintiffs, Fred H. Harkleroad and E. LaVerna Harkleroad, demands confessed judgment for possession of real property in its favor and against the Defendants, Richard D. Weimer and Jennifer L. Weimer, as authorized by the warrant appearing in the attached instrument.



Kim C. Kesner, Esquire
Attorney for Plaintiff
I. D. No. 28307
23 North Second Street
Clearfield, PA 16830
Phone: 814) 765-1704
Fax: (814) 765-2957

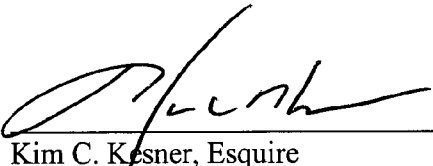
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FRED H. HARKLEROAD and	:	No. 02-	-CD
E. LAVERNA HARKLEROAD,	:		
Plaintiffs	:		
	:		
vs.	:		
	:		
RICHARD D. WEIMER and JENNIFER	:		
L. WEIMER,	:		
Defendants	:		

CONFESSION OF JUDGMENT FOR
POSSESSION OF REAL PROPERTY

Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the Complaint filed in this action, I appear for the Defendants and confess judgment in ejectment in favor of the Plaintiffs, Fred H. Harkleroad and E. LaVerna Harkleroad, and against the Defendants, Richard D. Weimer and Jennifer L. Weimer, for possession of the real property described as follows:

Those premises being the "Leased Premises" as described in the Modification Agreement dated April 1, 2001 between the parties, situate in Burnside Township, Clearfield County, Pennsylvania consisting of a house, barn and permanent pasture being a portion of Lot 6 of the Fred H. & E. LaVerna Harkleroad Subdivision dated April 29, 1997 as prepared by Curry and Associates and recorded in Clearfield County at Map File # 1365. Being further identified as a portion of Clearfield County Assessment Map Number 108-B15-4.



Kim C. Kesner, Esquire
Attorney for Defendants

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

FRED H. HARKLEROAD and	:	No. 02-	-CD
E. LAVERNA HARKLEROAD,	:		
Plaintiffs	:		
	:		
vs.	:		
	:		
RICHARD D. WEIMER and JENNIFER	:		
L. WEIMER,	:		
Defendants	:		

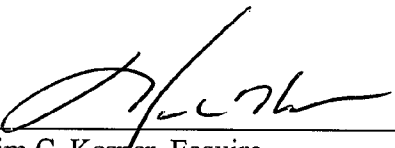
CERTIFICATE OF RESIDENCE

As to Defendants:

I hereby certify that the precise residence of each of the Defendants, Richard D. Weimer and Jennifer L. Weimer, and the current mailing address of each is R.D. 1, Box 70-J, Westover, Clearfield County, Pennsylvania, 16692.

As to Plaintiff:

I hereby certify that the precise residence of Plaintiffs, Fred H. Harkleroad and E. LaVerna Harkleroad, and the current mailing address is R.D. #1, Box 70, Westover, Clearfield County, Pennsylvania 16692.



Kim C. Kesner, Esquire
Attorney for Defendants

LEASE AGREEMENT
(Executed in Duplicate)

THIS LEASE AGREEMENT, made and entered into on this 20 day of MAY, 1999, by and between Fred H. Harkleroad and E. LaVerna Harkleroad, husband and wife of R.D. #1, Box 70, Westover, PA 16692, collectively referred to herein as "LESSOR";

AND

Richard D. Weimer and Jennifer L. Weimer, husband and wife of R.D. Hastings, PA 16646, collectively referred to herein as "LESSEE";

WITNESSETH, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor leases to Lessee for the purposes of dairy farming those premises consisting of a house, barn, other buildings, and 56 acres more or less situated in Burnside Township, Clearfield County, Pennsylvania and more particularly described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the Farm or the leased premises.

SECTION 1: TERM

Section 1.1. The term of this Lease shall be three (3) years from June 1, 1999 to May 31, 2002, both dates inclusive, unless sooner terminated as herein provided.

SECTION 2: RENTAL

Section 2.1. Lessee agrees to pay to Lessor as fixed rent, the sum of \$1,100.00 per month on or before the twenty second (22nd) day of each calendar month during the lease term.

Section 2.2. As security for rentals payable, Lessee does hereby assign and transfer to Lessor proceeds receivable to Lessee from all milk sales during the term of this Lease. It is acknowledged by and between the parties that Lessee intends to sell milk during the lease term to Dairy Farmers of America. Lessee has executed documents in a form and of a nature supplied by Dairy Farmers of America authorizing and empowering Dairy Farmers of America to deduct and pay directly to Lessor the first \$1,100.00 of

monthly proceeds payable to Lessee, of which are annexed hereto as Exhibit "B". It is acknowledged by and between that parties that it is the practice of Dairy Farmers of America to make payments by the 18th day of each calendar month. Any failure or delay by Dairy Farmers of America to make such payments to Lessor shall not release Lessee from any of its obligations hereunder. However, it is anticipated and intended by the parties that Lessor shall receive the full rentals payable by Lessee on a monthly basis from Lessee's milk proceeds. Should Lessee change purchaser(s) of its milk during the lease term, it shall immediately execute documents in a form and of a nature provided by and acceptable to the purchaser(s) to fulfill this provision.

Section 2.3. Lessee agrees to maintain, and to give to Lessor and to Lessor's authorized representative(s) the right to inspect, at all reasonable times, records on all matters relating to the Farm.

SECTION 3: OCCUPATION AND MAINTENANCE

Section 3.1. Lessee covenants to use and occupy the leased premises only for the purposes of dairy farming. Lessee may not use the leased premises for any other purpose without the prior written consent of Lessor which consent may be withheld for any reason or no reason in the sole discretion of Lessor. Lessee covenants to conduct its business and activities on the leased premises in conformity with all applicable laws, regulations, and licensing requirements governing and pertaining to its business. Lessee agrees to indemnify and hold Lessor harmless against any and all liabilities, claims, demands, damages, costs, and expenses, including reasonable attorney's fees arising in connection with the conduct or management of Lessee's business on the leased premises or its use of the leased premises; or any failure in the part of Lessee, its agents, employees, or invitees to observe, perform, or comply with any of the terms, covenants, or conditions of this Lease Agreement or any applicable law, regulation, or licensing requirement, or from any act of Lessee, its agents, contractors, employees, or invitees in or about the leased premises; or loss of life, personal injury or damage to property caused any person on or about the leased premises. The covenants contained in this section shall survive the expiration or termination of this lease agreement and shall continue for so long as Lessor and its successor and assigns may be subject to any expenses, obligations, penalties, fines,

claims, demands, liabilities, costs, personal injuries, property damage, actions and causes of action, suits, debts, judgments, demands or charges whatsoever against which Lessee has agreed to indemnify Lessor under this Lease Agreement.

Section 3.2. Lessee agrees to occupy the leased premises continually throughout the leased period and to conduct dairy farming thereon in a good and husbandmanlike manner.

Section 3.3. Lessee agree and covenants to keep and maintain in good repair all buildings and other improvements on the Farm for the term of this Lease. Lessee agrees to furnish all labor and materials for minor repairs to buildings, fences, and other structures. No major repairs, improvements, or construction of new facilities or structures shall be made by Lessee without Lessor's express written consent.

Section 3.4. If Lessee refuses or neglects to maintain or repair property as repair property as required herein and to the reasonable satisfaction of Lessor as soon as reasonably possible after Lessor's written demand (except that Lessor may make emergency repairs without written demand), Lessor may make such repairs and Lessee shall pay, as additional rent. Lessor shall have the right, but not the obligation, to make any repairs required to be made by Lessee under this Lease Agreement.

Section 3.5. Lessee agrees to operate the leased premises with care and not permit waste nor destroy or remove without the express written consent of Lessor any of the buildings, structures, fixtures, or improvements during the term of this Lease.

Section 3.6. Lessee shall not sell or remove from the leased premises any sand gravel, rock, oil, coal or other mineral. or any lumber, posts, or wood.

Section 3.7. Lessor or Lessor's authorized representative(s) shall have the right, at any reasonable time, to enter on the Farm for the purposes of inspecting the leased premises or making any major repairs, alterations or improvements as Lessor shall deem necessary or advisable and at such times as shall not unreasonably inconvenience Lessee.

Section 3.8. Lessee shall not use, generate, store, treat, dispose of, or otherwise introduce into, on or about the leased premises any hazardous substances (as hereinafter defined) nor shall Lessee cause or permit any other person or entity to do so. Hazardous substances means any hazardous waste, hazardous substance, pollutant, contaminate or solid waste as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. and any other applicable federal, state or local laws or ordinances, and the rules and regulations thereunder, as may be amended, supplemented or superseded from time to time, including without limitation any polychlorinated biphenyls, (PCBS), unreaphermaldehyde, or asbestos, or any other substance which may at any time be a violation or support a claim or cause of action under common law or any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether current or of future enactment. Lessee agrees to clean up all hazardous substances on or in the buildings, if caused or permitted by Lessee (or Lessee shall be otherwise responsible therefore), in a manner which shall comply with all applicable environmental laws and requirements. Upon request, Lessee shall cooperate with Lessor in furnishing to a governmental authority any information which may be required regarding environmental matters. The provisions of this paragraph regarding environmental matters shall survive the expiration or sooner termination of this Lease Agreement.

Section 3.9. Lessee shall not use the leased premises or permit them to be used in any manner that will cause a cancellation of, or an increase in the existing rates for, fire, liability or other insurance policies insuring the leased premises or any improvements on the leased premises, or insuring the Lessor for any liability in connection with ownership of the leased premises. If Lessor shall consent to any such proposed alterations, improvements, or additions, then Lessee shall make the proposed alterations, improvements and additions at Lessee's sole cost and expense provided that: a) Lessee supplies any necessary permits and certificates of insurance therefore; b) such alterations and improvements do not impair the structural strength of the building and/or other improvements or reduce the value of the building and/or leased premises; c)

Lessee shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any mechanics, labors or material mens' liens upon the leased premises and the building; d) the occupants of the building and of any adjoining real estate are not annoyed or disturbed by reason thereof; e) Lessee complies with all governmental requirements; f) Lessee provides Lessor with evidence that any contractor has adequate Workmens' Compensation insurance and liability insurance ~~and liability insurance~~.

Section 3.10. Lessee shall promptly pay any contractors and materialmen who supply labor, work or materials to Lessee at the leased premises so as to avoid the possibility of a lien attaching to the leased premises or the building. Lessee shall not permit any mechanics or any other liens to be filed at any time against the leased premises or any part of the leased premises. If any such lien should be filed, Lessee shall promptly cause it to be discharged of record by payment, deposit, bond, order of court or otherwise. Nothing in this Lease Agreement is intended to authorize Lessee to do or cause any work or labor to be done or any materials to be supplied for the account of Lessor, all the same to be solely for Lessee's account and at Lessee's risk and expense.

Section 3.11. This lease shall not give rise to a partnership relations between the parties of this Lease. Neither party shall have the authority to bind the other without the parties' written consent.

Section 3.12. Pets in the house on the leased premises are strictly prohibited.

Section 3.13. Lessee agrees that Lessor shall not be liable to Lessee, and Lessee hereby release Lessor from liability for any personal injury or damage to or loss of personal property in or about the leased premises from any cause whatsoever, unless such damage or loss is the direct and proximate result of the gross negligence or willful misconduct of Lessor. Lessor shall not be liable to Lessee for:

(i) Any damage to property of Lessee or of others located on the leased premises, nor for the loss of or damage to any property of the Lessee or others by theft or otherwise.

(ii) Any damage caused by other persons in or on the leased premises, occupants of adjacent property or the public.

(iii) Any latent defect in the leased premises or in the buildings located thereon.

(iv) Any consequential damage or lost profits.

(v) Any damage or loss to the extent Lessee is compensated therefore by Lessee's insurance or to the extent Lessee could have obtained coverage against such damage or loss at regular rates under commonly available insurance coverage, whether or not any of the foregoing results from Lessor's gross negligence or willful misconduct. All property of Lessee kept or stored on the leased premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from all claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier.

SECTION 4: TAXES, INSURANCE AND UTILITY CHARGES

Section 4.1 Lessor agrees to pay all real estate taxes levied and assessed against the Farm.

Section 4.2. During the lease term, Lessor shall continue to maintain fire, casualty, and public liability insurance(s) in existence at the execution of this Agreement at Lessee's sole cost. Lessor, at its election may pay the premium(s) for such coverage(s) when due and then bill Lessee for such cost as additional rent or Lessor may deliver the premium billing(s) to Lessee who shall make the payment prior to any due date. Lessee shall be responsible, at its sole cost, to insure any of its property located on the leased premises or used by Lessee on or about the Farm including by way of illustration but not limitation, its vehicles, equipment, machinery, and live stock.

Section 4.3. Lessee shall pay all utility charges used on and about the Farm, to be paid before the charges become delinquent.

SECTION 5: NO ASSIGNMENT OR SUBLEASE

Section 5.1. Lessee may not assign this Lease or sublease or encumber any portion of the Farm without the prior written consent of Lessor. Any attempt at assignment, sublease, or other transfer, in violation of the provisions of this Lease, shall at the option of the Lessor be void.

SECTION 6: DEFAULTS

Section 6.1. Each of the following events shall be deemed to be events of default by Lessee under this Lease:

- a. Lessee fails to pay any installment of rent, additional rents, or any other sum due under this Lease Agreement;
- b. Lessee fails to comply with any other term, provision or covenant of this Lease Agreement, other than the payment of rent, and does not cure the failure within seven days after written notice of the failure to Lessee.
- c. Lessee makes an assignment for the benefit of creditors.
- d. Lessee deserts or vacates any substantial portion of the leased premises for a period of seven or more days or removes or manifests an intention to remove any substantial portion of Lessee's goods or property therefrom other than in the ordinary and usual course of Lessee's business.

Section 6.2. On the occurrence of any event of default specified herein, Lessor shall have, in addition to all other rights and remedies available to it by law or equity, the option to pursue any one or more of the following remedies:

- a. Declare to be immediately due and payable rent and other charges herein reserved for the balance of the term of this Lease; and/or
- b. Whether or not Lessor has elected to recover rents and other charges as aforesaid, terminate this lease and without further notice enter upon and possess the leased premises and dispossess Lessee and remove Lessee and all other persons and property from the leased premises;
- c. After default, Lessor shall in no event be responsible or liable for any failure to relet the premises or any part thereof, or for any failure to collect any rent due upon reletting;
- d. Lessee hereby waives all errors and defects of a procedural nature in any proceeding brought against it by Lessor under this Lease. Lessee further waives the right to any notices to quit as may be specified in the Landlord and Tenant Act of Pennsylvania, Act of April 6, 1951, as amended;
- e. If rent or any charge is hereby reserved as rent, or damages by reason thereof, or any other sum due and payable in connection with this Lease Agreement, including without limitation any reimbursement for attorney's fees (collectively, the "amounts dues") shall remain unpaid on any day when the same ought to be paid, whether prior to or after the termination or expiration of this Lease, Lessee hereby empowers any Prothonotary, clerk of court or attorney of any court of record to appear

for Lessee in any and all actions which may be brought for the amount due, or any portions thereof, or for amounts agreed to be paid by Lessee and/or to sign for Lessee an agreement for entering in any competent court an amicable action or actions for the recovery of rent or other charges, payments, costs and expenses. In said suits or in said amicable action or actions, Lessee hereby empowers such Prothonotary, clerk of court or attorney to confess judgment against it for all or any part of the rent specified in this lease and then unpaid or any other amounts due, including without limitation, at Lessor's option, the rent for the entire unexpired balance of the term of this Lease, and for interest and costs, together with an attorney's commission of five percent of the amount so confessed. Such authority shall not be exhausted by one exercise thereof but judgment may be confessed as aforesaid from time to time as often as any rent or any other amount shall fall due. When this lease shall be terminated by reason of a default by Lessee or any other reason whatsoever, either during the original term of this Lease or any renewal or extension thereof, and also when the term hereby created or any extension thereof shall have expired, it shall be lawful for any attorney as attorney for Lessee to confess judgment in ejectment and file an agreement for entering in any competent court an amicable action in judgment in ejectment against Lessee and all persons claiming under Lessee for the recovery by Lessor of possession of the leased premises, for which this Lease Agreement shall be Lessor's sufficient warrant. Upon such confession of judgment for possession, if Lessor so desires, a writ of execution or of possession may issue forthwith, without any prior writ or proceedings. whatsoever.

g. In any amicable action of ejectment and/or for rent in arrears or other amount due, Lessor shall cause to be filed in such action an affidavit made by Lessor or someone acting for Lessor setting forth the facts necessary to authority the entry of judgment, of which facts such affidavit shall be conclusive evidence. If a true copy of this Lease shall be filed in such action (and of the truth of the copy, such affidavit shall be sufficient evidence) it shall not be necessary to file the original Lease as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

h. Lessee expressly agrees, to the extent not prohibited by law, that any judgment, order or decree entered against it by or in any court or magistrate by virtue of the powers of attorney contained in this Lease shall be final and that Lessee shall not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or stay execution of the sale, and releases to Lessor and to any and all attorneys who may appear for Lessee all heirs in the proceeding and all liability therefore.

SECTION 7: PURCHASE OPTION

Section 7.1. In consideration of the payment of \$3,000.00 to the Lessor, the receipt of which is hereby acknowledged, Lessor grants to Lessee the sole and exclusive right and option to purchase the Farm at the end or any time during the term of this Lease Agreement.

Section 7.2. The purchase price for the Farm shall be \$115,000.00.

Section 7.3. In the event that the option granted is exercised, the purchase price shall be payable with interest at the annual rate of six (6%) percent in accordance with the amortization schedule annexed hereto as Exhibit "B" and incorporated herein by reference. Upon exercise of the option, the sum paid in accordance with Section 7.1 hereof and all rental payments shall be credited against the purchase price in accordance with Exhibit "C". As such, should Lessee elect to exercise the option at the end of the term of this Lease Agreement the balance due shall be \$91,858.51.

Section 7.4. This option may be exercised by the optionee at anytime on or before May 31, 2002 by delivering written notice of the exercise to Lessor on or before 6:00 p.m. on that date. The giving of notice shall result in the following provisions becoming a binding contract of purchase and sale between the parties. If Lessee fails to exercise this option before its expiration, the consideration paid shall be retained by the Lessor.

SECTION 8: EXISTING ENCUMBRANCES

Section 8.1. The Farm are to be conveyed at time of final settlement by Special Warranty Deed, free and clear of all liens, encumbrances, and easements, excepting however, ordinances, easements of roads, and the following items, none of which prevent the use of the leased premises as presently improved as a dairy farm, none of which have been violated and none of which impose any financial burden on Lessee: existing building restrictions, and privileges or rights of public service companies, subject to an exception and reservation to Lessors of all of the Lessor's rights, title, claim, or interest in and to the gas into or under the leased premises in a form satisfactory to Lessor in its sole judgment.

SECTION 9: FINAL SETTLEMENT/POSSESSION

Section 9.1. Final settlement shall be within thirty (30) days from delivery of the notice of exercise of the Option. Time shall be of essence of this provision. Real estate, taxes shall be apportioned prorata as of the date of final settlement based upon the fiscal year of the taxing districts. All real estate transfer taxes imposed by any governmental bodies shall be borne equally by Lessor and Lessee. Lessor shall be responsible for preparation of the deed provided for in the above provision. Possession of the Farm shall be given to Lessee on the date of final settlement.

SECTION 10: MISCELLANEOUS

Section 10.1. Neither this Lease Agreement (nor any copy or any memorandum hereof) shall be filed or recorded by Lessee in any public office in the Commonwealth of Pennsylvania. Any unauthorized filing or recording shall be deemed a default by Lessee in the essence of this Lease Agreement, whereupon Lessor may exercise its remedies herein provided, and further, Lessor may freely transfer, convey and deal with the leased premises without liability by Lessor or by any purchasers thereof to the Lessee and in such case, Lessee expressly quit claims and releases unto Lessor any and all right, title and interest which Lessee may have in the leased premises. Such unauthorized filing or recording shall in no event constitute a cloud in the title of Lessor to the leased premises or any part thereof or any other lands of Lessors, and shall not constitute constructive or other notice to anyone whomsoever.

Section 10.2. This Lease Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue of any dispute hereunder shall be exclusively with the Court of Common Pleas of Clearfield County.

Section 10.3. This Lease Agreement contains the entire agreement between Lessor and Lessee. The provisions of this Lease Agreement supersede any and all prior writings or discussions between the parties. Any changes or additions to this Lease Agreement must be made in writing and executed by the parties hereto.

Section 10.4. Time is hereby is declared to be of the essence of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto with intent to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

WITNESS:

Renee C. Woodside
Oscar E. Kough

LESSOR:

Fred H. Harkleroad
Fred H. Harkleroad
E. LaVerna Harkleroad
E. LaVerna Harkleroad

WITNESS:

Renee C. Woodside
Oscar E. Kough

LESSEE:

Richard D. Weimer
Richard D. Weimer
Jennifer L. Weimer
Jennifer L. Weimer

COMMONWEALTH OF PENNSYLVANIA :

: SS.

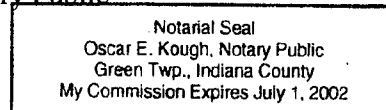
COUNTY OF ~~CLEARFIELD~~ *INDIANA*

On this, the 20 day of MAY, 1999, before me, the undersigned authority, personally appeared FRED H. HARKLEROAD and E. LaVERNA HARKLEROAD, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Oscar E. Kough

Notary Public



Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :

: SS.

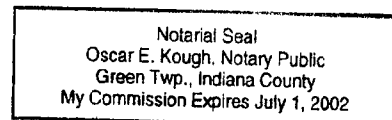
COUNTY OF ~~CLEARFIELD~~ *INDIANA*

On this, the 20 day of MAY, 1999, before me, the undersigned authority, personally appeared RICHARD D. WEIMER and JENNIFER L. WEIMER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes there in contained.

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

Oscar E. Kough

Notary Public



Member, Pennsylvania Association of Notaries

LEGAL DESCRIPTION

For
LOT 6

All that parcel of land known as Lot 6 of the Fred H. and E. LaVerna Harkleroad Subdivision dated April 29, 1997, lying northeast of the intersection of Township Road T-311 with T-313 in Burnside Township, Clearfield County Pennsylvania and being more particularly described as follows:

Beginning at a 3/4 inch rebar set at the southeast corner of Joseph and Joann Dudash, as was conveyed by deed book 906 page 439, said rebar being on the western line of William and Ellen Bush, as was conveyed by deed book 1561 page 404, said rebar being also the northeastern corner of the land hereby conveyed and running:

THENCE South 16 degrees 34 minutes 25 seconds West for a distance of 1499.91 feet along William and Ellen Bush and along Buterbaugh Brothers Land and Timber Corporation, as was conveyed to them by deed book 516 page 133, to a 3/4 inch rebar set;

THENCE North 74 degrees 44 minutes 16 seconds West for a distance of 1352.13 feet along Buterbaugh Brothers Land and Timber Corporation and along other lands of Fred H. and E. LaVerna Harkleroad, as was conveyed to them in deed book 467 page 174, to a mag nail set in the centerline of Township Road T-311, said nail being the southeast corner of Lot 5 of the above referenced subdivision;

THENCE along the centerline of T-311 the following courses and distances:

1. North 13 degrees 01 minutes 56 seconds West for a distance of 810.89 feet;
2. By an arc of a circle curving to the right, the chord being North 07 degrees 47 minutes 19 seconds East for a distance of 272.52 feet;
3. North 35 degrees 53 minutes 11 seconds East for a distance of 301.60 feet
4. By an arc of a circle curving to the left, the chord being North 26 degrees 13 minutes 19 seconds East for a distance of 264.04 feet to a mag nail set in the centerline of T-311 and on the southern line of Joseph and Joann Dudash;

THENCE South 73 degrees 49 minutes 43 seconds East for a distance of 1650.04 feet along Joseph and Joann Dudash to a 3/4 inch rebar set and place of beginning, said line passing through a 3/4 inch rebar set at 18.00 feet.

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

Said property contains 57.330 acres total minus 0.628 acres for right-of-way of T-311 leaving 56.702 acres net as shown on map prepared by Curry and Associates dated April 29, 1997. Bearings based on True North as was determined by a series of solar observations.

Being a part of lands conveyed to the Grantor by deed book 1662 page 401.

Johnston, Nelson & Shimmel, LLP
Loan Payment Schedule

Description: Fred & Laverna Harkleroad Principal Amount: \$ 112,000.00
Annual Interest Rate: 6.0000 % Regular Payment: \$ 1,100.00 Number of Payments: 26
Conventional Interest Calculations

Date Due	Beginning Balance	Interest Portion	Principal Portion	Ending Balance	Interest To-Date	Principal To-Date
06/22/99	112,000.00	560.00	540.00	111,460.00	560.00	540.00
07/22/99	111,460.00	557.30	542.70	110,917.30	1,117.30	1,082.70
08/22/99	110,917.30	554.59	545.41	110,371.89	1,671.89	1,628.11
09/22/99	110,371.89	551.86	548.14	109,823.75	2,223.75	2,176.25
10/22/99	109,823.75	549.12	550.88	109,272.87	2,772.87	2,727.13
11/22/99	109,272.87	546.36	553.64	108,719.23	3,319.23	3,280.77
12/22/99	108,719.23	543.60	556.40	108,162.83	3,862.83	3,837.17

Year End Totals.... 3,862.83 3,837.17

01/22/00	108,162.83	540.81	559.19	107,603.64	4,403.64	4,396.36
02/22/00	107,603.64	538.02	561.98	107,041.66	4,941.66	4,958.34
03/22/00	107,041.66	535.21	564.79	106,476.87	5,476.87	5,523.13
04/22/00	106,476.87	532.38	567.62	105,909.25	6,009.25	6,090.75
05/22/00	105,909.25	529.55	570.45	105,338.80	6,538.80	6,661.20
06/22/00	105,338.80	526.69	573.31	104,765.49	7,065.49	7,234.51
07/22/00	104,765.49	523.83	576.17	104,189.32	7,589.32	7,810.68
08/22/00	104,189.32	520.95	579.05	103,610.27	8,110.27	8,389.72
09/22/00	103,610.27	518.05	581.95	103,028.32	8,628.32	8,971.68
10/22/00	103,028.32	515.14	584.86	102,443.46	9,143.46	9,556.54
11/22/00	102,443.46	512.22	587.78	101,855.68	9,655.68	10,144.32
12/22/00	101,855.68	509.28	590.72	101,264.96	10,164.96	10,735.04

Year End Totals.... 6,302.13 6,897.87

01/22/01	101,264.96	506.32	593.68	100,671.28	10,671.28	11,328.72
02/22/01	100,671.28	503.36	596.64	100,074.64	11,174.64	11,925.36
03/22/01	100,074.64	500.37	599.63	99,475.01	11,675.01	12,524.99
04/22/01	99,475.01	497.38	602.62	98,872.39	12,172.39	13,127.61
05/22/01	98,872.39	494.36	605.64	98,266.75	12,666.75	13,733.25
06/22/01	98,266.75	491.33	608.67	97,658.08	13,158.08	14,341.92
07/22/01	97,658.08	488.29	611.71	97,046.37	13,646.37	14,953.63
08/22/01	97,046.37	485.23	614.77	96,431.60	14,131.60	15,568.40
09/22/01	96,431.60	482.16	617.84	95,813.76	14,613.76	16,186.24
10/22/01	95,813.76	479.07	620.93	95,192.83	15,092.83	16,807.17
11/22/01	95,192.83	475.96	624.04	94,568.79	15,568.79	17,431.21
12/22/01	94,568.79	472.84	627.16	93,941.63	16,041.63	18,058.37

Year End Totals.... 5,876.67 7,323.33

05/12/99

Johnston, Nelson & Shimmel, LLP
Loan Payment Schedule

Page 2

Description: Fred & Laverna Harkleroad Principal Amount: \$ 112,000.00
Annual Interest Rate: 6.0000 % Regular Payment: \$ 1,100.00 Number of Payments: 36
Conventional Interest Calculations

Date Due	Beginning Balance	Interest Portion	Principal Portion	Ending Balance	Interest To-Date	Principal To-Date
01/22/02	93,941.63	469.71	630.29	93,311.34	16,511.34	18,688.66
02/22/02	93,311.34	466.56	633.44	92,677.90	16,977.90	19,322.10
03/22/02	92,677.90	463.39	636.61	92,041.29	17,441.29	19,958.71
04/22/02	92,041.29	460.21	639.79	91,401.50	17,901.50	20,598.50
05/22/02 *	91,401.50	457.01	642.99	90,758.51	18,358.51	21,241.49
Year End Totals....		2,316.88	93,941.63			

* Final Payment: \$ 91,858.51

VERIFICATION

I, Kim C. Kesner, Esquire, verify that the statements made in this Complaint For Confession of Judgment For Possession of Real Property are true and correct to the best of my knowledge, information and belief based upon information received from the Plaintiffs. I further understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: 7-12-2002



Kim C. Kesner, Esquire
Attorney for Plaintiffs

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KIM C. KESNER
ATTORNEY AT LAW
23 North Second Street
CLARFIELD, PA 16830
(814) 765-1706

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

FRED H. HARKLEROAD and	:	No. 02-1102-CD
E. LAVERNA HARKLEROAD,	:	
Plaintiffs	:	
	:	
vs.	:	
	:	
RICHARD D. WEIMER and JENNIFER	:	
L. WEIMER,	:	
Defendants	:	

PRAECIPE FOR WRIT OF POSSESSION
UPON A CONFESSED JUDGMENT

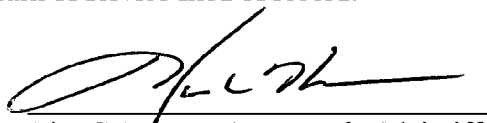
TO: William A. Shaw, Prothonotary

Issue a writ of possession upon the judgment in ejectment entered by confession in the above matter:

Certification

I certify that:

- a. This Praecipe is based upon a judgment entered by confession; and
- b. Notice pursuant to Rule 2973.2 has been served at least thirty days prior to the filing of this Praecipe as evidenced by a return of service filed of record.



Kim C. Kesner, Attorney for Plaintiff
Supreme Court I.D. 283807
23 North Second Street
Clearfield, PA 16830
814-765-1706

FILED

AUG 26 2002

0111551 atty Kesner
William A. Shaw
Prothonotary PD 20.00
2wrbsheng

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

COPY

FRED H. HARKLEROAD and : No. 02-1102-CD
E. LAVERNA HARKLEROAD, :
Plaintiffs :
vs. :
RICHARD D. WEIMER and JENNIFER :
L. WEIMER, :
Defendants :

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

TO: The Sheriff of Clearfield County:

1, To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Fred H. Harkleroad and LaVerna Harkleroad:

Those premises being the "Leased Premises" as described in the Modification Agreement dated April 1, 2001 between the parties, situate in Burnside Township, Clearfield County, Pennsylvania consisting of a house, barn and permanent pasture being a portion of Lot 6 of the Fred H. & E. LaVerna Harkleroad Subdivision dated April 29, 1997 as prepared by Curry and Associates and recorded in Clearfield County at Map File # 1365. Being further identified as a portion of Clearfield County Assessment Map Number 108-B15-4.

2. To satisfy the costs against Richard D. Weimer and Jennifer L. Weimer you are directed to levy upon any property of Richard D. Weimer and Jennifer L. Weimer and sell their interests therein.

WILLIAM A. SHAW, PROTHONOTARY

Seal of the Court

By:  Deputy

Date: 8/26/02

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12993

HARKLEROAD, FRED H.

02-1102-CD

VS.

WEIMER, RICHARD D.

WRIT OF EXECUTION POSSESSION

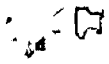
SHERIFF RETURNS

NOW, SEPTEMBER 10, 2002 AT 9:30 A.M. SERVED JENNIFER L. WEIMER, DEFENDANT, AT HER RESIDENCE 2986 SHEPARD LANE, WESTOVER, PENNSYLVANIA A WRIT OF POSSESSION BY HANDING TO JENNIFER L. WEIMER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, SEPTEMBER 10, 2002 AT 9:30 AM SERVED RICHARD D. WEIMER, DEFENDANT AT HIS RESIDENCE 2986 SHEPARD LANE, WESTOVER, PENNSYLVANIA A WRIT OF POSSESSION, BY HANDING TO JENNIFER L. WEIMER, WIFE/CO-DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

SHERIFF HAWKINS \$75.00 GIVEN TO COUNTY IN THE 11/11/04 TRANSFER
SURCHARGE \$20.00
PAID BY ATTORNEY

5
FILED
09/10/02
MAR 27 2012
William A. Shaw
Prothonotary/Clerk of Courts



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12993

HARKLEROAD, FRED H.

02-1102-CD

VS.

WEIMER, RICHARD D.

WRIT OF EXECUTION POSSESSION

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

_____ Day Of _____ 2012

Chester A. Hawkins

Sheriff

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

FRED H. HARKLEROAD and : No. 02-1102-CD
E. LAVERNA HARKLEROAD, :
Plaintiffs :
vs. :
RICHARD D. WEIMER and JENNIFER :
L. WEIMER, :
Defendants :

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

TO: The Sheriff of Clearfield County:

1, To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Fred H. Harkleroad and LaVerna Harkleroad:

Those premises being the "Leased Premises" as described in the Modification Agreement dated April 1, 2001 between the parties, situate in Burnside Township, Clearfield County, Pennsylvania consisting of a house, barn and permanent pasture being a portion of Lot 6 of the Fred H. & E. LaVerna Harkleroad Subdivision dated April 29, 1997 as prepared by Curry and Associates and recorded in Clearfield County at Map File # 1365. Being further identified as a portion of Clearfield County Assessment Map Number 108-B15-4.

2. To satisfy the costs against Richard D. Weimer and Jennifer L. Weimer you are directed to levy upon any property of Richard D. Weimer and Jennifer L. Weimer and sell their interests therein.

WILLIAM A. SHAW, PROTHONOTARY

Seal of the Court

By: William A. Shaw
Deputy

Date: 8/26/02

Received 8/26/02 @ 12:02 P.M.
Charles A. Hawkins
By Cynthia Butler-Aughenbaugh