

03-86-CD

NATIONAL CITY LEASING CORP. vs. CARL G. FENUSH, et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY LEASING
CORPORATION,

Plaintiff

CIVIL DIVISION

No. 03 - 86 - CD

Vs.

CARL G. FENUSH, d/b/a
CARL G. FENUSH COMPANY,

Defendant

COMPLAINT

Filed on Behalf of:

Plaintiff, NATIONAL CITY
LEASING CORPORATION

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

JAN 21 2003

01/21/03

William A. Shaw

Prothonotary/Clerk of Courts

3 Cents to Attys

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COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

NATIONAL CITY LEASING CORPORATION, :

Plaintiff : No. 03 - - CD

Vs. :

CARL G. FENUSH, d/b/a CARL G.
FENUSH COMPANY, :

Defendant :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (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 and Market Streets
Clearfield, PA 16830
Phone 814/765-2641 Ex. 5982

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NATIONAL CITY LEASING CORPORATION, :

Plaintiff : No. 03 -

- CD

Vs. :

CARL G. FENUSH, d/b/a CARL G.
FENUSH COMPANY, :

Defendant :

COMPLAINT

National City Leasing Corporation, Plaintiff in the above-captioned action, through their attorney, Joseph Colavecchi, Esquire, files this Complaint and respectfully avers as follows:

1. Plaintiff is National City Leasing Corporation, a corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 3003 East 98th Street, Suite 101, Indianapolis, Indiana 46280.

2. Defendant is Carl G. Fenush, d/b/a Carl G. Fenush Company having his principal place of business at 10 Mine Road, Grassflat, Pennsylvania 16839.

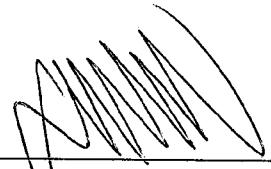
3. On February 6, 2001, Plaintiff and Defendant, entered into a Master Equipment Lease, having Lease No. 10484, and Supplement No. 001 to Master Equipment Lease No. 10484, for a Year 2001 39' Aluminum Frameless Dump Trailer, having Serial Number 1S9-2A3921-1M006-848, as is more fully set forth in the true and

correct copy of the Lease Agreement attached to this Complaint, marked Exhibit "A" and made a part hereof.

4. Defendant has since defaulted on this Lease Agreement, leaving a balance due and owing to Plaintiff in the total amount of Fourteen Thousand Seven Hundred Ninety-eight Dollars and Thirty-one Cents (\$14,798.31).

6. Plaintiff has demanded payment of the said amount from Defendant, but Defendant has refused and still refuses to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of Fourteen Thousand Seven Ninety-eight Dollars and Thirty-one Cents (\$14,798.31), plus attorney's fee, interest and costs.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

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VERIFICATION

I, Joseph Colavecchi, Esquire, attorney and agent for National City Leasing Corporation, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



JOSEPH COLAVECCHI

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MASTER EQUIPMENT LEASE
THIS IS A NON-CANCELABLE AGREEMENT

Lease No. 10484

This is a Master Equipment Lease between

National City Leasing Corporation

("Lessor")

whose principal office is located at

3003 E. 98th Street, Suite 101, Indianapolis, IN 46280and Carl G. Fenush dba Carl G. Fenush Company

("Lessee") whose principal office is located at

10 Mine Road, City of Grass Flat, State of PAZip 16839

1. **LEASE.** Lessor hereby leases to Lessee and Lessee agrees to lease from Lessor the items of personal property (the "Equipment") described in each Lease Supplement ("Supplement") executed and delivered by the parties hereto upon the terms and conditions herein set forth, as supplemented by the terms and conditions set forth in the appropriate Supplement(s) identifying such items of Equipment. The term "Lease" shall be deemed to include this Master Equipment Lease, any Supplement and any schedule or exhibit, all of which shall constitute one undivided Lease of the Equipment. Each Supplement shall be in the form prescribed by Lessor and, upon the execution and delivery thereof shall constitute a part of this Lease to the same extent as if the provisions thereof were set forth in full in this Lease. Nothing contained herein shall obligate either Lessor or Lessee to enter into a Supplement or be construed as an agreement to enter into a Supplement.

2. **TERM; ACCEPTANCE; RENT; RETURN.** The term of lease of each item of Equipment shall commence on the Commencement Date specified in the Supplement pertaining to such Equipment and, unless earlier terminated pursuant to the provisions hereof, shall continue for the term specified in such Supplement. Lessee's execution and delivery of each Supplement shall constitute Lessee's irrevocable acceptance of the Equipment covered thereby for all purposes of this Lease. Lessee shall pay to Lessor (at Lessor's office specified above, or as Lessor may otherwise designate) rent as specified in each Supplement. Each date on which an installment of rent is payable is hereinafter called a "Rent Payment Date." As to each Supplement, the first Rent Payment Date shall be the Rent Payment Date set forth therein, with the succeeding Rent Payment dates on the corresponding day of each month thereafter. In addition, if applicable, Lessee shall pay interim rent for the period between the Commencement Date and the first Rent Payment Date based on a 30 day month and the number of days between the Commencement Date and the first Rent Payment Date. Upon the expiration or earlier termination of the term of lease of each item of Equipment leased hereunder, Lessee shall at its expense return such item to Lessor at such location as Lessor may designate, in the condition required to be maintained by Paragraph 8 hereof.

3. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY AS TO VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO ITS TITLE THERETO. Lessee confirms that it has made (or will make) the selection of each item of Equipment on the basis of its own judgment and expressly disclaims reliance upon any statements or representations made by Lessor. Lessor shall not be liable to Lessee for any matter relating to the ordering, manufacture, purchase, delivery, assembly, installation, testing, operation or servicing of the Equipment or for any claim, loss, damage, or expense of any kind caused by the Equipment. So long as Lessee is not in default under the terms of this Lease and this Lease is not terminated, Lessor assigns to Lessee all rights which Lessor has or may acquire against any manufacturer, supplier, or contractor with respect to any warranty or representation relating to the Equipment leased hereunder. Lessee shall look solely to the supplier or manufacturer of the Equipment regarding any claim concerning the Equipment or its use, selection, or operation.

4. **STATUTORY FINANCE LEASE.** Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance lease under Article 2(A) of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee has selected both the Equipment pertaining to each Supplement and the supplier from whom the Lessor is to purchase the Equipment, that Lessor has not selected either the Equipment or the supplier, and that Lessor has not manufactured or supplied the Equipment. Lessor shall acquire the Equipment to be leased hereunder and pursuant to the Supplements solely for the purposes of this Lease. LESSEE IS ADVISED THAT IT IS ENTITLED TO ANY PROMISES OR WARRANTIES, INCLUDING THOSE

OF ANY THIRD PARTY, PROVIDED TO LESSOR BY THAT SUPPLIER UNDER THE CONTRACT EVIDENCING THE LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT THE SUPPLIER OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH WARRANTIES, PROMISES, DISCLAIMERS, OR LIMITATION OF REMEDIES MADE BY THE SUPPLIER.

5. **OWNERSHIP; EQUIPMENT TO REMAIN PERSONAL PROPERTY; LOCATION; IDENTIFICATION; INSPECTION.** The Equipment is, and shall remain at all times the property of Lessor, and Lessee shall have no right title or interest therein or thereto except as expressly set forth in this Lease. Lessee represents that the Equipment shall be and at all times remain separately identifiable personal property. Lessee shall, at its expense, take such action as may be necessary to prevent any third party from acquiring any right to or interest in the Equipment by virtue of the Equipment being deemed to be real property or a part of other personal property or otherwise and shall indemnify Lessor against any loss which it may sustain by reason of Lessee's failure to do so. The Equipment may not be removed from the location specified in the Supplement pertaining thereto without Lessor's prior written consent. If requested by Lessor, Lessee shall attach to and maintain on the Equipment a conspicuous plate or marking disclosing Lessor's ownership therein. Lessor or its representatives may, at reasonable times inspect the Equipment. To the extent it deems necessary to protect its interest or to the extent this Lease may be construed as transferring ownership of the Equipment, Lessee grants to Lessor a security interest in the Equipment. Lessor is authorized to file UCC Financing Statements signed only by the Lessor in accordance with the Uniform Commercial Code or signed by the Lessor as Lessee's Attorney In Fact to protect its interests. The filing of a Financing Statement shall not be interpreted as an intent to transfer ownership to Lessee.

6. **Taxes; Indemnity.** Lessee agrees to pay, and to indemnify and hold Lessor harmless from, all license fees, assessments, and sales, use, property, excise and other taxes and charges (other than federal income taxes and taxes imposed by any other jurisdiction which are based on, or measured by, the net income of Lessor) imposed upon or with respect to (a) the Equipment or any part thereof arising out of or in connection with the shipment of Equipment or the possession, ownership, use or operation thereof, or (b) this Agreement or the consummation of the transactions herein contemplated. Lessor shall prepare and file any and all returns required in connection with the obligations which Lessee has assumed under this section, except such filings as Lessor may, at its option, direct Lessee to make. Each party shall upon request furnish the other a copy of any such filing made or governmental invoice received covering such obligations. Lessee further agrees to assume liability for, and to indemnify and hold Lessor harmless against, all claims, costs, expenses, damages and liabilities arising from or pertaining to the manufacture, assembly, installation, ownership, use, possession and operation of the Equipment, including, without limitation, latent and other defects, whether or not discoverable by Lessee or any other person, any expense, liability or loss directly or indirectly related to or arising out of any injury to any person or tangible or intangible property, whether arising from negligence or under any theory of strict or absolute liability or any other cause, or any claim for patent or copyright infringement, together with all legal fees and expenses reasonably incurred by Lessor in connection with any liability asserted against it, whether groundless or otherwise. Lessee shall, and shall cause all other persons, if any, operating or in possession of the Equipment, to comply at all times and in all respects with all laws and regulations (whether federal, state, or local and whether statutory, administrative, judicial, or other) and with every lawful governmental order (whether administrative or judicial) pertaining to the operation and use of the Equipment and, without limiting the generality of the foregoing, will, and will cause each such person to, (i) operate, and use the Equipment in compliance with all Environmental Laws and handle all Hazardous Materials in compliance therewith, and (ii) comply with and keep in full effect each approval, certification, license, permit, or other authorization

Exhibit

"A"

required by any Environmental Law for the conduct of any activity upon or within the Equipment, and will indemnify Lessor from and against any and all liabilities and any and all fees, costs and expenses arising out of use of the Equipment.

"Environmental Law" means the Clean Air Act (42 USC §7401 et seq.), Comprehensive Environmental Response, Compensation, and Liability Act (42 USC §9601 et seq.), the Hazardous Material Transportation Act (49 USC §1801 et seq.), the Resource Conservation and Recovery Act (42 USC §6901 et seq.), the Federal Water Pollution Control Act (33 USC §1251 et seq.), the Toxic Substances Control Act (15 USC §2601 et seq.) and the Occupational Safety and Health Act (29 USC §651 et seq.), as such laws have been or hereafter may be amended, and the regulations promulgated pursuant thereto, and any and all similar present or future federal, state, or local laws and the regulations promulgated pursuant thereto and **"Hazardous Material"** means any chemical, material, or substance which could be detrimental to animal health, human health, vegetation, the environment or the Equipment which is, or the disposal, manufacture, release, storage or transport of which is, or exposure to which is, prohibited, restricted, or otherwise regulated under any Environmental Law;

The agreements and indemnities contained in this section shall survive the expiration or earlier termination of this Agreement.

7. ASSIGNMENTS; SUBLETTING. Lessee will not, without Lessor's prior written consent, assign, transfer, pledge, hypothecate, or otherwise dispose of this Lease, the Equipment or any interest in the Lease or the Equipment, or sublease, lend or relinquish possession of the Equipment. Lessor may assign the Lease and/or the Equipment and any interest therein, and any related documents, in whole or in part, without notice to Lessee.

8. USE OF EQUIPMENT; MAINTENANCE; REPAIRS; ALTERATIONS. Lessee will use the Equipment only for commercial or business purposes. Lessee will cause the Equipment to be operated in accordance with the manufacturer's or supplier's instructions or manuals by competent and duly qualified personnel only and in compliance with all laws and regulations and the insurance policies required to be maintained hereunder. Lessee shall, at its expense, maintain the Equipment and keep it in good repair, condition and working order and furnish all parts, mechanisms, devices, and servicing required therefor so that the value and condition thereof will at all times be maintained, normal wear and tear excepted. All such parts, mechanisms and devices shall immediately, without further act, become part of the Equipment for all purposes of this Lease without cost to Lessor. Lessee will not alter or add to the Equipment without Lessor's prior written consent. All attachments, alterations or accessories shall become part of the Equipment at the time of their attachment thereto; provided, however, Lessee will remove any attachments, alterations or accessories at the termination of this Lease if Lessor shall so demand.

9. LOSS; DAMAGE. Lessee shall at all times bear the full risk of loss for any loss, including but not limited to damages, condemnation, theft, or destruction of the Equipment. If any Equipment shall be lost, stolen, destroyed, damaged beyond repair, or rendered permanently unfit for normal use for any reason, or in the event of any condemnation, confiscation, seizure, or requisition of title to or use of any Equipment (each of the foregoing being hereinafter called a "Loss"), Lessee shall promptly pay to Lessor an amount equal to the sum of (i) all rent and other amounts due and owing hereunder for such Equipment to and including the date of the Loss, (ii) the accelerated balance of total amounts due for the remaining term of this Lease attributable to said item; and (iii) the Lessor's estimate as of the time of the applicable Supplement was entered into of Lessor's residual interest in the Equipment, whereupon Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest in such Equipment. If any Equipment is damaged as the result of any event not constituting a Loss, Lessee shall promptly cause such item to be fully repaired or replaced in good working order.

10. INSURANCE. Lessee shall maintain at all times on the Equipment, at Lessee's expense, property damage, direct damage, and liability insurance in such amounts, against such risks and in such form and with such insurers as shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and as loss payee, and shall contain a clause requiring the insurer to give to Lessor at least 30 days prior written notice of any alteration in, termination of, or cancellation of the terms of such policy. Lessee shall furnish to Lessor a certificate or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty to ascertain the existence or adequacy of such insurance.

11. NON-CANCELABLE AGREEMENT; LESSEE'S OBLIGATIONS UNCONDITIONAL. This Lease cannot be cancelled or terminated except as expressly provided herein. Lessee agrees that its obligation to pay all rent and other amounts payable under any Supplement or hereunder and to perform its duties with respect thereto shall be absolute and unconditional under any and all

circumstances, including without limitation the following:

(a) Any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the manufacturer, or supplier of any Equipment or anyone else for any reason whatsoever;

(b) Any defect in the condition, design, title, operation, or fitness for use, or any damage to or loss of any Equipment;

(c) Any insolvency, reorganization or similar proceedings by or against Lessee; or

(d) Any other event or circumstances whatsoever, whether or not similar to the foregoing.

Each rent or other payment made by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever. Lessee waives any right it may have to revoke its acceptance of the Equipment or to reject the Equipment.

12. EVENTS OF DEFAULT.

(a) An Event of Default shall occur hereunder if: (i) Lessee shall fail to make any payment of rent or other amount owing hereunder when due and such failure shall continue for a period of 10 days; (ii) Lessee shall fail to perform or observe any other covenant, agreement or condition hereunder within 30 days of written notice thereof being given by Lessor to Lessee, or if more than 30 days are reasonably required, Lessee fails to commence to diligently perform such obligations within such 30 days; (iii) Lessee shall make any representation or warranty to Lessor herein or in any document or certificate furnished Lessor in connection herewith which shall prove to be incorrect at the time made and on the date of any Schedule entered into hereunder; (iv) Lessee or any guarantor of Lessee's obligations hereunder (a "Guarantor") shall become insolvent or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, (v) a trustee or receiver shall be appointed for Lessee or a Guarantor or for a substantial part of its property or for the Equipment, or reorganization, arrangement, insolvency, dissolution or liquidation proceedings shall be instituted by or against Lessee or a Guarantor and such appointment or proceedings are not terminated after 60 days; (vi) Lessee or a Guarantor liquidates, dissolves, or enters into any consolidation, merger, or other combination (unless Lessee is the surviving entity after such consolidation or merger), or sells, leases or disposes of a substantial portion of its business or assets, unless (x) the entity formed by the consolidation, or into which Lessee or a Guarantor is merged or the person or entity that acquires all or substantially all of Lessee's or a Guarantor's assets shall be organized under the laws of the United States or any state thereof and (y) Lessor is reasonably satisfied as to the creditworthiness of such person or entity and (z) not less than 30 days prior thereto such person or entity assumes all the obligations of Lessee or a Guarantor hereunder pursuant to an assignment and assumption agreement in form and substance satisfactory to Lessor; (vii) the current holders of 51% of the outstanding capital stock of a Lessee or a Guarantor that is not a publicly traded corporation shall cease to be the shareholders of Lessee or a Guarantor or cease to have the unconditional right to elect a majority of Lessee's or a Guarantor's board of directors (unless Lessee or a Guarantor shall have provided 60-days' prior written notice to Lessor of the proposed disposition of stock and Lessor shall have consented thereto in writing); (viii) an individual Guarantor shall become legally incapacitated or die; (ix) Lessee and/or a Guarantor shall suffer an adverse material change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of its Equipment to be insecure; or (x) Lessee and/or a Guarantor shall be in default under any other agreement at any time executed with Lessor or any affiliate or subsidiary of National City Corporation.

13. REMEDIES. In the Event of a Default Lessor may do one or more of the following with respect to any or all of the Equipment as Lessor in its sole discretion may elect, to the extent permitted by and subject to compliance with any mandatory requirements of applicable law then in effect: (i) demand that Lessee, and Lessee shall at its expense upon such demand, return the Equipment promptly to Lessor in the manner and condition required by and otherwise in accordance with the provisions of Paragraph 2 hereof, as if the Equipment were being returned at the expiration of its term of lease hereunder, or Lessor, at its option, may enter upon the premises where the Equipment is located and take possession of and remove the same, all without liability of Lessor for damage to property or otherwise; (ii) sell the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle the Equipment as Lessor may determine all free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto; (iii) cancel the Lease and retain all payments made by Lessee; (iv) declare all sums due and to become due under this Lease (including under all Supplements) immediately due and payable and recover from Lessee the sum of all unpaid rentals and other payments due under this Lease then accrued, all accelerated future payments due under the Lease, plus Lessor's

estimate at the time the Lease, including each Supplement, was entered into of Lessor's residual interest in the Equipment, less the net proceeds of disposition, if any, of the Equipment; and (v) Lessor may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement in whole or in part.

Except as expressly provided above, no remedy referred to in this Section is exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity, and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any other remedies. To the extent permitted by law, Lessee waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell lease or otherwise use the Equipment in mitigation of Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor shall be entitled to its reasonable attorney's fees and costs in pursuing any of its remedies.

14. DEPRECIATION TAX INDEMNITY.

(a) To the extent allowable under the Internal Revenue Code of 1986, as amended, and all applicable regulations (the "Code") Lessor, as owner of the Equipment, shall be entitled to such deductions, credits and other benefits as are provided by the Code to an owner of property.

(b) Lessee agrees that neither it nor any corporation controlled by it, in control of it, or under common control with it, directly or indirectly, will at any time take any action or file any returns or other documents inconsistent with the foregoing and that each of such corporations will file such returns, take such action and execute such documents as may be reasonable and necessary to facilitate the accomplishment of the intent thereof. Lessee agrees to copy and make available for inspection and copying by Lessor such records as will enable Lessor to determine whether it is entitled to the benefit of any amortization or depreciation deduction or tax credit which may be available from time to time with respect to the Equipment.

(c) If Lessor, under any circumstances or for any reason whatsoever, except for acts of the Lessor or future changes in the Code, (i) shall lose or shall not have or shall lose the right to claim or there shall be disallowed or recaptured all or any portion of the Federal tax depreciation deductions with respect to any item of Equipment based on depreciation of the Lessor's full cost of such item of Equipment and computed on the basis of a method of depreciation provided by the Code as Lessor in its complete discretion may select, then Lessee agrees to pay Lessor upon demand an amount which after deduction of all taxes required to be paid by Lessor in respect of the receipt thereof under the laws of any federal, state, or local government or taxing authority of the United States, or of any taxing authority or government subsidiary of any foreign country shall be equal to the sum of (1) an amount equal to the additional income taxes paid or payable by Lessor in consequence of the failure to obtain the benefit of a depreciation deduction and (2) any interest and/or penalty which may be assessed in connection with any of the foregoing.

(d) The provisions of this Paragraph 14 shall survive the expiration or earlier termination of this Agreement.

15. LESSOR'S RIGHTS TO PERFORM. If Lessee fails to make any payment required to be made hereunder or fails to comply with any other agreements contained herein, Lessor may make such payment or comply with such agreement, and the amount of such payment and the reasonable expenses of Lessor incurred in connection with such payment or compliance shall be payable by Lessee on demand.

16. FURTHER ASSURANCES. Lessee will, at its own expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time request in order to more effectively carry out the intent and purpose of this Agreement so as to establish and protect the rights, interests and remedies intended to be created in favor of Lessor.

17. NOTICES. All notices and other communications required to be given to any party hereunder shall be in writing and delivered or mailed by regular mail to such party at the address set forth above or at such other address as it may designate to the other parties.

18. MISCELLANEOUS. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any such jurisdiction shall not render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee waives any provision of law which renders any provision hereof unenforceable in any respect. This Lease and the provisions hereof shall inure to the benefit of Lessor and its successors and assigns, and shall be binding on and inure to the benefit of Lessee and its successors and assigns.

19. FINANCIALS. Lessee agrees that for so long as any item of Equipment shall be leased under this Lease, Lessee will deliver or cause to be

delivered to Lessor (a) as soon as practicable, and in any event within sixty days after the end of each quarterly period (other than the fourth quarterly period) for each fiscal year of Lessee, the balance sheet of Lessee as of the end of such quarterly period together with the related statements of income and expense for such quarterly period all in reasonable detail prepared in accordance with generally accepted accounting principles consistently applied throughout the period involved and certified by Lessee's chief financial officer, and (b) as soon as practicable, and in any event within one hundred twenty (120) days after the close of each fiscal year of Lessee, the audited balance sheet of Lessee as of the end of such fiscal year together with the related statements of income and surplus for such fiscal year all in reasonable detail, prepared in accordance with generally accepted accounting principles consistently applied throughout the period involved and certified by an independent certified public accountant acceptable to Lessor.

20. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Lessee represents, warrants and covenants that (a) If Lessee is a corporation, Lessee is duly organized and validly existing in good standing under the laws of the state of its incorporation and is duly qualified and licensed to do business as a foreign corporation in good standing in those jurisdictions where such qualifications are necessary to authorize Lessee to carry on its present business and operations and to own its properties or to perform its obligations hereunder; (b) if Lessee is a partnership, Lessee is duly organized and validly existing under the partnership laws of its state of domicile and is duly authorized in any foreign jurisdiction where such qualification is necessary to authorize Lessee to carry on its present business operations and to own its properties and to perform its obligations hereunder; (c) Lessee has full power, authority and legal right to execute, deliver and carry out as Lessee the terms and provisions of this Lease and any other documents in connection with this lease transaction; (d) if Lessee is a corporation, Lessee's execution, delivery and performance of this Lease and the other documents and agreements referred to herein, and the performance of its obligations under this Lease have all been authorized by all necessary corporate action, do not require the approval or consent of the shareholders, or of any trustee or holders of any indebtedness or obligation of Lessee and will not violate any provision of the Articles of Incorporation, By-Laws or any preferred stock agreement of Lessee; (e) if Lessee is a partnership, Lessee's execution, delivery and performance of this Lease and the other documents and agreements referred to herein and the performance of its obligations under this Lease have all been authorized by all necessary partnership actions; (f) there are no pending or threatened investigations, actions, or proceedings before any court or administrative agency or other tribunal body, which seek to question or set aside any of the transaction contemplated by this Lease, or which if adversely determined would materially affect the condition, business or operation of Lessee; (g) Lessee is not in default in any material manner in the payment or performance of any of its obligations or in the performance of any contract, agreement, or other instrument to which it is a party or by which it or any of its assets may be bound; (h) the balance sheet of Lessee as of the end of its most recent fiscal year ended on said date, including the related schedules and notes, together with the report of an independent certified public accountant, heretofore delivered to Lessor, are all true and correct and present fairly (x) the financial position of Lessee as at the date of said balance sheet and (y) the results of the operations of Lessee for said fiscal year; (i) all proceedings required to be taken to authorize the lease of the Equipment from Lessor and to protect Lessor's interest in such Equipment, free and clear of all liens and encumbrances whatsoever, have been taken; (j) Lessee has no significant liabilities (contingent or otherwise) which are not disclosed by or reserved against the financial statements referred to in (h) above; (k) all the financial statements referred to in (h) above have been prepared in accordance with generally accepted accounting principles and practices applied on a basis consistently maintained throughout the period involved; (l) there has been no change which would have a material adverse effect on the business or financial condition of Lessee from that set forth in the balance sheet referred to in (h) above; (m) no authorization, consent, approval, license, exemption of or filing or registration with any court, governmental unit or department, commission, board, bureau, agency, instrumentality or the like is required or necessary for the valid execution and delivery of the Lease, any bill of sale, and the other documents and agreements referred to herein; (n) this Master Lease Agreement, the Supplements, and any accompanying documents, having been duly authorized, executed and delivered to Lessor, constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof except as such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally; (o) the Equipment is personal property and neither real property nor a fixture; (p) as of the Commencement Date of each item of Equipment, a reasonable estimate of the estimated fair market value of such item of Equipment at the end of the lease term thereof will be at least 20% of the lessor's cost thereof (without including in such value any increase or decrease for inflation or deflation, and after subtracting from such value any cost for removal

and delivery of possession of Equipment to Lessor at the end of the lease term thereof; and (q) as of the Commencement Date of each item of Equipment, a reasonable estimate of the estimated useful life of such item of Equipment at the original term will be at least two years beyond the lease term thereof. These representations of Lessee shall continue to be true throughout the term of this Lease.

21. PURCHASE OPTION. In the event that Lessor has granted Lessee a purchase option, pursuant to the Supplement, for the Equipment which is the subject of that Supplement, the option may be exercised by Lessee, so long as Lessee has performed all obligations under this Agreement, made all rental payments due for the entire Lease Term and no Event of Default shall have occurred and be continuing, for the purchase option price set forth in the Supplement. In order to exercise said option with respect to the Equipment, Lessee must give Lessor written notice at least ninety (90) days prior to the expiration of the lease term with respect thereto, and remit the purchase price in cash to Lessor or its assigns on or before said expiration date. After receipt of the purchase price in accordance with this paragraph, Lessor will transfer to Lessee all of its rights, title, and interests in the Equipment purchased "AS IS, WHERE IS", without recourse, representation or warranty of any kind, express or implied. Unless otherwise specified in the Supplement, Fair Market Value for the purpose of this Paragraph and the purchase option only shall be determined on the basis of and be equal in amount to the value that would be obtained in a transaction between an informed and willing buyer and an informed and willing seller, and the cost of moving the Equipment from the location of current use shall not be a deduction from such value.

22. CHOICE OF LAW. The rights and liabilities of the parties under this Lease and each Supplement shall be interpreted, enforced and governed in all respects by the laws of the State of Indiana (hereafter called "Lessor's State"). Lessee hereby consents and subjects itself to the jurisdiction of every local, state, and federal court within Lessor's State, agrees that except as otherwise required by law, Lessee shall never file or maintain any action or proceeding in connection with this Lease or any Supplement in any court outside Lessor's State, waives personal service of any and all process in connection therewith and consents to the service of such process upon Lessee in the manner provided by the law of Lessor's State as if Lessee were a resident living in such state.

23. SERVICE CHARGE; INTEREST; ATTORNEY'S FEES. Whenever any payment is not made by Lessee in full when due hereunder, Lessee agrees to pay Lessor, not later than one (1) month thereafter, an amount equal to five percent (5%) of the full scheduled payment, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided. If

LESSOR: National City Leasing Corporation

By: Lee Anne Phillips

Title: Contract Supervisor

Date: 2-06-01

Lessor engages an attorney to commence any action or to enforce or define any right or obligation of Lessee under this Lease, the Lessee shall pay to the Lessor all reasonable expenses and attorney's fees incurred by Lessor.

24. INDEMNITY. Lessee agrees to indemnify Lessor, hold it harmless, and defend Lessor from and against any and all claims, costs, expenses, damages, liabilities and attorney's fees arising from or pertaining to the selection, use, possession or operation of the Equipment.

25. HEADINGS. The headings for the various Paragraphs of this Lease are intended solely for convenience or reference and are not intended nor shall they be used to construe, explain, modify, or place any meaning upon any provision thereof.

26. MODIFICATION. Neither this Lease nor any Supplement can be modified or amended except by written agreement signed and currently dated by both signatories hereto.

Carl G. Fenush
Signature of Lessee

27. COUNTERPARTS. The parties may execute this Lease and any Supplement in any number of counterparts. All such counterparts of this Lease constitute one Lease. All such counterparts of a Supplement constitute one Supplement. Each counterpart is an original instrument.

28. ENTIRE AGREEMENT; LESSEE'S ACKNOWLEDGEMENT OF NO EXTRINSIC PROMISES. This Lease constitutes the whole agreement between the parties. All agreements, statements, representations, promises and understandings made prior to and contemporaneous with this Agreement are superseded by this Agreement. LESSEE AGREES THAT THERE HAVE NOT BEEN AND SHALL NOT HAVE BEEN ANY REPRESENTATIONS, AGREEMENTS, STATEMENTS, INDUCEMENTS, PROMISES, UNDERSTANDINGS (COLLECTIVELY IN THIS PARAGRAPH REFERRED TO AS "PROMISES") MADE TO LESSEE BY OR ON BEHALF OF LESSOR OR ANY REPRESENTATIVE OR AGENT OF LESSOR IN CONNECTION WITH THIS LEASE, ANY SUPPLEMENT, ANY EQUIPMENT LEASED HEREUNDER, OR ANY PRESENT OR FUTURE TRANSACTION OF WHICH THIS LEASE AND/OR ANY SUPPLEMENT IS OR BECOMES A PART WHICH AFFECTS LESSEE'S OBLIGATIONS HEREIN EXCEPT AS EXPRESSLY STATED IN THIS LEASE AND EACH SUPPLEMENT. By execution hereof, the signer hereby certifies that he has read this Lease and that he is duly authorized to execute this Master Equipment Lease on behalf of Lessee.

LESSEE: Carl G. Fenush dba Carl G. Fenush Company

By: Carl G. Fenush

Title: OWNER

Date: 12/26/00

CERTIFICATE OF DELIVERY AND ACCEPTANCE

Carl G. Fenush dba Carl G. Fenush Company ("Lessee") hereby acknowledges that all the equipment described in Supplement No. 001 to Master Equipment Lease No. 10484 between National City Leasing Corporation ("Lessor") and Lessee has been received in good condition and repair, has been inventoried and fully inspected by Lessee and the Equipment is all the equipment as described in the Lease. Lessee hereby accepts said Equipment as satisfactory in all respects for the purpose of said Lease.

Lessee irrevocably approves the payment of the invoice of the Supplier/Vendor pertaining to the Equipment and will make payments to Lessor or its order pursuant to the terms of the Lease. Lessee agrees that any rights it may have against the supplier or manufacturer of said Equipment will not be asserted as an abatement, set-off, counterclaim, defense or any deduction whatsoever against Lessor. Lessee agrees that the Equipment has not been delivered or accepted on a trial basis.

By signature below Lessee authorizes Lessor to make payment to the supplier of the Equipment.

DATE OF ACCEPTANCE

2/2/001 20

Carl G. Fenush dba Carl G. Fenush
Company

Lessee

By

Title

Carl G. Fenush

OWNER

ADDENDUM TO MOTOR VEHICLE LEASE

TERMINAL RENTAL ADJUSTMENT CLAUSE "TRAC"

THIS ADDENDUM is to that certain Master Equipment Lease No. 10484("Agreement") dated , 2000, and Supplement No. 001 thereto, between **National City Leasing Corporation** ("Lessor") and **Carl G. Fenush dba Carl G. Fenush Company** ("Lessee").

Expiration of Lease Term. Provided that this Lease has not been terminated prior to its expiration, upon expiration of the term of this Lease the Actual Residual Value for the Equipment shall be determined as follows:

1. Provided Lessee is not in default under this Lease, Lessee shall have the option, exercisable by written notice to Lessor received by Lessor not less than 90 days prior to the expiration of the term of this Lease, of purchasing, on the day following the last day of the term of this Lease, all or any of the Equipment. In the event that Lessee shall not elect to purchase the Equipment, Lessee shall have the duty to obtain bids for the Equipment from prospective purchasers within the 30 day period prior to Lease Termination. Both Lessee and Lessor shall be free to bid on the Equipment during such period. The Equipment shall be sold to the highest bidder within 10 days after the Lease Termination, and the Actual Residual Value shall equal the actual net purchase price received for the Equipment by Lessor after any expenses of sale incurred by Lessor.

2. Upon receipt of the Purchase Price from Lessee or other highest bidder, as the case may be, Lessor shall, upon request, execute a Bill of Sale transferring title to the Equipment "as is, where is", without recourse or warranty of any kind. Lessee shall bear all expenses of sale.

3. In the event no bids are received or the Equipment is not sold during such period, then Lessee and Lessor agree, in view of the uncertainties of market conditions and the parties' inability to predict what the actual sale price of the Equipment would be, that the Actual Residual Value shall equal zero; provided, however, that when Lessor sells the Equipment, the net proceeds after expenses of sale actually received by Lessor shall be deemed the Actual Residual Value.

Lessee Liability. In the event the Actual Residual Value of the Equipment is less than 20.00% (\$9,283.68) of the Lessor's cost set forth on the lease (the "Estimated Residual Value"), Lessor shall notify Lessee in writing and Lessee shall pay to Lessor as an adjustment to the rent payable under this Lease an amount equal to the difference between the Actual Residual Value and the Estimated Residual Value within 10 days of Lessee's receipt of Lessor's written notice.

Lessor Liability. In the event the Actual Residual Value exceeds the Estimated Residual Value, Lessor shall pay Lessee as an adjustment to the rent payable under this Lease an amount equal to such excess, but only to the extent Lessor actually receives the Actual Residual Value in cash.

I.R.C. SEC. 168 (F)(13) STATEMENT. The Lessee certifies under penalty of perjury that the vehicle is intended for more than 50 percent of use in the Lessee's trade or business. The Lessee acknowledges that it will not be treated as the owner of the vehicle for federal income tax purposes.

Approved and agreed to this 2 day of July, 2000.

National City Leasing Corporation

By: Myra C. Fenush

Title: Contract Supervisor

2-06-01

Carl G. Fenush dba Carl G. Fenush Company

By: Carl G. Fenush

Title: OWNER

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

CIVIL DIVISION
No. 03 - CD

NATIONAL CITY LEASING
CORPORATION,

Plaintiff

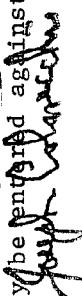
vs.

CARL G. FENUSH, d/b/a /CARL G.
FENUSH COMPANY, Defendant

COMPLAINT

NOTICE TO DEFENDANT:

YOU are hereby notified
that you are required to file
an Answer to the within Complaint
within twenty (20) days after
service upon you or judgment
may be rendered against you.


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

**COLAVECCHI
RYAN & COLAVECCHI**
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

Protthonolalry/Clerk of Courts
William A. Shaw

JAN 21 2003

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLERK

NATIONAL CITY LEASING CORPORATION,

Plaintiff

vs.

CARL G. FENUSH, d/b/a
CARL G. FENUSH COMPANY,

Defendant

CIVIL DIVISION

No. 03 - 86 - CD

PRAECIPE FOR JUDGMENT

Filed on Behalf of:

Plaintiff, NATIONAL CITY
LEASING CORPORATION

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566. 11, AM.

RE: PRAECIPE FOR JUDGMENT
vs. CARL G. FENUSH
and Plaintiff served on Plaintiff
and to Plaintiff to (1) day

RE: PRAECIPE FOR JUDGMENT
RE: Plaintiff to this PRAECIPE. No answer still having been filed
by Plaintiff, please furnish damages as follows:

1. Amount of Debt: \$10,798.31

Interest from 1/31/03 to
2/26/03: \$ 150.66

2. Juries: \$ 141.67

3. Amount of JUDGMENT: \$10,850.00

FILED

MAR 25 2003

William A. Shaw
Prothonotary

AFFIDAVIT

JOSEPH COLAVECCHI, ESQUIRE, being duly sworn according to law, deposes and states as follows:

The last known address of judgment creditor is 3003 East 98th Street, Suite 101, Indianapolis, Indiana 46280.

The last known address of judgment debtor is 10 Mine Road, Grassflat, Pennsylvania 16839.



JOSEPH COLAVECCHI, ESQUIRE

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

NATIONAL CITY LEASING CORPORATION, :

Plaintiff : No. 03 - 86 - CD

:
Vs. :

CARL G. FENUSH, d/b/a CARL G.
FENUSH COMPANY, :

Defendant :

TO: CARL G. FENUSH
CARL G. FENUSH COMPANY
10 Mine Road
Grassflat, PA 16839

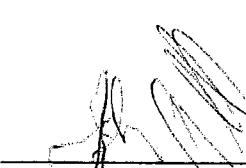
DATE OF NOTICE: March 11, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814/765-2641, Ext. 5982

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA


JOSEPH COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 03 - 86 - CD

NATIONAL CITY LEASING CORPORATION,
Plaintiff

vs.

CARL G. FENUSH, d/b/a CARL G.
FENUSH COMPANY, Defendant

PRAECIPE FOR JUDGMENT

FILED Atty Colavecchi
of 10:27 AM pd. 26.00
MAR 25 2003 Notice to Def.
William A. Shaw Statement to Atty Colavecchi
Prothonotary *gbs*

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

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

COPY

National City Leasing Corporation
Plaintiff(s)

No.: 2003-00086-CD

Real Debt: \$15,090.94

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Carl G. Fenush d/b/a
Carl G. Fenush Company
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 25, 2003

Expires: March 25, 2008

Certified from the record this 25th day of March, 2003.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

COPY

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

<u>NATIONAL CITY LEASING CORPORATION,</u>	:
	:
<u>Plaintiffs</u>	:
VS.	:
<u>CARL G. FENUSH, d/b/a CARL G.</u>	:
	:
<u>FENUSH COMPANY,</u>	:
<u>Defendants</u>	

NOTICE IS GIVEN THAT JUDGMENT IN THE ABOVE-CAPTIONED MATTER
HAS BEEN ENTERED AGAINST YOU IN THE AMOUNT OF \$ 15,090.94 ON
March 25, 2003.

PROTHONOTARY

BY _____
DEPUTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY LEASING
CORPORATION,

Plaintiff

Vs.

CARL G. FENUSH, d/b/a
CARL G. FENUSH COMPANY,

Defendant

CIVIL DIVISION

No. 03 - 86 - CD

PRAECIPE FOR WRIT OF
EXECUTION

Filed on Behalf of:

Plaintiff, NATIONAL CITY
LEASING CORPORATION

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

MAR 28 2003

William A. Shaw
Prothonotary

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

NATIONAL CITY LEASING CORPORATION, :

Plaintiff : No. 03 - 86 - CD

Vs. :

CARL G. FENUSH, d/b/a CARL G.
FENUSH COMPANY, :

Defendant :

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,

1. directed to the Sheriff of Clearfield County; and,
2. against CARL G. FENUSH, d/b/a CARL G. FENUSH COMPANY,

Defendant; and,

3. index this writ against CARL G. FENUSH, d/b/a CARL G. FENUSH COMPANY, Defendant, and;

4.

Amount due:

\$14,798.31

Interest from

1/21/03 to 3/27/03: \$ 157.95

Costs:

\$ 141.97

(Costs to be added): \$

Prothonotary costs

125.00

John Colavecchi
JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 03 - 86 - CD

NATIONAL CITY LEASING
CORPORATION,

Plaintiff

vs.

CARL G. FENUSH, d/b/a CARL G.
FENUSH COMPANY,

Defendant

PRAECIPE FOR WRIT OF EXECUTION

FILED
13th MAR 2003
MAR 28 2003
Atty pd. do. do.
Levert packets
to Shff E
KRP

William A. Shaw
Prothonotary

COLAVECCHI
RYAN & COLAVECCHI

ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

NO. 03-86-CD,

NO. 86 , 2003

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

NATIONAL CITY LEASING
CORPORATION,

Plaintiff

Vs.

CARL G. FENUSH, d/b/a
CARL G. FENUSH COMPANY,

Defendant

RECEIVED WRIT THIS _____ DAY

OF _____ A.D. 2003

At _____ .M.

SHERIFF

===== WRIT OF EXECUTION =====

EXECUTION DEBT \$14,798.31

INTEREST \$ 157.95

COSTS: \$ 141.97

PROTHONOTARY \$ 125.00

USE ATTORNEY _____

USE PLAINTIFF _____

ATTORNEY'S COMM. _____

SATISFACTION _____

SHERIFF \$ _____

\$ _____

JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

NATIONAL CITY LEASING CORPORATION, :

Plaintiff : No. 03 - 86 - CD

:
Vs. :

CARL G. FENUSH, d/b/a CARL G. :
FENUSH COMPANY, :

Defendant :

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have any exemption, you should do the following promptly;

- (1) Fill out the attached Claim Exemptions form and demand a prompt hearing;

(2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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 and Market Streets
Clearfield, PA 16830
814/765-2641 Ext. 5982**

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

NATIONAL CITY LEASING CORPORATION, :
Plaintiff : No. 03 - 86 - CD
:
Vs. :
:
CARL G. FENUSH, d/b/a CARL G. :
FENUSH COMPANY, :
Defendant :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against CARL G.
FENUSH, d/b/a CARL G. FENUSH COMPANY, Defendant:

You are directed to levy upon the property of the Defendant,
and to sell his interest therein, consisting of ALL EQUIPMENT,
VEHICLES, AND OTHER PERSONAL PROPERTY OF EVERY KIND AND
DESCRIPTION.

Amount due: \$14,798.31

Interest from
1/21/03 to 3/27/03: \$ 157.95

Costs: \$ 141.97

Cost to be added: \$

Prothonotary costs 125.00

Will Sherry

PROTHONOTARY

BY: _____
DEPUTY

Dated: 3/28/03

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS :
:

JOSEPH COLAVECCHI, ESQUIRE, being duly sworn according to law, deposes and says that to the best of his knowledge, information and belief, the last known address of Defendant is:

CARL G. FENUSH
d/b/a CARL G. FENUSH COMPANY
10 Mine Road
Grassflat, PA 16839


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed before me
this 27 day of March 2003.

Linda L. Ziembo

NOTARIAL SEAL
LINDA L. ZIEMBO, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires December 17, 2005

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

NATIONAL CITY LEASING CORPORATION, :
Plaintiff : No. 03 - 86 - CD
:
Vs. :
:
CARL G. FENUSH, d/b/a CARL G. :
FENUSH COMPANY, :
Defendant :

NOTICE OF SHERIFF'S SALE

By virtue of a Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, in pursuance to a judgment obtained to Number 03-86-CD, will be exposed to public sale at the Clearfield County Courthouse in Clearfield, Pennsylvania, on the _____ day of _____, 2003, at _____ o'clock _____.M., the following described property of Defendant:

ALL EQUIPMENT, VEHICLES, AND ALL OTHER PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION.

COUNTY SHERIFF

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms and equipment
- (3) Most wages and unemployment compensation
- (4) Social security benefits
- (5) Certain retirement funds and accounts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NATIONAL CITY LEASING CORPORATION, :
Plaintiff : No. 03 - 86 - CD
:
Vs. :
:
CARL G. FENUSH, d/b/a CARL G. :
FENUSH COMPANY, :
Defendant :

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from
levy or attachment:

1. From my personal property in my possession which has been
levied upon,

a. I desire that my \$300 statutory exemption be:

i. set aside in kind: _____

ii. paid in cash following the sale of the
property levied upon; or

b. I claim the following exemption: _____

2. From my property which is in the possession of a third
party, I claim the following exemptions:

a. my \$300 statutory exemption: _____ in cash; _____
in kind:

b. Social Security Benefits on deposit in the amount of \$ _____;

c. other: _____

I request a prompt Court hearing to determine the exemption. Notice of the hearing should be given to me at _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATE

DEFENDANT

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
SHERIFF OF CLEARFIELD COUNTY:
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830
814/765-2641 Ext. 5986

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 03 - 86 - CD

NATIONAL CITY LEASING
CORPORATION,

Plaintiff

vs.

CARL G. FENUSH, d/b/a CARL G.
FENUSH COMPANY,

Defendant

WRIT OF EXECUTION

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY LEASING CORPORATOIN

Sheriff Docket # 13569

VS.

FENUSH, CARL G. d/b/a CARL G. FENUSH COMPANY

03-86-CD

COMPLAINT

SHERIFF RETURNS

**NOW FEBRUARY 4, 2003 AT 2:25 PM EST SERVED THE WITHIN COMPLAINT ON
CARL G. FENUSH D/B/A CARL G. FENUSH COMPANY, DEFENDANT AT RESIDENCE,
10 MINE ROAD, GRASSFLAT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING
TO ROSE FENUSH, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING/MCCLEARY**

Return Costs

Cost	Description
46.97	SHFF. HAWKINS PD. BY: ATTY.
10.00	SURCHARGE PD. BY: ATTY.

FILED

9:40 AM

MAR 11 2003

**William A. Shaw
Prothonotary**

Sworn to Before Me This

11/1 Day Of *March* 2003
William A. Shaw

So Answers,

*Chester A. Hawkins
by Marley Harry*

Chester A. Hawkins

Sheriff

**Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 13975
NO: 03-86-CD

PLAINTIFF: NATIONAL CITY LEASING CORPORATION
VS.
DEFENDANT: FENUSH, CARL G. D/B/A CARL G. FENUSH COMPANY

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 3/28/2003

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/31/2009

5
FILED
03/31/2009
MAR 31 2009
William A. Shaw
Prothonotary/Clerk of Courts
LM

DETAILS

4/29/2003 @ 1:00 PM SERVED CARL G. FENUSH

SERVED CARL G. FENUSH, DEFENDANT, AT HIS RESIDENCE 10 MINE ROAD, GRASSFLAT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CARL FENUSH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED
DEPUTIES WERE UNABALE TO FIND PROPERTY OF VALUE TO LEVY.

@ SERVED
NOW, MARCH 31, 2009 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 13975
NO: 03-86-CD

PLAINTIFF: NATIONAL CITY LEASING CORPORATION
vs.

DEFENDANT: FENUSH, CARL G. D/B/A CARL G. FENUSH COMPANY

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$54.43

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
By Cynthia Bitter - Deputy
Chester A. Hawkins
Sheriff

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME CARL G. FENUSH

NO. 03-86-CD

NOW, March 31, 2009, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Fenush, Carl G. D/B/A Carl G. Fenush Company to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	15.84
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	0.59
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$54.43

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	14,798.31
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	20.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	157.95
TOTAL DEBT AND INTEREST	\$15,155.69

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	54.43
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	
MORTGAGE SEARCH	125.00
MUNICIPAL LIEN	

TOTAL COSTS	\$179.43
TOTAL COSTS	\$15,155.69

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

NO. 03-86-CJ

NO. 86 , 2003

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

NATIONAL CITY LEASING
CORPORATION,

Plaintiff

Vs.

CARL G. FENUSH, d/b/a
CARL G. FENUSH COMPANY,

Defendant

RECEIVED WRIT THIS 28th DAY

of March A.D. 2003

At 3:30 P M.

Chester A. Hawkins

By Cynthia Butler-Aughenbaugh SHERIFF

===== WRIT OF EXECUTION =====

EXECUTION DEBT \$14,798.31

INTEREST \$ 157.95

COSTS: \$ 141.97

PROTHONOTARY \$ 125.00

USE ATTORNEY

USE PLAINTIFF

ATTORNEY'S COMM.

SATISFACTION

SHERIFF

\$

\$

=====

JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

JOSEPH COLAVECCHI

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

NATIONAL CITY LEASING CORPORATION, :

Plaintiff : No. 03 - 86 - CD

VS. :

CARL G. FENUSH, d/b/a CARL G.
FENUSH COMPANY, :

Defendant :

**WRIT OF EXECUTION
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have any exemption, you should do the following promptly;

- (1) Fill out the attached Claim Exemptions form and demand a prompt hearing;

(2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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 and Market Streets
Clearfield, PA 16830
814/765-2641 Ext. 5982**

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

NATIONAL CITY LEASING CORPORATION, :

Plaintiff : No. 03 - 86 - CD

Vs. :

CARL G. FENUSH, d/b/a CARL G.
FENUSH COMPANY, :

Defendant :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD : SS.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against CARL G. FENUSH, d/b/a CARL G. FENUSH COMPANY, Defendant:

You are directed to levy upon the property of the Defendant, and to sell his interest therein, consisting of ALL EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION.

Amount due: \$14,798.31

Interest from
1/21/03 to 3/27/03: \$ 157.95

Costs: \$ 141.97

Cost to be added: \$

Prothonotary costs 125.00

John Shantz
PROTHONOTARY

BY: _____
DEPUTY

Dated: 3/28/03

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS
:

JOSEPH COLAVECCHI, ESQUIRE, being duly sworn according to law, deposes and says that to the best of his knowledge, information and belief, the last known address of Defendant is:

CARL G. FENUSH
d/b/a CARL G. FENUSH COMPANY
10 Mine Road
Grassflat, PA 16839


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed before me
this 27 day of March 2003.

Linda L. Ziembo

NOTARIAL SEAL
LINDA L. ZIEMBO, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires December 17, 2005

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
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P. O. BOX 131
CLEARFIELD, PA

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

NATIONAL CITY LEASING CORPORATION, :
Plaintiff : No. 03 - 86 - CD
:
Vs. :
CARL G. FENUSH, d/b/a CARL G. :
FENUSH COMPANY, :
Defendant :

NOTICE OF SHERIFF'S SALE

By virtue of a Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, in pursuance to a judgment obtained to Number 03-86-CD, will be exposed to public sale at the Clearfield County Courthouse in Clearfield, Pennsylvania, on the _____ day of _____, 2003, at _____ o'clock _____.M., the following described property of Defendant:

ALL EQUIPMENT, VEHICLES, AND ALL OTHER PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION.

COUNTY SHERIFF

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

NATIONAL CITY LEASING CORPORATION, :

Plaintiff : No. 03 - 86 - CD

:
Vs. :

CARL G. FENUSH, d/b/a CARL G. :
FENUSH COMPANY, :

Defendant :

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SHERIFF OF CLEARFIELD COUNTY:
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