

02-1192-CD  
RICHARD WEIMER etux -vs- FRED H. HARKLEBROAD etal

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. Laverne Harkleroad, husband  
and wife and Kim C. Kessner  
attorney, <sup>USDA and SW</sup> ~~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 Clearifield County,  
Please issue a writ of summons  
to the above named defendants

**FILED**

AUG 01 2002

0/11:50/147

William A. Shaw  
Prothonotary

P.D.

FO.-

? WANTS TO PLAINTIFF.

Thank you

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  
Brien K Marshall, attorney  
Defendants

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

Type of action:  
At Law; equity

Trial by Jury demanded

**FILED**

AUG 15 2002

0110155 (w)

William A. Shaw  
Prothonotary

Ex parte Emergency motion For Injunctive Relief

And comes Richard and Jennifer Weimer  
asking this court for a junction of relief  
agaিসnt the defendants. ~~And~~ 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.

Original

page 1

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

**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 Weiner  
Filed by Jennifer Weiner  
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. Laverna Harkleroad husband  
and wife, Kim C Kessner attorney,  
USDA Richard M Wise, and  
Briar K Marshall, attorney  
Defendants

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

Type of action:  
At Law; equity

Trial by Jury demanded

**FILED**

AUG 15 2002

01:10:55 (w)

William A. Shaw  
Prothonotary

Ex parte Emergency Motion For Injunctive Relief

And comes Richard and Jennifer Weimer  
asking this court for a junction of relief  
against the defendants. ~~And~~ <sup>It</sup> 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.

Original page 1

Filed by  
Jennifer Weimer  
2980 Shepard Lane  
Westover, Pa  
16809  
814-845-0151

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 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

10:55 AM

William A. Shaw

Prothonotary

No. 2002 - 1192 - CD

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 <sup>of</sup> ~~who~~  
the Commonwealth of Pennsylvania, currently  
residing at 2986 Shepard Lane Westover, Clearfield  
County, Pennsylvania.

Original

page 1 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 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

10:55 AM  
William A. Shaw  
Prothonotary

No. 2002 - 1192 - CD

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 Commonwealth of Pennsylvania, currently residing at 2986 Shepard Lane Westover, Clearfield County, Pennsylvania.

Original

page 1 of 8

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 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 arrearage 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 deliquient on the electric of Charles Harkleroad Sr (Deceased).

19. Defendant, Harkleroad have falsely accused Weimers of being deliquient 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 advertisements 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 expiration date of may 31, 2002. Kim Kessner has taken action before Due Date refere to letter exhibit E also Kim has threaten our counsler, 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. ~~These~~ therefore Plaintiff prays to this Honorable court, to ~~have~~ take action to quiet title and accept this exparte 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. Laverna Harkleroad husband  
and wife, and Kim C. Kesner  
attorney, and USDA Richard  
M. Wise and Brian K. Marshall  
attorney Defendants

\*  
\* No. 0002-1192-CD  
\* Entrapment, Fraud, Trickery  
\* Harassment, 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 Weimer  
8-14-02



KIM C. KESNER

23 NORTH SECOND STREET, CLEARFIELD, PA 16830

ATTORNEY AT LAW  
[attvkesner@usachoice.net](mailto:attvkesner@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.

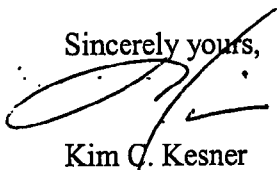
To this point, my assessment has been that their problems in keeping their obligations under the Lease Agreement have been economic. The position that they are presently putting forth suggests that they want to free themselves from their responsibilities by projecting their problems to others.

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

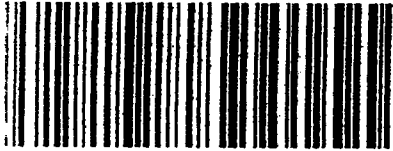
original

exhibit F

001 0320 0004 6658 5232

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

**CERTIFIED MAIL**



101 0320 0004 6658 5232

101 0320 0004 6658 5232

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

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

Postmark  
Here

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

5225 9599 4000 0320 1001

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

**CERTIFIED MAIL**



5225 9599 4000 0320 1001

**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.  
or PO Box No. **211 North Second St**  
City, State, ZIP+4 **Clearfield, Pa 16830**  
PS Form 3800, January 2001 See Reverse for Instructions

**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 **Kim C Kesner**  
Street, Apt. No.  
or PO Box No. **213 North Second St**  
City, State, ZIP+4 **Clearfield Pa 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.  
or PO Box No. **478 Jeffers St**  
City, State, ZIP+4 **Dubois, Pa 15801**  
PS Form 3800, January 2001 See Reverse for Instructions

**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  
~~EW~~

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

**FILED**

AUG 01 2002

William A. Shaw  
Prothonotary  
JW

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. 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**

**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. Laverna Harkleroad and  
Kim C Kesner and Brian K  
Marshall and Richard M Wise

\*  
\*  
\*  
\*  
\*  
\*

No. 2002 - 1192 - CD

Defendants

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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. Laverna 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  
8-01-02

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

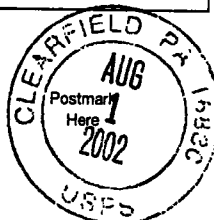
7001 2510 0003 0262 627A

**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	\$4.42

Sent To  
Fred E. Lauera Harkleroad  
Street, Apt. No.,  
or PO Box No. RR# 1 Box 70  
City, State, ZIP+4  
Westover, Pa 16692

PS Form 3800, January 2001 See Reverse for Instructions



7001 2510 0003 0262 627A

**CERTIFIED MAIL RECEIPT**  
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Total Postage & Fees	\$4.42

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Jim C Kesner  
Street, Apt. No.,  
or PO Box No. 23 North Second St  
City, State, ZIP+4  
Clearfield, Pa 16830

PS Form 3800, January 2001 See Reverse for Instructions



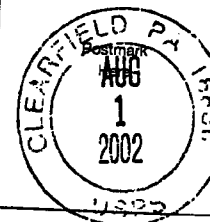
7001 2510 0003 0262 627A

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Richard M Wise  
Street, Apt. No.,  
or PO Box No. 478 Jeffers St  
City, State, ZIP+4  
Dubois, Pa 15801

PS Form 3800, January 2001 See Reverse for Instructions



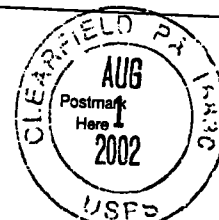
7001 2510 0003 0262 627A

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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 Order No. \_\_\_\_\_ Phone No. \_\_\_\_\_ Date 5-3-02

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 Liddle					
	2% SERVICE CHARGE PER MONTH				TAX	
	AFTER 30 DAYS					
REC'D. BY	TOTAL					

CODE 14614

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 Concerns:

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:

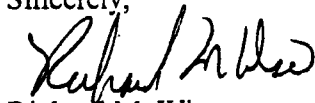
- a copy of this letter
- a statement explaining why our decision is wrong
- your name, address, and telephone number
- my name and address.

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 need 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.

On the lease agreement they failed to make  
full payment on December 22, 2000 and  
on February 22, 2001.

A Modification Agreement was signed  
April 1, 2001. A pin you may obtain from us  
if need be.

March 31, 2000 they owed us \$8,808.<sup>00</sup>. There  
was nothing paid on Principal or Interest through  
October 13, 2000.

A Promissory note of \$10,500.00 was signed  
October 23, 2000. Nothing paid on this note until  
January 30, 2001, of \$200.<sup>00</sup>. Then on April 20, 2001, we  
received a assignment from which check for \$500.<sup>00</sup>  
According to the modified agreement.

They have been short on the \$500.<sup>00</sup>, January  
2002, 375.<sup>00</sup>, February 2002 179.<sup>00</sup>, March 2002 235.<sup>00</sup>.  
He did receive the \$500.<sup>00</sup> for April, 2002.

The following people are cited witnesses  
that we know the Stearns have dealt with and  
are delinquent on payments:

Baker Farm Equipment

100 Kinross Lake Rd.

St. Marys, Pa

original

Exhibit C

APR 3 2002

J. H. H. Election

50 Blair Lane

Makoffey, Pa 15757

Phone 814-877-4544

Krug Street

RD 2

Makoffey, Pa 15757

Phone 814-277-5501

John H. H.

RD

Cherry Lane, Pa 15724

Phone 814) 743-6723

They have been delinquent on the electric  
bill twice this year and possibly a  
disconnection if they haven't paid it. (Just under the wire)

Respectfully

The J. H. H. H.

The New paper to verify the 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 #1, Box 70  
Westover, Pa 16692

2. FROM: (Address of FSA Office)

USDA - Farm Service Agency  
478 Jeffers St.  
Du Bois, 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

Georgia Yingling

4. Title

5. Date

4-23-02

for: RICHARD M. WISE, FARM LOAN OFFICER

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 70-5  
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 1999			
10. Balance	\$ 6,394.-	\$	\$	\$
11. Previous 12 month high balance	\$ 10,538.-	\$	\$	\$
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%			
16. Installment or annuity amount	\$	\$	\$	\$
17. Amount past due	\$	\$	\$	\$
18. Description of collateral	CATTLE & EQUIP			
19. Maturity Date or Final Due Date	12/1/2002			

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, 1403 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.

☐

prompt

☐

usually prompt

☒

not prompt

21. How many years has the applicant conducted business with your firm?

3

YES NO

22. Do your lien instruments, if applicable, contain a hereafter acquired clause?

☐ YES ☐ NO

23. Do your lien instruments, if applicable, contain a future advance clause?

☐ YES ☒ NO

24. Does your firm impose a penalty if the deposit or investment accounts described on this form are withdrawn prior to maturity?

☐ YES ☐ NO

25. Would you extend additional credit?

☐ YES ☒ NO

25. Would you extend additional credit with an FSA Guarantee?

☐ YES ☒ NO

27. REMARKS

*Refer to the yellow paper for information*

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

*Paul E. Salomon, President*

29. Title

*Farm  
owner*

30. Date

*4/24/00*

31. Telephone No.

*815-7330*

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 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 chattel or crops or sell them 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 1<sup>st</sup> 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 (22<sup>nd</sup>) 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 (22<sup>nd</sup>) 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.

*Debora S. Blake*  
Notary Public  
Notarial Seal  
Debora S. Blake, Notary Public  
Burnside Twp., Clearfield County  
My Commission Expires Apr. 3, 2003  
Member, Pennsylvania Association of Notaries  
SS

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.

*Debora S. Blake*  
Notary Public  
Notarial Seal  
Debora S. Blake, Notary Public  
Burnside Twp., Clearfield County  
My Commission Expires Apr. 3, 2003  
Member, Pennsylvania Association of Notaries

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. Blake

Debra S. Blake

WITNESS:

Debra S. Blake

Debra S. Blake

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 (22<sup>nd</sup>) 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 that parties that it is the practice of Dairy Farmers of America to make payments by the 18<sup>th</sup> 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), unreaphermaldahyde, 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 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 due") 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 rent 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 any extension thereof shall have expired, it shall be lawful for any attorney as attorney for Lessee to confess judgment in ejectment and file an agreement for entering in any competent court an amicable action in judgment in ejectment against Lessee and all persons claiming under Lessee for recovery by Lessor of possession of the leased premises, for which this Lease Agreement shall constitute 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 authorize the entry of judgment, of which facts such affidavit shall constitute 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 or a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

h. Lessee expressly agrees, to the extent not prohibited by law, that any judgment, order or decree entered against it by or in any court or magistrate by virtue of the powers of attorney contained in this Lease shall be final and that Lessee shall not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or stay execution of the sale, 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 before May 31, 2002 by delivering written notice of the exercise to Lessor on before 6:00 p.m. on that date. The giving of notice shall result in the following provisions becoming a binding contract of purchase and sale between the parties. If Lessee fails to exercise this option before its expiration, the consideration paid shall be retained by the Lessor.

## SECTION 8: EXISTING ENCUMBRANCES

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

## SECTION 9: FINAL SETTLEMENT/POSSESSION

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

## SECTION 10: MISCELLANEOUS

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

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

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

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

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

WITNESS:

Renee E. Woodside

Osca E. Kough

LESSOR:

Fred H. Harkleroad

Fred H. Harkleroad

E. LaVerna Harkleroad

E. LaVerna Harkleroad

WITNESS:

Renee E. Woodside

Osca E. Kough

LESSEE:

Richard D. Weimer

Richard D. Weimer

Jennifer L. Weimer

Jennifer L. Weimer



COMMONWEALTH OF PENNSYLVANIA

: SS.

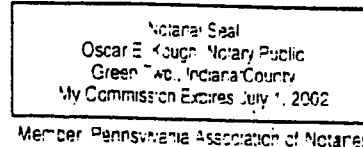
*INDIANA*  
COUNTY OF ~~CLEARFIELD~~

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

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

*Oscar E. Kough*

Notary Public



COMMONWEALTH OF PENNSYLVANIA

: SS.

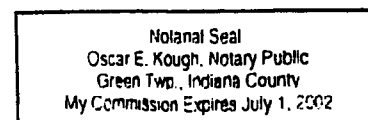
*INDIANA*  
COUNTY OF ~~CLEARFIELD~~

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 there in contained.

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

*Oscar E. Kough*

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, 1997, lying northeast of the intersection of Township Road T-311 with T-313 in Burnside Township, Clearfield County Pennsylvania and being more particularly described as follows:

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

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

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

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

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

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

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

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

Being a part of lands conveyed to the Grantor by deed book 1652 page 401.

Loan Payment Schedule

Description: Fred & Laverna Haxleroad Principal Amount: \$ 112,000.00  
 Annual Interest Rate: 6.0000 % Regular Payment: \$ 1,100.00 Number of Payments: 16  
 Conventional Interest Calculations

Date	Beginning Balance	Interest Portion	Principal Portion	Ending Balance	Interest To-Date	Principal To-Date
06/01/99	112,000.00	560.00	540.00	111,460.00	560.00	540.00
07/01/99	111,460.00	557.30	542.70	110,917.30	1,117.30	1,082.70
08/01/99	110,917.30	554.59	545.41	110,371.89	1,671.89	1,628.11
09/01/99	110,371.89	551.88	548.12	109,823.77	2,223.77	2,176.23
10/01/99	109,823.77	549.17	550.83	109,272.94	2,772.94	2,725.37
11/01/99	109,272.94	546.46	553.54	108,719.40	3,319.40	3,271.91
12/01/99	108,719.40	543.75	556.25	108,163.15	3,863.15	3,818.16
Year End Totals....		3,862.83	3,817.17			
01/01/00	108,163.15	540.81	559.19	107,603.96	4,403.96	4,377.35
02/01/00	107,603.96	538.02	561.98	107,041.98	4,941.98	4,919.34
03/01/00	107,041.98	535.23	564.77	106,476.21	5,476.21	5,454.11
04/01/00	106,476.21	532.44	567.56	105,907.65	6,007.65	5,985.67
05/01/00	105,907.65	529.65	570.35	105,336.30	6,536.30	6,515.02
06/01/00	105,336.30	526.86	573.14	104,762.16	7,062.16	7,041.16
07/01/00	104,762.16	524.07	575.93	104,186.23	7,586.23	7,567.09
08/01/00	104,186.23	521.28	578.72	103,607.51	8,107.51	8,088.81
09/01/00	103,607.51	518.49	581.51	103,025.99	8,625.99	8,607.32
10/01/00	103,025.99	515.70	584.30	102,441.69	9,141.69	9,121.62
11/01/00	102,441.69	512.91	587.09	101,854.60	9,654.60	9,634.71
12/01/00	101,854.60	510.12	589.88	101,264.72	10,164.72	10,154.84
Year End Totals....		5,301.11	5,277.89			
01/01/01	101,264.72	507.33	592.67	100,672.05	10,672.05	10,657.51
02/01/01	100,672.05	504.54	595.46	100,076.59	11,176.59	11,162.97
03/01/01	100,076.59	501.75	598.25	99,478.34	11,678.34	11,664.22
04/01/01	99,478.34	498.96	601.04	98,877.30	12,177.30	12,163.26
05/01/01	98,877.30	496.17	603.83	98,273.47	12,673.47	12,659.09
06/01/01	98,273.47	493.38	606.62	97,666.85	13,166.85	13,151.71
07/01/01	97,666.85	490.59	609.41	97,057.44	13,657.44	13,642.12
08/01/01	97,057.44	487.80	612.20	96,445.24	14,145.24	14,130.32
09/01/01	96,445.24	485.01	614.99	95,830.25	14,630.25	14,617.31
10/01/01	95,830.25	482.22	617.78	95,212.47	15,112.47	15,100.09
11/01/01	95,212.47	479.43	620.57	94,591.90	15,591.90	15,579.66
12/01/01	94,591.90	476.64	623.36	93,968.54	16,068.54	16,067.02
Year End Totals....		5,876.67	5,823.33			

Johnston, Nelson & Shimmel, LLP  
Loan Payment Schedule

Page 2

Description: Fred & Laverne Harkleroad  
Principal Amount: \$ 112,000.00  
Annual Interest Rate: 6.0000 % Regular Payment: \$ 1,100.00 Number of Payments: 16  
Conventional Interest Calculations

Date Due	Beginning Balance	Interest Portion	Principal Portion	Ending Balance	Interest To-Date	Principal To-Date
01 03/02	93,941.63	469.71	630.29	93,311.34	16,511.34	18,638.66
02 03/02	93,311.34	466.56	633.44	92,677.90	16,977.90	19,312.10
03 03/02	92,677.90	463.39	636.61	92,041.29	17,441.29	19,958.71
04 03 02	92,041.29	460.21	639.79	91,401.50	17,901.50	20,598.50
05 03 02 *	91,401.50	457.01	642.99	.00	18,358.51	112,000.00
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,

Plaintiffs,

vs.

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.

NO. 2002-1192-CD

TYPE OF PLEADING  
**NOTICE OF REMOVAL**

CODE AND CLASSIFICATION:

FILED ON BEHALF:

MICHAEL C. COLVILLE  
Assistant U.S. Attorney

NAME, ADDRESS AND TELEPHONE OF:

  X   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

A handwritten signature in black ink, appearing to read 'M. Colville', written over a horizontal line.

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.

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

Defendants.

CIVIL ACTION NO. 02 248 J

NOTICE OF REMOVAL

The United States of America, by Michael C. Colville,  
Assistant United States Attorney for the Western District  
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

SEP 19 PM 3:43

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. Laverne Harkleroad, husband  
and wife, and Kim C. Kesner  
attorney, and Richard M. Wise,

No. 2002 - 1192 - CD

Entrapment, Fraud,  
Trickery, Harassment, and  
Conspiracy

Type of action:  
at Law, equity

Trail by Jury demanded

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

USDA, and Brian K  
Marshall attorney.

AUG 19 2002

Attest.

Lucy L.  
Prothonotary/  
Clerk of Court

Complaint

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 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 Harklerood, 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 Harklerood, 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 Harkneroad, 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 arrearage 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, Kaugh Feed Store, Doug Weaver and Shoe Harkleroad. the defendants son refer to Exhibit E. Also. they have falsely accused the Weimers of being deliquient on the electric of Charles Harkleroad Sr (Deceased).

19. Defendant, Harkleroad have falsely accused Weimers of being deliquient 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 \$1100.00 a month is due. Refer to Exhibit B



20. The proceeding advertisements 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 expiration 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. ~~These~~ Therefore Plaintiff prays to this Honorable court, to ~~have~~ take action to quiet title and accept this ex parte emergency motion for injunctive relief.

Filed: Jennifer Weimer

2986 Sheppard Lane

Westover, Pa 16692

814-845-6151

8-14-02

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

Richard Weimer, and  
Jennifer Weimer, husband  
and wife

-vs- Plaintiffs

Fred H. Harkleroad and  
E. Laverna Harkleroad husband  
and wife, and Kim C Kesner  
attorney, and USOA 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

Trail 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 M. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16820

109 NORTH BRACY STREET  
DUBOIS, 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. Lauerna 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 Warner  
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 (22<sup>nd</sup>) 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 that parties that it is the practice of Dairy Farmers of America to make payments by the 15<sup>th</sup> day of each calendar month. Any failure or delay by Dairy Farmers of America to make such payments to Lessor shall not release Lessee from any of its obligations hereunder. However, it is anticipated and intended by the parties that Lessor shall receive the full rentals payable by Lessee on a monthly basis from Lessee's milk proceeds. Should Lessee change purchaser(s) of its milk during the lease term, it shall immediately execute documents in a form and of a nature provided by and acceptable to the purchaser(s) to fulfill this provision.

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

### SECTION 3 OCCUPATION AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

(iv) Any consequential damage or lost profits.

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

#### SECTION 4: TAXES, INSURANCE AND UTILITY CHARGES

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

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

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

#### SECTION 5: NO ASSIGNMENT OR SUBLEASE

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

## SECTION 6. DEFAULTS

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

- a. Lessee fails to pay any installment of rent, additional rents, or any other sum due under this Lease Agreement;
- b. Lessee fails to comply with any other term, provision or covenant of this Lease Agreement, other than the payment of rent, and does not cure the failure within seven days after written notice of 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 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 due") 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 rent 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 any extension thereof shall have expired, it shall be lawful for any attorney as attorney for Lessee to confess judgment in ejectment and file an agreement for entering in any competent court an amicable action in judgment in ejectment against Lessee and all persons claiming under Lessee for recovery by Lessor of possession of the leased premises, for which this Lease Agreement shall constitute 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 authorize the entry of judgment, of which facts such affidavit shall constitute 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 or a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

h. Lessee expressly agrees, to the extent not prohibited by law, that any judgment, order or decree entered against it by or in any court or magistrate by virtue of the powers of attorney contained in this Lease shall be final and that Lessee shall not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or stay execution of the sale, 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 before May 31, 2002 by delivering written notice of the exercise to Lessor on before 6:00 p.m. on that date. The giving of notice shall result in the following provisions becoming a binding contract of purchase and sale between the parties. If Lessee fails to exercise this option before its expiration, the consideration paid shall be retained by the Lessor.

### SECTION 8: EXISTING ENCUMBRANCES

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

## SECTION 9. FINAL SETTLEMENT/POSSESSION

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

## SECTION 10. MISCELLANEOUS

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

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

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

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

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

WITNESS:

Kevin E. Woodside  
Dean E. Kough

LESSOR:

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

WITNESS:

Kevin E. Woodside  
Dean E. Kough

LESSEE:

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

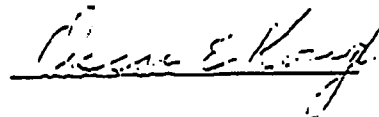
COMMONWEALTH OF PENNSYLVANIA

: SS.

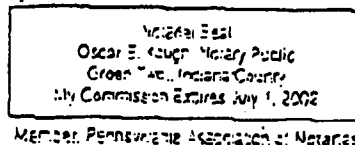
COUNTY OF ~~CLEARFIELD~~ <sup>INDIANA</sup>

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

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



Notary Public



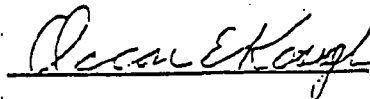
COMMONWEALTH OF PENNSYLVANIA

: SS.

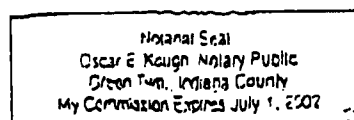
COUNTY OF ~~CLEARFIELD~~ <sup>INDIANA</sup>

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

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



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 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 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 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.

Connors, Nelson & Shumel LLP  
Loan Payment Schedule

Page

exception: Fred & Lavonne MacKinnon

Principal Amount: \$ 100,000.00  
Annual Interest Rate: 6.000% Regular Payment: \$ 1,100.00 Number of Payments: 12  
conventional interest calculations

Date	Beginning Balance	Interest Portion	Principal Portion	Ending Balance	Interest To-Date	Principal To-Date
01-01-99	100,000.00	500.00	500.00	99,500.00	500.00	500.00
01-01-99	99,500.00	497.50	502.50	98,997.50	1,000.00	1,000.00
01-01-99	98,997.50	495.00	505.00	98,492.50	1,495.00	1,505.00
01-01-99	98,492.50	492.50	507.50	97,985.00	1,987.50	2,012.50
01-01-99	97,985.00	490.00	510.00	97,475.00	2,477.50	2,522.50
01-01-99	97,475.00	487.50	512.50	96,962.50	2,965.00	3,035.00
01-01-99	96,962.50	485.00	515.00	96,447.50	3,450.00	3,550.00
01-01-99	96,447.50	482.50	517.50	95,930.00	3,932.50	4,067.50
01-01-99	95,930.00	480.00	520.00	95,410.00	4,412.50	4,587.50
01-01-99	95,410.00	477.50	522.50	94,887.50	4,890.00	5,110.00

Year End Totals: 1,960.00 1,507.50

01-01-00	94,887.50	475.00	525.00	94,362.50	5,365.00	5,635.00
01-01-00	94,362.50	472.50	527.50	93,835.00	5,837.50	6,162.50
01-01-00	93,835.00	470.00	530.00	93,305.00	6,307.50	6,692.50
01-01-00	93,305.00	467.50	532.50	92,772.50	6,775.00	7,225.00
01-01-00	92,772.50	465.00	535.00	92,237.50	7,240.00	7,760.00
01-01-00	92,237.50	462.50	537.50	91,700.00	7,702.50	8,297.50
01-01-00	91,700.00	460.00	540.00	91,160.00	8,162.50	8,837.50
01-01-00	91,160.00	457.50	542.50	90,617.50	8,620.00	9,380.00
01-01-00	90,617.50	455.00	545.00	90,072.50	9,075.00	9,925.00
01-01-00	90,072.50	452.50	547.50	89,525.00	9,527.50	10,472.50
01-01-00	89,525.00	450.00	550.00	88,975.00	9,977.50	11,022.50
01-01-00	88,975.00	447.50	552.50	88,422.50	10,425.00	11,575.00

Year End Totals: 1,960.00 1,507.50

01-01-01	101,154.16	512.16	521.16	101,675.25	11,571.25	12,112.75
01-01-01	100,642.00	513.16	519.16	101,164.84	11,064.84	11,612.16
01-01-01	100,128.84	512.17	515.16	100,675.41	10,575.41	11,112.16
01-01-01	99,615.68	497.16	492.16	99,117.33	10,077.33	10,612.16
01-01-01	99,102.52	494.16	489.16	98,603.75	10,063.75	10,612.16
01-01-01	98,589.36	491.16	486.17	98,090.00	10,050.00	10,612.16
01-01-01	98,076.20	488.16	483.17	97,576.25	10,036.25	10,612.16
01-01-01	97,563.04	485.16	480.17	97,062.50	10,022.50	10,612.16
01-01-01	97,049.88	482.16	477.17	96,548.75	10,008.75	10,612.16
01-01-01	96,536.72	480.16	475.16	96,035.00	10,000.00	10,612.16
01-01-01	96,023.56	477.16	472.16	95,521.25	9,986.25	10,612.16
01-01-01	95,510.40	475.16	470.16	95,007.50	9,972.50	10,612.16
01-01-01	94,997.24	472.16	467.16	94,493.75	9,958.75	10,612.16
01-01-01	94,484.08	469.16	464.16	93,980.00	9,945.00	10,612.16

Dehnen, Nelson & Shumel, LLP  
Loan Payment Schedule

Page 2

Description: Ford & Laverne Hankins  
Principal Amount: \$ 111,800.00  
Annual Interest Rate: 6.000% Regular Payment: \$ 1,100.00 Number of Payments: 15  
Amortization Interest Calculations

Date Due	Beginning Balance	Interest Portion	Principal Portion	Ending Balance	Interest To-Date	Principal To-Date
01-01-02	\$1,841.62	469.71	\$137.29	\$1,704.33	469.71	\$137.29
02-01-02	\$1,567.04	466.58	\$133.46	\$1,433.58	936.29	\$270.75
03-01-02	\$1,292.12	463.29	\$129.71	\$1,162.41	1,400.58	\$400.46
04-01-02	\$1,017.70	459.91	\$125.79	\$931.91	1,860.49	\$526.25
05-01-02	\$743.12	456.41	\$121.71	\$609.41	2,316.90	\$647.96
06-01-02	\$468.54	452.81	\$117.73	\$291.81	2,769.71	\$765.69
07-01-02	\$193.96	449.11	\$113.89	\$50.07	3,218.82	\$879.58
Year End Totals:		2,316.90	\$599.58			

\* Final Payment: \$ 91,850.51

MODIFICATION AGREEMENT  
(Executed in Duplicate)

MADE and entered into this 1<sup>st</sup> 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.

COPY

F 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 (22<sup>nd</sup>) 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 (22<sup>nd</sup>) 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

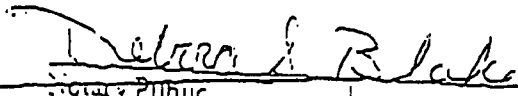
It is the intent of the parties that any and all provisions of the Lease Agreement not expressly modified by the provisions of this Agreement shall remain in full force and effect.

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.

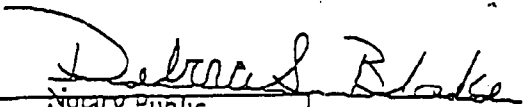
  
Notary Public  
Notarial Seal  
Debora S. Blake, Notary Public  
Summerside Two, Clearfield County  
My Commission Expires Apr. 5, 2003  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

On this, the 21 day of June, 2001, before me, the undersigned authority, personally appeared RICHARD D. WEINER and JENNIFER L. WEINER, 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.

  
Notary Public  
Notarial Seal  
Debora S. Blake, Notary Public  
Summerside Two, Clearfield County  
My Commission Expires Apr. 5, 2003  
Member, Pennsylvania Association of Notaries

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. BlakeDebra S. Blake

WITNESS:

Debra S. BlakeDebra S. Blake

LESSOR:

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

LESSEE:

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



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

On the lease agreement they failed to make  
full payment on December 22, 2000 and  
on February 22, 2001.

A Modification agreement was signed  
April 1, 2001. Upon you may obtain from me  
if need be.

March 31, 2000 they owed me \$8,858.<sup>00</sup>. There  
was nothing paid on February 22, 2000 or March  
October 23, 2000.

A Promissory note of \$10,500 was signed  
October 23, 2000. Nothing paid on this note until  
January 30, 2001 of \$200.<sup>00</sup>. Then on April 20, 2001, we  
received a commitment from which check for \$500.<sup>00</sup>  
According to the modified agreement.

They have been short on the \$500.<sup>00</sup> January  
2002, 375.<sup>00</sup> February 2002 179.<sup>00</sup> March 2002 235.<sup>00</sup>  
We did receive the \$500.<sup>00</sup> for April, 2002.

The following people are cited references  
that we know the Shumans have debt relations  
are delinquent on payments:

Shuman Equipment Equipment  
1640 Keweenaw Drive W.

Chapman, W.

720-344-0500

Exhibit C

APR 3 2002

copy

J. H. H. G. G. G.

50 Allen Lane

Waltham, MA 01901

Phone 800-277-4544

16 of 16

2002

Waltham, MA 01901

Phone 800-277-4544

John H. H.

2002

Waltham, MA 01901

Phone 800-277-4544

They have been diligent on the subject  
but there has been and possibly a  
discontinuation of the subject. (and under the name)

Respectfully

The Hon. H. H. H.

The Hon. H. H. H.

Form Approved-OMB No. 0560-0155

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

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

## VERIFICATION OF DEBTS AND ASSETS

FSA 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 #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 Traylor

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 Applicant

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 1999

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%

16. Installment or annuity amount

\$

17. Amount past due

\$

18. Description of collateral

CATTLE &amp; EQUIP

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) 720-2530 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 225-W, Western Building, 1475 Independence Avenue, SW, Washington, D.C. 20250-2410 or call (202) 720-2554 (voice) or TDD. USDA is an equal opportunity provider and employer.

10-32 (Reverse) (02-17-99)

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

20. Please rate the applicant's repayment record.

☐

prompt

☐

usually prompt

☒

not prompt

21. How many years has the applicant conducted business with your firm?

3

YES

NO

22. Do your lien instruments, if applicable, contain a hereafter acquired clause?

YES

NO

23. Do your lien instruments, if applicable, contain a future advance clause?

YES

NO

24. Does your firm impose a penalty if the deposit or investment accounts described on this form are withdrawn prior to maturity?

YES

NO

25. Would you extend additional credit?

YES

NO

25. Would you extend additional credit with an FSA Guarantee?

YES

NO

27. REMARKS

*Refer to the yellow paper for  
information*

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

*John F. Johnson, Treasurer*

29. Title

*Farm  
Owner*

30. Date

*4/24/02*

31. Telephone No.

*815-7336  
815-7336*

## 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 (17 USC 1221 et seq.), or other Act, and the regulations promulgated thereunder, to collect 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. 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 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, processors, agents, and brokers or commercial credit sources, to collection or farming 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 cattle or eggs or sell them 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 2002-0166. 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:

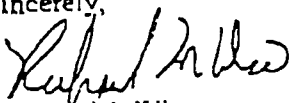
- a copy of this letter
- a statement explaining why our decision is wrong
- your name, address, and telephone number
- my name and address.

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 Concerns:

As of this date; Jennifer Weimer  
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. \_\_\_\_\_ Phone No. \_\_\_\_\_ Date 5-3-02  
Name Jennifer Weimer  
Address Richard Weimer

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOB. BKTG.	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 Ruddle					
	2% SERVICE CHARGE PER MONTH				TAX	
	AFTER 30 DAYS				TOTAL	
REC'D. BY _____						

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**

23 NORTH SECOND STREET, CLEARFIELD, PA 16830

ATTORNEY AT LAW  
[attvkcsner@wisachoice.net](mailto:attvkcsner@wisachoice.net)(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 &amp; LaVerna Harkleroad/Richard &amp; 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.

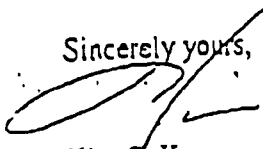
To this point, my assessment has been that their problems in keeping their obligations under the Lease Agreement have been economic. The position that they are presently putting forth suggests that they want to free themselves from their responsibilities by projecting their problems to others.

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. &amp; Mrs. Fred Harkleroad

COPY

exhibit F

**OFFICIAL USE**

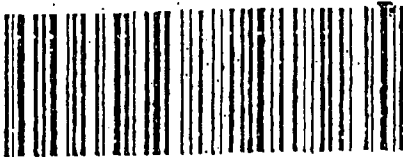
**CERTIFIED MAIL**

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

Sent To: **Fred Harklerod**  
Street, Apt. No. or PO Box No. **RR #1 Box 70**  
City, State, ZIP+4 **Westover Pa 16693**

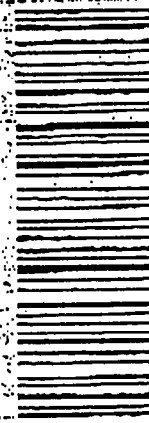
PS Form 3800, January 2001

2001 0320 0004 665A 521A  
2001 0320 0004 665A 521A



2001 0320 0004 665A 521A

**CERTIFIED MAIL**



2001 0320 0004 665A 521A  
2001 0320 0004 665A 521A

**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 \$

Sent To: **Richard m Wise**  
Street, Apt. No. or PO Box No. **478 Jeffers St**  
City, State, ZIP+4 **Dubois Pa 15801**

PS Form 3800, January 2001

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
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City, State, ZIP+4 **Clearfield Pa 16830**

PS Form 3800, January 2001

Sent To: **Kim C Kesner**  
Street, Apt. No. or PO Box No. **23 North Second St**  
City, State, ZIP+4 **Clearfield Pa 16830**

PS Form 3800, January 2001

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 19<sup>th</sup> 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

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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



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MICHAEL C. COLVILLE  
ASSISTANT U.S. ATTORNEY

FILED  
NO  
SEP 23 2002  
CC

William A. Shaw  
Prothonotary