

03-741-CD x  
LEO P. WISE VS. COREY J. WISE , ETAL.



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

LEO P. WISE,  
an individual,

Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,

Defendants.

No. 03 - 741 - CD

Type of Pleading:

Complaint

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

MAY 15 2003

William A. Shaw  
Prothonotary



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

LEO P. WISE,  
an individual,

Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,

Defendants.

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No. 03 - - CD

**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 COURT HOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641



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

LEO P. WISE,	*	
an individual,	*	
	*	
Plaintiff,	*	
	*	
v.	*	No. 02 - - CD
	*	
COREY J. WISE and	*	
CRAIG L. WISE, t/d/b/a	*	
JOHNSTON'S NURSERY,	*	
	*	
Defendants.	*	

C O M P L A I N T

NOW COMES the Plaintiff, Leo P. Wise, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Leo P. Wise, is a sui juris, adult individual who resides at RD1 Box 187, Penfield, Pennsylvania, 15849.

2. That the Defendant, Corey J. Wise, is a sui juris, adult individual who resides at RD1 Box 188, Penfield, Pennsylvania, 15849.

3. That the Defendant, Craig L. Wise, is a sui juris, adult individual who resides at RD1 Box 169B, Penfield, Pennsylvania, 15849.

4. That at all times referred to herein, the Defendants, Corey J. Wise and Craig L. Wise, were co-partners trading and doing business as Johnston's Nursery, with a



business address located at RD1 Box 189, Penfield, Pennsylvania, 15849.

5. That on or about April 15, 1997, Plaintiff entered into an Agreement of Sale with the Defendants providing for the purchase of all the assets of Johnston's Nursery, a copy of which is attached hereto as Exhibit "A".

#### **COUNT I**

6. That in accordance with Paragraph 3 of said Agreement, the Defendants were to pay to Plaintiff the sum of Sixty Nine Thousand Nine Hundred Forty Eight and 75/100 (\$69,948.75) Dollars with interest at the rate of 6.8% payable in quarterly installments.

7. That as security for the installment payments referred to in Paragraph 6 hereof, Defendants delivered to Plaintiff an Installment Note dated November 3, 1997, a copy of which is attached hereto as Exhibit "B."

8. That Defendants made payments upon the Installment Note, attached hereto as Exhibit "B", as follows:

a. 1997	\$11,589.00
b. November 13, 1998	14,311.75
c. December 23, 1999	14,311.75
d. December 30, 2000	14,311.75
e. December 28, 2001	<u>14,311.75</u>



TOTAL

\$68,836.00

9. That Defendants failed and/or refused to pay the interest upon said Note attached hereto as Exhibit "B", which interest at the time of filing this Complaint is Twenty Thousand Four Hundred Eighty Seven (20,487.75) Dollars.

WHEREFORE, Plaintiff demands judgment from the Defendants in the amount of Twenty Thousand Four Hundred Eighty Seven and 75/100 (\$20,487.75) Dollars with interest thereon continuing at the rate of 6.8% to date of payment.

#### **COUNT II**

10. That Paragraph 3 of the Agreement attached hereto as Exhibit "A" provides that Defendants were to deliver to Plaintiff a Demand Judgment Note in the amount of Sixteen Thousand (\$16,000.00) Dollars with interest at the rate of 6.23%. A copy of said Note is attached hereto as Exhibit "C."

11. That Defendants made two payments of Eight Thousand (\$8,000.00) Dollars each upon the Judgment Note attached hereto as Exhibit "C", but have failed and/or refused to pay interest due upon said Note which at the time of filing this Complaint is One Thousand Three Hundred Thirty and 62/100 (\$1,330.62) Dollars.



12. That Plaintiff has made a demand to Defendants to pay the interest due to him, but Defendants have failed and/or refused to do so.

WHEREFORE, Plaintiff demands judgment from the Defendants in the amount of One Thousand Three Hundred Thirty and 62/100 (\$1,330.62) Dollars with interest thereon continuing at the rate of 6.23% to date of payment.

### **COUNT III**

13. That Paragraph 7 of the Agreement attached hereto provides that Defendants are to maintain Blue Cross/Blue Shield insurance upon the Seller.

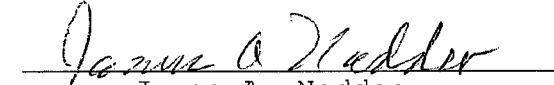
14. That by letter dated November 17, 2001, counsel for Defendants informed Plaintiff that they intended to discontinue Plaintiff's Blue Cross/Blue Shield medical insurance. A copy of said letter is attached hereto as Exhibit "D."

15. That Plaintiff has been required to secure Blue Cross Blue Shield coverage at his own expense at a cost of \$475.00 per month.

16. That Plaintiff has demanded reimbursement from Defendants for his monthly insurance costs, but Defendants have failed and/or refused to reimburse him.



WHEREFORE, Plaintiff demands judgment from Defendants in the amount of \$475.00 per month commencing January 2002 and continuing each month thereafter, with interest as allowable by law.

  
James A. Naddeo  
Attorney for Plaintiff

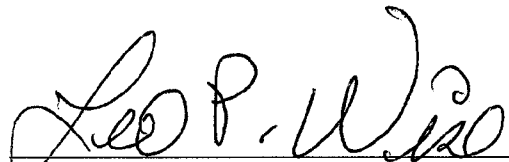


COMMONWEALTH OF PENNSYLVANIA)

ss.

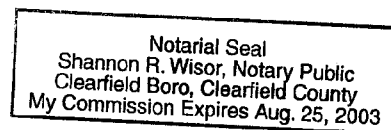
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared LEO P. WISE, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
Leo P. Wise

SWORN and SUBSCRIBED before me this 11th day of January, 2002.

  
\_\_\_\_\_





AGREEMENT OF SALE

THIS AGREEMENT made the 15<sup>th</sup> day of April, 1997, by and between LEO P. WISE, a single individual, of R. D., Box 187, Penfield, Pennsylvania, hereinafter referred to as "SELLER",

AND

COREY J. WISE and CRAIG L. WISE, co-partners, trading and doing business as Johnston's Nursery, of R. D., Penfield, Pennsylvania, hereinafter referred to as "BUYERS".

WHEREAS, Leo P. Wise is the owner of certain land and buildings located in Huston Township and Pine Township, Clearfield County, Pennsylvania, which property is more particularly hereinafter described; and

WHEREAS, Leo P. Wise is the owner of inventory and equipment which is more particularly described in Exhibit "A"; and

WHEREAS, Seller desires to sell the various assets owned by him upon the terms and conditions hereinafter set forth; and

WHEREAS, Buyers have agreed to purchase the assets of Seller upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar, the parties agree as follows:



1. Purchase and Sale. Seller agrees to sell and deliver to Buyers who agree to purchase for the considerations and under the terms and conditions hereinafter set forth, the following assets:

A. All those certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin on the east side of Route 153, between Penfield and Clearfield at the southern line of land now or formerly of Joseph W. Colby; thence along line of land now or formerly of Joseph W. Colby South eighty-two (82°) degrees forty-one (41') minutes East 760.5 feet to an iron pin; thence by land now or formerly of John F. Lawson South seven (7°) degrees nineteen (19') minutes West 236 feet to an iron pin; thence by Lawson land South eighty-eight (88°) degrees forty-four (44') minute East 198 feet; thence continuing by Lawson North seven (7°) degrees nineteen (19') minutes East to line now or formerly of Colby; thence South eighty-two (82°) degrees forty-one (41') minutes East 20 feet to an iron pin; thence by line of land now or formerly of Harry Cupplo, et al., the following courses and distances: South seven (7°) degrees nineteen (19') minutes West 250 feet, South eighty-two (82°) degrees forty-one (41') minutes East 244.9 feet, North sixty-four (64°) degrees thirty-five (35') minutes East 284.8 feet, North six (6°) degrees twenty-five (25') minutes east 96.3 feet to iron pin at line of land now or formerly of Adam Barnett; thence South eighty-two (82°) degrees forty-one (41') minutes East 20 feet to land now or formerly of Germain W. Gill; thence by line now or formerly of Gill South six (6°) degrees thirty-five (35') minutes West 250 feet to iron pin; thence continuing by land now or formerly of Gill South twenty-eight (28°) degrees forty-one (41') minutes East 250 feet to State Forest Land; thence South six (6°) degrees thirty-five (35') minutes West on painted and blazed line 759.76 feet to old iron pin;



thence by line of land now or formerly of Dominic Lodo and Edward Bell North eighty-three (83°) degrees thirteen (13') minutes West to a post at line of other land now or formerly of Leo P. Wise; thence by line of other land now or formerly of Wise in a northwesterly direction to iron pin on the east side of Pennsylvania State Highway Route 153; thence North fourteen (14°) degrees twelve (12') minutes West 682 feet along said route to an iron pin the place of beginning.

Under and Subject to the right of grantors and those claiming under them to the use in common with the grantees herein of a 16 foot road, the north side of which is the northern boundary line of the above described premises together with two twenty foot roads leading therefrom, the first being situate between the premises of John F. Lawson and Harry Cupplo, et al, and the second being between the premises of Harry Cupplo, et al., and Germain W. Gill.

THE SECOND THEREOF: BEGINNING at a point on the west side of Route 153 on the south line of land now or formerly of Joseph W. Colby; thence South fourteen (14°) degrees twelve (12') minutes East 245 feet to an iron pin on land now or formerly of Andrew M. Johnston; thence along land now or formerly Andrew W. Johnston the following courses and distances: South seventy-five (75°) degrees forty-six (46') minutes West 202.4 feet to iron pin, South eight (8°) degrees five (5') minutes West 362.6 feet to iron pin, North fifty-six (56°) degrees fifty-five (55') minutes East 359.1 feet to iron pin at Route 153; thence along Route 153 South fourteen (14°) degrees twelve (12') minutes East 411.4 feet to iron pin at the northeast corner of land now or formerly of Gerald A. Kephart; thence along land now or formerly of Kephart the following course and distances: South seventy-three (73°) degrees fifty-four (54') minutes West 214.2 feet, North twenty-three (23°) degrees forty (40') minutes West 92 feet, North eighty-three (83°) degrees thirteen (13') minutes West 207.8 feet, South nine (9°) degrees fourteen (14') minutes East 194.26 feet to iron pin on line of land now or formerly of Berton Thompson; thence along land now or formerly of Thompson by line blazed and painted North eighty-three (83°) degrees



thirteen (13') minutes West 766 feet to an iron pin; thence along State Forest Lands by line blazed and painted North seven (7°) degrees seven (7') minutes East 1034.96 feet to iron pin; thence south eighty-two (82°) degrees forty-one (41') minutes East by line blazed and painted 450 feet to iron pin; thence by land now or formerly of Donald L. Whaling the following courses and distances: South thirteen (13°) degrees thirty-five (35') minutes West 163.4 feet; South eighty-nine (89°) degrees twenty (20') minutes East 174.7 feet; North six (6°) degrees twenty-six (26') minutes East 142 feet to line of land now or formerly of Joseph W. Colby; thence south eighty-two (82°) degrees forty-one (41') East 220 feet more or less to point on west side of Route 153, the place of beginning.

EXCEPTING and RESERVING camp and one acre surrounding said camp along with right-of-way for access to the camp.

Assessment Map Nos. 119-H4-4 and 4.1.

BEING the same premises conveyed to the Grantor herein by deed of Leo P. Wise, et al dated February 9, 1990 and recorded in Clearfield County Deed and Record Book 1329, page 172.

ALL that certain piece or parcel of land situate in the Township of Pine, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING in center of LR 17092 at southeast corner of 1.0 acre lot to be conveyed to Leo Wise and Karen Wise; thence along said lot North six (6°) degrees zero (0') minutes West 245 feet; thence along said lot and land to be conveyed to Karen Wise North twenty (20°) degrees ten (10') minutes West 407 feet; thence along land now or formerly of Joe Owens South eighty-three (83°) degrees fifty (50') minutes East 306 feet; thence along center of old road the following: South seventeen (17°) degrees forty (40') minutes East 141 feet, South twenty (20°) degrees ten (10') minutes East 104 feet, South



twelve (12°) degrees thirty (30') minutes East 122 feet, South sixteen (16°) degrees five (5') minutes East 100 feet, and South thirteen (13°) degrees forty (40') minutes East 212 feet; thence along center of LR 17092 by a curve to the right the chord of which is North seventy-nine (79°) degrees forty (40') minutes West 326 feet to the place of beginning. Containing 3.9 acres.

EXCEPTING and RESERVING house and 1.2 acres surrounding said house along with right-of-way for access to the house.

Assessment Map No. 127-H4-9.

BEING the same premises conveyed to the Grantor herein by deed of Leo P. Wise, et al dated February 9, 1990 and recorded in Clearfield County Deed and Record Book 1329, page 167.

B. Equipment as set forth in Exhibit "A" which is attached hereto and made a part hereof;

C. Inventory.

2. Purchase Price. The total consideration for this sale is Three hundred twenty-three thousand eight hundred fifty-six (\$323,856.00) Dollars to be allocated as follows:

A. Land	\$ 50,000.00
B. Building	123,905.00
C. Vehicles & Equipment	86,638.00
D. Goodwill	5,000.00
E. Inventory	69,948.75

3. Method of Payment. Buyers shall deliver to Seller at time of closing, a mortgage and note in the amount of Two hundred sixty-seven thousand four hundred eighteen (\$267,418.00)



Dollars with interest at Eight (8%) per cent per annum payable on March 15, 2013.

Buyers shall also deliver to Seller an Installment Note in the amount of Sixty-Nine thousand nine hundred forty-eight and 75/100 (\$69,948.75) Dollars with interest at the rate of 6.8% payable in quarterly installments for purchase of inventory.

Buyers shall also deliver to Seller a Demand Judgment Note in the amount of Sixteen thousand (\$16,000.00) Dollars with interest at the rate of 6.23%.

4. At settlement Seller agrees to deliver to buyers a good and sufficient deed in fee simple conveying the above-described land with buildings to Buyers free and clear of all liens and encumbrances. Seller further agrees to deliver to buyers at settlement a bill of sale conveying to Buyers the equipment and inventory herein agreed to be sold free and clear of all liens and encumbrances.

5. Transfer Taxes. All real estate transfer taxes, if any, will be divided equally between Buyers and Seller.

6. Real Estate Taxes. All real estate taxes shall be apportioned between Buyers and Seller as of the date of settlement.

7. Medical Insurance. Buyers shall at all times maintain Blue Cross/Blue Shield insurance upon the Seller.



8. Heirs and Assigns. The said parties hereby bind themselves, their heirs, executors and administrators, and assigns for the faithful performance of this Agreement as set forth above.

9. Assignability. It is expressly understood that the Buyers shall not transfer or assign this Agreement without the prior written consent of Seller.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

Michael M. Gales-Socah

SELLER:

Leo P. Wise (SEAL)  
Leo P. Wise

BUYERS:

Michael M. Gales-Socah

Corey P. Wise (SEAL)  
Corey P. Wise

Michael M. Gales-Socah

Craig L. Wise (SEAL)  
Craig L. Wise



Schedule "A"

1991 Ford F350 Truck, Serial No. 1FDKF37GOMNB01491

1991 Ford F350 Truck, Serial No. 1FDKF37GZMNA97394

1980 Ford F600 Truck, Serial No. F61HVGA1309

Ford Tractor 3600, Serial No. D4NN6015F

Skidsteer Loader - New Holland L 785, Serial No. 847942



INSTALLMENT NOTE

\$ 69,948.75

Nov 3, 1997

FOR VALUE RECEIVED, we promise to pay to the order of LEO P. WISE, of R. D., Box 187, Penfield, Pennsylvania 15849, without offset, the sum of Sixty-nine thousand nine hundred forty-eight and 75/100 (\$69,948.75) Dollars, with interest at the rate of 6.8 per cent per annum, in quarterly installments. The amount of payment shall be agreed upon quarterly at Seller's cost. If cost cannot be agreed upon the current catalogue value of inventory will be employed in the quarterly calculation. The first installment payable will be payable on June 30, 1997, and the remaining installments on the same day of each month thereafter. On non-payment of any installment when due, all remaining installments shall become immediately due and payable at the option of the holder and without notice. We understand that anticipation of payment is not permitted. If this note is placed in the hands of an attorney for collection, we agree to pay as a reasonable attorney's fee fifteen (15%) percent in the amount due and owing on this note. To secure payments of this note we hereby authorize, irrevocably, the Prothonotary, Clerk of Court, or any Attorney of any Court of Record to appear for us in such Court, at any time before or after maturity and confess a judgment against us in favor of any holder of this note with or without the filing of an Averment of Default, with

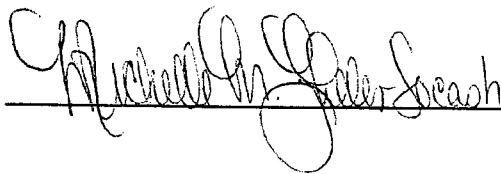


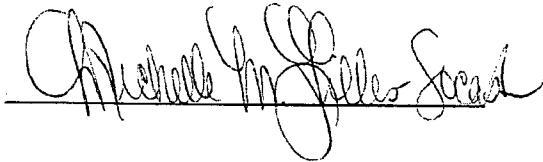
release of errors, without stay of execution, and for such amount as may appear to be unpaid thereon, together with charges, attorney's fees and costs as herein provided, and we hereby waive and release all benefit and relief from any and all appraisement, stay, or exemption laws of any State, now in force or hereafter to be passed.

Upon Lender's death, Borrowers shall have no further obligation to make payment under the terms of this instrument except to the extent that there may be a delinquency as to payment of principal or interest in which instance Borrowers will pay such delinquency to Lender's estate within fifteen (15) days from date of death.

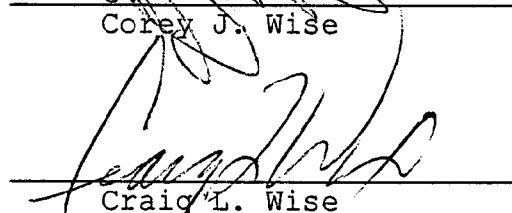
IN WITNESS WHEREOF, we have signed this note on the day and year first above written.

WITNESS:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_ (seal)  
Corey J. Wise

  
\_\_\_\_\_ (seal)  
Craig L. Wise



JUDGMENT NOTE

\$16,000.00

Nov. 3, 1997

FOR VALUE RECEIVED, COREY J. WISE, single, of R.D. 1, Box 188, Penfield, Pennsylvania, and CRAIG L. WISE an individual, of R. D. 1, Box 169B, Penfield, Pennsylvania, ("Makers") hereby promise to pay to the order of LEO P. WISE, ("Payee") the principal sum of Sixteen Thousand (\$16,000.00) Dollars, together with interest at the rate of 6.23% per annum from this date until paid.

And further, Makers do hereby jointly and severally authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and to enter judgment against them, or any of them, in favor of any holder of this note for the above sum with interest as aforesaid, costs of suit, release of errors, without stay of execution, and with Fifteen (15%) per cent added as a reasonable attorney's fee, and Makers hereby waive and release all benefit and relief from any and all appraisement, stay or exemption laws of any state now in force or hereafter enacted.

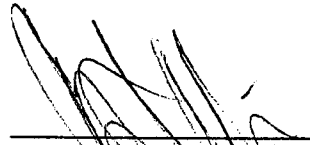
Upon Lender's death, Borrowers shall have no further obligation to make payment under the terms of this instrument except to the extent that there may be a delinquency as to payment of principal or interest in which instance Borrowers will pay such



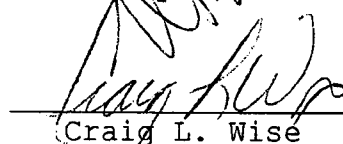
delinquency to Lender's estate within fifteen (15) days from date of death.

WITNESS:

Michelle M. Gilks-Sorek

 (SEAL)  
Corey J. Wise

Michelle M. Gilks-Sorek

 (SEAL)  
Craig L. Wise



**JOHN SUGHRUE**  
**Attorney at Law**

---

Phone (814) 765-1704

23 North Second Street  
Clearfield, PA 16830

Fax (814) 765-6959

December 17, 2001

Mr. Leo P. Wise  
RD 1 Box 187  
Penfield, PA 15849

RE: Conversion of Blue Cross/Blue Shield Insurance Coverage

Dear Leo,

I am writing on behalf of Corey and Craig concerning your insurance coverage. I have been representing them in general matters since you sold the business to them.

In particular, you have turned age 65 and are now eligible for Medicare coverage. Originally, the clients thought that you turned 65 in July of 2001 but now understand that your birth date was in 1935. Upon attaining age 65, you automatically qualified for Part A Medicare coverage. You will automatically receive Part B Healthcare upon making a simple application. Blue Cross/Blue Shield provides insurance that supplements the Medicare coverage and is a tried and proven program. If you apply for Blue Cross/Blue Shield supplemental insurance coverage at the same time as you apply for Part B of Medicare or at least within six months of applying for Medicare, you cannot be turned down by BC/BS. To further complicate matters, your present coverage has been provided as a member of the Manufacturing Association group policy. Johnston's Nursery coverage has changed because of the departure of another employee who is in the plan. With the need to report to the group, it is apparent that you do not qualify for the group coverage as an employee since you are not an employee of the Nursery. In addition, although I do not give tax advice, I have mentioned to the boys that the cost of your premium is probably taxable to you under IRS regulation. I have advised them that they should check with the accountant on that issue. You should also check on it since you are responsible for your personal income tax return.

At this point, Johnston's Nursery does not know for sure when the Manufacturing Group coverage will become unavailable, but it does appear prudent to conclude that coverage cannot be provided under that plan past January 31, 2002. I suggest that you secure Medicare coverage and supplemental insurance immediately. The premium for the supplemental insurance should be billed to Johnston's Nursery and it will be paid per your Sales Agreement.

There are several individuals who I believe are particularly informed with respect to supplemental coverage available to Medicare recipients. Off hand, I'm thinking of Randy Lemmo at More & Eshelman and Steve Gardner at Hembold & Stewart, Philipsburg.

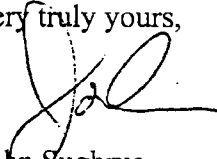


Leo P. Wise  
December 17, 2001  
Page 2

If you have any questions, concerns or if I have overlooked anything in this matter please give me a call or have your lawyer contact me since insurance coverage was obviously a subject matter of your sales agreement. It should be a simple matter to coordinate the transfer of coverage so that you do not lose any coverage.

Thank you for considering these matters. We await your response.

Very truly yours,



John Sughrue

JS/kg

cc: Johnston's Nursery



JAMES A. NADDEO  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

FILED  
MAY 15 2003  
3:57 PM  
JAN 85:00  
JLH to SHH

William A. Shaw  
Prothonotary



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

WISE, LEO P.

VS.

WISE, COREY J. & CRAIG L. t/d/b/a JOHNSTON'S NURSERY

COMPLAINT

Sheriff Docket #

14068

03-741-CD

**SHERIFF RETURNS**

NOW MAY 20, 2003 AT 2:05 PM SERVED THE WITHIN COMPLAINT ON CRAIG L. WISE T/D/B/A JOHNSTON'S NURSERY, DEFENDANT AT EMPLOYMENT, RD 1, BOX 169B, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CRAIG WISE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY

NOW MAY 20, 2003 AT 2:05 PM SERVED THE WITHIN COMPLAINT ON COREY J. WISE T/D/B/A JOHNSTON'S NURSERY, DEFENDANT AT EMPLOYMENT, RD 1, BOX 188, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CRAIG L. WISE, BROTHER, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY

**Return Costs**

Cost	Description
35.89	SHERIFF HAWKINS PAID BY: ATTY CK# 15044
20.00	SURCHARGE PAID BY: ATTY CK# 15045

Sworn to Before Me This

2nd Day Of June 2003

So Answers,

  
Chester A. Hawkins

Sheriff

**FILED**

JUN 02 2003

01:35 p.m.

William A. Shaw  
Prothonotary 



William A. Shaw  
Prothonotary



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

LEO P. WISE,  
an individual,

Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,

Defendants.

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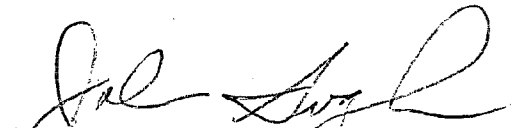
No. 03-741-CD

**PRAECIPE FOR APPEARANCE**

TO WILLIAM A. SHAW, PROTHONOTARY.

Kindly enter my appearance on behalf of COREY J. WISE and  
CRAIG L. WISE, t/d/b/a JOHNSTON'S NURSERY, Defendants in the  
above-captioned matter. Direct all pleadings and matters  
concerning the foregoing to the undersigned.

Date: June 3, 2003



John Sughrue, Esquire  
Attorney for Defendants  
Attorney I. D. #01037  
23 North Second Street  
Clearfield, PA 16830  
Phone: (814) 765-1704  
Fax: (814) 765-6959

cc: Johnston's Nursery




**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on June 3, 2003, I caused a true and correct copy of Defendant's Praecipe for Appearance, to be served on the following and in the manner indicated below:

By Personal Delivery to the Following at the location specified

James A. Naddeo, Esq.  
211 1/2 E. Locust Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
John Sughrue, Esquire  
Attorney for Defendants



FILED

3:30 PM 1 cc to Dept  
JUN 03 2003

William A. Shaw  
Prothonotary



2



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

LEO P. WISE,  
an individual,

Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,

Defendants.


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No. 03-741-CD

**NOTICE**

TO: Leo P. Wise,

**YOU ARE HEREBY NOTIFIED to file a written response to the  
enclosed NEW MATTER within twenty (20) days from service hereof  
or a judgment may be entered against you.**

  
John Sughrue, Esquire  
Attorney for Defendants



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

LEO P. WISE,  
an individual,  
Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,  
Defendants.

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No. 03-741-CD

**ANSWER**

AND NOW, comes the Defendants, Corey J. Wise, Craig L. Wise, t/d/b/a Johnston's Nursery, by their Attorney, John Sughrue, and responds to the original Complaint filed in the above captioned matter as follows:

1-4. Admitted.

5. Admitted.

**COUNT I (\$69,948.75 NOTE)**

6. Admitted in part and denied in part as stated. The agreement speaks for itself and specifically relates the payment to the "purchase of inventory". Further, in the judgment note relating to this obligation, referenced in Paragraph 7 of the Complaint, there is a reference to a monthly installment, the term of the note was not specified, the amount of quarterly installments were not specified and were to be determined by mutual agreement of the parties after each quarter. As a



result, the parties negotiated and agreed upon, from time to time, the actual payments that were to be made through December 28, 2001. Subsequent to executing the agreement and the aforesaid note, the parties agreed that the installment payments were to be paid on a prorata basis as the inventory was utilized. Thereafter, the parties agreed on the amount to be paid in 1997 on that basis. Subsequent thereto, Seller desired to accelerate the payments and after negotiations, the parties agreed that payment on said note would be accelerated and paid off in full with the payment of four equal annual installments of \$14,311.75 in December 1998, 1999, 2000 and 2001. As a result of that agreement, neither monthly nor quarterly payments were made and none are due for the reasons contained in this answer.

7. It is admitted that Exhibit B is a correct copy of the Defendant's note dated November 3, 1997. The note speaks for itself. Further, the facts are as set forth in the answer to Paragraph 6 above, all of which is incorporated herein by reference.

8. It is admitted that Defendants made the payments specified in Paragraph 8. Further, Defendants have paid the final installment payment of \$14,311.75 due in December of 2001. However, Plaintiff breached his agreement with Defendants by



refusing to accept said payment as full and final satisfaction and by demanding additional amounts be paid on said note. Further, it is averred that such payments were made in accordance with the agreements of the parties as set forth in Paragraph 6 above, all of which is incorporated herein by reference.

9. Denied. Each payment made on account of the installment note, as aforesaid, constituted payment of interest in full as of the time of the payment and a partial payment on account of principal. Defendants further believe and aver that Plaintiff knows or should know that he received said interest. As a result, Plaintiff knows or should know that said alleged claim is inaccurate and without merit. The amount claimed as unpaid interest is not due and accordingly, for that reason, has not been paid. Further, the facts are as set forth in Paragraph 6 above, all of which is incorporated herein by reference.

**WHEREFORE,** Defendants demand judgment in their favor and against the Plaintiff on Plaintiff's Count 1 together with attorney's fees, costs and expenses of defending this suit.

**COUNT II (\$16,000.00 NOTE)**

10. It is admitted that Exhibit C is a correct copy of the judgment note of \$16,000.00 that was delivered to the Plaintiff and that said note is a demand note.



11. Admitted in part and denied in part. It is noted that the demand note had no term or repayment provisions other than the fact that it was a demand note. Within a very short time of borrowing the money, Defendants agreed with the Plaintiff to repay the note promptly and repay the total of \$16,000.00. In exchange for the prompt payment of said amount within an accelerated time period, the Plaintiff agreed to accept said payment as full and final satisfaction of the note, including interest due or in the alternative, waived interest.

12. As a result of the aforesaid agreement, Plaintiff made no demand upon Defendants to pay any additional sums under said note in the succeeding years until on or about 2001, when he alleged for the first time that the principal had been paid in full but the interest had not been. Defendants refused to pay the amount demanded at that time for the reason that it was not due under their agreement or under the law.

**WHEREFORE**, Defendants demand judgment in their favor and against Plaintiff on Count II, together with attorney's fees, costs and expenses of defending this suit.

**COUNT III (BLUE CROSS/BLUE SHIELD COVERAGE)**

13. Admitted. Further, the agreement fails to specify the nature and extent of the coverage, the source of the coverage, and the means or manner of securing coverage. Defendants did



not have the ability/authorization to secure coverage for Plaintiff. Under said paragraph and the circumstances of the case, it is implied that it is Plaintiff's obligation to secure the coverage and Defendants' obligation to pay for it. Subsequent to Defendants acquiring Johnston's Nursery, it became apparent that Plaintiff, as a non-employee, did not qualify for coverage under a Johnston's Nursery group employee plan and it became necessary for Plaintiff to secure alternative coverage. Further, the Plaintiff and the Defendants understood and agreed that upon attaining Medicare age, Plaintiff would qualify for and assume Medicare status and that they would be obligated to maintain Blue Cross/Blue Shield insurance upon him as a supplement to Medicare.

14. It is admitted that Exhibit "D" is a correct copy of a letter forwarded to Plaintiff on behalf of Defendants. It is denied that it was an attempt to discontinue Plaintiff's Blue Cross/Blue Shield medical insurance. On the contrary, the letter, by its terms, is an attempt to engage Plaintiff in a dialog for the purpose of inducing him to secure appropriate Blue Cross/Blue Shield medical insurance, to do what was necessary to attain coverage and to advise Defendants of the premium. Despite said letter, Plaintiff took no action until on or about January 2002. On or about January 2002, Plaintiff



discussed the matter of coverage with the Defendants, indicated that he had secured satisfactory coverage at a premium rate of about \$300.00 per month, all of which the Defendants indicated they agreed to be responsible to pay. Thereafter, Plaintiff did not cause or provide any premium statements to the Defendants to be paid and/or to be reimbursed to him.

15. Denied. On the contrary, Plaintiff indicated monthly costs to be \$300.00 per month and the Defendants agreed to pay the same and have reimbursed him for five months of such expenses.

16. Denied. On the contrary, Plaintiff has demanded reimbursement in the amount of \$300.00 per month and has been reimbursed for five months for a total of \$1,500.00. In addition, Defendants have tendered to Plaintiff an additional \$1,500.00 as reimbursement for five additional months and the Plaintiff has refused to accept the same. All of the aforesaid payments were made on Plaintiff's representation that \$300.00 per month was his cost of insurance. Plaintiff has not provided appropriate proof of coverage and/or premium amount, nor demanded \$475.00 per month or given Defendants an opportunity to review the same with him. Further, Plaintiff did not have coverage because of his own conduct and failures as set forth in



the foregoing paragraphs, all of which are incorporated herein by reference.

**WHEREFORE,** Defendants demand judgment in their favor and against Plaintiff or in the alternative, that judgment in the amount of \$300.00 per month be entered in favor of the Plaintiff commencing July 1, 2002 and continuing each month thereafter, until the agreement between the parties for the purchase of assets is terminated in accordance with its terms.

**NEW MATTER**

**COUNT I (\$69,948.75 NOTE)**

17. Defendants have paid \$68,836.00 on said Note pursuant to the agreement of the parties.

18. Defendants have made payment in full of their obligation under the \$69,948.75 Note.

**WHEREFORE,** Defendants demand judgment in their favor and against Plaintiff as set forth above.

**COUNT II (\$16,000.00 NOTE)**

19. That on or about 1997 Defendants paid to Plaintiff upon demand the sum of \$16,000.00 in payment of said demand judgment note.

20. Pursuant to Plaintiff's demand and agreement with him, Defendants paid the sum of \$16,000.00 on the note in full satisfaction of their obligation under the note and Plaintiff



accepted the same in full and final satisfaction of his demand and the amount due on the note.

21. That Plaintiff's claim for additional payment on the same demand judgment note is barred by the applicable statute of limitations.

**WHEREFORE**, with respect to Count II, Defendants demand that judgment be entered in their favor and against Plaintiff and that further reasonable attorney's fees and expenses related to the defense of County II be assessed to Plaintiff together with costs of this action.

**COUNT III (BLUE CROSS/BLUE SHIELD COVERAGE)**

22. Plaintiff willfully and/or intentionally failed or refused to apply for and secure Blue Cross/Blue Shield insurance coverage of any kind, after being advised that he did not qualify for coverage as an employee.

23. Plaintiff willfully and intentionally failed and/or refused to provide Defendants with notice of premium, cost of insurance, payee or other information necessary to enable Defendants to pay for his coverage.

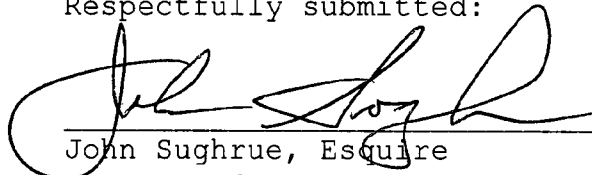
24. That it was impossible for the Defendants to apply for and secure Blue Cross/Blue Shield coverage at all times relevant hereto.



25. As a result of the foregoing, it was impossible for Defendants under the circumstances of this case to perform their obligation with respect to paying Plaintiff's Blue Cross/Blue Shield insurance coverage premium regardless of the coverage that he should or should not have had.

**WHEREFORE,** Defendants respectfully demand a judgment on their behalf and against the Plaintiff together with reasonable attorney's fees, costs and expenses and to tax costs of this suit to the Plaintiff.

Respectfully submitted:



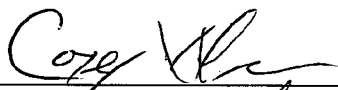
John Sughrue, Esquire  
Attorney for Defendants




**VERIFICATION**

We, Corey J. Wise and Craig L. Wise, Defendants, verify that the statements made in this Answer and New Matter are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: June 9, 2003

  
\_\_\_\_\_  
Corey J. Wise

  
\_\_\_\_\_  
Craig L. Wise

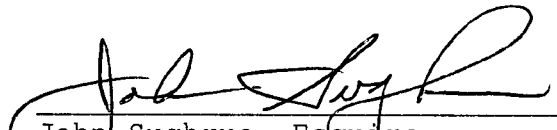


**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on June 9, 2003, I caused a true and correct copy of Defendants' Answer and New Matter, to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid  
Addressed as Follows:

James A. Naddeo, Esquire  
211 1/2 East Locust St.  
Clearfield, PA 16830

  
\_\_\_\_\_  
John Sughrue, Esquire  
Attorney for Defendants



FILED

JUN 10 2003

William A. Shaw  
Prothonotary



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

LEO P. WISE,  
an individual,  
Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,  
Defendants.

No. 03 - 741 - CD

Type of Pleading:

ANSWER TO NEW MATTER

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

JUL 03 2003

William A. Shaw  
Prothonotary



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

LEO P. WISE,	*	
an individual,	*	
Plaintiff,	*	
	*	
v.	*	No. 03 - 741 - CD
	*	
COREY J. WISE and	*	
CRAIG L. WISE, t/d/b/a	*	
JOHNSTON'S NURSERY,	*	
Defendants.	*	

**ANSWER TO NEW MATTER**

NOW COMES the Plaintiff, Leo P. Wise, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

**COUNT I - \$69,948.75 NOTE**

17. Admitted in so far as it states that Defendants have paid to Plaintiff the sum of \$68,836.00. It is denied, however, that said payment is in accordance with the parties' agreement. To the contrary, Defendants requested Plaintiff to accept yearly payments on the Note in lieu of the quarterly payments provided therein. In further answer thereto, it was agreed that interest on the Note would be deferred until the final annual payment which was due in December 2001.

18. Denied. In answer thereto Plaintiff incorporates his answer to Paragraph 17 of Defendants' New Matter. In further answer thereto, Plaintiff alleges that in December 2001 Defendants delivered a check to him in the amount of \$14,311.75



which Defendants purported to be payment in full. Plaintiff accepted said check on account in that Defendants had failed to pay deferred interest as agreed.

WHEREFORE, Plaintiff demands judgment as set forth in his Complaint.

COUNT II - \$16,000.00 NOTE

19. Denied. On the contrary it is alleged that Defendants made payment in the amount of \$8,000.00 to Plaintiff on the Note attached to Plaintiff's Complaint as Exhibit "C" on November 12, 1997, and that an additional \$8,000.00 was paid upon said Note on November 12, 1998.

20. Denied. On the contrary it is alleged that Plaintiff never agreed to accept \$16,000.00 as payment in full upon the Note attached to Plaintiff's Complaint as Exhibit "C" but to the contrary agreed to defer the payment of interest to alleviate financial hardship upon Defendants and afford them an opportunity to establish a foothold in the landscaping business.

21. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is denied.

WHEREFORE, Plaintiff demands judgment as set forth in his Complaint.



COUNT III - BLUE CROSS/BLUE SHIELD COVERAGE

22. Denied. On the contrary it is alleged that Plaintiff made a conscientious effort to obtain Blue Cross/Blue shield coverage but because of his age was unable to secure an individual policy. Plaintiff was eventually able to obtain coverage through a group policy provided through the Clearfield Builders Association.

23. Denied. On the contrary it is alleged that Plaintiff's counsel immediately notified Defendants' counsel that Plaintiff had secured Blue Cross/Blue Shield coverage through a group plan at a cost of \$311.99 per month. In further answer thereto, it is alleged that the parties agreed to compromise the actual cost of said insurance for the sum of \$300.00, which amount Defendants agreed to pay to Plaintiff and which Plaintiff agreed to accept irrespective of any increases in said coverage. In further answer thereto, it is alleged that Defendants failed to comply with the agreement reached between the parties by not paying the monthly premium as promised.

24. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

25. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.



WHEREFORE, Plaintiff demands judgment as set forth in  
his Complaint.

Respectfully submitted,

A handwritten signature in cursive script, reading "James A. Naddeo". The signature is written in dark ink and is positioned above a horizontal line.

James A. Naddeo, Esquire  
Attorney for Plaintiff



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

LEO P. WISE,  
an individual,  
Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,  
Defendants.

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No. 03 - 741 - CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of the Answer to New Matter filed in the above-captioned action was mailed to the following person and in the following manner on the 3rd day of July, 2003.

**First-Class Mail, Postage Prepaid**

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

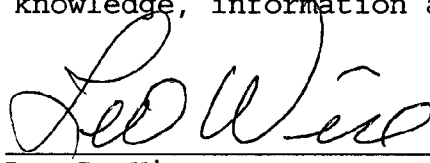


COMMONWEALTH OF PENNSYLVANIA)

ss.

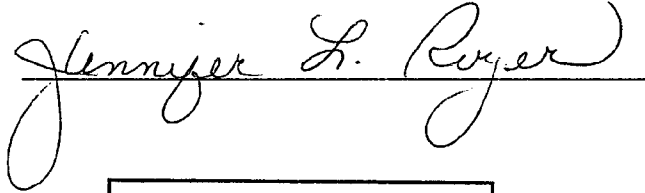
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared LEO P. WISE, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.



Leo P. Wise

SWORN and SUBSCRIBED before me this 2nd. day of July, 2003.



Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007



FILED  
JUL 03 2003  
10:46 AM  
JUL 03 2003  
William A. Shaw  
Prothonotary

JAMES A. NADDEO  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

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

LEO P. WISE,  
an individual,  
Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,  
Defendants.

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No. 03 - 741 - CD

PRAECIPE TO LIST FOR TRIAL

TO THE PROTHONOTARY:

Please place the above-captioned matter on the next list  
for trial. In support thereof I certify the following:

1. There are no Motions outstanding.
2. Discovery has been completed and the case is ready  
for trial.
3. The case is to be heard by non-jury.
4. Notice of the Praecipe has been given to opposing  
counsel.
5. The time for trial is estimated at one (1) day



James A. Naddeo, Esquire  
Attorney for Plaintiff

Date: September 3, 2003



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

LEO P. WISE,  
an individual,  
Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,  
Defendants.

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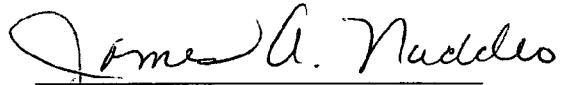
No. 03 - 741 - CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Praecipe to List for Trial filed in the above-captioned action was mailed to the following person and in the following manner on the 3rd day of September, 2003.

**First-Class Mail, Postage Prepaid**

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff



JAMES A. NADDEO  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

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FILED

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SEP 03 2003

*[Signature]*

William A. Shaw  
Prothonotary



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

LEO P. WISE,  
an individual,

Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,

Defendants.

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\* No. 03-741-CD

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\* Type of Pleading: Defendants'  
Pretrial Statement

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\* Filed on behalf of: Defendants

\*

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\* Counsel of Record for this party:

\* John Sughrue, Esq.

\* Attorney at Law

\* PA I.D. 01037

\* 23 N. 2<sup>nd</sup> Street

\* Clearfield, PA 1680

\* Phone: (814) 765-1704

\* Fax: (814) 765-6959

\*

\*

\* Other Counsel of Record:

\* James A. Naddeo, Esq.

\* PA I.D. 06820

\* 211 1/2 E. Locust Street

\* PO Box 552

\* Clearfield, PA 16830

\* Phone: (814) 765-1601

\* Fax: (814) 765-8142

\*

**RECEIVED**

**JAN 15 2004**

**COURT ADMINISTRATOR'S  
OFFICE**



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

LEO P. WISE, an individual,  
Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,  
Defendants.

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No. 03-741-CD

**DEFENDANT'S PRETRIAL STATEMENT**

1. **Factual Narrative:** Plaintiff is father of Defendants. Plaintiff operated a nursery and landscaping business for a number of years known as Johnston's Nursery. He sold it to his sons, the Defendants. The Agreement of Sale and various documents related to the sale were prepared by Plaintiff's Counsel, Mr. James A. Naddeo. The Sale Agreement is dated April 15, 1997. Immediately thereafter, the Defendants took possession of the assets of the business and began to operate it in the early spring of 1997. Certain obligations under the Agreement were subsequently reduced to notes dated and signed on about November 3, 1997. The Defendants are a partnership and since 1997 have been operating a landscaping/nursery business under the name Johnston's Nursery.

Thereafter, the Defendants paid their obligations under the Agreement and under the Notes as more particularly set forth in the pleadings. Subsequent to the Agreement and Notes being signed, the parties, over the course of years, orally modified the Agreement.

On or about December 2001, Defendants were unable, for various reasons, to provide to Plaintiff Blue Cross/Blue Shield Insurance under Paragraph Seven of the Agreement. Specifically,



the business ceased to have a group plan of which Plaintiff was a member. Of greater relevancy, Plaintiff, as a non-employee, did not qualify for coverage by the Johnston's Nursery employee plan. In addition, Plaintiff turned sixty-five (65) and qualified for Medicare and Supplemental Blue Cross/Blue Shield insurance as the parties had contemplated. Plaintiff was advised of the medical insurance issue by letter dated December 17, 2001, Exhibit A attached. Despite requests, Plaintiff did not apply for nor secure or qualify for a Blue Cross/Blue Shield medical insurance policy, which Defendants could pay or reimburse him. Defendants, by law, did not have the capacity to apply for and provide Plaintiff with insurance. Plaintiff failed or refused to act on that matter for several months. In mid 2002, Plaintiff secured medical insurance and Buyers agreed to pay him \$300.00 per month to reimburse him for the cost of the same. That Agreement was implemented. Several months of reimbursements were made by check dated 10/4/2002, Exhibit B attached. When the next check, dated 4/1/2003, Exhibit C attached, for reimbursement was tendered, Plaintiff disavowed the Agreement and returned the check. Since that time, the status of the case has not changed except for the parties' efforts to settle it.

After advising Plaintiff of the medical insurance situation by letter dated December 17, 2001, Exhibit A hereto, Plaintiff suddenly alleged in a letter forwarded by his counsel on January 17, 2002, copy attached as Exhibit D, that Defendants owed, "interest" on the \$16,000.00 Personal Loan and the \$69,000.00 Inventory Loan, which are also the subject of this litigation. Defendants contend that they paid both loans in full to Plaintiff in accordance with his oral demand and oral Agreement between the parties. In addition, Defendants have been paying since the closing in a timely manner, through the present time, the monthly installments due on the primary purchase obligation of \$267,418.00. There were two notes related to this purchase of the business.



One note for \$69,948.75 (Inventory Note) was for the purchase of nursery stock that was in the ground. Plaintiff contends that interest in a certain absolute number is due. Should the Court find that the Inventory Note was not satisfied in full as Defendants contend, the Court will find that this Note was incomplete and anticipated the parties agreeing monthly what amount was due. The Inventory Note was contemplated by the parties to be connected to the actual inventory (collateral) being utilized by Buyers on a monthly basis.

The second note for \$16,000.00 (personal loan) secured a loan made by Plaintiff to provide capital as the business started out. In accordance with the oral agreement of the parties, this loan was paid in full. There is no interest due.

**2. Witnesses:** The following witnesses may be called at trial of this action:

- A. Individual witnesses:
  - 1. Corey J. Wise, Defendant
  - 2. Craig L. Wise, Defendant
  - 3. Leo P. Wise, Plaintiff
  - 4. Beau Caldwell, 96 Country Place, DuBois, PA 15801
  - 5. John Glasl, Accountant
  - 6. Representative of Manufacturers Group Insurance Plan
- B. In addition, Defendants may call as a witness, any person named or identified in any pleading, document records or writing relating to this case within the knowledge of all parties to the case.
- C. Defendants reserve the right to call such rebuttal and/or impeachment witnesses as may be determined to be necessary as a result of testimony and/or evidence given at trial in this matter.

**3. List of Exhibits:** The following documents may be offered at trial as exhibits or serve as a basis for testimony:

- A. 4/15/1997 Agreement of Sale, Exhibit A to Complaint;
- B. Inventory Note dated 11/3/1997, Exhibit B to Complaint;
- C. Personal Judgment Note dated 11/3/1997, Exhibit C to Complaint;



- D. Letter dated 12/17/2001 from Defendants' Counsel to Plaintiff, Exhibit A of this Pretrial Statement;
- E. Letter dated 1/17/2002 from Plaintiff by Counsel to Defendants' Counsel, Exhibit D of this Pretrial Statement;
- F. \$1,500.00 check paid to Leo Wise dated 10/4/2002, Exhibit B of this Pretrial Statement;
- G. \$1,500.00 check paid to Leo Wise dated 4/1/2003, Exhibit C of this Pretrial Statement;
- H. \$14,311.75 check paid to Leo Wise dated 12/28/2001, Exhibit E of this Pretrial Statement.
- I. Personal Income Tax Returns for Leo Wise for the Years 1997 through 2001;
- J. Business Records of John Glasl, Accountant, relating to the preparation of Leo Wise's Personal Income Tax Returns for the above mentioned years;
- K. Business records of John Glasl, Accountant, relating to the preparation of Johnston's Nursery Partnership Return for the years 1997 through 2001.

**4. Legal Theory:** This case is a straightforward contract case. The issues presented by Plaintiff's three counts are severable. Full payment and satisfaction, as well as one issue of statute of limitations, are the defense with respect to the two Notes. The written contract was subsequently orally amended by the parties, relied upon and fully executed.

With respect to medical insurance, there is a certain ambiguity in the Agreement. Issues arose and were amicably compromised and settled by the parties. That settlement was relied upon by Defendants to their detriment, implemented and executed. Plaintiff subsequently has improperly attempted to disavow the compromised settlement on that issue.

**5. Evidentiary Problems:** Defendants do not foresee any extraordinary or complex evidentiary problems.

**6. Probable Stipulations of the Parties:** Defense Counsel believes that the parties will be able to stipulate to all, or at least most of all, the exhibits and documents with respect to authenticity. The meaning of the documents and the legal ramifications of the same will be for the Court to determine.

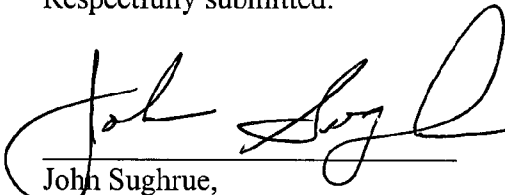


7. **Special Points for Charge**: Counsel does not foresee any extraordinary or special points for charge.

8. **Supplemental Pretrial Statement**: Defense Counsel reserves the right to supplement this Pretrial Statement as additional information or as documents become known to him and relate to matters at issue in this case.

9. **Estimated time for Trial**: One day.

Respectfully submitted:



John Sughrue,  
Attorney for the Defendants



JOHN SUGHRUE  
Attorney at Law

Phone (814) 765-1704

23 North Second Street  
Clearfield, PA 16830

Fax (814) 765-6959

December 17, 2001

Mr. Leo P. Wise  
RD 1 Box 187  
Penfield, PA 15849

RE: Conversion of Blue Cross/Blue Shield Insurance Coverage

Dear Leo,

I am writing on behalf of Corey and Craig concerning your insurance coverage. I have been representing them in general matters since you sold the business to them.

In particular, you have turned age 65 and are now eligible for Medicare coverage. Originally, the clients thought that you turned 65 in July of 2001 but now understand that your birth date was in 1935. Upon attaining age 65, you automatically qualified for Part A Medicare coverage. You will automatically receive Part B Healthcare upon making a simple application. Blue Cross/Blue Shield provides insurance that supplements the Medicare coverage and is a tried and proven program. If you apply for Blue Cross/Blue Shield supplemental insurance coverage at the same time as you apply for Part B of Medicare or at least within six months of applying for Medicare, you cannot be turned down by BC/BS. To further complicate matters, your present coverage has been provided as a member of the Manufacturing Association group policy. Johnston's Nursery coverage has changed because of the departure of another employee who is in the plan. With the need to report to the group, it is apparent that you do not qualify for the group coverage as an employee since you are not an employee of the Nursery. In addition, although I do not give tax advice, I have mentioned to the boys that the cost of your premium is probably taxable to you under IRS regulation. I have advised them that they should check with the accountant on that issue. You should also check on it since you are responsible for your personal income tax return.

At this point, Johnston's Nursery does not know for sure when the Manufacturing Group coverage will become unavailable, but it does appear prudent to conclude that coverage cannot be provided under that plan past January 31, 2002. I suggest that you secure Medicare coverage and supplemental insurance immediately. The premium for the supplemental insurance should be billed to Johnston's Nursery and it will be paid per your Sales Agreement.

There are several individuals who I believe are particularly informed with respect to supplemental coverage available to Medicare recipients. Off hand, I'm thinking of Randy Lemmo at More & Eshelman and Steve Gardner at Hembold & Stewart, Philipsburg.

EXHIBIT "A"



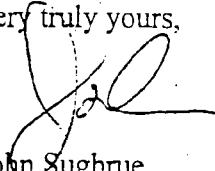
December 17, 2001

Page 2

If you have any questions, concerns or if I have overlooked anything in this matter please give me a call or have your lawyer contact me since insurance coverage was obviously a subject matter of your sales agreement. It should be a simple matter to coordinate the transfer of coverage so that you do not lose any coverage.

Thank you for considering these matters. We await your response.

Very truly yours,



John Sughrue

JS/kg

cc: Johnston's Nursery



JOHNSTON'S NURSERY  
Leo Wise

reimbursement

10/4/2002

3542  
1,500.00

Checking Account      Medical Reimbursement

OCT 1 2002      1,500.00

JOHNSTON'S NURSERY  
PH. 814-765-9081  
RR 1 BOX 189C  
PENFIELD, PA 15849

CLEARFIELD BANK & TRUST CO.  
MAIN OFFICE 11 NORTH SECOND ST.  
CLEARFIELD, PA 16830  
60-629/313


3542

10/4/2002

PAY TO THE  
ORDER OF      Leo Wise

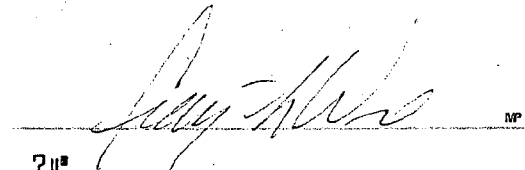
\$ \*\*1,500.00

One Thousand Five Hundred and 00/100\*\*\*\*\*

DOLLARS  SECURITY  
COPY  
ON FILE

Leo Wise  
R.D. 1 BOX 187  
Penfield, PA 15849

MEMO      Medical Reimbursement

 MP

⑈003542⑈ ⑆031306294⑆ 1 1 00465 7⑈

Exp. "B"



JOHNSTON'S NURSERY

PH. 814-765-9081  
RR 1 BOX 189C  
PENFIELD, PA 15849

CLEARFIELD BANK & TRUST CO.  
MAIN OFFICE 11 NORTH SECOND ST.  
CLEARFIELD, PA 16830  
60-629/313

3779

4/1/2003

PAY TO THE  
ORDER OF Leo Wise

\$ \*\*1,500.00

One Thousand Five Hundred and 00/100\*\*\*\*\*

DOLLARS

Leo Wise  
R.D. 1 BOX 187  
Penfield, PA 15849

MEMO MEDICAL INSURANCE

⑈003779⑈ ⑆031306294⑆ 1 1 00465 7⑈

JOHNSTON'S NURSERY

Leo Wise

4/1/2003

3779

MEDICAL INSURANCE

1,500.00

Checking Account

1,500.00

Ex b. "C"



**JAMES A. NADDEO**

ATTORNEY AT LAW  
211½ EAST LOCUST STREET  
MARINO BUILDING  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE  
(814) 765-1601  
TELECOPIER  
(814) 765-8142

ASSOCIATE  
LINDA C. LEWIS

January 17, 2002

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830

RE: Leo P. Wise v. Corey J. Wise and Craig L. Wise

Dear John:

I recently met with Leo Wise on several different occasions. There are several issues arising out of his sale of the business to Corey and Craig which must be resolved. These issues are as follows:

1. Corey and Craig's obligation, if any, to provide Blue Cross/Blue Shield coverage to Leo.
2. The failure of Corey and Craig to pay interest on the inventory and personal loan, both of which obligations are secured by notes.
3. The intended metes and bounds of the 1.2-acre reservation in the Deed from Leo to Corey and Craig.

I will refrain from addressing the merits of these issues from my client's standpoint. Suffice to say, I have been instructed to file suit to deal with these problems. In fact, I have already prepared a Complaint to recover the interest Leo claims is due to him. I am enclosing a copy of that Complaint for your consideration.

During my last conference with Leo, it occurred to me that the relationship between father and sons is incredibly strained. Frankly, I am unable to identify with such an acrimonious relationship between parent and child. I would be mortified if my children treated me so poorly. I can say, with some degree of assurance, that they would never do so. Prior to filing suit, I suggested to Leo that we attempt a meeting between the parties to determine whether father and sons can

Exp. "D"

JAN 18 2002

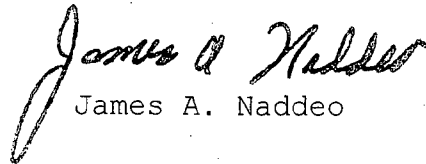


John Sughrue, Esquire  
January 17, 2002  
Page 2

reach an accommodation with each other. If so, it may help improve their personal relationship.

I will be filing the enclosed complaint as well as any other suits that may be necessary to resolve the issues outlined in this letter within the next ten days. If your clients are interested in an amicable solution, I would be willing to meet with you and your clients in an effort to do so. If I do not hear from you within ten days from the date of this letter, I will file suit accordingly.

Sincerely,

  
James A. Naddeo

JAN:srw  
cc: Mr. Leo P. Wise

Enclosure

Exb. "D"



PENFIELD, PA 15849

12/28/2001

62-14,311.75

DOLLARS

Bill

MEMO

[illegible]

Exp. "E"







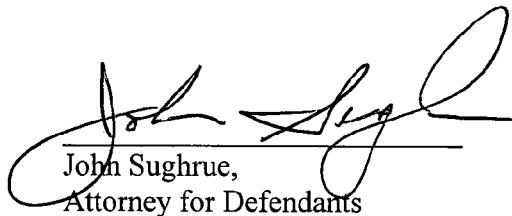
**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on January 15, 2004, I caused a true and correct copy of Defendant's Pretrial Statement, to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid  
Addressed as Follows:

James A. Naddeo, Esquire  
211 1/2 East Locust St.  
Marino Building  
Clearfield, PA 16830

Date: January 15, 2004

  
\_\_\_\_\_  
John Sughrue,  
Attorney for Defendants



**JOHN SUGHRUE**  
**Attorney at Law**

C

Phone (814) 765-1704

23 North Second Street  
Clearfield, PA 16830

Fax (814) 765-6959

January 15, 2004

Marcy Kelly, Deputy Admin.  
CLEARFIELD COUNTY COURTHOUSE  
1 N. 2<sup>nd</sup> Street  
Clearfield, PA 16830

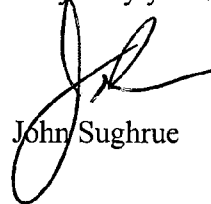
RE: Leo Wise vs. Corey Wise & Craig Wise, d/b/a Johnston's Nursery  
Defendant's Pretrial Statement

Dear Marcy,

With respect to the above, I enclose Defendant's original Pretrial Statement. I understand you will forward it to Judge Cherry.

By copy of this letter, the same is being forwarded to opposing counsel. Thank you for your attention to this matter.

Very truly yours,



John Sughrue

JS/kg  
Enclosure

cc: The Honorable Paul E. Cherry, Judge  
James A. Naddeo, Esq.  
Johnston's Nursery

**RECEIVED**

**JAN 15 2004**

**COURT ADMINISTRATOR'S  
OFFICE**



**JOHN SUGHRUE**  
**Attorney at Law**

Phone (814) 765-1704

23 North Second Street  
Clearfield, PA 16830

Fax (814) 765-6959

January 15, 2004

**RECEIVED**  
-19-04

Marcy Kelly, Deputy Admin.  
CLEARFIELD COUNTY COURTHOUSE  
1 N. 2<sup>nd</sup> Street  
Clearfield, PA 16830

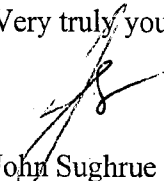
RE: Leo Wise vs. Corey Wise & Craig Wise, d/b/a Johnston's Nursery  
Defendant's Pretrial Statement

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By copy of this letter, the same is being forwarded to opposing counsel. Thank you for your attention to this matter.

Very truly yours,

  
John Sughrue

JS/kg  
Enclosure

cc: The Honorable Paul E. Cherry, Judge  
James A. Naddeo, Esq.  
Johnston's Nursery

NOTED FOR THE COURT  
SA 553A OF 1/15/04

NOTED FOR THE COURT  
SA 553A OF 1/15/04



**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
MARINO BUILDING  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE  
LINDA C. LEWIS

(814) 765-1601  
FAX: (814) 765-8142  
naddeolaw@iqnetsys.net

January 13, 2004

Marcy Kelley, Deputy Court Adm.  
Office of Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

*Recd.  
1-14-03*

Re: Wise vs. Wise  
No. 03-741-CD

Dear Ms. Kelley:

Enclosed is Plaintiff's Pre-Trial Statement. By copy of this letter, I am forwarding same to counsel of record.

Sincerely,

*James A. Naddeo*  
James A. Naddeo

JAN/jlr

Enclosure

cc: John Sughrue, Esquire (w/ enc.)

**RECEIVED**

**JAN 13 2004**

**COURT ADMINISTRATOR'S  
OFFICE**



**COURT ADMINISTRATORS  
OFFICE**



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

LEO P. WISE,	*	
an individual,	*	
Plaintiff,	*	
	*	
v.	*	No. 03 - 741 - CD
	*	
COREY J. WISE and	*	
CRAIG L. WISE, t/d/b/a	*	
JOHNSTON'S NURSERY,	*	
Defendants.	*	

**PLAINTIFF'S PRE-TRIAL STATEMENT**

NOW COMES the Plaintiff, LEO P. WISE, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

I. Factual Statement.

The parties to this action entered into a sales agreement dated April 15, 1997. This agreement provides for the Defendants to purchase the assets of a business known as Johnston's Nursery. Under the terms of the agreement, Plaintiff was to finance the entire purchase price of \$323,856.00. The purchase price was to be secured by a mortgage in the amount of \$267,418.00, an installment note in the amount of \$69,948.75 and a demand judgment note in the amount of \$16,000.00. Paragraph 7 of the agreement stated as follows:

"Medical Insurance. Buyers shall at all times maintain Blue Cross/Blue Shield insurance upon the Seller."



Buyers are delinquent upon the payments due on the installment note. Buyers are also delinquent upon the interest due on the demand note. Finally, by letter dated December 17, 2001, buyers informed Plaintiff through their counsel that Defendants had discontinued Plaintiff's medical insurance.

Plaintiff filed suit to recovery the delinquencies under the various notes and to recover the cost of Blue Cross/Blue Shield medical coverage. Plaintiff is also seeking reimbursement for medical expenses incurred out-of-pocket for the period of time he was unable to obtain medical insurance.

II. Exhibits.

- A. Contract documents and notes. See attached.
- B. Medical bills paid by Plaintiff. See attached.
- C. Cancelled checks/receipts for medical insurance.

III. Witnesses.

- A. Leo P. Wise, RD1 Box 187, Penfield, PA 15849 - damage/liability.
- B. John E. Glasl, CPA, P.O. Box 108, 33 East Fourth Street, Emporium, PA 15834 - damage.
- C. Representative of Helmbold & Stewart, Inc.



IV. Legal Theory.

Plaintiff seeks to recover damages for breach of contract and for non-payment of notes securing the purchase of the assets of Johnston's Nursery.

V. Damages.

A. Out-of-pocket medical expenses - \$2,684.31.

B. Cost of insurance premium - \$331.50 per month.

See attached billing.

C. Amount due on installment note. See attached calculations John E. Glasl, CPA.

D. Interest on demand note - \$996.80 per year commencing November 3, 1997, to date of trial (per diem \$2.73).

VI. Extraordinary Evidentiary Problems.

None

VII. Stipulations.

None

VIII. Special Points for Charge.

None



IX. Estimated Time for Trial.

One (1) day.

Respectfully submitted,

A handwritten signature in cursive script that reads "James A. Naddeo". The signature is written in dark ink and is positioned above a horizontal line.

James A. Naddeo, Esquire  
Attorney for Plaintiff



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

LEO P. WISE,  
an individual,  
Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,  
Defendants.

\*  
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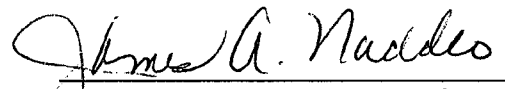
No. 03 - 741 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Plaintiff's Pre-Trial Statement filed in the above-captioned action was mailed to the following person and in the following manner on the 13th day of January, 2004:

First-Class Mail, Postage Prepaid

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff



AGREEMENT OF SALE

THIS AGREEMENT made the 15<sup>th</sup> day of April, 1997, by and between LEO P. WISE, a single individual, of R. D., Box 187, Penfield, Pennsylvania, hereinafter referred to as "SELLER",

AND

COREY J. WISE and CRAIG L. WISE, co-partners, trading and doing business as Johnston's Nursery, of R. D., Penfield, Pennsylvania, hereinafter referred to as "BUYERS".

WHEREAS, Leo P. Wise is the owner of certain land and buildings located in Huston Township and Pine Township, Clearfield County, Pennsylvania, which property is more particularly hereinafter described; and

WHEREAS, Leo P. Wise is the owner of inventory and equipment which is more particularly described in Exhibit "A"; and

WHEREAS, Seller desires to sell the various assets owned by him upon the terms and conditions hereinafter set forth; and

WHEREAS, Buyers have agreed to purchase the assets of Seller upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar, the parties agree as follows:



1. Purchase and Sale. Seller agrees to sell and deliver to Buyers who agree to purchase for the considerations and under the terms and conditions hereinafter set forth, the following assets:

A. All those certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin on the east side of Route 153, between Penfield and Clearfield at the southern line of land now or formerly of Joseph W. Colby; thence along line of land now or formerly of Joseph W. Colby South eighty-two (82°) degrees forty-one (41') minutes East 760.5 feet to an iron pin; thence by land now or formerly of John F. Lawson South seven (7°) degrees nineteen (19') minutes West 236 feet to an iron pin; thence by Lawson land South eighty-eight (88°) degrees forty-four (44') minute East 198 feet; thence continuing by Lawson North seven (7°) degrees nineteen (19') minutes East to line now or formerly of Colby; thence South eighty-two (82°) degrees forty-one (41') minutes East 20 feet to an iron pin; thence by line of land now or formerly of Harry Cupplo, et al., the following courses and distances: South seven (7°) degrees nineteen (19') minutes West 250 feet, South eighty-two (82°) degrees forty-one (41') minutes East 244.9 feet, North sixty-four (64°) degrees thirty-five (35') minutes East 284.8 feet, North six (6°) degrees twenty-five (25') minutes east 96.3 feet to iron pin at line of land now or formerly of Adam Barnett; thence South eighty-two (82°) degrees forty-one (41') minutes East 20 feet to land now or formerly of Germain W. Gill; thence by line now or formerly of Gill South six (6°) degrees thirty-five (35') minutes West 250 feet to iron pin; thence continuing by land now or formerly of Gill South twenty-eight (28°) degrees forty-one (41') minutes East 250 feet to State Forest Land; thence South six (6°) degrees thirty-five (35') minutes West on painted and blazed line 759.76 feet to old iron pin;



thence by line of land now or formerly of Dominic Lodo and Edward Bell North eighty-three (83°) degrees thirteen (13') minutes West to a post at line of other land now or formerly of Leo P. Wise; thence by line of other land now or formerly of Wise in a northwesterly direction to iron pin on the east side of Pennsylvania State Highway Route 153; thence North fourteen (14°) degrees twelve (12') minutes West 682 feet along said route to an iron pin the place of beginning.

Under and Subject to the right of grantors and those claiming under them to the use in common with the grantees herein of a 16 foot road, the north side of which is the northern boundary line of the above described premises together with two twenty foot roads leading therefrom, the first being situate between the premises of John F. Lawson and Harry Cupplo, et al, and the second being between the premises of harry Cupplo, et al., and Germain W. Gill.

THE SECOND THEREOF: BEGINNING at a point on the west side of Route 153 on the south line of land now or formerly of Joseph W. Colby; thence South fourteen (14°) degrees twelve (12') minutes East 245 feet to an iron pin on land now or formerly of Andrew M. Johnston; thence along land now or formerly Andrew W. Johnston the following courses and distances: South seventy-five (75°) degrees forty-six (46') minutes West 202.4 feet to iron pin, South eight (8°) degrees five (5') minutes West 362.6 feet to iron pin, North fifty-six (56°) degrees fifty-five (55') minutes East 359.1 feet to iron pin at Route 153; thence along Route 153 South fourteen (14°) degrees twelve (12') minutes East 411.4 feet to iron pin at the northeast corner of land now or formerly of Gerald A. Kephart; thence along land now or formerly of Kephart the following course and distances: South seventy-three (73°) degrees fifty-four (54') minutes West 214.2 feet, North twenty-three (23°) degrees forty (40') minutes West 92 feet, North eighty-three (83°) degrees thirteen (13') minutes West 207.8 feet, South nine (9°) degrees fourteen (14') minutes East 194.26 feet to iron pin on line of land now or formerly of Berton Thompson; thence along land now or formerly of Thompson by line blazed and painted North eighty-three (83°) degrees



thirteen (13') minutes West 766 feet to an iron pin; thence along State Forest Lands by line blazed and painted North seven (7°) degrees seven (7') minutes East 1034.96 feet to iron pin; thence south eighty-two (82°) degrees forty-one (41') minutes East by line blazed and painted 450 feet to iron pin; thence by land now or formerly of Donald L. Whaling the following courses and distances: South thirteen (13°) degrees thirty-five (35') minutes West 163.4 feet; South eighty-nine (89°) degrees twenty (20') minutes East 174.7 feet; North six (6°) degrees twenty-six (26') minutes East 142 feet to line of land now or formerly of Joseph W. Colby; thence south eighty-two (82°) degrees forty-one (41') East 220 feet more or less to point on west side of Route 153, the place of beginning.

EXCEPTING and RESERVING camp and one acre surrounding said camp along with right-of-way for access to the camp.

Assessment Map Nos. 119-H4-4 and 4.1.

BEING the same premises conveyed to the Grantor herein by deed of Leo P. Wise, et al dated February 9, 1990 and recorded in Clearfield County Deed and Record Book 1329, page 172.

ALL that certain piece or parcel of land situate in the Township of Pine, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING in center of LR 17092 at southeast corner of 1.0 acre lot to be conveyed to Leo Wise and Karen Wise; thence along said lot North six (6°) degrees zero (0') minutes West 245 feet; thence along said lot and land to be conveyed to Karen Wise North twenty (20°) degrees ten (10') minutes West 407 feet; thence along land now or formerly of Joe Owens South eighty-three (83°) degrees fifty (50') minutes East 306 feet; thence along center of old road the following: South seventeen (17°) degrees forty (40') minutes East 141 feet, South twenty (20°) degrees ten (10') minutes East 104 feet, South



twelve (12°) degrees thirty (30') minutes East 122 feet, South sixteen (16°) degrees five (5') minutes East 100 feet, and South thirteen (13°) degrees forty (40') minutes East 212 feet; thence along center of LR 17092 by a curve to the right the chord of which is North seventy-nine (79°) degrees forty (40') minutes West 326 feet to the place of beginning. Containing 3.9 acres.

EXCEPTING and RESERVING house and 1.2 acres surrounding said house along with right-of-way for access to the house.

Assessment Map No. 127-H4-9.

BEING the same premises conveyed to the Grantor herein by deed of Leo P. Wise, et al dated February 9, 1990 and recorded in Clearfield County Deed and Record Book 1329, page 167.

B. Equipment as set forth in Exhibit "A" which is attached hereto and made a part hereof;

C. Inventory.

2. Purchase Price. The total consideration for this sale is Three hundred twenty-three thousand eight hundred fifty-six (\$323,856.00) Dollars to be allocated as follows:

A. Land	\$ 50,000.00
B. Building	123,905.00
C. Vehicles & Equipment	86,638.00
D. Goodwill	5,000.00
E. Inventory	69,948.75

3. Method of Payment. Buyers shall deliver to Seller at time of closing, a mortgage and note in the amount of Two hundred sixty-seven thousand four hundred eighteen (\$267,418.00)



Dollars with interest at Eight (8%) per cent per annum payable on March 15, 2013.

Buyers shall also deliver to Seller an Installment Note in the amount of Sixty-Nine thousand nine hundred forty-eight and 75/100 (\$69,948.75) Dollars with interest at the rate of 6.8% payable in quarterly installments for purchase of inventory.

Buyers shall also deliver to Seller a Demand Judgment Note in the amount of Sixteen thousand (\$16,000.00) Dollars with interest at the rate of 6.23%.

4. At settlement Seller agrees to deliver to buyers a good and sufficient deed in fee simple conveying the above-described land with buildings to Buyers free and clear of all liens and encumbrances. Seller further agrees to deliver to buyers at settlement a bill of sale conveying to Buyers the equipment and inventory herein agreed to be sold free and clear of all liens and encumbrances.

5. Transfer Taxes. All real estate transfer taxes, if any, will be divided equally between Buyers and Seller.

6. Real Estate Taxes. All real estate taxes shall be apportioned between Buyers and Seller as of the date of settlement.

7. Medical Insurance. Buyers shall at all times maintain Blue Cross/Blue Shield insurance upon the Seller.



8. Heirs and Assigns. The said parties hereby bind themselves, their heirs, executors and administrators, and assigns for the faithful performance of this Agreement as set forth above.

9. Assignability. It is expressly understood that the Buyers shall not transfer or assign this Agreement without the prior written consent of Seller.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

Michael M. Gale-Sorah

SELLER:

Leo P. Wise (SEAL)  
Leo P. Wise

BUYERS:

Michael M. Gale-Sorah

Corey P. Wise (SEAL)  
Corey P. Wise

Michael M. Gale-Sorah

Craig L. Wise (SEAL)  
Craig L. Wise



Schedule "A"

1991 Ford F350 Truck, Serial No. 1FDKF37GOMNB01491

1991 Ford F350 Truck, Serial No. 1FDKF37GZMNA97394

1980 Ford F600 Truck, Serial No. F61HVGA1309

Ford Tractor 3600, Serial No. D4NN6015F

Skidsteer Loader - New Holland L 785, Serial No. 847942



INSTALLMENT NOTE

\$ 69,948.75

Nov 3, 1997

FOR VALUE RECEIVED, we promise to pay to the order of LEO P. WISE, of R. D., Box 187, Penfield, Pennsylvania 15849, without offset, the sum of Sixty-nine thousand nine hundred forty-eight and 75/100 (\$69,948.75) Dollars, with interest at the rate of 6.8 per cent per annum, in quarterly installments. The amount of payment shall be agreed upon quarterly at Seller's cost. If cost cannot be agreed upon the current catalogue value of inventory will be employed in the quarterly calculation. The first installment payable will be payable on June 30, 1997, and the remaining installments on the same day of each month thereafter. On non-payment of any installment when due, all remaining installments shall become immediately due and payable at the option of the holder and without notice. We understand that anticipation of payment is not permitted. If this note is placed in the hands of an attorney for collection, we agree to pay as a reasonable attorney's fee fifteen (15%) percent in the amount due and owing on this note. To secure payments of this note we hereby authorize, irrevocably, the Prothonotary, Clerk of Court, or any Attorney of any Court of Record to appear for us in such Court, at any time before or after maturity and confess a judgment against us in favor of any holder of this note with or without the filing of an Averment of Default, with

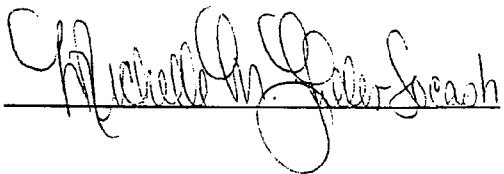


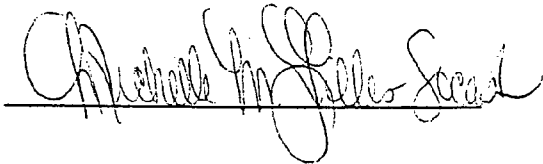
release of errors, without stay of execution, and for such amount as may appear to be unpaid thereon, together with charges, attorney's fees and costs as herein provided, and we hereby waive and release all benefit and relief from any and all appraisement, stay, or exemption laws of any State, now in force or hereafter to be passed.


Upon Lender's death, Borrowers shall have no further obligation to make payment under the terms of this instrument except to the extent that there may be a delinquency as to payment of principal or interest in which instance Borrowers will pay such delinquency to Lender's estate within fifteen (15) days from date of death.

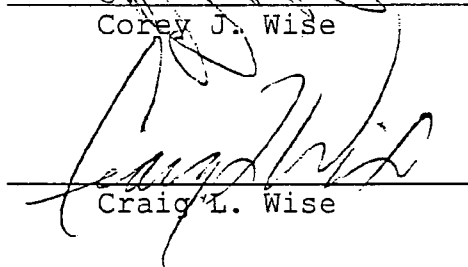
IN WITNESS WHEREOF, we have signed this note on the day and year first above written.

WITNESS:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_ (seal)  
Corey J. Wise

  
\_\_\_\_\_ (seal)  
Craig L. Wise



JUDGMENT NOTE

\$16,000.00

Nov 3, 1997

FOR VALUE RECEIVED, COREY J. WISE, single, of R.D. 1, Box 188, Penfield, Pennsylvania, and CRAIG L. WISE an individual, of R. D. 1, Box 169B, Penfield, Pennsylvania, ("Makers") hereby promise to pay to the order of LEO P. WISE, ("Payee") the principal sum of Sixteen Thousand (\$16,000.00) Dollars, together with interest at the rate of 6.23% per annum from this date until paid.

And further, Makers do hereby jointly and severally authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and to enter judgment against them, or any of them, in favor of any holder of this note for the above sum with interest as aforesaid, costs of suit, release of errors, without stay of execution, and with Fifteen (15%) per cent added as a reasonable attorney's fee, and Makers hereby waive and release all benefit and relief from any and all appraisement, stay or exemption laws of any state now in force or hereafter enacted.


Upon Lender's death, Borrowers shall have no further obligation to make payment under the terms of this instrument except to the extent that there may be a delinquency as to payment of principal or interest in which instance Borrowers will pay such



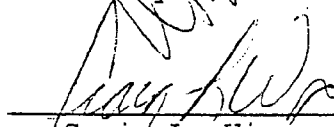
delinquency to Lender's estate within fifteen (15) days from date of death.

WITNESS:

Michelle M. Gules-Sorah

 (SEAL)  
Corey J. Wise

Michelle M. Gules-Sorah

 (SEAL)  
Craig L. Wise



JOHN SUGHRUE  
Attorney at Law

---

Phone (814) 765-1704

23 North Second Street  
Clearfield, PA 16830

Fax (814) 765-6959

December 17, 2001

Mr. Leo P. Wise  
RD 1 Box 187  
Penfield, PA 15849

RE: Conversion of Blue Cross/Blue Shield Insurance Coverage

Dear Leo,

I am writing on behalf of Corey and Craig concerning your insurance coverage. I have been representing them in general matters since you sold the business to them.

In particular, you have turned age 65 and are now eligible for Medicare coverage. Originally, the clients thought that you turned 65 in July of 2001 but now understand that your birth date was in 1935. Upon attaining age 65, you automatically qualified for Part A Medicare coverage. You will automatically receive Part B Healthcare upon making a simple application. Blue Cross/Blue Shield provides insurance that supplements the Medicare coverage and is a tried and proven program. If you apply for Blue Cross/Blue Shield supplemental insurance coverage at the same time as you apply for Part B of Medicare or at least within six months of applying for Medicare, you cannot be turned down by BC/BS. To further complicate matters, your present coverage has been provided as a member of the Manufacturing Association group policy. Johnston's Nursery coverage has changed because of the departure of another employee who is in the plan. With the need to report to the group, it is apparent that you do not qualify for the group coverage as an employee since you are not an employee of the Nursery. In addition, although I do not give tax advice, I have mentioned to the boys that the cost of your premium is probably taxable to you under IRS regulation. I have advised them that they should check with the accountant on that issue. You should also check on it since you are responsible for your personal income tax return.

At this point, Johnston's Nursery does not know for sure when the Manufacturing Group coverage will become unavailable, but it does appear prudent to conclude that coverage cannot be provided under that plan past January 31, 2002. I suggest that you secure Medicare coverage and supplemental insurance immediately. The premium for the supplemental insurance should be billed to Johnston's Nursery and it will be paid per your Sales Agreement.

There are several individuals who I believe are particularly informed with respect to supplemental coverage available to Medicare recipients. Off hand, I'm thinking of Randy Lemmo at More & Eshelman and Steve Gardner at Hembold & Stewart, Philipsburg.

EXHIBIT "D"

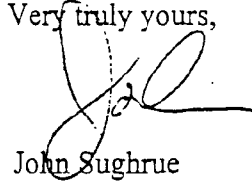


Leo P. Wise  
December 17, 2001  
Page 2

If you have any questions, concerns or if I have overlooked anything in this matter please give me a call or have your lawyer contact me since insurance coverage was obviously a subject matter of your sales agreement. It should be a simple matter to coordinate the transfer of coverage so that you do not lose any coverage.

Thank you for considering these matters. We await your response.

Very truly yours,

A handwritten signature in black ink, appearing to be 'JS' followed by a stylized flourish.

John Sughrue

JS/kg

cc: Johnston's Nursery



Medical bills

Eckerd Drugs	\$1,599.63
Reynoldsville Med Ctr	48.03
DuBois Radiologists I	53.63
DuBois Hospital	123.59
DuBois Hospital	<u>859.43</u>
Total	<u>\$2,684.31</u>
Landscape One	
Group Insurance Billing	
3 months @ \$331.50	<u>994.50</u>
	\$3,678.81



04-Sep-02

## T I E N T   H I S T O R Y

Page 1

00/00/00 TO 00/00/00

LEO WISE  
 RR 1 Box 187  
 PENFIELD PA 158499801  
 (814)765-3644  
 Birthdate: 07/14/35 Sex: M  
 Social Security No:

Eckerd Drugs #6210  
 690 Shaffer Road  
 DuBois PA 15801  
 License #

Date	Rx NO.	Ref. NO.	Drug Name	Unit	NDC	Dispensed Qty	Day Sup	Doctor Name	R.Ph. Init.	Third Party Authorization	Patient Pays
04/15/02	6250858	01	METFORMIN 500MG TABS	TA	00093-1048-01	120.000	30	Dr. VARACALLO	SJM	21053754924999	64.34
04/15/02	6245558	03	COZAAR 100MG TABS	TA	00006-0960-58	30.000	30	Dr. Peck	SJM	21053756617999	68.93
04/15/02	6245559	03	ACTOS 15MG TABS	TA	64764-0151-05	30.000	30	Dr. Peck	SJM	21053761194999	109.79
04/29/02	6233461	05	SEREVENT INH. AER.	AE	00173-0464-00	13.000	30	Dr. VARACALLO	SJM	21193379456998	79.10
04/29/02	6245562	03	SINGULAIR 10MG TABS	TA	00006-0117-54	30.000	30	Dr. Peck	SJM	21193409675999	106.10
04/29/02	6243565	04	LIPITOR 40MG TAB	TA	00071-0157-23	30.000	30	Dr. VARACALLO	SJM	21193411641999	109.70
04/29/02	6245561	03	SYNTHROID 0.1MG TABS	TA	00048-1070-03	30.000	30	Dr. Peck	SJM	21193404942999	16.73
05/14/02	6245561	04	SYNTHROID 0.1MG TABS	TA	00048-1070-03	30.000	30	Dr. Peck	RJD	21344117445999	16.73
05/14/02	6245559	04	ACTOS 15MG TABS	TA	64764-0151-05	30.000	30	Dr. Peck	RJD	21344127596999	109.79
05/14/02	6250858	02	METFORMIN 500MG TABS	TA	00093-1048-01	120.000	30	Dr. VARACALLO	RJD	21344109917999	64.34
05/14/02	6245562	04	SINGULAIR 10MG TABS	TA	00006-0117-54	30.000	30	Dr. Peck	RJD	21344120639999	106.10
05/14/02	6233461	06	SEREVENT INH. AER.	AE	00173-0464-00	13.000	20	Dr. VARACALLO	RJD	21344114556999	79.10
05/14/02	6255176	00	METHYLPREDNISOLONE DOSPA	EA	59762-3327-01	21.000	6	Dr. VARACALLO	RJD		17.09
05/14/02	7255178	00	GLUCOMETER ELITE STRIPS	EA	00193-3942-21	100.000	50	Dr. VARACALLO	RJD	02051410403401	72.99
05/14/02	6245558	04	COZAAR 100MG TABS	TA	00006-0960-58	30.000	30	Dr. Peck	RJD	21344125854999	68.93
06/05/02	6245561	05	SYNTHROID 0.1MG TABS	TA	00048-1070-03	30.000	30	Dr. Peck	SJM	21563335102999	16.73
06/05/02	6245559	05	ACTOS 15MG TABS	TA	64764-0151-05	30.000	30	Dr. Peck	SJM	21563336977999	109.79
06/05/02	6243565	05	LIPITOR 40MG TAB	TA	00071-0157-23	30.000	30	Dr. VARACALLO	SJM	21563339265999	109.70
06/20/02	6257648	00	COMBIVENT INH	AE	00597-0013-14	14.700	30	Dr. Peck	RJD	21714799305999	47.52
06/20/02	6257645	00	PLAVIX 75MG TABS	TA	63653-1171-01	30.000	30	Dr. Turner	RJD	21714782405999	114.29
06/20/02	6257646	00	ALTACE 10MG CAPS	CA	61570-0120-01	30.000	30	Dr. Turner	RJD	21714788831999	54.35
06/20/02	6257652	00	PREDNISONE 10MG TABS	TA	53489-0139-10	18.000	9	Dr. Peck	RJD	21714852656999	8.09
06/28/02	6258130	00	ZITHROMAX 250MG TABS Z P TA	TA	00069-3060-75	6.000	5	Dr. VARACALLO	RJD	21794501600999	49.40

Total Patient Pays: \$1,599.63

I hereby certify that these drugs and medicines were dispensed to the above named person(s) by order of his (or her) personal physician.

ECKERD DRUGS #6210

690 Shaffer Road  
 DuBois, PA 15801

Date: 04-Sep-02

Pharmacist Signature: A. DeMare



48.03

6.97-


0.00

0.00

orm  
Phone: 814-653-8222

**PAY THIS AMOUNT** 

48.03

Account Analysis	Total	Current	30 - 60	61 - 90	91 - 120	120 +	PATIENT BALANCE AMOUNT DUE 
Insurance Balance	55.00	55.00	0.00	0.00	0.00	0.00	
Patient Balance	48.03	0.00	48.03	0.00	0.00	0.00	
<b>Account Balance</b>	<b>103.03</b>						



23

CT THORAX W

29

100.00

53. 63

Adj: Mgr Write HGS ADMINIST

39.75-

Plan Payment: HGS ADMINIST

6.62-

mcr deductible 51.97

0.20

Plan Payment: 65 SPECIAL C


65 sp reject no coverage

0001

Phone: 814-371-1784

53.63

~~Leo P. Wise~~

Account Analysis		Total	Current	30 - 60	61 - 90	91 - 120	120 +	PATIENT BALANCE AMOUNT DUE 
Insurance Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Patient Balance	53.63	53.63	0.00	0.00	0.00	0.00	0.00	
Account Balance	53.63							



ACCOUNT NUMBER	PATIENT NAME	SERVICE DATE 1	SERVICE DATE FROM	PATIENT TYPE
----------------	--------------	----------------	-------------------	--------------

0208100501      LEO WISE      03/27/02      03/27/02      OPW MC

03/31/02	Billed Balance	1,302.00
04/22/02	MEDICARE PAYMENT	1,178.41CR
05/01/02	BLUE CROSS PAYMENT	0.00
	Account Balance	123.59
	Estimated Insurance Liability	0.00
	Patient Responsibility	123.59

MEDICARE HAS PAID THEIR PORTION OF THIS BILL.  
 THE REMAINING BALANCE IS OWED BY YOU, PLEASE REMIT PAYMENT. IF YOU HAVE  
 QUESTIONS OR NEED AN ITEMIZED BILL, PLEASE CALL 814-375-4200.

PAYMENTS may be taken to the East or West registration areas  
 or to the Business Office located at 207 Hospital Avenue.

TOTAL ACCOUNT BALANCE

123.59

*DuBois  
Hsp.*



ACCOUNT NUMBER	PATIENT NAME	SERVICE DATE T	SERVICE DATE FROM	PATIENT TYPE
----------------	--------------	----------------	-------------------	--------------

0216600247	LEO WISE	06/15/02	06/20/02	I/P SM
------------	----------	----------	----------	--------

07/07/02	Billed Balance	25,797.00
07/07/02	MEDICARE INPATIENT DRG	13,755.93CR
07/23/02	MEDICARE PC OUTPATIENT	153.75CR
07/23/02	MEDICARE PC OUTPATIENT	20.94CR
07/23/02	MEDICARE PC OUTPATIENT	13.95CR
07/24/02	MEDICARE PC INPATIENT	107.81CR
07/24/02	MEDICARE PC INPATIENT	51.84CR
07/24/02	MEDICARE PC INPATIENT	34.56CR
07/26/02	MEDICARE PAYMENT	10,798.79CR

Account Balance	859.43
Estimated Insurance Liability	0.00
Patient Responsibility	859.43

MEDICARE HAS PAID THEIR PORTION OF THIS BILL.  
 THE REMAINING BALANCE IS OWED BY YOU, PLEASE REMIT PAYMENT. IF YOU HAVE  
 QUESTIONS OR NEED AN ITEMIZED BILL, PLEASE CALL 814-375-4200.

PAYMENTS may be taken to the East or West registration areas  
 or to the Business Office located at 207 Hospital Avenue.

TOTAL ACCOUNT BALANCE

859.43

*AuBois  
H.P.*



# TRANSACTION REPORT

## Landscape One

Account 080332  
 Date 07/08/2002  
 Page 1

Name ID Number	Description	Life	LTD	STD	Health	65 Special	Dental	Vision	SIAdmin	Admin Fee	Total Premium
Smith, Carol 205625328 07/01/2002 Add Member					299.38 299.38		19.39 19.39	2.32 2.32		10.41 10.41	331.50 331.50
Wise, Leo 206249135 07/01/2002 Add Member					299.38 299.38		19.39 19.39	2.32 2.32		10.41 10.41	331.50 331.50
Wise, Sandra 200262761 07/01/2002 Add Member					299.38 299.38		19.39 19.39	2.32 2.32		10.41 10.41	331.50 331.50
Transactions:											994.50
Other miscellaneous adjustments:											0.00
Total:											994.50
<div> <div> Total adjusted premium for July 2002  Amount paid for July 2002  Adjustment for this billing </div> <div> \$1,004.50  \$885.31  \$119.19 ❖ </div> </div>											

❖ Resulting Billing Adjustment must be paid with your August 2002 payment. This amount cannot be carried onto your September invoice. If you should have any questions regarding this Billing Adjustment, please call our office at (800) 222-3160.



P.O. Box 108 33 East Fourth Street  
Emporium, PA 15834  
814-486-0612  
814-486-1477 Fax

John E. Glasl CPA  
Judd A. Schager CPA

# Fax

CRAIG WISE / CORCY WISE / LEO WISE

To: \_\_\_\_\_ From: JOHN GLASL

Fax: 814 765 5007 Pages: 2 INCLUDING COVER

Phone: \_\_\_\_\_ Date: 4-16-02 &

Re: INVENTORY / NOTES PAYABLE CC: \_\_\_\_\_

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

ATTACHED IS OUR SCHEDULE OF THE  
INTEREST AND PRINCIPAL PAYMENTS.

SORRY, I WILL NOT BE BACK IN THE OFFICE  
UNTIL THURSDAY AFTERNOON!



Leo Wise

7-16-02

	3-31-97	6.8%			69948.75
		TOTAL PAID	INT	Prin Paid	BALANCE
231 days	11-30-97	11589	3009.93	8579.07	61369.68
		<del>4756.52</del>	<del>365</del>	<del>231</del>	
348	11-13-98	14311.75	3977.64	10334.11	51035.57
405	12-23-99	14311.75	3851.55	10460.00	40575.37
392	12-30-00	14311.75	2812.32	11499.43	29075.94
363	12-28-01	14311.75	1967.46	12344.29	16731.65
		<u>68836.00</u>	<u>15618.90</u>	<u>53217.10</u>	

ORIGINAL LOAN + INTEREST 69948.75  
TOTAL PAID 68836.00

STILL DUE 1112.75

ABOVE INTEREST PAID

THAT REDUCED PRINCIPAL 15618.90

DUE LEOWISE 16731.65  
plus 6.8 Interest from 12-28-01  
until Date Paid —

Plus 6.8% Int To 12-28-02 1137.75

BALANCE DUE 17869.40

Plus Daily \$3.33 until Paid



JAMES A. NADDEO  
ATTORNEY AT LAW  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin



Date: 01/15/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 10:31 AM

ROA Report

Page 1 of 1

Case: 2003-00741-CD

Current Judge: Paul E. Cherry

Leo P. Wise vs. Corey J. Wise, Craig Wise

Civil Other

Date		Judge
05/15/2003	Filing: Civil Complaint Paid by: James Naddeo, Esq. Receipt number: 1860240 Dated: 05/15/2003 Amount: \$85.00 (Check) 2 cc to Shff.	No Judge ✓
06/02/2003	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge ✓
06/03/2003	Praecipe for Appearance on behalf of Defendant filed by John Sughrue, Esq. 1 CC to Atty.	Paul E. Cherry ✓
06/10/2003	Answer and New Matter. filed by s/John Sughrue, Esquire Verification s/Corey J. Wise, s/Craig L. Wise Certificate of Service 1 cc to Atty	No Judge ✓
07/03/2003	Answer To New Matter. filed by s/James A. Naddeo, Esquire Certificate of Service Verification s/Leo P. Wise 1 cc to atty	No Judge ✓
09/03/2003	Praecipe To List For Trial. filed by s/James A. Naddeo, Esquire Certificate of Service 1 cc Copy to CA	No Judge ✓



No. 03-1114-CD

#5 ✓

11/14/03\*

JAMES M. MCHUGH and MARIE  
MCHUGH, husband and wife

James A. Naddeo, Esquire

vs.

ANN ZAZWORSKY, an individual

David C. Mason, Esquire

---

No. 03-867-CD

#6 ✓

12/1/03\*

MARY A. OLSON, an individual

James A. Naddeo, Esquire

vs.

DAVID E. OLSON, an individual

James N. Bryant, Esquire

---

\*Date Placed on Trial List



FILED

03:35 PM NOV 11

OCT 15 2004

EOK

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LEO P. WISE

:

VS.

: NO. 03-741-CD

COREY J. WISE, et al

:

SETTLEMENT AGREEMENT

NOW, this 22nd day of January, 2004, the parties agree to settle this case as follows:

1. With respect to Count I, it is agreed that Defendants will pay to Plaintiff the sum of \$10,600, said sum to be added to the current outstanding principal balance of mortgage between the parties dated November 3, 1997, and recorded DRBV 1885, Page 587, and thereafter to be paid as additional monthly installment with interest as provided in said mortgage until the total principal sum is due;

2. With respect to Count II, the \$16,000 note is deemed paid in full;

3. With respect to Count III, Defendants acknowledge that they owe the Plaintiff \$300 per month commencing February 2002 through the date the mortgage referred to in Paragraph 1 hereof is paid in full. Defendants will pay to Plaintiff within thirty (30) days of the date of this Order the amount due through February 2004, with credit due in the amount of \$1,500, which Plaintiff acknowledges. Thereafter, Defendants shall continue to pay to Plaintiff the sum of \$300



per month on or before the 15th day of each month until the mortgage referred to herein has been fully paid;

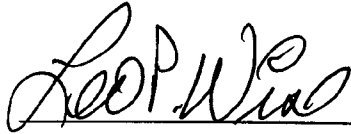
4. Defendants shall deliver to Plaintiff a quitclaim deed for the property located in Pine Township, Clearfield County, PA, consisting of 1.207 acres as described in the map attached hereto, said property constituting a more specific description of the 1.2 acres reserved by Plaintiff in a prior deed to Defendants. Defendants will also deliver to Plaintiff an easement for the term of Plaintiff's life for the property depicted on the map attached hereto consisting of .277 acres;

5. Defendants shall deliver to Plaintiff a quitclaim deed for the property located in Huston Township, Clearfield County, PA, described in the subdivision prepared by Curry and Associates in the form previously approved by counsel for Plaintiff, which deed shall include the easement depicted in the subdivision, said property constituting a more specific description of the one acre and right of way reserved by Plaintiff in a prior deed to Defendants;

6. Upon implementation of this settlement, Plaintiff agree to mark the case settled and discontinued.

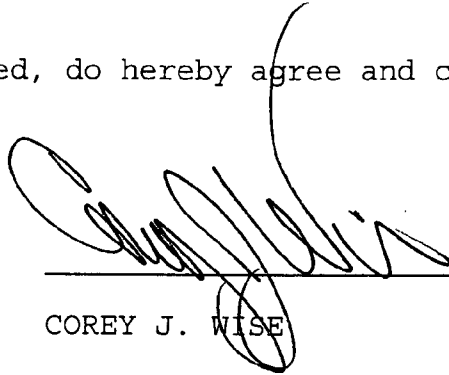


We, the undersigned, do hereby agree and consent to  
the foregoing:



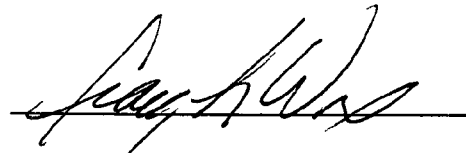
LEO P. WISE

PLAINTIFF



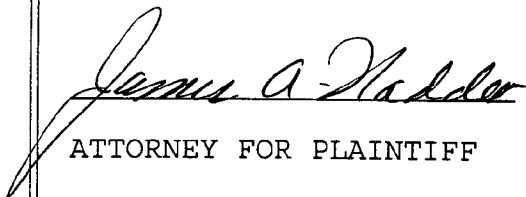
COREY J. WISE

DEFENDANT

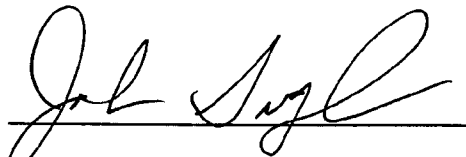


CRAIG L. WISE

DEFENDANT



ATTORNEY FOR PLAINTIFF



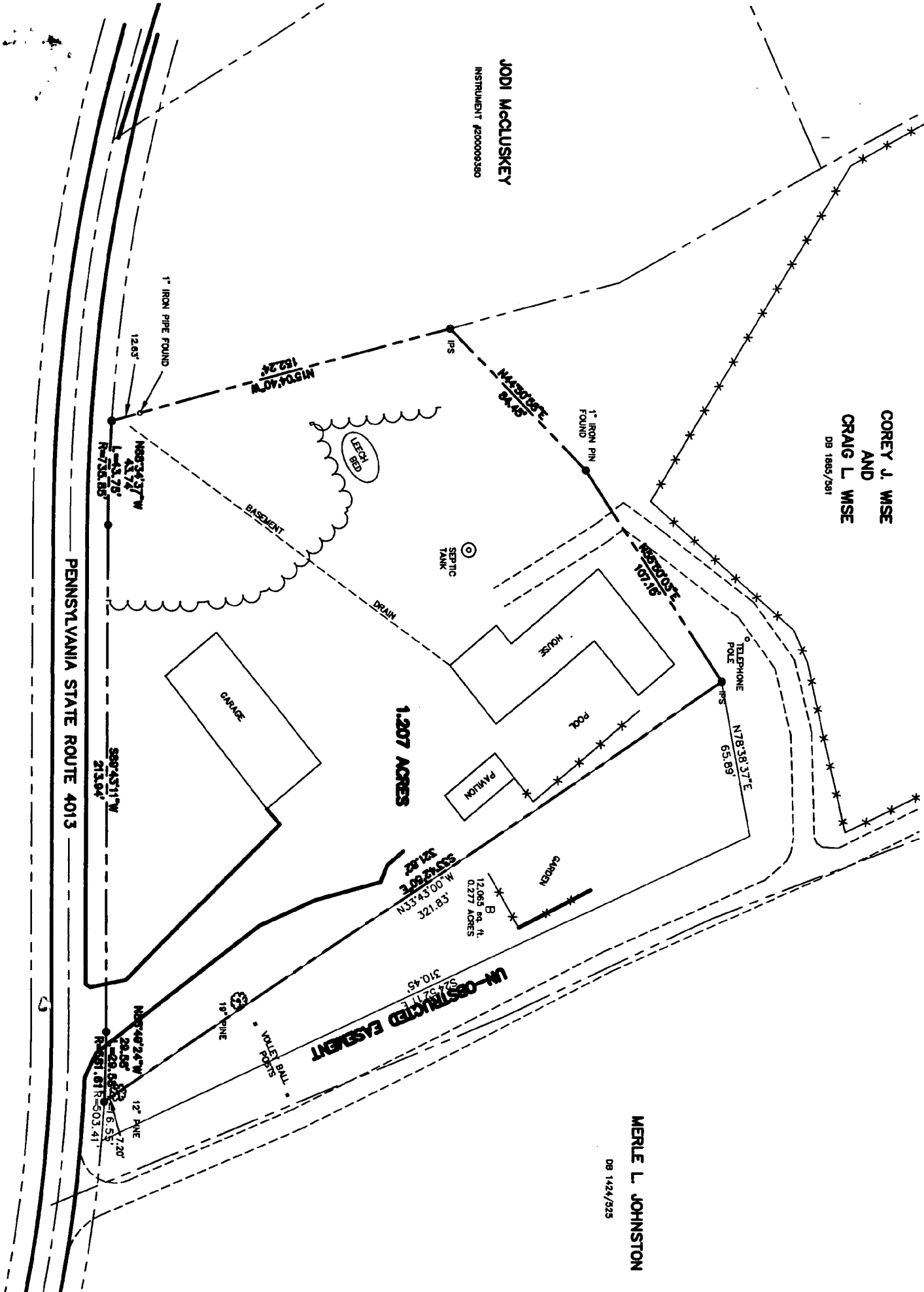
ATTORNEY FOR DEFENDANT



DB 1885/581

DB 1424/525

INSTRUMENT #2000009380





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

LEO P. WISE,  
an individual,  
Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,  
Defendants.

No. 03 - 741 - CD

Type of Pleading:

**PRAECIPE TO SETTLE AND  
DISCONTINUE**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**  
M 10:50 AM 10/18/04  
copy to CH  
OCT 18 2004

William A. Shaw  
Prothonotary



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

LEO P. WISE,  
an individual,  
Plaintiff,

v.

COREY J. WISE and  
CRAIG L. WISE, t/d/b/a  
JOHNSTON'S NURSERY,  
Defendants.

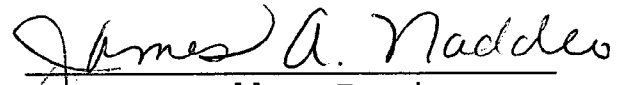
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No. 03 - 741 - CD


**PRAECIPE TO SETTLE AND DISCONTINUE**

To the Prothonotary:

Please mark the above-captioned case settled and  
discontinued.

  
James A. Naddeo, Esquire  
Attorney for Plaintiff



  
CLEARFIELD, PENNSYLVANIA 16830  
P.O. BOX 552  
ATTORNEY AT LAW  
**JAMES A. NADDEO**

Lap over margin



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

**CIVIL DIVISION**

**Leo P. Wise**

**Vs.**

**No. 2003-00741-CD**

**Corey J. Wise  
Craig Wise**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 18, 2004, marked:

Discontinued, Settled, and Ended.

Record costs in the sum of \$140.89 have been paid in full by Atty. Naddeo.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of October A.D. 2004.-

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William A. Shaw, Prothonotary