

02-1192-CB
RICHARD WEIMER et ux -vs- FRED H. HARKEROD et al

In the Court of Common Pleas of
Clearfield County, Pennsylvania
Civil Division

Richard Weimer and
Jennifer Weimer husband
and wife

Plaintiffs

- VS -

Fred H. Harkleroad and
E. Lauvera Harkleroad, husband
and wife and Kim C. Kessner
attorney, ^{USDA and JW} and ~~and~~ Richard
M. Wise and Brian K.
Marshall attorney.

Defendants

NO. 2002-1192-CO

Entrapment, Fraud,
Trickery, Harrassment,
AND Conspiracy

Praecip For Writ of Summons

To the Prothonotary of Clearfield County,
Please issue a writ of summons
to the above named defendants

Thank you

FILED

AUG 01 2002

0/11:50 AM
William A. Shaw
Prothonotary

Erin
P.D.
fo.-

? wants to PLAINTIFF

Jennifer Weimer
Richard Weimer and
Jennifer Weimer
2986 Sheppard Lane
Westover, Pa 16692
814-845-0151

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION**

SUMMONS

**Richard Weimer
Jennifer Weimer**

Vs.

NO.: 2002-01192-CD

**Fred H. Harkleroad
Laverna E. Harkleroad
Kim C. Kesner, Esq.
Richard M. Wise
USDA
Brian K. Marshall**

**TO: FRED H. HARKLEROAD
LAVERNA E. HARKLEROAD
KIM C. KESNER, ESQ.
RICHARD M. WISE
USDA
BRIAN K. MARSHALL**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 08/01/2002

**William A. Shaw
Prothonotary**

**Issuing Attorney: Richard Weimer, Pro Se
2986 Sheppard Lane
Westover, PA 16692**

In the Court of Common Pleas of Clearfield
County Pennsylvania,
Civil Division

Richard Weimer and
Jennifer Weimer husband
and wife

Plaintiffs

- US -

Fred Harkleroad and
E. Laverne Harkleroad husband
and wife, Kim C Kessner attorney,
USDA Richard M Wise, and
Brian K Marshall, attorney

Defendants

NO. 2002-1192-CD
Entrapment, Fraud,
Trickery, Harassment,
and conspiracy

Type of action:
At Law; equity

Trail by Jury demanded

FILED

AUG 15 2002
0110:55 (m) *WMS*
William A. Shaw
Prothonotary

Ex parte Emergency motion for Injunctive Relief *no copies*

And comes Richard and Jennifer Weimer
asking this court for a junction of relief
against the defendants. ~~As per~~ Being that
the complaint has been filed on August 15, 2002
and there be no harm to the defendants
but the plaintiffs will be severely harmed
if it is not granted.

Filed by
Jennifer Weimer
2980 Sheppard Lane
Westover, Pa
16092
814-845-0151

Original

page 1

FILED

AUG 15 2002

William A. Shaw
Prothonotary

Order of Court

It is further ordered, agreed, adjudicated
that this junction is granted

8-14-02

Judge

Jennifer Weimer
Filed by Jennifer Weimer
2986 Shepard Lane
Westover, Pa 16692
814-845-0151
8-14-02

Original Motion & Complaint
To C/A 8-15-02

In the Court of Common Pleas of Clearfield
County, Pennsylvania,
Civil Division

Richard Weimer and
Jennifer Weimer husband
and wife

Plaintiffs

- US -

Fred Harkleroad and
E. Lauvera Harkleroad husband
and wife, Kim C Kessner attorney,
USDA Richard M Wise, and
Brian K Marshall, attorney

Defendants

NO. 2002-1192-CD
Entrapment, Fraud,
Trickery, Harrassment,
and conspiracy

Type of action:
At Law; equity

Trail by Jury demanded

FILED

AUG 15 2002

011055 (w) (LWS)
William A. Shaw
Prothonotary

Ex parte Emergency Motion for Injunctive Relief no C.R. no.
Copies

And comes Richard and Jennifer Weimer
asking this court for a junction of relief
against the defendants. ~~and~~ Being that
the complaint ^{was filed} has been filed on August 15, 2002
and there be no harm to the defendants
but the plaintiffs will be severely harmed
if it is not granted.

Filed by
Jennifer Weimer
2916 Sheppard Ln
Westover, Pa
16699
814-845-0151

Original

page 1

In the Court of Common Pleas of Clearfield
County, Pennsylvania
Civil Division

Richard Weimer and
Jennifer Weimer, husband
and wife
Plaintiffs
- VS -

Fred H. Harkleroad and
E. Lauverna Harkleroad, husband
and wife, and Kim C Kesner
attorney, and Richard M Wise,
and USDA, and Brian K
Marshall attorney

No. 2002 - 1192 - CD
Entrapment, Fraud,
Trickery, Harassment, and
Conspiracy

Type of action:
At Law, equity

Trail by Jury demanded

FILED

AUG 15 2002 *Fm*
© 10:55 (w)
William A. Shaw
Prothonotary
No. 5 Court Corp

Complaint

1. And now, come the Plaintiffs, Richard Weimer and Jennifer Weimer, husband and wife who file the following complaint in type of action at law, equity.
2. Plaintiffs, Richard Weimer and Jennifer Weimer, are adult individuals and citizens ^{of} ~~the~~ the Commonwealth of Pennsylvania, currently residing at 2986 Shepard Lane Westover, Clearfield County, Pennsylvania.

In the Court of Common Pleas of Clearfield
County, Pennsylvania
Civil Division

Richard Weimer and
Jennifer Weimer, husband
and wife
Plaintiffs
- VS -

Fred H. Harkleroad and
E. Lauverna Harkleroad, husband
and wife, and Kim C Kesner
attorney, and Richard M Wise,
and USDA, and Brian K
Marshall attorney.

No. 2002 - 1192 - CD
Entrapment, Fraud,
Trickery, Harassment, and
Conspiracy

Type of action:
at Law, equity

Trail by Jury demanded

FILED

AUG 15 2002 *Few*
© 10:55 AM
William A. Shaw
Prothonotary
No. 2002-1192

Complaint

1. And now, come the Plaintiffs, Richard Weimer
and Jennifer Weimer, husband and wife who file
the following complaint in type of action
at law, ~~equity~~

2. Plaintiffs, Richard Weimer and Jennifer
Weimer, are adult individuals and citizens ~~of~~ ^{of}
the Commonwealth of Pennsylvania, currently
residing at 2986 Shepard Lane Westover, Clearfield
County, Pennsylvania.

3. Defendants are the owners of the premises known as Lot 6 of the Fred H. and E. LeVerna 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, as further described at Deed Book 1662, Page 401 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

4. Plaintiffs are the lessees of ~~the~~ said premises for a term of (3) three years, from June 1, 1999 to May 31, 2002, at a monthly rental of \$1,100.00, pursuant to a written lease dated May 20, 1999. A copy of said lease is attached hereto and marked as Exhibit A.

5. Said lease agreement was modified by a Modification Agreement entered into by Plaintiffs and Defendants, and dated April 1, 2001.

A copy of said modification Agreement is attached hereto and marked as Exhibit B.

6. Plaintiffs have been in possession of the premises since June 1, 1999, and currently continue to occupy the premises under the lease. The term of the lease expires May 31, 2002.

7. As part of the lease agreement, the Plaintiffs are given the option to purchase said premises for the sum of \$115,000.00.

Further, under terms of the agreement, should the Plaintiffs elect to exercise their purchase option at the end of the term of the lease, the balance due shall be \$91,858.51

8. Plaintiffs wish to exercise said purchase option.

9. In preparation for exercising said purchase option, Plaintiffs applied for a loan to the United States Department of Agriculture, Farm Service Agency (FSA) in April 2002.

10. Upon being contacted by the FSA, Defendant, Fred Harkleroad, authored a letter to said Agency containing statements that the Plaintiffs are delinquent on various loans and debts, including debts to individuals and businesses other than the Defendant.

A copy of said letter is attached hereto and marked Exhibit C.

11. As a result of the statements in the letter from Defendant, Fred Harkleroad, Plaintiffs received a letter from the FSA denying them FSA assistance. A copy of said letter is attached hereto and marked Exhibit D.

12. That the Farm Service Agency provides several options for appeal, which Plaintiffs are currently pursuing.
13. That Plaintiffs believe that Defendant have found another purchaser of the farm, and wish for Plaintiffs to not be able to exercise their purchase option as the fair market value of the farm may be greater than the current option purchase price.
14. Plaintiffs have notified Defendant several times that they intended to exercise their option under the lease to purchase said premises
15. Defendant, Fred Harkleroad, has indicated to the Plaintiffs his intention to have them removed from the farm at the end of the lease.
16. If your Plaintiffs are forced from the land at the termination of their lease on May 31, 2002, they would be greatly damaged, and will suffer an irreparable loss, including, but not limited to, the loss of the ability to purchase the property and the loss of their livelihood

17. Refer to line, Defendant Fred Harkleroad prevented cattle (milk cows) from being acquired by Richard Weimer and Jennifer Weimer on or about August 10, 2000. Therefore by causing loss of income. Which resulted in arreage of the lease agreement on Dec 2002 for \$342.44 and Feb 2001 for \$41.31 and furthermore at the time of the modified agreement the payment was current and has remained current through the remaining of the agreement.

18. Defendant, Harkleroad has falsely intervene with the loan by saying that the Weimers owe Bakers Farm Equipment, Kough Feed Store, Doug Weaver and Shae Harkleroad the defendants son refer to Exhibit E. Also they have falsely accused the Weimers of being delinquent on the electric of Charles Harkleroad sr (Deceased).

19. Defendant, Harkleroad have falsely accused Weimers of being delinquent under the modification agreement by stating that \$500 plus \$600 is due when in fact \$600 minimum is due per month and anything over but not exceeding \$100.00 a month is due. Refer to Exhibit B

20. The proceeding advertiments clearly shows Bad Faith, harassment, Fraud, Conspiracy, and entrapment.

21. The Defendant Harkleroad and now Kim Kessner are falsley trying to erode the Weimers of their creditability and livelihood by acceleration of the agreement well before the exparation date of may 31, 2002. Kim Kessner has taken action before Due Date refere to letter exhibit F also Kim has threaten our counsler, Brian Marshall by letter form on exhibit F, therefore creating a conspiracy ~~to~~ to harasse and defraud the Weimers from their livelihood and to have League Counsel to repersent this case.

22. ~~therefore~~ Plaintiff prays to this Honorable court, to have take action to quiet title and accept this ex parte emergency motion for injunctive relief.

Jennifer Weimer
Filed: Jennifer Weimer

2986 Sheppard Lane
Westover, Pa 16692

814-845-0151

8-14-02

Original

page 6 of 8

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

Richard Weimer, and
Jennifer Weimer, husband
and wife

Plaintiffs
-vs-
Fred H. Harkleroad and
E. Lauerna Harkleroad, husband
and wife, and Kim C. Kesner
attorney, and USDA Richard
M. Wise and Brian K. Marshall
attorney

Defendants

* NO. 8002-1192-CD
* Entrapment, Fraud, Trickery
* Harrassment, and Conspiracy
* Type of action: at Law, equity
* Trial by Jury demanded

NOTICE TO DEFEND AND CLAIM RIGHTS

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 (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 Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

Certificate of mailing

I did place a true and correct copy of
this action at law, equity by certified mail

Numbers 7001 0320 0004 6658 5232 - Harkleroads
7001 0320 0004 6658 5225 - Kesner
7001 0320 0004 6658 5218 - wise
7001 0320 0004 6658 5201 - marshall

Fred Harkleroad and
E. Laverna Harkleroad
RR# 1 Box 70-5
Westover, Pa
16692

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

Richard M Wise
USDA Farm Service Agency
478 Jeffers St.
Dubois, Pa 15801

Brian Marshall
211 North Second Street
Clearfield, Pa
16830

Jennifer Werner
8-14-02

ATTORNEY AT LAW
attykesner@usachoice.net

(814) 765-1706
FAX (814) 765-7006

May 23, 2002

Brian K. Marshall, Esquire
211 North Second Street
Clearfield, PA 16830

VIA FACSIMILE AND U.S. MAIL

RE: Fred & LaVerna Harkleroad/Richard & Jennifer Weimer

Dear Brian:

I view it as a constructive development that the Weimers have retained your firm. However, in all due respect, what I believe they need and deserve is counsel not zealous advocacy.

To this point, my assessment has been that their problems in keeping their obligations under the Lease Agreement have been economic. The position that they are presently putting forth suggests that they want to free themselves from their responsibilities by projecting their problems to others.

I believe that it would be better for us to discuss their real prospects for concluding a purchase rather than for you to fight for time. If you are serious about filing an action in equity, it will be vigorously defended. At any hearing for a preliminary injunction, I will subpoena and present the testimony of the local Farm Service Agency representative with regard to how late in the process the Weimers applied and the real reasons why they haven't obtained financing.

Thank you for the courtesy of your contact and I hope I have the opportunity to work with you in this case. Perhaps the Weimers can share with you my previous written correspondences to them in which I offered to work with them. I then received a telephone call from Mr. Weimer's father who professed to be much more knowledgeable on the law than me and who proceeded to immodestly tell me my business.

Notwithstanding that, a realistic assessment must presently be made on the Weimers prospects. In reality we are not talking about an eviction here but a potential inability to afford the farm. As a CPA, you can understand perhaps better than other lawyers the real reasons why they were not able to produce enough funds through their operations to make the lease payments. At this point, you may perceive your duty as keeping the wolves at bay. Despite what you may have heard, my client is not harsh or disagreeable. To the contrary, he is presently suffering from bladder cancer and was hospitalized recently in Barnesboro and then Pittsburgh. He and his wife opted not to follow my advice that the farm should be sold outright and they entered into the Lease Agreement in order to help the Weimers. Until recently, my assessment was that the Weimers although earnest and well meaning were having a hard go of it economically. I'm not sure how they can invest in litigation although I am pleased that they have sought your counsel.

Sincerely yours,

Kim C. Kesner

KCK/klz

cc: Mr. & Mrs. Fred Harkleroad

original

exhibit F

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To Brian marshall
Street, Apt. No. 211 North Second St
or PO Box No. 44
City, State, ZIP 16830

PS Form 3800, January 2001

See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To Kim C Kesner
Street, Apt. No. 23 North Second St
or PO Box No. 44
City, State, ZIP 16830

PS Form 3800, January 2001

See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To Richard m wise
Street, Apt. No. 478 Jeffers St
or PO Box No. 44
City, State, ZIP 15801

PS Form 3800, January 2001

See Reverse for Instructions

001 0320 0004 6658 5232

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL

001 0320 0004 6658 5232

001 0320 0004 6658 5232

Sent To Fred Harkleroad
Street, Apt. No. RR # 1 Box 70
or PO Box No. RR # 1 Box 70

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

RECEIPT NUMBER
001 0320 0004 6658 5232



CERTIFIED MAIL

OF THE RECIPIENT ADDRESS FOLD AT DOTTED LINE

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

RECEIPT NUMBER
001 0320 0004 6658 5232



CERTIFIED MAIL

OF THE RECIPIENT ADDRESS FOLD AT DOTTED LINE

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

RECEIPT NUMBER
001 0320 0004 6658 5232



CERTIFIED MAIL

OF THE RECIPIENT ADDRESS FOLD AT DOTTED LINE

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

FILED

AUG 15 2002

William A. Shaw
Prothonotary

In the Court of Common Pleas
of Clearfield County, Pennsylvania
Civil Action - Law
Certificate of Service

Richard Weimer and
Jennifer Weimer
Plaintiffs

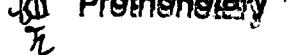
NO. 2002-1192-CD

JW


-VS-
Fred Harkleroad and
E. Lauverna Harkleroad
and Kim C Kenser and
Richard M Wise and
Brian K Marshall
Defendants

FILED

AUG 01 2002

William A. Shaw
Prothonotary


Praecip For Writ of Summons
To the Prothonotary of Clearfield County

Please issue a writ of summons to
the above named defendants

thank you

Jennifer Weimer

Filed

Richard Weimer and
Jennifer Weimer
2986 Sheppard Lane
Westover, Pa
16692

814-845-0151
8-01-02

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION**

SUMMONS

**Richard Weimer
Jennifer Weimer**

Vs.

NO.: 2002-01192-CD

**Fred H. Harkleroad
Laverna E. Harkleroad
Kim C. Kesner, Esq.
Richard M. Wise
USDA
Brian K. Marshall**

**TO: FRED H. HARKEROAD
LAVERNA E. HARKEROAD
KIM C. KESNER, ESQ.
RICHARD M. WISE
USDA
BRIAN K. MARSHALL**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 08/01/2002



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

**Issuing Attorney: Richard Weimer, Pro Se
2986 Sheppard Lane
Westover, PA 16692**

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

Richard Weimer and
Jennifer Weimer

Plaintiffs

-vs-

Fred Harkleroad and
E. Lauverna Harkleroad and
Kim C Kesner and Brian K
marshall and Richard M Wise

* * * * *
No. 2003 - 1192-CD

Defendants

NOTICE TO DEFEND AND CLAIM RIGHTS

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 (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 Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641

Filed By

Jennifer Weimer
2986 Sheppard Lane
Westover, Pa
16692

814-845-0151

8-01-02

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

.. Certificate of Mailing

I did place a true and correct copy of
this summons to the following by certified
mail _____

This document contains 3 pages

Fred & E. Laverne Harkleroad
RR#1 Box 70
Westover, Pa
16692

Kim C Kesner
23 North Second St
Clearfield, Pa
16830

Brian K. Marshall
211 North Second St
Clearfield, Pa
16830

Filed by Jennifer Weimer
2986 Sheppard Lane
Westover, Pa 16692
814-845-0151

Rick Wise
USDA Farm Service Agency
478 Jeffers Street
Dubois, Pa 15801

8-01-02

(3)

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

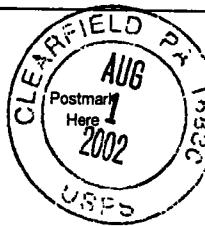
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

7001 2510 0003 0262 6274

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42



Sent To: Fredst E. Lauera Harkleroad
 Street, Apt. No.;
 or PO Box No. RR# 1 Box 703
 City, State, ZIP+4 Westover, Pa 16692

PS Form 3800, January 2001

See Reverse for Instructions

See Reverse for Instructions

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

7001 2510 0003 0262 6292

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42



Sent To: Richard M. Wise
 Street, Apt. No.;
 or PO Box No. 478 Jeffers. St
 City, State, ZIP+4 Dubios, Pa 15801

PS Form 3800, January 2001

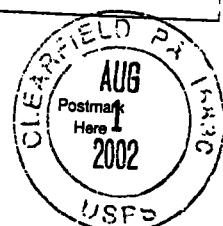
See Reverse for Instructions

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

7001 2510 0003 0262 6295

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42



Sent To: Brian K. Marshall
 Street, Apt. No.;
 or PO Box No. 211 North Main St
 City, State, ZIP+4 Clearfield, Pa 16830

PS Form 3800, January 2001

See Reverse for Instructions

**BAKER'S FARM EQUIPMENT**

164 PIONEER LAKE RD.
COMMODORE, PA 15729
(724) 254-6400

Customer's Phone Date 5-3-02
Order No. No.

Name Jennifer Weimer
Address Richard Weimer

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION			PRICE	AMOUNT		
	As of May 3, 2002						
	Owe us nothing -						
	all previous bills						
	are paid in full.						
	They can still have an open account here.						
	Bonnie Riddle						
CODE 14614	2% SERVICE CHARGE PER MONTH AFTER 30 DAYS			TAX			
REC'D. BY				TOTAL			

ALL claims and returned goods MUST be accompanied by this bill.

1792

Thank You

Printed in U.S.A.

Exhibit E

Original

Kough Feed & Pro Hardware
6532 Rt. 240 Hwy
CHERRY TREE, PA 15724

MAY 07/2002

To Whom it May Concern:

As of this date, Jennifer Weimer
DOES NOT owe this firm ANY MONEY

Sincerely

Oscar E. Kough, owner

OSCAR E. KOUGH

Exhibit E

original



**United States
Department of
Agriculture**

Farm
Service Agency

478 Jeffers Street
DuBois, PA 15801
(814) 375-1297 (phone)
(814) 375-2435 (fax)

May 8, 2002

Jennifer Weimer
RR 1 Box 70J
Westover, PA 16692

Dear Ms. Weimer:

After careful consideration of your request for an FSA loan, I regret to inform you that you are not eligible for FSA assistance. The specific reason that you are not eligible is as follows:

FSA regulations require the applicant to demonstrate creditworthiness by meeting their obligations in a satisfactory manner. Information obtained in a recent credit bureau report shows collection accounts with no indication that they were beyond your control. Also, information obtained from FSA verification of debts and assets indicates that you have not paid as agreed to Fred Harkleroad.

If you believe our decision is wrong, you have the following options:

Option #1: Reconsideration

You may ask us to reconsider our decision. If you want this option, write to USDA-FSA, 478 Jeffers St., Dubois, PA 15801. Your written request must be received or, if mailed, postmarked no later than June 6, 2002. Provide any new information, documentation, or possible options with your request. You may bring a representative, including a lawyer, to any meeting we have. If you do not request reconsideration by June 6, 2002, you waive your right to reconsideration. Once you seek mediation or appeal to the National Appeals Division (NAD), you may not request reconsideration.

Option #2: Mediation or Alternative Dispute Resolution (ADR)

You may request mediation, nonbinding arbitration, or other form of alternative dispute resolution (ADR). We may resolve our disagreement through ADR. You may have to pay the entire cost of ADR. We will participate in ADR if you choose this option and if you pay the appropriate fee. To request ADR, write to Richard Pallman, SED, USDA, Pennsylvania State FSA Office, Suite 320, One Credit Union Place, Harrisburg, PA 17110-2994. Your request must be received or, if mailed, postmarked no later than June 6, 2002. We will tell you about the cost and procedures of mediation. If ADR does not resolve our disagreement, you may appeal to the National Appeals Division (NAD). After ADR, you will be notified of the result and the time you have to appeal. You may appeal to NAD without ADR. Once your NAD appeal hearing begins, you may not request ADR.

original

USDA is an Equal Opportunity Lender.
Complaints of discrimination should be sent to:
Secretary of Agriculture, Washington, D.C. 20250

Exhibit D

Option #3: NAD Appeal

You may appeal our decision to the National Appeals Division (NAD) without requesting reconsideration or mediation or ADR. To appeal, you must write to the Office of the Area Supervisor, National Appeals Division, William A. Crutchfield, Sr., Eastern Regional Office, 8909 Purdue Road, Suite 240, Indianapolis, IN 46268. Your request must be made within 30 calendar days from your receipt of this letter. Your request must include the following information:

- a copy of this letter
- a statement explaining why our decision is wrong
- your name, address, and telephone number
- my name and address.

Send a copy of your request and attachments to me at USDA-FSA, 478 Jeffers St., DuBois, PA 15801. NAD will advise you of the time and place of any hearing and any procedural requirements. Once your NAD appeal hearing begins, you may not request mediation or ADR.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If you believe that you have been discriminated against for any of the reasons stated above, you may file a complaint with the Director, Office of Civil Rights, United States Department of Agriculture, Room 326-W, Whitten Building, 1400 Independence Ave, S.W. Washington, DC 20250-9410.

Sincerely,



Richard M. Wise
Farm Loan Officer

Refer to the lease signed May 20, 1999,
also refer to the Modification Agreement
signed April 1, 2001.

In the lease agreement, they failed to make
full payment on December 22, 2000 and
on January 22, 2001

The Modification Agreement was signed
April 1, 2001. Opinions may obtain from me
if need be.

On date 31, 2000 they owed me \$8,803.00. There
was nothing paid on January or March. Then on
October 23, 2000.

"Remainder note of \$0,500.00 signed
October 23, 2000, nothing paid on this note until
January 30, 2001, \$1,200.00. Then on April 20, 2001, we
received a assignment from with check for \$600.
According to the modified agreement.

They have been short on the \$500.00, January
2002, \$75.00, February 2002 \$174.00, March 2002 \$235.00
They did receive the \$500.00 for April, 2002

The following people are what I believe
that we know the Stevens have dealt with and
are diligent on payments:

Robert Stevens Equipment

1601 Monroe Lake Rd.

Minocqua, WI

original

APP. 3
2002

Exhibit C

~~J. P. P. Election
36 Blair Lane
Makayay, Va 15757
Phone 814-877-4344~~

~~Long Street
RD 2
Makayay, Va 15757
Phone 814-877-5301~~

~~Issue of mail~~

~~X 18~~

~~Henry Ave, Va 15724
Phone 814-743-6723~~

They have been diligent on the election
bill twice this year and possibly a
discretion if they help pass it. (just under the wire)

Respectfully
J. P. P. Hukleback

The local paper is verifying their statement

FSA-440-32
(02-17-99)U. S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

VERIFICATION OF DEBTS AND ASSETS

(See reverse for Privacy Act and Public Burden Statement)

INSTRUCTIONS: FSA OFFICIAL - Complete items 2 through 5. Have applicant complete items 6, 8 and 9.
This form is to be transmitted directly to the lender and is not to be transmitted through the applicant or any other party.

1. TO: (Name and Address of Financial Institution)

Fred Harkleroad
RR#, Box 70
Westover, Pa 16692

2. FROM: (Address of FSA Office)

USDA - Farm Service Agency
478 Jeffers St.
DuBois, PA 15801

I certify that this verification has been sent directly to the institution and has not passed through the hands of the applicant or any other party. This also certifies that the United States Department of Agriculture, acting through FSA, has complied with the applicable provisions of Title XI, the Right to Financial Privacy Act of 1978, Public Law 95-630, in seeking financial information regarding the below named applicant.

3. Signature of FSA Official

for: RICHARD M. WISE, FARM LOAN OFFICER

4. Title

5. Date

4-23-02

To Financial Institution: I have applied for assistance from the United States Department of Agriculture and have indicated that I owe a debt to or have an asset invested with your firm. You are hereby authorized to provide the information requested below. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or its officers.

6. Name and Address of Applicants

Jennifer Weimer
RR#1 Box 70
Westover, Pa 16692

Signature of Applicants

Jennifer Weimer

TO BE COMPLETED BY FINANCIAL INSTITUTION

7. Type of Loan or Account (e.g., Loan, Lease, Savings or Checking Account, Money Market, Mutual Fund etc.)

8. Account number

9. Date of origination July 1949

10. Balance

11. Previous 12 month high balance

12. Previous 12 month low balance

13. Accrued interest

14. Effective date of items 10 and 13 above

15. Current interest rate applicant is being charged or is earning

16. Installment or annuity amount

17. Amount past due

18. Description of collateral

Cattle and Equipment

19. Maturity Date or Final Due Date

May 1, 2002

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5954 (voice or TDD). USDA is an equal opportunity provider and employer.

ALL INFORMATION PROVIDED WILL BE RELEASED TO THE APPLICANT AT THEIR REQUEST

20. Please rate the applicant's repayment record.			21. How many years has the applicant conducted business with your firm?	
<input type="checkbox"/> prompt	<input type="checkbox"/> usually prompt	<input checked="" type="checkbox"/> not prompt	3	
22. Do your lien instruments, if applicable, contain a hereafter acquired clause?				
23. Do your lien instruments, if applicable, contain a future advance clause?				
24. Does your firm impose a penalty if the deposit or investment accounts described on this form are withdrawn prior to maturity?				
25. Would you extend additional credit?				
26. Would you extend additional credit with an FSA Guarantee?				
27. REMARKS				

Later in the yellow paper in
enclosed

Federal statutes provide severe civil and criminal penalties for any person who knowingly makes false or fraudulent statements or representations to a government agency or officer with the intention of influencing any action by such agency or officer.

28. Signature of Financial Institution <i>David E. Johnson Ranchwood</i>	29. Title Farm Owner	30. Date 4/16/09	31. Telephone No. 845-7330
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NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1921 et seq.), or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service your loan, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act (FOIA), to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy, handle, or process or sell items for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Tax Identification Number, may result in a delay in the processing of an application or its rejection.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0166. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

MODIFICATION AGREEMENT
(Executed in Duplicate)

MADE and entered into this 1st day of April, 2001 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"

A

N

D

RICHARD D. WEIMER and JENNIFER L. WEIMER, husband and wife, of R.D. 1, Box 70-J, Westover, PA 16692, collectively referred to herein as "Lessee";

Recitals:

Lessor and Lessee entered into a Lease Agreement dated May 20, 1999, ("Lease Agreement") under which Lessor leased to Lessee for the purposes of dairy farming, those premises owned by Lessor consisting of a house, barn, other buildings and fifty-six (56) acres more or less, situated in Burnside Township, Clearfield County, Pennsylvania and more particularly described in the Lease Agreement.

As security for rentals payable under the Lease Agreement, Lessee agreed to assign and transfer to Lessor proceeds receivable to Lessee for all milk sales during the term of the Lease. In furtherance of this Agreement, Lessee executed an Irrevocable Assignment of Proceeds from Sale of Milk dated May 16, 1999, with Milk Marketing, Inc., a/k/a Dairy Farmers of America.

Original

Exhibit B

Notwithstanding this Assignment, Lessee heretofore fell delinquent with regard to the rental and other financial obligations under the Lease Agreement. To secure payment of past due amounts, Lessee executed and delivered a Promissory Note on October 23, 2000 to Lessor in the sum of Ten Thousand Five Hundred (\$10,500.00) Dollars payable with interest at a rate of twelve (12%) percent per year ("Promissory Note").

Lessee has continued to experience difficulties in meeting its rental and other financial obligations under the Lease Agreement and its payment obligations under the Promissory Note. As a result, Lessor and Lessee have discussed and have agreed to amend and modify the Lease Agreement.

Lessor and Lessee hereby wish to memorialize those agreements.

NOW THEREFORE, for good and valuable consideration and intending to be legally bound hereby, Lessor and Lessee agree to amend and modify the Lease Agreement as follows:

SECTION 1: LEASED PREMISES

The premises subject to the Lease Agreement which are described in the Lease Agreement as follows:

...those premises consisting of a house, barn, other buildings, and 56 acres more or less, situated in Burnside Township, Clearfield County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the Farm or the leased premises.

shall be amended and modified as follows:

...those premises consisting of a house, barn and permanent pasture, hereinafter referred to as the "Leased Premises".

Accordingly, Lessor shall have and regain full use and occupation of the remainder of the Farm (or the "Leased Premises" as defined under the Lease Agreement).

SECTION 2: RENTAL

A. Section 2.1 of the Lease Agreement which presently reads:

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.

shall be amended and modified to read:

Section 2.1. Lessee agrees to pay to Lessor as fixed rent, the sum of Six Hundred (\$600.00) Dollars per month on or before the twenty-second (22nd) day of each calendar month during the lease term.

B. Section 2.2 which provided for a present assignment and transfer to Lessor of proceeds receivable to Lessee from all milk sales during the term of the Lease shall remain in full force and effect as stated. Therefore, Milk Marketing, Inc., a/k/a Dairy Farmers of America shall continue to pay to Lessors the sum of One Thousand One Hundred (\$1,100.00) Dollars per month in accordance with the Assignment of Proceeds of Sale of Milk dated May 16, 1999. However, any amount received in excess of the Six Hundred (\$600.00) Dollars rental payable shall be applied to principal and interest due under the Promissory Note.

SECTION 3: AGREEMENT TO LIQUIDATE

Lessee covenants and agrees that on or before May 1, 2002, should it become necessary because of the unavailability of other financing, Lessee shall liquidate and sell sufficient cattle and equipment in order to pay all sums remaining due on the Promissory Note as well as all other debts and obligations then owing to Lessor under the Lease Agreement.

SECTION 4: EFFECT OF MODIFICATION AGREEMENT ON LEASE AGREEMENT

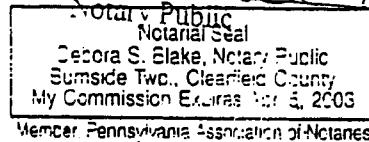
It is the intent of the parties that any and all provisions of the Lease Agreement not expressly modified by the provisions of this Agreement shall remain in full force and effect.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

On this, the 21 day of June, 2001, before me, the undersigned authority, personally appeared FRED H. HARKLEROAD and E. LaVERNA HARKLEROAD, 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 therein contained.

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

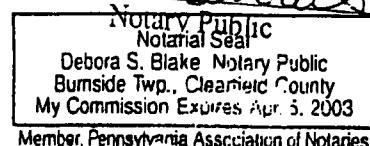


COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

On this, the 21 day of June, 2001, 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 therein contained.

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



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:

Debra S. Blak

Debra S. Blak

WITNESS:

Debra S. Blak

Debra S. Blak

LESSOR:

Fred H. Harkleroad
Fred H. Harkleroad

E. LaVerna Harkleroad
E. LaVerna Harkleroad

LESSEE:

Richard D. Weimer
Richard D. Weimer

Jennifer L. Weimer
Jennifer L. Weimer

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

Original

Exhibit A

monthly proceeds payable to Lessee, of which are annexed hereto as Exhibit "B". It is acknowledged by and between the 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), ureaphermaldahyde, 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 an reimbursement for attorney's fees (collectively, the "amounts dues") shall remain unpaid on any date 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 a competent court an amicable action or actions for the recovery of rent or other charges, payment of costs and expenses. In said suits or in said amicable action or actions, Lessee hereby empowers said Prothonotary, clerk of court or attorney to confess judgment against it for all or any part of the amounts specified in this lease and then unpaid or any other amounts due, including without limitation, 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 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 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 proceeding 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 such copy, such affidavit shall be sufficient evidence) it shall not be necessary to file the original Lease, 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 same, or 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 Lessor 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:

Gene E. Woodside
Oscar E. Koughl

LESSOR:

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

WITNESS:

Gene E. Woodside
Oscar E. Koughl

LESSEE:

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

COMMONWEALTH OF PENNSYLVANIA

: SS.

Indiana
COUNTY OF ~~CLEARFIELD~~

On this, the 25 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

Notary Seal
Oscar E. Kough, Notary Public
Green Twp., Indiana County
My Commission Expires July 1, 2002

Member Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

: SS

Indiana
COUNTY OF ~~CLEARFIELD~~

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 therein contained.

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

Oscar E. Kough

Notary Public

Notary Seal
Oscar E. Kough, Notary Public
Green Twp., Indiana County
My Commission Expires July 1, 2002

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 an 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 1652 page 401.

Johnson, Nelson & Shimmel, LLP
Loan Payment Schedule

Page

Description: Fred & Laverna Harklesroad
Principal Amount: \$ 111,000.00
Annual Interest Rate: 6.0000 % Regular Payment: \$ 1,100.00 Number of Payments: 18
Unconventional Interest Calculations

Date Due	Beginning Balance	Interest Portion	Principal Portion	Ending Balance	Interest To-Date	Principal To-Date
06/22/99	111,000.00	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	1,606.11
09/22/99	110,371.89	551.88	548.14	109,823.73	2,223.73	1,678.13
10/22/99	109,823.73	549.12	550.88	109,272.87	2,772.87	1,750.03
11/22/99	109,272.87	546.36	553.64	108,719.23	3,329.23	1,830.77
12/22/99	108,719.23	543.60	556.40	108,165.83	3,881.83	1,917.17
Year End Totals....		3,862.83	3,837.17			
01/22/00	108,165.83	540.81	559.19	107,606.64	4,403.64	4,196.06
02/22/00	107,606.64	538.01	561.98	107,041.66	4,941.66	4,933.04
03/22/00	107,041.66	535.21	564.79	106,476.87	5,476.87	5,101.11
04/22/00	106,476.87	532.41	567.60	105,912.27	6,019.27	5,730.76
05/22/00	105,912.27	529.61	570.48	105,348.80	6,568.80	6,460.01
06/22/00	105,348.80	526.81	573.21	104,785.49	7,108.49	7,104.81
07/22/00	104,785.49	524.01	576.17	104,229.32	7,653.32	7,802.88
08/22/00	104,229.32	521.21	579.06	103,669.27	8,193.27	8,039.70
09/22/00	103,669.27	518.41	581.96	103,108.31	8,731.31	8,571.69
10/22/00	103,108.31	515.61	584.86	102,446.45	9,241.45	9,316.84
11/22/00	102,446.45	512.81	587.76	101,885.69	9,785.69	9,544.00
12/22/00	101,885.69	509.98	590.70	101,324.99	10,324.99	10,109.04
Year End Totals....		6,301.11	6,287.87			
01/22/01	101,324.99	506.90	593.69	100,771.09	10,771.09	10,008.70
02/22/01	100,771.09	503.96	596.64	100,274.64	11,274.64	11,505.36
03/22/01	100,274.64	500.97	599.63	99,775.01	11,775.01	11,504.99
04/22/01	99,775.01	497.98	601.60	98,272.03	12,272.03	12,107.61
05/22/01	98,272.03	494.96	605.64	96,766.79	12,766.79	12,733.06
06/22/01	96,766.79	491.93	608.67	95,258.09	13,258.09	14,341.90
07/22/01	95,258.09	488.99	611.71	93,746.37	13,746.37	14,953.63
08/22/01	93,746.37	485.93	614.77	92,231.60	14,231.60	15,889.40
09/22/01	92,231.60	482.96	617.84	90,716.76	14,716.76	16,086.24
10/22/01	90,716.76	479.97	620.93	89,192.89	15,092.89	16,807.17
11/22/01	89,192.89	475.96	624.04	87,668.79	15,568.79	17,431.51
12/22/01	87,668.79	472.94	627.16	86,141.63	16,041.63	18,088.37
Year End Totals....		5,876.67	7,323.33			

Johnston, Nelson & Shimmel, LLP
Loan Payment Schedule

Page 2

Description: Fred & Laverna Markleroad 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
01-01-01	93,941.63	469.71	630.29	93,311.34	16,511.34	19,630.66
01-02-01	93,311.34	466.56	633.44	92,677.90	16,977.90	19,322.10
01-03-01	92,677.90	463.39	636.61	92,041.29	17,441.29	19,958.71
01-04-01	92,041.29	460.21	639.79	91,401.50	17,901.50	20,598.60
01-05-01	91,401.50	457.01	642.99	90,758.51	18,358.51	212,000.00
Year End Totals....		2,316.88	93,941.63			
Final Payment: \$ 91,858.51						

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

RICHARD WEIMER and JENNIFER
WEIMER, husband and wife,

NO. 2002-1192-CD

vs.

Plaintiffs,

TYPE OF PLEADING
NOTICE OF REMOVAL

FRED HARKLEROAD, and E. LAVERNA
HARKLEROAD, husband and wife,
and KIM C. KESNER, attorney,
and USDA RICHARD M. WISE, and
BRIAN K. MARSHALL, attorney

Defendants.

CODE AND CLASSIFICATION:

FILED ON BEHALF:

MICHAEL C. COLVILLE
Assistant U.S. Attorney

NAME, ADDRESS AND TELEPHONE OF:

Counsel of Record

Individual, if Pro Se

FILED

SEP 23 2002

William A. Shaw
Prothonotary

Western District of PA
633 U.S.P.O. & Courthouse
Pittsburgh, PA 15219
(412) 644-6699

Attorney's State ID#: 56668

Attorney's Firm ID#: 288

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

RICHARD WEIMER, and JENNIFER)
WEIMER, husband and wife,)
Plaintiffs,)
v.) CIVIL ACTION NO. 02-248J
FRED HARKLEROAD, and E. LAVERNA)
HARKLEROAD, husband and wife,)
and KIM C. KESNER, attorney,)
and USDA RICHARD M. WISE, and)
BRIAN K. MARSHALL, attorney)
Defendants.)

NOTICE OF REMOVAL

To: Clearfield County Prothonotary
Clearfield County Courthouse
P.O. Box 549
Clearfield, PA 16830

Richard Weimer
Jennifer Weimer
2986 Sheppard Lane
Westover, PA 16692

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

Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830

Richard M. Wise
USDA Farm Service Agency
478 Jeffers Street
Dubois, PA 15801

Brian K. Marshall, Esquire
211 North Second Street
Clearfield, PA 16830

PLEASE TAKE NOTICE that on September 19, 2002, Defendant United States of America filed in the Office of the Clerk of the United States Court for the Western District of Pennsylvania, at Civil Action No. 02-248J, a Notice of Removal to remove to the said District Court the action pending against Fred Harkleroad, and

E. Laverna Harkleroad, husband and wife, and Kim C. Kesner, attorney, and USDA Richard M. Wise, and Brian K. Marshall, attorney, in the Court of Common Pleas of Clearfield County, Pennsylvania, Civil Division, entitled "Richard Weimer and Jennifer Weimer, husband and wife, v. Fred Harkleroad, and E. Laverna Harkleroad, husband and wife, and Kim C. Kesner, attorney, and USDA Richard M. Wiser and Brian K. Marshall, attorney" at No. 2002-1192-CD. A copy of said Notice is attached hereto.

A copy of the Notice of Removal has been filed with the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, pursuant to 28 U.S.C. § 1446(d).

The filing of the Notice together with the giving of the Notice herein effects the removal and the proceedings against Defendant USDA Richard M. Wise shall proceed no further unless and until remanded by the United States Court for the Western District of Pennsylvania.

Respectfully submitted,

MARY BETH BUCHANAN
United States Attorney



MICHAEL C. COLVILLE
ASSISTANT U.S. ATTORNEY
Western District of PA
633 U.S.P.O. & Courthouse
Pittsburgh, PA 15219
(412) 644-6699
PA I.D. NO. 56668

Counsel for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

RICHARD WEIMER, and JENNIFER)
WEIMER, husband and wife,)
Plaintiffs,)
v.) CIVIL ACTION NO. 02-2485
FRED HARKLEROAD, and LAVERNA)
HARKLEROAD, husband and wife,)
and KIM C. KESNER, attorney,)
and USDA RICHARD M. WISE, and)
BRIAN K. MARSHALL, attorney)
Defendants.)

NOTICE OF REMOVAL

The United States of America, by Michael C. Colville,
Assistant United States Attorney for the Western District of
Pennsylvania, respectfully petitions this Court as follows:

1. Removal of this action is pursuant to Title 28 United
States Code, §§ 1441 and 1442.

2. On August 15, 2002, Plaintiffs filed a Complaint at No.
2002-1192-CD in the Court of Common Pleas of Clearfield County,
Pennsylvania, Civil Division. (A copy of the Complaint is
attached and identified as Exhibit "A.") The Complaint was
mailed to Defendant Richard Wise at the United States Department
of Agriculture, and was received on or about August 21, 2002.

3. In their Complaint, Plaintiffs have individually named
Richard Wise, as a Defendant. Mr. Wise is a Farm Loan Officer
for the Farm Service Agency of the United States Department of

U.S. DISTRICT COURT
FILED
1192-CD

FILED

Agriculture. Although Plaintiffs have named and sued Mr. Wise in his individual capacity, Plaintiffs have not asserted any allegation of misconduct or wrongdoing by Mr. Wise in their complaint. Rather, Plaintiffs merely note that they applied for a loan from the Farm Service Agency and that their request was denied, by Farm Loan Officer, Richard Wise. The Complaint, while not very clear, appears to involve a dispute over Plaintiffs' unsuccessful attempt to exercise a purchase option with Defendants, Fred and Laverna Harkleroad. Plaintiffs are apparently seeking a Court Order for the Harkleroads to exercise the option and allow Plaintiffs to purchase the property in question.

4. No trial or proceeding has commenced in said civil action.

WHEREFORE, Defendant, removes the matter from the Court of Common Pleas of Clearfield County, Pennsylvania, Civil Division, to the United States District Court for the Western District of Pennsylvania.

Respectfully submitted,

MARY BETH BUCHANAN
UNITED STATES ATTORNEY


MICHAEL C. COLVILLE
ASSISTANT U.S. ATTORNEY
Western District of PA
633 U.S.P.O. & Courthouse
Pittsburgh, PA 15219
(412) 644-6699
PA I.D. No. 56668

AUG 20 2002

In the Court of Common Pleas of Clearfield
 County, Pennsylvania
 Civil Division

Richard Weimer and
 Jennifer Weimer, husband
 and wife

Plaintiffs

- VS -

Fred H. Harkleroad and
 E. Lauvera Harkleroad, husband
 and wife, and Kim C Kesner
 attorney, and Richard Mulise,

No. 2002 - 1192 - CD
 Entrapment, Fraud,
 Trickery, Harrassment, and
 Conspiracy

Type of action:
 at Law, equity

Trial by Jury demanded

I hereby certify this to be a true and accurate copy of the original
 statement filed in this case.
 Marshall attorney.

AUG 19 2002

Attest.

✓ Linda ComplaintProthonotary/
Clerk of Courts

Find now, come the Plaintiffs, Richard Weimer
 and Jennifer Weimer, husband and wife who file
 the following complaint in type of action
 at law, equity

2. Plaintiffs, Richard Weimer and Jennifer
 Weimer, are adult individuals and citizens ~~of~~
 the Commonwealth of Pennsylvania, currently
 residing at 2986 Shepard Lane Westover, Clearfield
 County, Pennsylvania.

Copy

Page 1

GOVERNMENT
 EXHIBIT
 "A"

3. Defendants are the owners of the premises known as Lot 6 of the Fred H. and E. LeVerna 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, as further described at Deed Book 1662, Page 401 in the Clearfield County Courthouse, Clearfield, Pennsylvania.

4. Plaintiffs are the lessees of ~~of~~ said premises for a term of (3) three years, from June 1, 1999 to May 31, 2002, at a monthly rental of \$1,100.00, pursuant to a written lease dated May 20, 1999. A copy of said lease is attached hereto and marked as Exhibit A.

5. Said lease agreement was modified by a Modification Agreement entered into by Plaintiffs and Defendants, and dated April 1, 2001.

A copy of said modification Agreement is attached hereto and marked as Exhibit B.

6. Plaintiffs have been in possession of the premises since June 1, 1999, and currently continue to occupy the premises under the lease. The term of the lease expires May 31, 2002

7. As part of the lease agreement, the Plaintiffs are given the option to purchase said premises for the sum of \$115,000.00.

Further, under terms of the agreement, should the Plaintiffs elect to exercise their purchase option at the end of the term of the lease, the balance due shall be \$91,858.51

8. Plaintiffs wish to exercise said purchase option.

9. In preparation for exercising said purchase option, Plaintiffs applied for a loan to the United States Department of Agriculture, Farm Service Agency (FSA) in April 2002.

10. Upon being contacted by the FSA, Defendant, Fred Harkleroad, authored a letter to said Agency containing statements that the Plaintiffs are delinquent on various loans and debts, including debts to individuals and businesses other than the Defendant.

A copy of said letter is attached hereto and marked Exhibit C.

11. As a result of the statements in the letter from Defendant, Fred Harkleroad, Plaintiffs received a letter from the FSA denying them FSA assistance. A copy of said letter is attached hereto and marked Exhibit D.

12. That the Farm Service Agency provides several options for appeal, which Plaintiffs are currently pursuing.

13. That Plaintiffs believe that Defendant have found another purchaser of the farm, and wish for Plaintiffs to not be able to exercise their purchase option as the fair market value of the farm may be greater than the current option purchase price.

14. Plaintiffs have notified Defendant several times that they intended to exercise their option under the lease to purchase said premises.

15. Defendant, Fred Harkieoad, has indicated to the Plaintiffs his intention to have them removed from the farm at the end of the lease.

16. If your Plaintiffs are forced from the land at the termination of their lease on May 31, 2002, they would be greatly damaged, and will suffer an irreparable loss, including, but not limited to, the loss of the ability to purchase the property and the loss of their livelihood.

17. Refer to line, Defendant Fred Harkleroad prevented cattle (milk cows) from being acquired by Richard Weimer and Jennifer Weimer on or about August 10, 2000. Therefore by causing loss of income. Which resulted in arreage of the lease agreement on Dec 2002 for \$342.44 and Feb 2001 for \$41.31 and furthermore at the time of the modified agreement. the payment was current and has remained current through the remaining of the agreement.

18. Defendant, Harkleroad has falsely intervene with the loan by saying that the Weimers owe Bakers Farm Equipment, Kough Feed Store, Doug Weaver and Shoe Harkleroad, the defendants son refer to Exhibit E. Also they have falsely accused the Weimers of being delinquent on the electric of Charles Harkleroad Sr (Deceased).

19. Defendant, Harkleroad have falsely accused Weimers of being delinquent under the modification agreement by stating that \$500 plus \$600 is due when in fact \$600 minimum is due per month and anything over but not exceeding \$100.00 a month is due. Refer to Exhibit B

20. The proceeding advertiments clearly shows Bad Faith, harassment, Fraud, Conspiracy, and entrapment.

21. The Defendant Harkleroad and now Kim Kessner are falsley trying to erode the Weimers of their creditability and livelihood by acceleration of the agreement well before the exparation date of may 31, 2002. Kim Kessner has taken action before Due Date refere to letter exhibit E also Kim has threaten our cansler, Brian Marshall by letter form on exhibit E, therefore creating a conspiracy ~~to~~ to harasse and defraud the Weimers from their livelihood and to have League Counsel to repersent this case.

22. ~~There~~ Therefore Plaintiff prays to this Honorable court, to ~~have take~~ action to quiet title and accept this Exparte emergency motion for injunctive relief.

Filed: Jennifer Weimer

2986 Sheppard Lane
Westover, Pa 16692

814-845-0151

8-14-02

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

Richard Weimer, and
Jennifer Weimer, husband
and wife

Plaintiffs
-vs-
Fred H. Harlkerod and
E. Laurna Harlkerod, husband
and wife, and Kim C. Kesner
attorney, and USA Richard
M. Wise and Brian K. Marshall
attorney

Defendants

* No. 8002-1192-C0
* Entrapment, Fraud, Trickery
* Harrassment, and Conspiracy
* Type of action: at Law, equity
* Trial by Jury demanded

NOTICE TO DEFEND AND CLAIM RIGHTS

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 (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 Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16820

108 NORTH BRACKY STREET
DUBLIN, PA 15801

Certificate of mailing

I did place a true and correct copy of
this action at law, equity by certified mail

Number 7001 0320 0004 6658 5218 - Wise
7001 0320 0004 6658 5225 - Kesner
7001 0320 0004 6658 5232 - Harkleroad
7001 0320 0004 6658 5201 - Marshall

Fred Harkleroad and
E. Lauverna Harkleroad
RR# 1 Box 70-5
Westover, Pa
16692

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

Richard M Wise
USDA Farm Service Agency
478 Jeffers St.
Dubois, Pa 15801

Brian Marshall
211 North Second Street
Clearfield, Pa
16830

Jennifer Werner
8-14-02

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

Copy

monthly proceeds payable to Lessee, of which are annexed hereto as Exhibit "B". It is acknowledged by and between the 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 agrees 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 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), unreacted maldahyde, 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 men's 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 an reimbursement for attorney's fees (collectively, the "amounts dues") shall remain unpaid on any date 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 a competent court an amicable action or actions for the recovery of rent or other charges, payment of costs and expenses. In said suits or in said amicable action or actions, Lessee hereby empowers said Prothonotary, clerk of court or attorney to confess judgment against it for all or any part of the amount specified in this lease and then unpaid or any other amounts due, including without limitation, 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. Said 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 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 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 proceeding, 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, 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 same, or 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 Lessor 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 prorate 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 10.1. 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:

Pine E. Woodside
Leon E. Knight

LESSOR:

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

WITNESS:

Pine E. Woodside
Leon E. Knight

LESSEE:

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

COMMONWEALTH OF PENNSYLVANIA

SS.

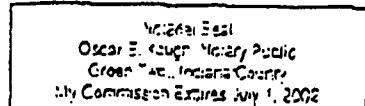
Indiana
 COUNTY OF ~~CLEARFIELD~~

On this, the 25 day of May, 1999, before me, the undersigned authority, personally appeared FRED H. HARKEROAD and E LEVERNA HARKEROAD, 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. Kaugh

Notary Public



Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

SS.

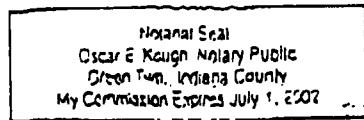
Indiana
 COUNTY OF ~~CLEARFIELD~~

On this, the 26 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 therein contained.

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

Oscar E. Kaugh

Notary Public



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, 1987, 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 35 seconds West for a distance of 1499.91 feet along William and Ellen Bush and along Butlerbaugh Brothers Land and Timber Corporation, as was conveyed to them by deed book 515 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 Butlerbaugh 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 Grantee by deed book 1652 page 401.

Loan Number & Interest Rate
Loan Payment Schedule

Page

Description: Fixed & Variable Interest

Principal amount: \$ 100,000.00

Initial Interest Rate: 6.0000 % Regular Payment: \$ 1,000.00

Number of Payments: 10

Conventional Interest Calculations

Card Date	Beginning Balance	Interest Postage	Principal Postage	Ending Balance	Interest To-Date	Principal To-Date
01-00-99	\$100,000.00	\$60.00	\$80.00	\$99,960.00	\$60.00	\$80.00
01-01-99	\$99,960.00	\$59.99	\$80.00	\$99,979.99	\$60.00	\$80.00
01-02-99	\$99,979.99	\$59.98	\$80.00	\$99,999.98	\$60.00	\$80.00
01-03-99	\$99,999.98	\$59.97	\$80.00	\$100,019.97	\$60.00	\$80.00
01-04-99	\$100,019.97	\$59.96	\$80.00	\$100,039.96	\$60.00	\$80.00
01-05-99	\$100,039.96	\$59.95	\$80.00	\$100,059.95	\$60.00	\$80.00
01-06-99	\$100,059.95	\$59.94	\$80.00	\$100,079.94	\$60.00	\$80.00
01-07-99	\$100,079.94	\$59.93	\$80.00	\$100,099.93	\$60.00	\$80.00
01-08-99	\$100,099.93	\$59.92	\$80.00	\$100,119.92	\$60.00	\$80.00
01-09-99	\$100,119.92	\$59.91	\$80.00	\$100,139.91	\$60.00	\$80.00
01-10-99	\$100,139.91	\$59.90	\$80.00	\$100,159.90	\$60.00	\$80.00
01-11-99	\$100,159.90	\$59.89	\$80.00	\$100,179.89	\$60.00	\$80.00
01-12-99	\$100,179.89	\$59.88	\$80.00	\$100,199.88	\$60.00	\$80.00
01-00-00	\$100,199.88	\$59.87	\$80.00	\$100,219.87	\$60.00	\$80.00
01-01-00	\$100,219.87	\$59.86	\$80.00	\$100,239.86	\$60.00	\$80.00
01-02-00	\$100,239.86	\$59.85	\$80.00	\$100,259.85	\$60.00	\$80.00
01-03-00	\$100,259.85	\$59.84	\$80.00	\$100,279.84	\$60.00	\$80.00
01-04-00	\$100,279.84	\$59.83	\$80.00	\$100,299.83	\$60.00	\$80.00
01-05-00	\$100,299.83	\$59.82	\$80.00	\$100,319.82	\$60.00	\$80.00
01-06-00	\$100,319.82	\$59.81	\$80.00	\$100,339.81	\$60.00	\$80.00
01-07-00	\$100,339.81	\$59.80	\$80.00	\$100,359.80	\$60.00	\$80.00
01-08-00	\$100,359.80	\$59.79	\$80.00	\$100,379.79	\$60.00	\$80.00
01-09-00	\$100,379.79	\$59.78	\$80.00	\$100,399.78	\$60.00	\$80.00
01-10-00	\$100,399.78	\$59.77	\$80.00	\$100,419.77	\$60.00	\$80.00
01-11-00	\$100,419.77	\$59.76	\$80.00	\$100,439.76	\$60.00	\$80.00
01-12-00	\$100,439.76	\$59.75	\$80.00	\$100,459.75	\$60.00	\$80.00
01-00-01	\$100,459.75	\$59.74	\$80.00	\$100,479.74	\$60.00	\$80.00
01-01-01	\$100,479.74	\$59.73	\$80.00	\$100,499.73	\$60.00	\$80.00
01-02-01	\$100,499.73	\$59.72	\$80.00	\$100,519.72	\$60.00	\$80.00
01-03-01	\$100,519.72	\$59.71	\$80.00	\$100,539.71	\$60.00	\$80.00
01-04-01	\$100,539.71	\$59.70	\$80.00	\$100,559.70	\$60.00	\$80.00
01-05-01	\$100,559.70	\$59.69	\$80.00	\$100,579.69	\$60.00	\$80.00
01-06-01	\$100,579.69	\$59.68	\$80.00	\$100,599.68	\$60.00	\$80.00
01-07-01	\$100,599.68	\$59.67	\$80.00	\$100,619.67	\$60.00	\$80.00
01-08-01	\$100,619.67	\$59.66	\$80.00	\$100,639.66	\$60.00	\$80.00
01-09-01	\$100,639.66	\$59.65	\$80.00	\$100,659.65	\$60.00	\$80.00
01-10-01	\$100,659.65	\$59.64	\$80.00	\$100,679.64	\$60.00	\$80.00
01-11-01	\$100,679.64	\$59.63	\$80.00	\$100,699.63	\$60.00	\$80.00
01-12-01	\$100,699.63	\$59.62	\$80.00	\$100,719.62	\$60.00	\$80.00
01-00-02	\$100,719.62	\$59.61	\$80.00	\$100,739.61	\$60.00	\$80.00
01-01-02	\$100,739.61	\$59.60	\$80.00	\$100,759.60	\$60.00	\$80.00
01-02-02	\$100,759.60	\$59.59	\$80.00	\$100,779.59	\$60.00	\$80.00
01-03-02	\$100,779.59	\$59.58	\$80.00	\$100,799.58	\$60.00	\$80.00
01-04-02	\$100,799.58	\$59.57	\$80.00	\$100,819.57	\$60.00	\$80.00
01-05-02	\$100,819.57	\$59.56	\$80.00	\$100,839.56	\$60.00	\$80.00
01-06-02	\$100,839.56	\$59.55	\$80.00	\$100,859.55	\$60.00	\$80.00
01-07-02	\$100,859.55	\$59.54	\$80.00	\$100,879.54	\$60.00	\$80.00
01-08-02	\$100,879.54	\$59.53	\$80.00	\$100,899.53	\$60.00	\$80.00
01-09-02	\$100,899.53	\$59.52	\$80.00	\$100,919.52	\$60.00	\$80.00
01-10-02	\$100,919.52	\$59.51	\$80.00	\$100,939.51	\$60.00	\$80.00
01-11-02	\$100,939.51	\$59.50	\$80.00	\$100,959.50	\$60.00	\$80.00
01-12-02	\$100,959.50	\$59.49	\$80.00	\$100,979.49	\$60.00	\$80.00
01-00-03	\$100,979.49	\$59.48	\$80.00	\$100,999.48	\$60.00	\$80.00
01-01-03	\$100,999.48	\$59.47	\$80.00	\$101,019.47	\$60.00	\$80.00
01-02-03	\$101,019.47	\$59.46	\$80.00	\$101,039.46	\$60.00	\$80.00
01-03-03	\$101,039.46	\$59.45	\$80.00	\$101,059.45	\$60.00	\$80.00
01-04-03	\$101,059.45	\$59.44	\$80.00	\$101,079.44	\$60.00	\$80.00
01-05-03	\$101,079.44	\$59.43	\$80.00	\$101,099.43	\$60.00	\$80.00
01-06-03	\$101,099.43	\$59.42	\$80.00	\$101,119.42	\$60.00	\$80.00
01-07-03	\$101,119.42	\$59.41	\$80.00	\$101,139.41	\$60.00	\$80.00
01-08-03	\$101,139.41	\$59.40	\$80.00	\$101,159.40	\$60.00	\$80.00
01-09-03	\$101,159.40	\$59.39	\$80.00	\$101,179.39	\$60.00	\$80.00
01-10-03	\$101,179.39	\$59.38	\$80.00	\$101,199.38	\$60.00	\$80.00
01-11-03	\$101,199.38	\$59.37	\$80.00	\$101,219.37	\$60.00	\$80.00
01-12-03	\$101,219.37	\$59.36	\$80.00	\$101,239.36	\$60.00	\$80.00
01-00-04	\$101,239.36	\$59.35	\$80.00	\$101,259.35	\$60.00	\$80.00
01-01-04	\$101,259.35	\$59.34	\$80.00	\$101,279.34	\$60.00	\$80.00
01-02-04	\$101,279.34	\$59.33	\$80.00	\$101,299.33	\$60.00	\$80.00
01-03-04	\$101,299.33	\$59.32	\$80.00	\$101,319.32	\$60.00	\$80.00
01-04-04	\$101,319.32	\$59.31	\$80.00	\$101,339.31	\$60.00	\$80.00
01-05-04	\$101,339.31	\$59.30	\$80.00	\$101,359.30	\$60.00	\$80.00
01-06-04	\$101,359.30	\$59.29	\$80.00	\$101,379.29	\$60.00	\$80.00
01-07-04	\$101,379.29	\$59.28	\$80.00	\$101,399.28	\$60.00	\$80.00
01-08-04	\$101,399.28	\$59.27	\$80.00	\$101,419.27	\$60.00	\$80.00
01-09-04	\$101,419.27	\$59.26	\$80.00	\$101,439.26	\$60.00	\$80.00
01-10-04	\$101,439.26	\$59.25	\$80.00	\$101,459.25	\$60.00	\$80.00
01-11-04	\$101,459.25	\$59.24	\$80.00	\$101,479.24	\$60.00	\$80.00
01-12-04	\$101,479.24	\$59.23	\$80.00	\$101,499.23	\$60.00	\$80.00
01-00-05	\$101,499.23	\$59.22	\$80.00	\$101,519.22	\$60.00	\$80.00
01-01-05	\$101,519.22	\$59.21	\$80.00	\$101,539.21	\$60.00	\$80.00
01-02-05	\$101,539.21	\$59.20	\$80.00	\$101,559.20	\$60.00	\$80.00
01-03-05	\$101,559.20	\$59.19	\$80.00	\$101,579.19	\$60.00	\$80.00
01-04-05	\$101,579.19	\$59.18	\$80.00	\$101,599.18	\$60.00	\$80.00
01-05-05	\$101,599.18	\$59.17	\$80.00	\$101,619.17	\$60.00	\$80.00
01-06-05	\$101,619.17	\$59.16	\$80.00	\$101,639.16	\$60.00	\$80.00
01-07-05	\$101,639.16	\$59.15	\$80.00	\$101,659.15	\$60.00	\$80.00
01-08-05	\$101,659.15	\$59.14	\$80.00	\$101,679.14	\$60.00	\$80.00
01-09-05	\$101,679.14	\$59.13	\$80.00	\$101,699.13	\$60.00	\$80.00
01-10-05	\$101,699.13	\$59.12	\$80.00	\$101,719.12	\$60.00	\$80.00
01-11-05	\$101,719.12	\$59.11	\$80.00	\$101,739.11	\$60.00	\$80.00
01-12-05	\$101,739.11	\$59.10	\$80.00	\$101,759.10	\$60.00	\$80.00
01-00-06	\$101,759.10	\$59.09	\$80.00	\$101,779.09	\$60.00	\$80.00
01-01-06	\$101,779.09	\$59.08	\$80.00	\$101,799.08	\$60.00	\$80.00
01-02-06	\$101,799.08	\$59.07	\$80.00	\$101,819.07	\$60.00	\$80.00
01-03-06	\$101,819.07	\$59.06	\$80.00	\$101,839.06	\$60.00	\$80.00
01-04-06	\$101,839.06	\$59.05	\$80.00	\$101,859.05	\$60.00	\$80.00
01-05-06	\$101,859.05	\$59.04	\$80.00	\$101,879.04	\$60.00	\$80.00
01-06-06	\$101,879.04	\$59.03	\$80.00	\$101,899.03	\$60.00	\$80.00
01-07-06	\$101,899.03	\$59.02	\$80.00	\$101,919.02	\$60.00	\$80.00
01-08-06	\$101,919.02	\$59.01	\$80.00	\$101,939.01	\$60.00	\$80.00
01-09-06	\$101,939.01	\$59.00	\$80.00	\$101,959.00	\$60.00	\$80.00
01-10-06	\$101,959.00	\$59.00	\$80.00	\$101,979.00	\$60.00	\$80.00
01-11-06	\$101,979.00	\$59.00	\$80.00	\$101,999.00	\$60.00	\$80.00
01-12-06	\$101,999.00	\$59.00	\$80.00	\$102,019.00	\$60.00	\$80.00
01-00-07	\$102,019.00	\$59.00	\$80.00	\$102,039.00	\$60.00	\$80.00
01-01-07	\$102,039.00	\$59.00	\$80.00	\$102,059.00	\$60.00	\$80.00
01-02-07	\$102,059.00	\$59.00	\$80.00	\$102,079.00	\$60.00	\$80.00
01-03-07	\$102,079.00	\$59.00	\$80.00	\$102,099.00	\$60.00	\$80.00
01-04-07	\$102,099.00	\$59.00	\$80.00	\$102,119.00	\$60.00	\$80.00
01-05-07	\$102,119.00	\$59.00	\$80.00	\$102,139.00	\$60.00	\$80.00
01-06-07	\$102,139.00	\$59.00	\$80.00	\$102,159.00	\$60.00	\$80.00
01-07-07	\$102,159.00	\$59.00	\$80.00	\$102,179.00	\$60.00	\$80.00
01-08-07	\$102,179.00	\$59.00	\$80.00	\$102,199.00	\$60.00	\$80.00
01-09-07	\$102,199.00	\$59.00	\$80.00	\$102,219.00	\$60.00	\$80.00
01-10-07	\$102,219.00	\$59.00	\$80.00	\$102,239.00	\$60.00	\$80.00
01-11-07	\$102,239.00	\$59.00	\$80.00	\$102,259.00	\$60.00	\$80.00
01-12-07	\$102,259.00	\$59.00	\$80.00	\$102,279.00	\$60.00	\$80.00
01-00-08	\$102,279.00	\$59.00	\$80.00	\$102,299.00	\$60.00	\$80.00
01-01-08	\$102,299.00	\$59.00	\$80.00	\$102,319.00	\$60.00	\$80.00
01-02-08	\$102,319.00	\$59.00	\$80.00	\$102,339.00	\$60.00	\$80.00
01-03-08	\$102,339.00	\$59.00	\$80.00	\$102,359.00	\$60.00	\$80.00

Schneiden, Nelson & Shimmel, LLP
Loan Payment Schedule

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Description: Food & Beverage Marketplace

Principal Account: # 111 888.00

Annual Interest Rate: 6.8800% Regular Payment: \$ 1,194.00

Number of Payments: 25

Amortization Interest Calculations

Date Due	Beginning Balance	Interest Accrued	Principal Repaid	Ending Balance	Interest To-Date	Principal To-Date
01-05-03	\$11,888.00	469.10	620.00	\$11,811.10	469.10	620.00
01-12-03	\$11,811.10	468.54	623.44	\$11,677.26	937.64	1243.44
01-19-03	\$11,677.26	468.09	626.00	\$11,641.26	1395.73	1869.70
01-26-03	\$11,641.26	467.64	628.76	\$11,612.50	1863.39	2398.46
02-02-03	\$11,612.50	467.20	631.00	\$11,581.50	2330.59	2929.46
02-09-03	\$11,581.50	466.76	633.26	\$11,548.24	2797.35	3362.72
02-16-03	\$11,548.24	466.32	635.52	\$11,512.72	3263.67	3798.24
02-23-03	\$11,512.72	465.88	637.76	\$11,474.96	3730.55	4236.00
02-29-03	\$11,474.96	465.44	640.00	\$11,434.96	4197.00	4676.00
03-05-03	\$11,434.96	464.99	642.26	\$11,392.69	4663.99	5118.26
03-12-03	\$11,392.69	464.55	644.52	\$11,348.17	5130.54	5562.78
03-19-03	\$11,348.17	464.10	646.76	\$11,301.41	5597.69	5999.54
03-26-03	\$11,301.41	463.66	648.99	\$11,252.42	6065.35	6448.53
04-02-03	\$11,252.42	463.21	651.26	\$11,201.16	6533.61	6899.80
04-09-03	\$11,201.16	462.77	653.52	\$11,147.64	6999.38	7353.32
04-16-03	\$11,147.64	462.32	655.76	\$11,091.88	7465.74	7719.08
04-23-03	\$11,091.88	461.88	657.99	\$11,034.89	7932.52	8076.97
04-30-03	\$11,034.89	461.43	660.26	\$10,977.63	8399.95	8447.23
05-06-03	\$10,977.63	460.99	662.52	\$10,915.11	8867.94	8819.75
05-13-03	\$10,915.11	460.54	664.76	\$10,850.35	9335.68	9284.51
05-20-03	\$10,850.35	460.09	667.00	\$10,783.35	9803.67	9651.51
05-27-03	\$10,783.35	459.64	669.26	\$10,713.09	10272.33	10110.77
06-03-03	\$10,713.09	459.19	671.52	\$10,641.57	10741.85	10482.30
06-10-03	\$10,641.57	458.74	673.76	\$10,567.81	11211.61	10856.06
06-17-03	\$10,567.81	458.29	676.00	\$10,492.81	11681.60	11232.06
06-24-03	\$10,492.81	457.84	678.26	\$10,416.55	12151.86	11610.32
07-01-03	\$10,416.55	457.39	680.52	\$10,339.03	12622.38	12090.84
07-08-03	\$10,339.03	456.94	682.76	\$10,260.27	13092.14	12473.60
07-15-03	\$10,260.27	456.49	685.00	\$10,180.27	13562.13	12858.60
07-22-03	\$10,180.27	456.04	687.26	\$10,100.01	14032.39	13245.86
07-29-03	\$10,100.01	455.59	689.52	\$10,018.49	14502.91	13635.38
08-05-03	\$10,018.49	455.14	691.76	\$9,935.73	14973.65	14026.14
08-12-03	\$9,935.73	454.69	694.00	\$9,851.73	15444.64	14416.14
08-19-03	\$9,851.73	454.24	696.26	\$9,766.47	15915.84	14802.40
08-26-03	\$9,766.47	453.79	698.52	\$9,680.95	16387.24	15189.92
09-02-03	\$9,680.95	453.34	700.76	\$9,594.19	16858.84	15579.68
09-09-03	\$9,594.19	452.89	703.00	\$9,506.19	17330.64	15969.68
09-16-03	\$9,506.19	452.44	705.26	\$9,417.93	17802.64	16359.93
09-23-03	\$9,417.93	451.99	707.52	\$9,328.41	18274.84	16749.45
09-30-03	\$9,328.41	451.54	710.76	\$9,237.65	18747.24	17139.45
10-06-03	\$9,237.65	451.09	713.00	\$9,146.65	19219.84	17529.45
10-13-03	\$9,146.65	450.64	715.26	\$9,054.49	19692.64	17919.45
10-20-03	\$9,054.49	450.19	717.52	\$8,961.17	20165.64	18309.45
10-27-03	\$8,961.17	449.74	720.76	\$8,867.31	20638.84	18699.45
11-03-03	\$8,867.31	449.29	723.00	\$8,772.31	21112.24	19089.45
11-10-03	\$8,772.31	448.84	725.26	\$8,676.25	21585.84	19479.45
11-17-03	\$8,676.25	448.39	727.52	\$8,578.73	22059.64	19869.45
11-24-03	\$8,578.73	447.94	730.76	\$8,480.03	22533.64	20259.45
12-01-03	\$8,480.03	447.49	733.00	\$8,380.93	23007.84	20649.45
12-08-03	\$8,380.93	447.04	735.26	\$8,280.67	23482.24	21039.45
12-15-03	\$8,280.67	446.59	737.52	\$8,179.21	23956.84	21429.45
12-22-03	\$8,179.21	446.14	740.00	\$8,077.21	24431.64	21819.45
12-29-03	\$8,077.21	445.69	742.52	\$7,974.69	24906.64	22209.45
01-05-04	\$7,974.69	445.24	745.00	\$7,871.69	25381.84	22599.45
01-12-04	\$7,871.69	444.79	747.52	\$7,767.67	25857.24	22989.45
01-19-04	\$7,767.67	444.34	750.00	\$7,663.67	26332.84	23379.45
01-26-04	\$7,663.67	443.89	752.52	\$7,559.15	26808.64	23769.45
02-02-04	\$7,559.15	443.44	755.00	\$7,454.65	27284.64	24159.45
02-09-04	\$7,454.65	442.99	757.52	\$7,349.13	27761.84	24549.45
02-16-04	\$7,349.13	442.54	760.00	\$7,243.63	28239.24	24939.45
02-23-04	\$7,243.63	442.09	762.52	\$7,137.11	28717.84	25329.45
02-29-04	\$7,137.11	441.64	765.00	\$7,030.59	29196.64	25719.45
03-05-04	\$7,030.59	441.19	767.52	\$6,923.07	29675.64	26109.45
03-12-04	\$6,923.07	440.74	770.00	\$6,815.55	30155.84	26499.45
03-19-04	\$6,815.55	440.29	772.52	\$6,707.03	30635.24	26889.45
03-26-04	\$6,707.03	439.84	775.00	\$6,598.51	31115.84	27279.45
04-02-04	\$6,598.51	439.39	777.52	\$6,489.99	31596.64	27669.45
04-09-04	\$6,489.99	438.94	780.00	\$6,381.47	32077.64	28059.45
04-16-04	\$6,381.47	438.49	782.52	\$6,272.95	32558.84	28449.45
04-23-04	\$6,272.95	438.04	785.00	\$6,164.43	33040.24	28839.45
04-30-04	\$6,164.43	437.59	787.52	\$6,055.91	33521.84	29229.45
05-06-04	\$6,055.91	437.14	790.00	\$5,947.39	33993.64	29619.45
05-13-04	\$5,947.39	436.69	792.52	\$5,838.87	34475.64	30009.45
05-20-04	\$5,838.87	436.24	795.00	\$5,729.35	34958.84	30399.45
05-27-04	\$5,729.35	435.79	797.52	\$5,620.83	35442.24	30789.45
06-03-04	\$5,620.83	435.34	800.00	\$5,512.31	35925.84	31179.45
06-10-04	\$5,512.31	434.89	802.52	\$5,403.79	36409.64	31569.45
06-17-04	\$5,403.79	434.44	805.00	\$5,295.27	36893.64	31959.45
06-24-04	\$5,295.27	433.99	807.52	\$5,186.75	37377.84	32349.45
06-30-04	\$5,186.75	433.54	810.00	\$5,078.23	37862.24	32739.45
07-07-04	\$5,078.23	433.09	812.52	\$4,969.71	38347.84	33129.45
07-14-04	\$4,969.71	432.64	815.00	\$4,861.19	38833.64	33519.45
07-21-04	\$4,861.19	432.19	817.52	\$4,752.67	39319.64	33899.45
07-28-04	\$4,752.67	431.74	820.00	\$4,644.15	39806.84	34289.45
08-04-04	\$4,644.15	431.29	822.52	\$4,535.63	40294.24	34679.45
08-11-04	\$4,535.63	430.84	825.00	\$4,427.11	40782.84	35069.45
08-18-04	\$4,427.11	430.39	827.52	\$4,318.59	41271.64	35459.45
08-25-04	\$4,318.59	429.94	830.00	\$4,210.07	41761.64	35849.45
09-01-04	\$4,210.07	429.49	832.52	\$4,101.55	42252.24	36239.45
09-08-04	\$4,101.55	429.04	835.00	\$3,993.03	42743.84	36629.45
09-15-04	\$3,993.03	428.59	837.52	\$3,884.51	43235.64	37019.45
09-22-04	\$3,884.51	428.14	840.00	\$3,775.99	43727.64	37399.45
09-29-04	\$3,775.99	427.69	842.52	\$3,667.47	44219.84	37789.45
10-06-04	\$3,667.47	427.24	845.00	\$3,558.95	44712.24	38179.45
10-13-04	\$3,558.95	426.79	847.52	\$3,450.43	45205.84	38569.45
10-20-04	\$3,450.43	426.34	850.00	\$3,341.91	45699.64	38959.45
10-27-04	\$3,341.91	425.89	852.52	\$3,233.39	46193.64	39349.45
11-03-04	\$3,233.39	425.44	855.00	\$3,124.87	46687.84	39739.45
11-10-04	\$3,124.87	424.99	857.52	\$3,016.35	47182.24	40129.45
11-17-04	\$3,016.35	424.54	860.00	\$2,907.83	47677.64	40519.45
11-24-04	\$2,907.83	424.09	862.52	\$2,799.31	48173.24	40899.45
12-01-04	\$2,799.31	423.64	865.00	\$2,690.79	48669.84	41289.45
12-08-04	\$2,690.79	423.19	867.52	\$2,582.27	49166.64	41679.45
12-15-04	\$2,582.27	422.74	870.00	\$2,473.75	49663.64	42069.45
12-22-04	\$2,473.75	422.29	872.52	\$2,365.23	50161.24	42459.45
12-29-04	\$2,365.23	421.84	875.00	\$2,256.71	50659.84	42849.45
01-05-05	\$2,256.71	421.39	877.52	\$2,148.19	51158.64	43239.45
01-12-05	\$2,148.19	420.94	880.00	\$2,039.67	51658.24	43629.45
01-19-05	\$2,039.67	420.49	882.52	\$1,931.15	52158.84	44019.45
01-26-05	\$1,931.15	419.99	885.00	\$1,822.63	52659.64	44399.45
02-02-05	\$1,822.63	419.49	887.52	\$1,714.11	53161.24	44789.45
02-09-05	\$1,714.11	418.99	890.00	\$1,605.59	53663.84	45179.45
02-16-05	\$1,605.59	418.49	892.52	\$1,497.07	54166.64	45569.45
02-23-05	\$1,497.07	417.99	895.00	\$1,388.55	54669.84	45959.45
02-29-05	\$1,388.55	417.49	897.52	\$1,280.03	55173.24	46349.45
03-05-05	\$1,280.03	416.99	900.00	\$1,171.51</td		

MODIFICATION AGREEMENT
(Executed in Duplicate)

MADE and entered into this 1st day of April, 2001 by and between FRED H. HARKEROAD and E. LAVERNA HARKEROAD, husband and wife, of R.D. #1, Box 70, Westover, PA 16692, collectively referred to herein as "Lessor"

A

N

D

RICHARD D. WEIMER and JENNIFER L. WEIMER, husband and wife, of R.D. 1, Box 70-J, Westover, PA 16692, collectively referred to herein as "Lessee".

Recitals

Lessor and Lessee entered into a Lease Agreement dated May 20, 1999, ("Lease Agreement") under which Lessor leased to Lessee for the purposes of dairy farming, those premises owned by Lessor consisting of a house, barn, other buildings and fifty-six (56) acres more or less, situated in Burnside Township, Clearfield County, Pennsylvania and more particularly described in the Lease Agreement.

As security for rentals payable under the Lease Agreement, Lessee agreed to assign and transfer to Lessor proceeds receivable to Lessee for all milk sales during the term of the Lease. In furtherance of this Agreement, Lessee executed an Irrevocable Assignment of Proceeds from Sale of Milk dated May 16, 1999, with Milk Marketing, Inc., a/k/a Dairy Farmers of America.

COPY

S. v. h. h. + R.

Notwithstanding this Assignment, Lessee heretofore fell delinquent with regard to the rental and other financial obligations under the Lease Agreement. To secure payment of past due amounts, Lessee executed and delivered a Promissory Note on October 23, 2000 to Lessor in the sum of Ten Thousand Five Hundred (\$10,500.00) Dollars payable with interest at a rate of twelve (12%) percent per year ("Promissory Note").

Lessee has continued to experience difficulties in meeting its rental and other financial obligations under the Lease Agreement and its payment obligations under the Promissory Note. As a result, Lessor and Lessee have discussed and have agreed to amend and modify the Lease Agreement.

Lessor and Lessee hereby wish to memorialize those agreements.

NOW THEREFORE, for good and valuable consideration and intending to be legally bound hereby, Lessor and Lessee agree to amend and modify the Lease Agreement as follows:

SECTION I: LEASED PREMISES

The premises subject to the Lease Agreement which are described in the Lease Agreement as follows:

...those premises consisting of a house, barn, other buildings, and 56 acres more or less, situated in Burnside Township, Clearfield County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the Farm or the leased premises.

shall be amended and modified as follows:

...those premises consisting of a house, barn and permanent pasture, hereinafter referred to as the "Leased Premises".

Accordingly, Lessor shall have and regain full use and occupation of the remainder of the Farm (or the "Leased Premises" as defined under the Lease Agreement).

SECTION 2: RENTAL

A. Section 2.1 of the Lease Agreement which presently reads:

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.

shall be amended and modified to read:

Section 2.1. Lessee agrees to pay to Lessor as fixed rent, the sum of Six Hundred (\$600.00) Dollars per month on or before the twenty-second (22nd) day of each calendar month during the lease term.

B. Section 2.2 which provided for a present assignment and transfer to Lessor of proceeds receivable to Lessee from all milk sales during the term of the Lease shall remain in full force and effect as stated. Therefore, Milk Marketing, Inc., aka Dairy Farmers of America shall continue to pay to Lessors the sum of One Thousand One Hundred (\$1,100.00) Dollars per month in accordance with the Assignment of Proceeds of Sale of Milk dated May 16, 1999. However, any amount received in excess of the Six Hundred (\$600.00) Dollars rental payable shall be applied to principal and interest due under the Promissory Note.

SECTION 3: AGREEMENT TO LIQUIDATE

Lessee covenants and agrees that on or before May 1, 2002, should it become necessary because of the unavailability of other financing, Lessee shall liquidate and sell sufficient cattle and equipment in order to pay all sums remaining due on the Promissory Note as well as all other debts and obligations then owing to Lessor under the Lease Agreement.

SECTION 4: EFFECT OF MODIFICATION AGREEMENT ON LEASE AGREEMENT

It is the intent of the parties that any and all provisions of the Lease Agreement not expressly modified by the provisions of this Agreement shall remain in full force and effect.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

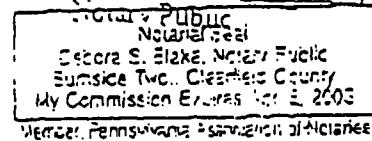
SS

On this, the 21 day of June, 2001, before me, the undersigned authority, personally appeared FRED H. HARKEROAD and E. LaVERNA HARKEROAD, 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 therein contained.

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

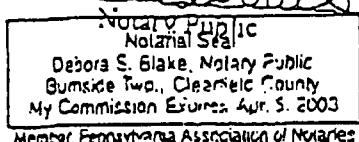
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS



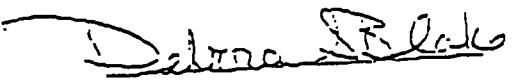
On this, the 21 day of June, 2001, before me, the undersigned authority, personally appeared RICHARD D. WEDNER and JENNIFER L. WEDNER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

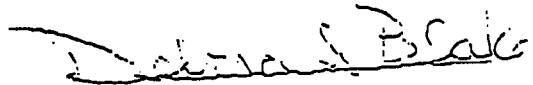
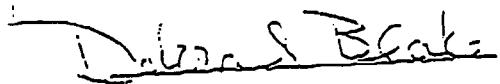


IN WITNESS WHEREOF, the parties hereto with intent to be legally bound hereby, have
hereunto set their hands and seals the day and year first above written.

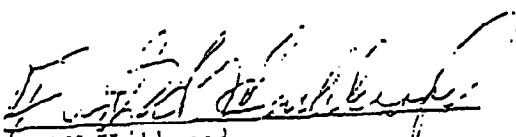
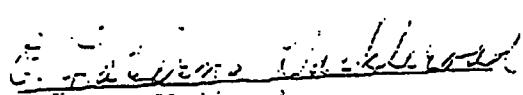
WITNESS:



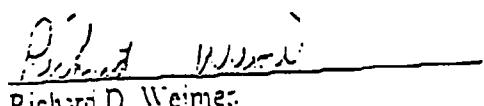
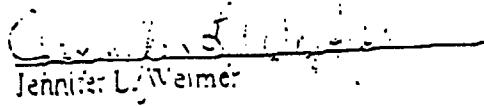
WITNESS:



LESSOR:


Fred H. Harkieroad
E. LaVerna Harkieroad

LESSEE:


Richard D. Weimer
Jennifer L. Weimer

Refer to the lease signed May 24, 1999.
Also refer to the 1% modification agreement
signed April 1, 2001.

On the lease agreement they failed to make
full payment on December 22, 2000 until
the following day, 23, 2000.

The modification agreement was signed
April 1, 2001. They gave 30 day written notice
of intent to...

March 31, 2001. They owed the \$8,858.00. There
was nothing paid on February or March. They
owed \$100.00.

The payment date of \$10,500.00 was signed
October 23, 2001. nothing paid on this date until
January 30, 2002, \$500.00. Then on April 23, 2002, the
landlord received a money order from check for \$500.00
according to the modified agreement.

They have been short on the \$500.00 January
2002, \$375.00 February 2002 \$179.00 March 2002 \$235.
They did receive the \$500.00 for April, 2002.

The following people are listed as:
that we know the lessor has done nothing
in a negligent or bad payment.

1. There was no agreement
for payment back to.

COPY

1/1/2002, 7/2

Exhibit C

APR 3 2002

J. K. H. Collection
56 Black Stone
Rockeferry, 7/4 15757
Phone 811-277-4544

66 g. Stone
X 202
Rockeferry, 7/4 15757
Phone 811-277-4544

Stone Island
X 18
Rockeferry, 7/4 15724
Phone 811-743-6723

They have been diligent on the collection
of stones they are and possibly a
collection of they have paid it. (not under the sun)

Rockeferry
The 7th December

The 7th December 2002
is the 7th December

PRODUCE LOCALLY. Include date and form number on all reproductions.

U. S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

FSA-440-32

(02-17-88)

VERIFICATION OF DEBTS AND ASSETS

153a reverse for Privacy Act and Public burden Statement

INSTRUCTIONS: FSA OFFICIAL - Complete items 2 through 5. If applicable complete items 6, 8 and 9.
This form is to be transmitted directly to the lender and is not to be transmitted through the applicant or any other party.

1. TO: (Name and Address of Financial Institution)

Fred Har Kierfould
RR# 1 Box 70
Westover, Pa 16692

2. FROM: (Address of FSA Office)

USDA - Farm Service Agency
478 Jeffers St.
DuBois, PA 15801

I certify that this verification has been sent directly to the institution and has not passed through the hands of the applicant or any other party. This also certifies that the United States Department of Agriculture, acting through FSA, has complied with the applicable provisions of Title XI, the Right to Financial Privacy Act of 1978, Public Law 95-630, in seeking financial information regarding the below named applicant.

3. Signature of FSA Official

Georgina Gingley
for: RICHARD M. WISE, FARM LOAN OFFICER

4. Title

5. Date

4-23-02

To Financial Institution: I have applied for assistance from the United States Department of Agriculture and have indicated that I owe a debt to or have an asset invested with your firm. You are hereby authorized to provide the information requested below. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or its officers.

6. Name and Address of Applicant

Jennifer Weimer
RR# 1 Box 70
Westover, Pa 16692

Signature of Applicants

Jennifer Weimer

TO BE COMPLETED BY FINANCIAL INSTITUTION

7. Type of Loan or Account (e.g., Loan, Lease, Savings or Checking Account, Money Market, Mutual Fund etc.)

8. Account number

9. Date of origination JULY 1969

10. Balance \$ 6,394.15 \$ \$

11. Previous 12 month high balance \$ 10,538.15 \$ \$

12. Previous 12 month low balance \$ \$ \$ \$

13. Accrued interest \$ \$ \$ \$

14. Effective date of items 10 and 13 above

15. Current interest rate applicant is being charged or is earning 12.20 %

16. Installment or annuity amount \$ \$ \$ \$

17. Amount past due \$ \$ \$ \$

18. Description of collateral

Cattle & Equipment

19. Maturity Date or Final Due Date 11-24-2002

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and family status. (Not all prohibited 223a apply to all programs.) Persons with disabilities who require alternative means for communication of program information should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Pennsylvania Avenue, N.W., Washington, D.C. 20420-0001 or call (202) 720-2556 (voice or TDD). USDA is an equal opportunity provider and employer.

A59

201

50-32 (Reverse) (02-17-99)

ALL INFORMATION PROVIDED WILL BE RELEASED TO THE APPLICANT AT THEIR REQUEST

20. Please rate the applicant's repayment record.		21. How many years has the applicant conducted business with your firm?
<input type="checkbox"/> prompt	<input type="checkbox"/> usually prompt	<input checked="" type="checkbox"/> not prompt
		3
22. Do your loan instruments, if applicable, contain a hereafter accrued clause?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
23. Do your loan instruments, if applicable, contain a future advance clause?		<input checked="" type="checkbox"/>
24. Does your firm impose a penalty if the deposit or investment accounts described on this form are withdrawn prior to maturity?		<input checked="" type="checkbox"/>
25. Would you extend additional credit?		<input checked="" type="checkbox"/>
26. Would you extend additional credit with an FSA Guarantee?		<input type="checkbox"/>

27. REMARKS

1. In the future, I will be
C.R. 17-228-6-00

Federal statutes provide severe civil and criminal penalties for any person who knowingly makes false or fraudulent statements or representations to a government agency or officer with the intention of influencing any action by such agency or officer.

28. Signature of financial institution	29. Title	30. Date	31. Telephone No.
<i>John E. Jackson Bank Inc.</i>	Farm Owner	4/24/04	845-7330

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a); the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1221 et seq.), or other acts, and the regulations promulgated thereunder, to retain the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, process your loan, and conduct statistical analyses. Such information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice, or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies, or received or transmitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act (FOIA), to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or garnishee contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that may engage in collection or sell them for garnishment, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of this information is mandatory. However, failure to disclose certain items of information requested, including your Social Security number or Federal Tax Identification Number, may result in a delay in the processing of an application or its rejection.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 2050-0166. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.



United States
Department of
Agriculture

Farm
Service Agency

478 Jeffers Street
DuBois, PA 15801
(814) 375-1297 (phone)
(814) 375-2435 (fax)

May 8, 2002

Jennifer Weimer
RR 1 Box 70J
Westover, PA 16692

Dear Ms. Weimer:

After careful consideration of your request for an FSA loan, I regret to inform you that you are not eligible for FSA assistance. The specific reason that you are not eligible is as follows:

FSA regulations require the applicant to demonstrate creditworthiness by meeting their obligations in a satisfactory manner. Information obtained in a recent credit bureau report shows collection accounts with no indication that they were beyond your control. Also, information obtained from FSA verification of debts and assets indicates that you have not paid as agreed to Fred Harkleroad.

If you believe our decision is wrong, you have the following options:

Option #1: Reconsideration

You may ask us to reconsider our decision. If you want this option, write to USDA-FSA, 478 Jeffers St., Dubois, PA 15801. Your written request must be received or, if mailed, postmarked no later than June 6, 2002. Provide any new information, documentation, or possible options with your request. You may bring a representative, including a lawyer, to any meeting we have. If you do not request reconsideration by June 6, 2002, you waive your right to reconsideration. Once you seek mediation or appeal to the National Appeals Division (NAD), you may not request reconsideration.

Option #2: Mediation or Alternative Dispute Resolution (ADR)

You may request mediation, nonbinding arbitration, or other form of alternative dispute resolution (ADR). We may resolve our disagreement through ADR. You may have to pay the entire cost of ADR. We will participate in ADR if you choose this option and if you pay the appropriate fee. To request ADR, write to Richard Pallman, SED, USDA, Pennsylvania State FSA Office, Suite 320, One Credit Union Place, Harrisburg, PA 17110-2994. Your request must be received or, if mailed, postmarked no later than June 6, 2002. We will tell you about the cost and procedures of mediation. If ADR does not resolve our disagreement, you may appeal to the National Appeals Division (NAD). After ADR, you will be notified of the result and the time you have to appeal. You may appeal to NAD without ADR. Once your NAD appeal hearing begins, you may not request ADR.

Copy

USDA is an Equal Opportunity Lender.
Complaints of discrimination should be sent to:
Secretary of Agriculture, Washington, D.C. 20250

Option #3: NAD Appeal

You may appeal our decision to the National Appeals Division (NAD) without requesting reconsideration or mediation or ADR. To appeal, you must write to the Office of the Area Supervisor, National Appeals Division, William A. Crutchfield, Sr., Eastern Regional Office, 8909 Purdue Road, Suite 240, Indianapolis, IN 46268. Your request must be made within 30 calendar days from your receipt of this letter. Your request must include the following information:

- a copy of this letter
- a statement explaining why our decision is wrong
- your name, address, and telephone number
- my name and address.

Send a copy of your request and attachments to me at USDA-FSA, 478 Jeffers St., DuBois, PA 15801. NAD will advise you of the time and place of any hearing and any procedural requirements. Once your NAD appeal hearing begins, you may not request mediation or ADR.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If you believe that you have been discriminated against for any of the reasons stated above, you may file a complaint with the Director, Office of Civil Rights, United States Department of Agriculture, Room 326-W, Whitten Building, 1400 Independence Ave, S.W. Washington, DC 20250-9410.

Sincerely,



Richard M. Wise
Farm Loan Officer

Kough Feed & Pro Hardware
6532 Rt. 240 Hwy
Cherry Tree, Pa 15724

MAY 07/2002

To Whom it may Concern:

As of this date, Jennifer Weiner
Does not owe this firm ANY MONEY

Sincerely

Oscar E Kough, owner

OSCAR E. KOUGH

Exhibit E

Copy



BAKER'S FARM EQUIPMENT

164 PIONEER LAKE RD.
COMMODORE, PA 15729
(724) 254-6400

Customer's Order No. _____ Date 5-3-02

Name Jennifer Weimer

Address Richard Weimer

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	LESS ECTO.	PAID OUT
QUAN.	DESCRIPTION			PRICE	AMOUNT	
As of May 3, 2002						
Owe us nothing -						
all previous bills						
are paid in full						
They can still have						
an open account here.						
Bonnie Liddle						
2% SERVICE CHARGE PER MONTH			TAX			
AFTER 30 DAYS						
REC'D. BY			TOTAL			

CODE 14514
All claims and returned goods MUST be accompanied by this bill.

1792

Thank You Printed in U.S.A.

Exhibit E

Copy

KIM C. KESNER

ATTORNEY AT LAW
kkesner@uschoice.net

23 NORTH 2ND STREET, CLEARFIELD, PA 16830

(814) 765-1706
FAX (814) 765-7006

May 23, 2002

VIA FACSIMILE AND U.S. MAIL

Brian K. Marshall, Esquire
211 North Second Street
Clearfield, PA 16830

RE: Fred & LaVerna Harkleroad/Richard & Jennifer Weimer

Dear Brian:

I view it as a constructive development that the Weimers have retained your firm. However, in all due respect, what I believe they need and deserve is counsel not zealous advocacy.

To this point, my assessment has been that their problems in keeping their obligations under the Lease Agreement have been economic. The position that they are presently putting forth suggests that they want to free themselves from their responsibilities by projecting their problems to others.

I believe that it would be better for us to discuss their real prospects for concluding a purchase rather than for you to fight for time. If you are serious about filing an action in equity, it will be vigorously defended. At any hearing for a preliminary injunction, I will subpoena and present the testimony of the local Farm Service Agency representative with regard to how late in the process the Weimers applied and the real reasons why they haven't obtained financing.

Thank you for the courtesy of your contact and I hope I have the opportunity to work with you in this case. Perhaps the Weimers can share with you my previous written correspondences to them in which I offered to work with them. I then received a telephone call from Mr. Weimer's father who professed to be much more knowledgeable on the law than me and who proceeded to immodestly tell me my business.

Notwithstanding that, a realistic assessment must presently be made on the Weimers prospects. In reality we are not talking about an eviction here but a potential inability to afford the farm. As a CPA, you can understand perhaps better than other lawyers the real reasons why they were not able to produce enough funds through their operations to make the lease payments. At this point, you may perceive your duty as keeping the wolves at bay. Despite what you may have heard, my client is not harsh or disagreeable. To the contrary, he is presently suffering from bladder cancer and was hospitalized recently in Barnesboro and then Pittsburgh. He and his wife opted not to follow my advice that the farm should be sold outright and they entered into the Lease Agreement in order to help the Weimers. Until recently, my assessment was that the Weimers although earnest and well meaning were having a hard go of it economically. I'm not sure how they can invest in litigation although I am pleased that they have sought your counsel.

Sincerely yours,

Kim C. Kesner

KCK/kz

cc: Mr. & Mrs. Fred Harkleroad

COPY

exhibit F

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Recipient Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

\$

Sent To:
 Brian Marshall
 211 North Second St
 Clearfield, Pa 16830

PS Form 3800, January 2001

545 Reverses for Recipient

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Recipient Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

\$

Sent To:
 Richard M Wise
 478 Jeffers St
 Dubois, Pa 15801

PS Form 3800, January 2001

545 Reverses for Recipient

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Recipient Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

\$

Sent To:
 Kim C Kesner
 3 North Second St
 Clearfield Pa 16830

PS Form 3800, January 2001

545 Reverses for Recipient

CERTIFICATE OF SERVICE

I, Michael C. Colville, Assistant United States Attorney for the Western District of Pennsylvania, hereby certify that a true and correct copy of the within NOTICE OF REMOVAL was mailed, postage prepaid, this 19th day of September, 2002, to the following:

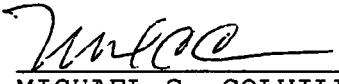
Richard Weimer
Jennifer Weimer
2986 Sheppard Lane
Westover, PA 16692

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

Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830

Richard M. Wise
USDA Farm Service Agency
478 Jeffers Street
Dubois, PA 15801

Brian K. Marshall, Esquire
211 North Second Street
Clearfield, PA 16830


MICHAEL C. COLVILLE
ASSISTANT U.S. ATTORNEY

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the within Notice of Removal was mailed, post-pre-paid, this 20th day of September, 2002, to the following:

Clearfield County Prothonotary
Clearfield County Courthouse
P.O. Box 549
Clearfield, PA 16830

Richard Weimer
Jennifer Weimer
2986 Sheppard Lane
Westover, PA 16692

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

Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830

Richard M. Wise
USDA Farm Service Agency
478 Jeffers Street
Dubois, PA 15801

Brian K. Marshall, Esquire
211 North Second Street
Clearfield, PA 16830


MICHAEL C. COLVILLE
ASSISTANT U.S. ATTORNEY

FILED
NOV 10 2002
SEP 23 2002
CC

William A. Shaw
Prothonotary