

05-822-CD

Curwens, Feed vs. S. Fairman et al

2005-822-CD

Curwensville Feed Store v. Scott Fairman

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

JUN 10 2005
12:30 PM

William A. Shaw
Prothonotary/Clerk of Courts
NOTICE TO DEFENDANT

CURWENSVILLE FEED INC. CIVIL ACTION
(Plaintiff)

2005-822-CV

224 FILBERT STREET No. CV-00000 43-05
(Street Address)

CURWENSVILLE, PA 16833
(City, State ZIP)

Type of Case: JUDGMENT

Type of Pleading: DEFAULT

Filed on Behalf of:

vs.

SCOTT AND GAIL FAIRMAN CURWENSVILLE FEED INC.
(Plaintiff/Defendant)
(Defendant)

1009 JUNIATA STREET
(Street Address)

DUBOIS, PA 15801
(City, State ZIP)

Charles E. Sloppy
(Filed by)

156 HIDDEN VALLEY LANE
(Address) CLEARFIELD, PA

814-765-3438
(Phone)

Charles Sloppy
(Signature)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD ST**
SUITE 133
CLEARFIELD, PA
Telephone: **(814) 765-5335**

16830

CURWENSVILLE FEED STORE
224 FILBERT STREET
CURWENSVILLE, PA 16833

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

CURWENSVILLE FEED STORE
224 FILBERT STREET
CURWENSVILLE, PA 16833

NAME and ADDRESS

DEFENDANT:

FAIRMAN, SCOTT, ET AL.
RD 3 BOX 251
DUBOIS, PA 15801

VS.

NAME and ADDRESS

Docket No.: **CV-0000043-05**
Date Filed: **2/01/05**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **CURWENSVILLE FEED STORE**

Judgment was entered against: (Name) **FAIRMAN, GATL**

in the amount of \$ **6,180.54** on:

(Date of Judgment) **3/14/05**

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

This case dismissed without prejudice.

Amount of Judgment	\$ 6,040.04
Judgment Costs	\$ 140.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 6,180.54

Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

Portion of Judgment for physical
damages arising out of residential
lease \$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

MAR 14 2005 Date *Richard Ireland*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, Magisterial District Judge

My commission expires first Monday of January, **2006**.

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD ST**
SUITE 133
CLEARFIELD, PA
Telephone: **(814) 765-5335**

16830

CURWENSVILLE FEED STORE
224 FILBERT STREET
CURWENSVILLE, PA 16833

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

CURWENSVILLE FEED STORE
224 FILBERT STREET
CURWENSVILLE, PA 16833

NAME and ADDRESS

DEFENDANT:

FAIRMAN, SCOTT, ET AL.
RD 3 BOX 251
DUBOIS, PA 15801

VS.

NAME and ADDRESS

Docket No.: **CV-0000043-05**
Date Filed: **2/01/05**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **CURWENSVILLE FEED STORE**

Judgment was entered against: (Name) **FAIRMAN, SCOTT**

in the amount of \$ **6,180.54** on:

(Date of Judgment) **3/14/05**

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

Amount of Judgment	\$ 6,040.04
Judgment Costs	\$ 140.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 6,180.54

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Post Judgment Credits	\$ _____
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=====	
Certified Judgment Total	\$ _____

Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

Portion of Judgment for physical
damages arising out of residential
lease \$ _____

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MAR 14 2005

Date

Richard A. Ireland

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

, Magisterial District Judge

My commission expires first Monday of January, **2006**

SEAL

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Curwensville Feed Store

Vs.

No. 2005-00822-CD

Scott Fairman Gail Fairman

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$6,180.54 on the June 10, 2005.

William A. Shaw
Prothonotary

William A. Shaw

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

Curwensville Feed Store
Plaintiff(s)

No.: 2005-00822-CD

Real Debt: \$6,180.54

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Scott Fairman
Gail Fairman
Defendant(s)

Entry: \$20.00

Instrument: District Justice

Date of Entry: June 10, 2005

Expires: June 10, 2010

Certified from the record this June 10, 2005

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CURWENSVILLE FEED, INC.
(Plaintiff)

CIVIL ACTION

224 FILBERT STREET
(Street Address)

NO. 2005-00822-CD

TYPE OF CASE: JUDGMENT

CURWENSVILLE, PA. 16833
(City, State, ZIP)

Type of Pleading:

Praecept for Writ of
Execution

Vs.

Filed on behalf of:

CURWENSVILLE FEED, INC.
(Plaintiff)

SCOTT AND GAIL FAIRMAN, Et. Al.
(Defendant)

R.D # 3- BOX 251
(Street Address)

DUBOIS, PA. 15801
(City, State & ZIP)

Charles E. Sloppy
(Filed by)

156 Hidden Valley Lane
Clearfield, Pa 16830
(Address)

W. A. Shaw
Prothonotary/Clerk of Courts

⑥

Charles E. Sloppy
(Signature)

CURWENSVILLE FEED INC.
224 FILBERT STREET
CURWENSVILLE, PA. 16833

VS.
SCOTT AND GAIL FAIRMAN
RD#3- Box 251
DUBOIS, PA, 15801

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2005-00822-CO ²⁰⁰⁵
Term,

PRAECIPE FOR WRIT OF EXECUTION

the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of CLEARFIELD Count
(2). against the following property ALL (NON-PERISHABLE)
PERSONAL PROPERTY of defendant(s) at
(3). against the following property in the hands of (name) garnishee
(4). and index this writ

(a) against SCOTT AND GAIL FAIRMAN
RD#3- Box 251, DUBOIS, PA. 15801 defendant(s) an

(b) against _____, as garnishee
as a lls pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

\$ 6,200.54

Interest from

\$ _____

Costs (to be added)

\$ 40.00

Prothonotary costs

Charles E. Shryock
for Plaintiff(s)

No. 2005-00822-CO Term, 2005

No.

Term, 2005

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

RECEIVED WRIT THIS ____ DAY

of _____ A.D., 2005

at _____ M.

Sheriff

Curwensville Feed Inc.
224 Filbert Street
Curwensville, Pa. 16833

vs.

SCOTT AND GAIL FAIRMAN
RD#3- Box 251

1008 JUNIATA STREET
Dubois, Pa. 15801

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	
Interest from	- - -
Prothonotary	40 00
Use Attorney	- -
Use Plaintiff	- -
Attorney's Comm.	-
Satisfaction	- - -
Sheriff	- - -

Præcipe for Writ of Execution

WRIT OF EXECUTION and/or ATTACHMENT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL, ACTION - LAW

CURWENSVILLE Feed INC.
224 FILBERT STREET
CURWENSVILLE, PA. 16833

 COPY

vs

NO: 2005-00822-CD

SCOTT AND GAIL FAIRMAN
R.D. #3 - BOX 251
1009 JUNIATA STREET
DUBOIS, PA. 15801

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CURWENSVILLE
FEED INC. PLAINTIFF(S)
from SCOTT AND GAIL FAIRMAN

DEFENDANT(S)
(1) You are directed to levy upon the property of the defendant(s) and
to sell interest(s) therein: ALL PERSONAL PROPERTY
(NON-PERISHABLE)

(2) You are also directed to attach the property of the defendant(s) not
levied upon in the possession of

GARNISHEE(S) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b)
the garnishee(s) is/are enjoined from paying any debt to or for the account
of the defendant(s) and from delivering any property of the defendant(s) or
otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to
attachment is found in the possession of anyone other than a named garnishee,
you are directed to notify him/her that he/she has been added as a garnishee
and is enjoined as above stated.

AMOUNT DUE 6,200.54
INTEREST _____

ATTORNEY PAID _____
SHERIFF'S COSTS _____
PROTH/COSTS 40.00
OTHER COSTS _____

ATTY'S COMM 8

DATE: 6/14/05

RECEIVED WRIT THIS DAY
OF A.D. 2005
AT A.M. P.M.

PROTHONOTARY/CLERK CIVIL DIVISION
by: _____

Deputy

REQUESTING PARTY:
NAME: Curwensville Feed, Inc.

SHERIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

CURWENSVILLE FEED, INC., Plaintiff,
vs.
SCOTT FAIRMAN and GAIL FAIRMAN, Defendants.

: No. 2005-00822 C.D.
: Type of Case: JUDGMENT
: Type of Pleading: PETITION
: Filed on Behalf of: S&T BANK, Petitioner
: Counsel of Record for this Party:
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
: (814) 371-5800

FILED 7CC
03:50 AM OCT 28 2005 Atty P. Cherry
Clerk

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

CURWENSVILLE FEED, INC.,	:	
	Plaintiff,	:
vs.	:	No. 2005-00822 C.D.
SCOTT FAIRMAN and GAIL FAIRMAN,	:	
	Defendants.	:

PETITION OF SECURED CREDITOR TO SET ASIDE EXECUTION AND SALE

TO THE HONORABLE JUDGES OF SAID COURT:

The Petition of S&T BANK, by its undersigned counsel, petitions this Court to set aside the Writ of Execution issued by Plaintiff in the above-captioned case and cancel the Sheriff's Sale scheduled by virtue thereof on November 4, 2005, at 10:30 o'clock A.M., at Fairman Farm, R.D. #3, Juniata Street, Box 251, DuBois, Pennsylvania 15801, for the following reasons:

1. On June 10, 2005, Plaintiff entered a Judgment against Defendant by filing the same in the Prothonotary's Office of Clearfield County, Pennsylvania, to No. 2005-822 C.D., in the amount of SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS and FIFTY-FOUR CENTS (\$6,180.54).

2. On June 14, 2005, Plaintiff issued a Writ of Execution against Defendant and on October 6, 2005, the Sheriff of Clearfield County levied on the following property of

Defendants located at Juniata Street, Fairman Farm, R.D. #3, Box 251, DuBois, Pennsylvania 15801:

(1) One Ford New Holland Forage Box (red in color) approximately 18' in length, Model No. 816, Serial No. 201345

3. Petitioner is a secured party, holding a security interest in the levied property under the Uniform Commercial Code of Pennsylvania, by Agreement with Defendant, dated March 30, 1999, a true and correct copy of which is attached hereto and made a part hereof as Exhibit "A".

4. Prior to the execution made herein, Petitioner perfected its security interest by filing the Financing Statements with the Commonwealth of Pennsylvania and the Prothonotary of Clearfield County, Pennsylvania. Attached hereto and made a part hereof are the following exhibits:

Exhibit B

Certified copy of original Financing Statement entered against Scott D. and Gail L. Fairman, Debtors, by S&T Bank, to File No. P-50440, in the Office of the Clearfield County, Pennsylvania, Prothonotary on April 5, 1999

Exhibit C

Certified copy of original Financing Statement entered against Scott D. and Gail L. Fairman, Debtors, by S&T Bank, to File No. P-50450, in the Office of the Clearfield County, Pennsylvania, Prothonotary on April 9, 1999

Exhibit D

Receipt of Pennsylvania, Department of State, Corporation Bureau, Uniform Commercial Code, showing the proper filing of Financing Statement No. 30100367, effective April 5, 1999

5. The above set forth Financing Statements were continued by virtue of the following documents, true and correct copies of which are attached hereto and made a part hereof:

Exhibit E

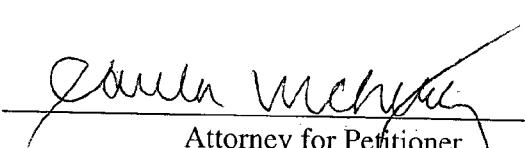
Continuation document filed as Instrument No. 200400948, continuing original Financing Statement, P-50450 on January 20, 2004.

Exhibit F

Receipt of Pennsylvania Department of State, Corporation Bureau, Uniform Commercial Code, showing that the original Financing Statement No. 30100367 was continued to No. 20040109457 on January 29, 2004, together with Commonwealth of Pennsylvania, Uniform Commercial Code, Official Site Document, showing that original Financing Statement filed to No. 30100367, on April 5, 1999, naming Scott D. Fairman and Gail L. Fairman as Debtors and S&T Bank as Secured Party was continued to No. 20040109457, on January 29, 2004.

6. By virtue of Petitioner's perfected security interests, the provisions of Article 9 of the Uniform Commercial Code and Pa.R.C.P. No. 3121, the levy on the above property should be set aside and discharged.

WHEREFORE, Petitioner requests that the execution upon the Writ issued herein be stayed and set aside and the aforesaid property released and discharged from the levy and that the Sheriff's Sale scheduled for the sale of said property in satisfaction of the Writ on November 4, 2005, at 10:30 o'clock A.M., at Fairman Farm, R.D.#3, Juniata Street, Box 251, DuBois, Pennsylvania 15801, be canceled.



Attorney for Petitioner

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

CURWENSVILLE FEED, INC.

Plaintiff, :	
vs. :	No. 2005 - 00822 C.D.
SCOTT AND GAIL FAIRMAN, Et. Al., :	
Defendants. :	

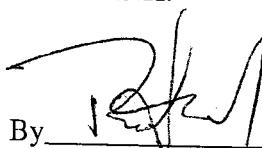
VERIFICATION

Understanding that false statements made in this Verification are subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities, I verify that I am the Vice President of S&T BANK, that I am authorized to make this Verification on behalf of S&T BANK, and that the facts set forth in the foregoing Petition are true and correct to the best of my knowledge, information and belief.

S&T BANK:

Dated: October 28, 2005

By


Robert R. French, Vice President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

CURWENSVILLE FEED, INC., :
Plaintiff, :
vs. : No. 2005-00822 C.D.
:
SCOTT FAIRMAN and GAIL FAIRMAN, :
Defendants. :

R U L E

AND NOW, this 28th day of October, 2005, upon consideration of the foregoing Petition, a Rule is granted on Plaintiff, CURWENSVILLE FEED, INC., to show cause why the Writ of Execution issued on June 14, 2005, should not be stayed and set aside and the property levied upon be released and discharged.

Court Room RULE RETURNABLE November December 15, 2005, at 3:30 o'clock P.M. at Courthouse No. 1, Clearfield County Courthouse, corner of 2nd & Market Streets, Clearfield, Pennsylvania 16830.

All proceedings to stay meanwhile, including the sale scheduled on said Writ for November 4, 2005, at 10:30 o'clock A.M.

BY THE COURT:



Judge

FILED 7 CC

013:50 AM
OCT 28 2005
P. Cherry

William A. Shaw
Prothonotary/Clerk of Courts

60



AGRICULTURAL SECURITY AGREEMENT

DEBTOR	DEBTOR'S ADDRESS	DEBTOR'S SECURITY	DEBTOR'S SECURITY AGREEMENT NUMBER	DEBTOR'S SECURITY AGREEMENT DATE	DEBTOR'S SECURITY AGREEMENT CLOSING DATE	DEBTOR'S SECURITY AGREEMENT EXPIRATION DATE	DEBTOR'S SECURITY AGREEMENT EXPIRATION DATE
\$152,000.00	RR 3 BOX 282	14-01-2000	017691	017691	017691	017691	017691

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: SCOTT D. FAIRMAN
GAIL L. FAIRMAN
RR 3 BOX 281
DUBOIS, PA 15801-8835

Lender: S&T BANK
DUBOIS REGIONAL OFFICE
614 LIBERTY BLVD
DUBOIS, PA 15801

THIS AGRICULTURAL SECURITY AGREEMENT is entered into between SCOTT D. FAIRMAN and GAIL L. FAIRMAN (referred to below as "Grantor"); and S&T BANK (referred to below as "Lender"). For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Agricultural Security Agreement, as this Agricultural Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Agricultural Security Agreement from time to time.

Collateral. The word "Collateral" means the following described property of Grantor, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

All Inventory, chattel paper, accounts, equipment, general Intangibles, farm products, livestock and farm equipment
In addition, the word "Collateral" includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (a) All attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above.
- (b) All products and produce of any of the property described in this Collateral section.
- (c) All accounts, general Intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section or appurtenant to any of the lands or operations of Grantor, or held in gross, whether in cash, farm products, or otherwise, and whether from or through any federal or state government agency or program or entitlements, rights to payment, and payments, in whatever form received, including but not limited to, payments under any governmental agricultural diversion programs, governmental agricultural assistance programs, the Farm Services Agency Wheat Feed Grain Program, and any other such program of the United States Department of Agriculture, warehouse receipts, chemicals and fertilizers, documents, letters of entitlement, and deficiency, conservation reserve, and diversion and storage payments.
- (d) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section.
- (e) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.
- (f) All livestock, including without limitation all poultry, cattle, horses, pigs, sheep, and other farm animals of every kind and description, together with their natural increase and including conceived but unborn livestock, plus all additions to, substitutions for, and replacements of hay, forage, fodder, feed additives and supplements, and medicines and veterinary supplies.

Some or all of the Collateral may be located on the following described real estate:

RR 3 BOX 282, DUBOIS, PA 15801. The record owner of the real property is , .

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means SCOTT D. FAIRMAN and GAIL L. FAIRMAN.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus interest thereon, of Grantor, or any one or more of them, to Lender, as well as all claims by Lender against Grantor, or any one or more of them, whether existing now or later; whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Grantor may be liable upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means S&T BANK, its successors and assigns.

Note. The word "Note" means the note or credit agreement dated March 30, 1999, in the principal amount of \$152,000.00 from SCOTT D. FAIRMAN and GAIL L. FAIRMAN to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

AGRICULTURAL SECURITY AGREEMENT

(Continued)

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

RIGHT OF SETOFF. Grantor hereby grants Lender a contractual security interest in and hereby assigns, conveys, delivers, pledges, and transfers all of Grantor's right, title and interest in and to Grantor's accounts with Lender (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts Grantor may open in the future, excluding, however, all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all indebtedness against any and all such accounts.

OBLIGATIONS OF GRANTOR. Grantor warrants and covenants to Lender as follows:

Perfection of Security Interest. Grantor agrees to execute such financing statements and to take whatever other actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. Grantor hereby appoints Lender as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this Agreement. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral. Grantor promptly will notify Lender before any change in Grantor's name including any change to the assumed business names of Grantor. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, and complies with applicable laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or theretofore shipped or delivered pursuant to a contract of sale, or for services theretofore performed by Grantor with or for the account debtor; there shall be no setoffs or counterclaims against any such account; and no agreement under which any deductions or discounts may be claimed shall have been made with the account debtor except those disclosed to Lender in writing.

Location of the Collateral. Grantor, upon request of Lender, will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (a) all real property owned or being purchased by Grantor; (b) all real property being rented or leased by Grantor; (c) all storage facilities owned, rented, leased, or being used by Grantor; and (d) all other properties where Collateral is or may be located. Grantor promptly shall procure the execution, acknowledgment, and delivery by holders of any encumbrances upon or by owners of such lands where Collateral is or will be located and Grantor consents to Lender's rights of access for cultivation of crops or care of livestock upon such terms as Lender may deem satisfactory. Except in the ordinary course of its business, Grantor shall not remove the Collateral from its existing locations without the prior written consent of Lender. Collateral consisting of livestock shall not be kept with a bailee or similar party without Lender's prior written consent and shall be kept only at locations approved by Lender.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (or whatever may constitute consent by Lender to any sale or other disposition) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Sale of Collateral. The following provisions relate to any sale, consignment or transfer of crops, livestock, or other farm products included as all or a part of the Collateral:

(a) To induce Lender to extend the credit or other financial accommodations secured by this Agreement, Grantor represents and warrants to Lender that it will sell, consign or transfer the Collateral only to those persons whose names and addresses have been set forth on sales schedules delivered to Lender. Each schedule shall be in such form as Lender may require, including identification of each type of Collateral. Grantor also shall notify Lender of the name and address of each additional person to whom or through whom the Collateral may be sold, consigned or transferred. All such schedules and notifications shall be in writing and shall be delivered to Lender not less than seven (7) days prior to any such sale, consignment or transfer of the Collateral.

(b) Grantor acknowledges that if the Collateral is sold, consigned, or transferred to any person not listed on a schedule delivered to Lender as provided above, and if Lender has not received an accounting (including the proceeds) of such sale, consignment or transfer within ten (10) days of the sale, consignment or transfer, then UNDER FEDERAL LAW, GRANTOR SHALL BE SUBJECT TO A FINE WHICH IS THE GREATER OF \$5,000 OR 15% OF THE VALUE OR BENEFIT RECEIVED FROM THE SALE, CONSIGNMENT OR TRANSFER TO AN UNLISTED BUYER, CONSIGNEE OR TRANSFEREE.

(c) All proceeds of any sale, consignment or transfer shall be made immediately available to Lender in a form jointly payable to Grantor and Lender. All chattel paper, contracts, warehouse receipts, documents of title, or other evidences of ownership or obligations, whether issued by a co-op, grain elevator, or other warehouse or marketing entity, and all accounts receivable and other non-cash proceeds shall be endorsed, assigned and delivered immediately to Lender as security for the indebtedness. All the proceeds of any such disposition of the Collateral, when and if received by Lender, may at Lender's option be applied to the indebtedness. In addition, Lender may collect at any time the proceeds of any or all such accounts or other non-cash proceeds of any sale without notice to Grantor.

Care and Preservation of Livestock. Grantor shall (a) At reasonable and proper times and in accordance with the best practices of good animal husbandry feed, care for, attend to, inoculate, water, and perform, or cause to be performed, all other acts appropriate or necessary to care for, maintain, preserve, and protect the livestock; (b) Milk, shear, and perform, or cause to be performed, such other acts as are related to the livestock or to the products of the livestock, including without limitation processing, preserving, protecting, and storing such products; (c) Not commit or suffer to be committed any damage to or destruction of the livestock; (d) Permit Lender and any of its employees and agents to enter upon the premises where the livestock is located at any reasonable time and from time to time for the purpose of examining and inspecting the livestock; and (e) Promptly give Lender written notice of any sickness or disease affecting, any damage to, any destruction of, or any

AGRICULTURAL SECURITY AGREEMENT

(Continued)

depreciation in the value of the livestock or the products of the livestock.

Title. Grantor represents and warrants to Lender that it holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Collateral Schedules and Locations. As often as Lender shall require, and insofar as the Collateral consists of accounts and general intangibles, Grantor shall deliver to Lender schedules of such Collateral, including such information as Lender may require, including without limitation names and addresses of account debtors and agings of accounts and general intangibles. Insofar as the Collateral consists of inventory and equipment, Grantor shall deliver to Lender, as often as Lender shall require, such lists, descriptions, and designations of such Collateral as Lender may require to identify the nature, extent, and location of such Collateral. Such information shall be submitted for Grantor and each of its subsidiaries or related companies.

Maintenance and Inspection of Collateral. Grantor shall maintain all tangible Collateral in good condition and repair. Grantor will not commit or permit damage to or destruction of the Collateral or any part of the Collateral. Lender and its designated representatives and agents shall have the right at all reasonable times to examine, inspect, and audit the Collateral wherever located. Grantor shall immediately notify Lender of all cases involving the return, rejection, repossession, loss or damage of or to any Collateral; of any request for credit or adjustment or of any other dispute arising with respect to the Collateral; and generally of all happenings and events affecting the Collateral or the value or the amount of the Collateral.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Compliance With Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for hazardous wastes and substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if it so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; (e) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (f) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to

AGRICULTURAL SECURITY AGREEMENT

(Continued)

accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

EXPENDITURES BY LENDER. If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Grantor under this Agreement, including without limitation all taxes, liens, security interests, encumbrances, and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses shall become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any instalment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Other Defaults. Failure of Grantor to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Agreement, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Collateral or any other collateral securing the Indebtedness. This includes a garnishment of any of Grantor's deposit accounts with Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender, in good faith, deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Pennsylvania Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Possession of the Livestock. Lender may enter upon the premises where any Collateral consisting of livestock is located and, using any and all attend to, inoculate, water, and perform, or cause to be performed, all other acts appropriate or necessary to care for, maintain, preserve, and protect the livestock (using any water located in, on or adjacent to the premises); (b) Milk, shear, and perform, or cause to be performed, such other acts as are related to the livestock or to any products of the livestock, including without limitation processing, preserving, and protecting such products; (c) Remove the livestock and any products of the livestock from the premises, upon which the livestock and the products are located; and (d) Appraise, store, prepare for public or private sale, exhibit, market and sell the livestock and any products of the livestock; provided that Grantor hereby agrees that if Grantor is the owner of record of the premises upon which the Livestock and any products of the livestock are located, Lender shall not be responsible or liable for returning the premises to their condition immediately preceding the use of the premises as provided herein or for doing such acts as may be necessary to permit future livestock to be maintained on the premises.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in its own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor reasonable notice of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, incurring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. To the extent permitted by applicable law, Lender shall have the following rights and remedies regarding the appointment of

AGRICULTURAL SECURITY AGREEMENT

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a receiver: (a) Lender may have a receiver appointed as a matter of right, (b) the receiver may be an employee of Lender and may serve without bond, and (c) all fees of the receiver and his or her attorney shall become part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in its discretion transfer any Collateral into its own name or that of its nominees and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or the Related Documents or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of INDIANA County, the Commonwealth of Pennsylvania. Lender and Grantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Grantor against the other. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Multiple Parties. All obligations of Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Agreement.

Notices. All notices required to be given under this Agreement shall be given in writing, may be sent by facsimile (unless otherwise required by law), and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. To the extent permitted by applicable law, if there is more than one Grantor, notice to any Grantor will constitute notice to all Grantors. For notice purposes, Grantor will keep Lender informed at all times of Grantor's current address(es).

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (a) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and, in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (d) to file any claim or claims or to take any action or institute or take necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Successor Interests. The terms of this Agreement shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

MULTIPLE SECURITY INTERESTS / FINANCING STATEMENTS. The parties hereto acknowledge that Lender has taken and may take in the future, in connection with this or other financing transactions with Grantor, multiple security interests and file multiple statements and otherwise take action to perfect security interests in the identical collateral as is covered by this Security Agreement, and further acknowledge and agree that such

03-30-1999

AGRICULTURAL SECURITY AGREEMENT
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multiple Security Agreements, financing statements and actions are not intended and do not in any fashion cause a termination, substitution or novation of the security interest granted pursuant to this Security Agreement or any financing statements or other acts of perfection pursuant thereto or any other security interests or acts of perfection pursuant to any other agreement, document or instrument, whether now or hereafter existing.

ADDITIONAL DEFAULT PROVISION (HIGHLY ERODIBLE LAND AND WETLAND CONVERSION). Borrower recognizes that the loan described in this Note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to pasture or to make possible the production of an agricultural commodity, subject to 7 CFR Part 1840, Subject G, Exhibit M. EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGRICULTURAL SECURITY AGREEMENT, AND EACH GRANTOR AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 30, 1999.

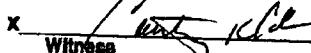
THIS AGREEMENT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:


SCOTT D. FAIRMAN


GAIL L. FAIRMAN

Signed, acknowledged and delivered in the presence of:


Witness


Witness

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.26b (c) 1999 OFI ProServices, Inc. All rights reserved. [PA-E40 FAIRMAN.LN C37.OVL]

PARTIES

DEBTOR name (Last name first if individual) and mailing address:

FAIRMAN, SCOTT D.
RR 3 BOX 251
DuBOIS, PA 15801-8835

(84)

DEBTOR name (Last name first if individual) and mailing address:

FAIRMAN, GAIL L.
RR 3 BOX 251
DuBOIS, PA 15801-8835

(44)

DEBTOR name (Last name first if individual) and mailing address:

SECURED PARTY(ies) name(s) (last name first if individual) and address for security interest information:
S&T BANK
614 LIBERTY BLVD
DuBOIS, PA 15801

ASSIGNEE(S) OF SECURED PARTY name(s) (last name first if individual) and address for security interest information:

SPECIAL TYPES OF PARTIES (Check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor", respectively.

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor", respectively.

Debtor is a Transmitting Utility

SECURED PARTY SIGNATURE(S)

THIS STATEMENT IS FILED WITH ONLY THE SECURED PARTY'S SIGNATURE to perfect a security interest in collateral (check applicable box(es)) --

a. ACQUIRED AFTER A CHANGE OF NAME, IDENTITY OR CORPORATE STRUCTURE of the Debtor.

b. as to which the filing has lapsed.

c. already subject to a security interest in ANOTHER COUNTY in Pennsylvania
 when the COLLATERAL WAS MOVED to this county.
 when the DEBTOR'S RESIDENCE OR PLACE OF BUSINESS WAS MOVED to this county.

d. already subject to a security interest in ANOTHER JURISDICTION --
 when the COLLATERAL WAS MOVED to Pennsylvania.
 when the DEBTOR'S RESIDENCE OR PLACE OF BUSINESS WAS MOVED to Pennsylvania.

e. which is PROCEEDS of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

I hereby certify this to be a true and attested ~~copy of the original~~ (Required only if "copy" is checked above) statement filed in this case.

OCT 21 2005

Attest.

William L. Fairman
Prothonotary/
Clerk of Courts**FINANCING STATEMENT**
UNIFORM COMMERCIAL CODE FORM UCC-1FILING NO. (stamped by filing officer):
File # P-50440DATE, TIME, FILING OFFICE
(stamped by filing officer)
Date 4-5-99

Docket # 16-227-08

Time 9:30 pm

Clearfield County Prothonotary Office

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

Secretary of the Commonwealth.

Prothonotary of Clearfield County

real estate Records of _____ County.

NUMBER OF ADDITIONAL SHEETS (if any): 1

OPTIONAL SPECIAL IDENTIFICATION (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

See Attached Exhibit to UCC Financing Statement dated March 30, 1999.

(check only if desired) Products of the collateral are also covered.

IDENTIFY RELATED REAL ESTATE, if applicable. The collateral is, or includes (check appropriate box(es)) --

a. CROPS growing or to be grown on --

b. goods which are to become FIXTURE on --

c. MINERALS or the like (including oil and gas) as extracted on --

d. ACCOUNTS RESULTING FROM THE SALE OF MINERALS or the like (including oil and gas) at the wellhead or minehead on --

the following real estate:

STREET ADDRESS:

DESCRIBE AT: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____ Describe on Additional Sheet

NAME OF RECORD OWNER (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 *Scott D. Fairman*
SCOTT D. FAIRMAN1a *Gail L. Fairman*
GAIL L. FAIRMAN

1b _____

RETURN RECEIPT TO:

S&T BANK
COMMERCIAL LOAN DOCUMENTATION DEPT
800 PHILADELPHIA ST
INDIANA, PA 15701

STANDARD FORM - FORM UCC-1 (7-89)

Approved by the Secretary of the Commonwealth of Pennsylvania

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

Exhibit "B"

12

EXHIBIT TO UCC-1 FINANCING STATEMENT

DEBTORS:

March 30, 1999

FAIRMAN, SCOTT D.
FAIRMAN, GAIL L.

MAILING ADDRESS:

RR 3 BOX 251, DuBOIS, PA 15801-8835

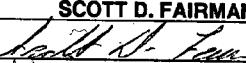
COLLATERAL DESCRIPTION:

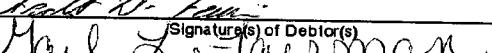
All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies) and Farm Equipment; whether any of the foregoing is owned now or acquired later; whether any of the foregoing is now existing or hereafter born or grown; all accessions, additions, replacements, and substitutions relating to any of the foregoing (including all entitlements, rights to payment, and payments, in whatever form received, including but not limited to, payments under any governmental agricultural diversion programs, governmental agricultural assistance programs, the Farm Services Agency Wheat Feed Grain Program, and any other such program of the United States Department of Agriculture, or any other general intangibles or programs); all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds)..

This Financing Statement is to be recorded in the real estate records. Some or all of the collateral is located on the following described real estate: RR 3 BOX 252, DuBOIS, PA 15801

This Exhibit is executed on the same date as the UCC-1 Financing Statement by S&T BANK and the undersigned.

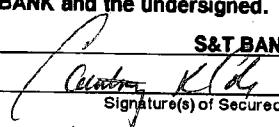
SCOTT D. FAIRMAN and GAIL L. FAIRMAN


Signature(s) of Debtor(s)


Signature(s) of Debtor(s)

S&T BANK

By:


Signature(s) of Secured Party (ies)

copy
FILED R. \$113.00
S+J BANK



APR 05 1999 4D

MJ 9:30 am

William A. Shaw

Prothonotary

Copy to S+J BANK

PARTIES

DEBTOR name (Last name first if individual) and mailing address:

FAIRMAN, SCOTT D.
RR 3 BOX 251
DUBOIS, PA 15801-8835

(44)

DEBTOR name (Last name first if individual) and mailing address:

FAIRMAN, GAIL L.
RR 3 BOX 251
DUBOIS, PA 15801-8835

(44)

DEBTOR name (Last name first if individual) and mailing address:

FINANCING STATEMENT
UNIFORM COMMERCIAL CODE FORM UCC-1

FILING NO. (stamped by filing officer):

File # P-50450

DATE, TIME, FILING OFFICE
(stamped by filing officer)
4-9-99

Docket # 16-229-02

Date 4-9-99
Time 1:27 pm**Clearfield County Prothonotary Office**

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

 Secretary of the Commonwealth. Prothonotary of _____ County. real estate records of Clearfield County

NUMBER OF ADDITIONAL SHEETS (if any): 1

OPTIONAL SPECIAL IDENTIFICATION (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

See Attached Exhibit to UCC Financing Statement dated March 30, 1999.

1b SECURED PARTY(es) name(s) (last name first if individual) and address for security interest information:

S&T BANK
614 LIBERTY BLVD
DUBOIS, PA 15801

2 ASSIGNEE(S) OF SECURED PARTY name(s) (last name first if individual) and address for security interest information:

SPECIAL TYPES OF PARTIES (Check if applicable): The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor", respectively. The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor", respectively. Debtor is a Transmitting Utility**SECURED PARTY SIGNATURE(S)**

THIS STATEMENT IS FILED WITH ONLY THE SECURED PARTY'S SIGNATURE to perfect a security interest in collateral (check applicable box(es)) --

a. ACQUIRED AFTER A CHANGE OF NAME, IDENTITY OR CORPORATE STRUCTURE of the Debtor.

b. as to which the filing has lapsed.

c. already subject to a security interest in ANOTHER COUNTY in Pennsylvania
 when the COLLATERAL WAS MOVED to this county.

when the DEBTOR'S RESIDENCE OR PLACE OF BUSINESS WAS MOVED to this county.

d. already subject to a security interest in ANOTHER JURISDICTION --
 when the COLLATERAL WAS MOVED to Pennsylvania.

when the DEBTOR'S RESIDENCE OR PLACE OF BUSINESS WAS MOVED to Pennsylvania.

6. which is PROCEEDS of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

SECURED PARTY SIGNATURE(S):
I hereby certify that the foregoing is a true and accurate copy of the original statement filed in this case.

OCT 21 2005

Attest:

John E. Fairman
Prothonotary/

4

STANDARD FORM - FORM UCC-1 (Rev. 1989) of Courts

Approved by the Secretary of the Commonwealth of Pennsylvania

FINANCING STATEMENT

UNIFORM COMMERCIAL CODE FORM UCC-1

FILING NO. (stamped by filing officer):

File # P-50450

DATE, TIME, FILING OFFICE
(stamped by filing officer)
4-9-99

Docket # 16-229-02

Date 4-9-99
Time 1:27 pm**Clearfield County Prothonotary Office**

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

 Secretary of the Commonwealth. Prothonotary of _____ County. real estate records of Clearfield County

NUMBER OF ADDITIONAL SHEETS (if any): 1

OPTIONAL SPECIAL IDENTIFICATION (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

See Attached Exhibit to UCC Financing Statement dated March 30, 1999.

 (check only if desired) Products of the collateral are also covered.

IDENTIFY RELATED REAL ESTATE, if applicable. The collateral is, or includes (check appropriate box(es)) --

a. CROPS growing or to be grown on --

b. goods which are to become FIXTURE on --

c. MINERALS or the like (including oil and gas) as extracted on --

d. ACCOUNTS RESULTING FROM THE SALE OF MINERALS or the like (including oil and gas) at the wellhead or minehead on --

the following real estate:

STREET ADDRESS:

DESCRIBE AT: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____ Describe on Additional Sheet

NAME OF RECORD OWNER (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 Scott D. Fairman

1a Gail L. Fairman

1b

RETURN RECEIPT TO:

S&T BANK
COMMERCIAL LOAN DOCUMENTATION DEPT
800 PHILADELPHIA ST
INDIANA, PA 15701**FILING OFFICE ORIGINAL**

NOTE - This page will not be returned by the Department of State.

Exhibit "C"

5

6

7

8

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12

EXHIBIT TO UCC-1 FINANCING STATEMENT

DEBTORS:

FAIRMAN, SCOTT D.
FAIRMAN, GAIL L.

March 30, 1999

MAILING ADDRESS:

RR 3 BOX 251, DuBOIS, PA 15801-8835

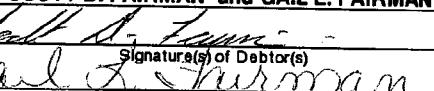
COLLATERAL DESCRIPTION:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies) and Farm Equipment; whether any of the foregoing is owned now or acquired later; whether any of the foregoing is now existing or hereafter born or grown; all accessions, additions, replacements, and substitutions relating to any of the foregoing (including all entitlements, rights to payment, and payments, in whatever form received, including but not limited to, payments under any governmental agricultural diversion programs, governmental agricultural assistance programs, the Farm Services Agency Wheat Feed Grain Program, and any other such program of the United States Department of Agriculture, or any other general intangibles or programs); all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds)..

This Financing Statement is to be recorded in the real estate records. Some or all of the collateral is located on the following described real estate: RR 3 BOX 252, DuBOIS, PA 15801

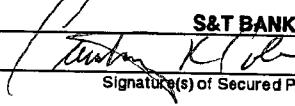
This Exhibit is executed on the same date as the UCC-1 Financing Statement by S&T BANK and the undersigned.

SCOTT D. FAIRMAN and GAIL L. FAIRMAN


Signature(s) of Debtor(s)

S&T BANK

By:


Signature(s) of Secured Party (ies)

FILED
APR 9 1999 20
1:27 pm
William A. Shaw
Prothonotary
Copy to S+J Bank

APR 9 1999 20
1:27 pm
William A. Shaw
Prothonotary
Copy to S+J Bank

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
UNIFORM COMMERCIAL CODE
P.O. BOX 8721
HARRISBURG, PA 17105-8721

COMMERCIAL LOAN DOC DEPT
S & T BANK
800 PHILADELPHIA ST
INDIANA PA 15701

DEBTOR:

FAIRMAN, SCOTT D
RR 3 BOX 251
DUBOIS, PA 15801-8835

FAIRMAN, GAIL L
RR 3 BOX 251
DUBOIS, PA 15801-8835

SECURED PARTY:

S & T BANK
614 LIBERTY BLVD
DUBOIS, PA 15801

EFFECTIVE DATE: APRIL 05, 1999 AT 11:57 AM

FINANCING STATEMENT NUMBER: 30100367

01-2000058444-1514-4109.38 + 12639 P2
+ 4134944 7592 4734 Pd 14813 + 7/15/03 Post Search
14894 + 7/05/03 ordered 6/12/99

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

Instrument Number - 200400948

S & T BANK

Recorded On 1/20/2004 At 1:46:04 PM

***Instrument Type - UCC - FINANCING STATEMENT**

*** Total Pages - 3**

Invoice Number - 104555

*** Debtor - FAIRMAN, SCOTT D**

*** Secured Party - S & T BANK**

*** Customer - S & T BANK**

***FEES**

COUNTY IMPROVEMENT FUND \$2.00

RECORDER IMPROVEMENT \$3.00
FUND

RECORDING FEES - \$95.00
RECORDER

TOTAL \$100.00

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

**Karen L. Starck
Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

*** - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Jennifer Lee (724) 465-6598

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

S&T BANK
PO BOX 190
INDIANA PA 15701

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # P-50450 Docket 16-229-02 April 9, 1999		1b. This FINANCING STATEMENT AMENDMENT is <input checked="" type="checkbox"/> to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.	
2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing the Termination Statement.			
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME FAIRMAN	FIRST NAME SCOTT	MIDDLE NAME D
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
7c. MAILING ADDRESS RR 3 BOX 251			
7d. SEE INSTRUCTIONS ORGANIZATION DEBTOR	ADDL INFO RE 7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment			
9a. ORGANIZATION'S NAME S&T BANK			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME

10. OPTIONAL FILER REFERENCE DATA

CL 2000058244-07591, 10938, 14813, 14896

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

P-50450 Docket #16-229-02 April 9, 1999

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 8 on Amendment form)

12a. ORGANIZATION'S NAME

S&T BANK

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**ADDITIONAL DEBTOR:**

**FAIRMAN, GAIL L
RR 3, BOX 251
DUBOIS PA 15801-8835**

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 07/29/98)

Inst #200400948

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

OCT 21 2005

Attest:



Reg. of Wills, Rec. of Deeds & Clk. of Orphans' Court

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2008

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
UNIFORM COMMERCIAL CODE
P.O. BOX 8721
HARRISBURG, PA 17105-8721

S&T Bank
Jennifer Lee
PO Box 190
Indiana PA 15701

DEBTOR :

FAIRMAN, GAIL L
RR 3 BOX 251
DUBOIS PA 15801-8835

FAIRMAN, SCOTT D
RR 3 BOX 251
DUBOIS PA 15801-8835

SECURED PARTY :

S & T BANK
614 LIBERTY BLVD
DUBOIS PA 15801-0

IDENTIFICATION CODE : CL 2000058

EFFECTIVE DATE : Jan 29 2004 8:33AM

ORIGINAL FINANCING STATEMENT NUMBER : 30100367

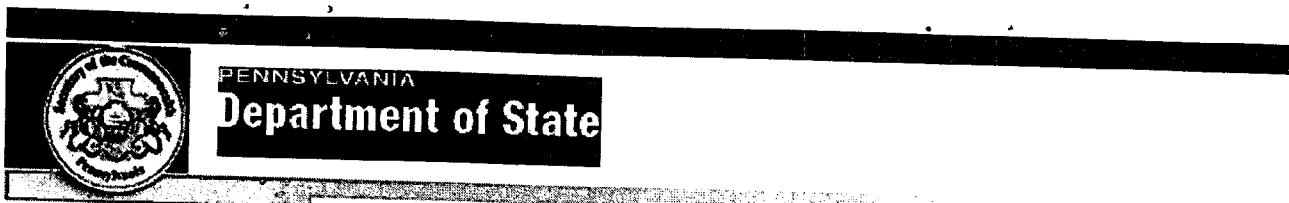
AMENDMENT NUMBER : 20040109457

AMENDMENT TYPE : UCC3 Continuation

For additional information, please visit our "Searchable Database"
at: WWW.DOS.STATE.PA.US/CORPS

2/13/04 (01

200000578911 0591 470931 01/01/04 11896



Uniform Commercial Code (UCC)

[UCC](#) | [Fee Schedule](#) | [Forms](#) | [Research](#) | [Online Filing](#) | [Contact UCC](#) | [Business Services](#) | [Help](#)

Filing Chain for a Debtor

Filing Type: UCC

File Number	Filing Date	Documents	Lapse Date	Pages
30100367	04/05/1999	Initial	04/05/2009	1

Record Type **Name and Address**

Secured Party **S & T BANK**
614 LIBERTY BLVD, DUBOIS, PA 15801

Debtor **FAIRMAN, SCOTT D**
RR 3 BOX 251, DUBOIS, PA 15801-8835

Debtor **FAIRMAN, GAIL L**
RR 3 BOX 251, DUBOIS, PA 15801-8835

20040109457 01/29/2004 UCC3 Continuation

2

Notice: Information presented on this Web site is collected, maintained, and provided for the convenience of the reader. While every effort is made to keep such information accurate and up-to-date, the Secretary of State does not certify the authenticity of information herein that originates from third parties. The Secretary of State shall under no circumstances be liable for any actions taken or omissions made from reliance on any information contained herein from whatever source or any other consequences from any such reliance.

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[Commonwealth of PA Privacy Statement](#)

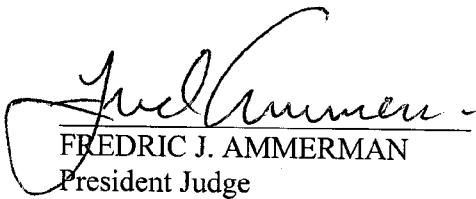
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CURWENSVILLE FEED, INC., *
Plaintiff *
vs. * NO. 05-822-CD
SCOTT FAIRMAN and GAIL FAIRMAN, *
Defendants *

ORDER

NOW, this 2nd day of November, 2005, upon agreement of the parties, it is the ORDER
of this Court that the Sheriff Sale scheduled for November 4, 2005 be and is hereby
CANCELLED.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

NOV 3 2005

3CC
Atty P. Cherry
(will serve)

WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20173
NO: 05-822-CD

PLAINTIFF: CURWENSVILLE FEED INC.

vs.

DEFENDANT: SCOTT FAIRMAN AND GAIL FAIRMAN

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 06/14/2005

LEVY TAKEN 09/09/2005 @ 2:10 PM

POSTED 10/24/2005 @ 11:30 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/08/2006

DATE DEED FILED NOT SOLD

FILED

09/30/05
MAR 08 2006
(CR)

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

09/09/2005 @ 2:10 PM SERVED SCOTT FAIRMAN

SERVED SCOTT FAIRMAN, DEFENDANT, AT HIS RESIDENCE 1099 JUNIATA ST., EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT FAIRMAN

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

09/09/2005 @ 2:10 PM SERVED GAIL FAIRMAN

SERVED GAIL L. FAIRMAN, DEFENDANT, AT HER EMPLOYMENT/RESIDENCE 1099 JUNIATA ST., EXT., DUBOIS CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT FAIRMAN, HUSBAND/DEFENDANT

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

10/24/2005 @ 11:30 AM SERVED SCOTT FAIRMAN

SERVED SCOTT FAIRMAN, DEFENDANT, AT HIS EMPLOYMENT/RESIDENCE 1099 JUNIATA ST. EXT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT FAIRMAN,

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

10/24/2005 @ 11:30 AM SERVED GAIL FAIRMAN

SERVED GAIL FAIRMAN, DEFENDANT, AT HER EMPLOYMENT/RESIDENCE 1099 JUNIATA ST., EXT., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT FAIRMAN, HUSBAND/DEFENDANT

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, NOVEMBER 2, 2005 RECEIVED A COURT ORDER FROM THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY TO CANCEL THE SHERIFF SALE SCHEDULED FOR NOVEMBER 4, 2005.

WRIT OF EXECUTION and/or ATTACHMENT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL, ACTION - LAW

CURWENSVILLE FEED INC.
224 FILBERT STREET
CURWENSVILLE, PA. 16833

vs

NO: 2005-00822-CD

SCOTT AND GAIL FAIRMAN
R.D.#3-BOX 251
1009 JUNIATA STREET
DUBOIS, PA. 15801

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CURWENSVILLE
FEED INC. PLAINTIFF(S)
from SCOTT AND GAIL FAIRMAN

DEFENDANT(S)
(1) You are directed to levy upon the property of the defendant(s) and
to sell interest(s) therein: ALL PERSONAL PROPERTY
(NON-PERISHABLE)

(2) You are also directed to attach the property of the defendant(s) not
levied upon in the possession of _____

GARNISHEE(S) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b)
the garnishee(s) is/are enjoined from paying any debt to or for the account
of the defendant(s) and from delivering any property of the defendant(s) or
otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to
attachment is found in the possession of anyone other than a named garnishee,
you are directed to notify him/her that he/she has been added as a garnishee
and is enjoined as above stated.

AMOUNT DUE 6,200.54
INTEREST _____

ATTORNEY PAID _____

SHERIFF'S COSTS _____

PROTH/COSTS 40.00

OTHER COSTS _____

Will Shahan

PROTHONOTARY/CLERK CIVIL DIVISION
by: _____

Deputy _____

REQUESTING PARTY: _____

NAME: Curwenville Feed, Inc.

SHERIFF

Received June 14, 2005 @ 8:00 PM
Chester A. Kunkle
By Courtney Butler-Alpha/Deaf

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME SCOTT FAIRMAN NO. 05-822-CD

NOW, March 07, 2006, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Scott Fairman And Gail Fairman to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00	DEBT-AMOUNT DUE	6,200.54
SERVICE	9.00	INTEREST @ %	0.00
MILEAGE	15.39	FROM TO	
LEVY	20.00		
MILEAGE	15.39	PROTH SATISFACTION	
POSTING	9.00	LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	1.48	ATTORNEY COMMISSION	
HANDBILLS	10.00	REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	40.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE	9.00	ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT		TOTAL DEBT AND INTEREST	\$6,398.80
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
		ADVERTISING	0.00
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$118.26	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	118.26
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	40.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$158.26
		TOTAL COSTS	\$6,398.80

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

CHESTER A. HAWKINS, Sheriff

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

CURWENSVILLE FEED, INC.,
Plaintiff

vs.

SCOTT FAIRMAN and GAIL FAIRMAN,
Defendants

*
*
*
*

NO. 05-822-CD

ORDER

NOW, this 2nd day of November, 2005, upon agreement of the parties, it is the ORDER
of this Court that the Sheriff Sale scheduled for November 4, 2005 be and is hereby
CANCELLED.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

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

NOV 02 2005

Attest:

William B. Shan
Prothonotary/
Clerk of Courts

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

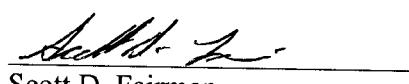
CURWENSVILLE FEED STORE,
Plaintiff
vs.
SCOTT FAIRMAN and
GAIL L. FAIRMAN,
Defendants

No. 2005-00822 C.D.

Type of Pleading: Satisfaction of
Judgment

Filed by: Scott D. Fairman
Gail L. Fairman, pro se

1099 Juniata Street Extension
DuBois, PA 15801



Scott D. Fairman

FILED 04/10/2013 10:30 AM
S APR 03 2013 1:00 PM
William A. Shaw
Prothonotary/Clerk of Courts
1CC Atty
Heltzel

Satisfaction of Judgment

Know All Men By These Presents: That CURWENSVILLE FEED STORE is the holder of a judgment against SCOTT D. FAIRMAN and GAIL L. FAIRMAN, filed in the Prothonotary's Office of Clearfield County under Docket No. 2005-00822 C.D. in the amount of Six Thousand Two Hundred Dollars and Fifty-Four Cents (\$6,200.54).

WHEREAS, the said SCOTT D. FAIRMAN and GAIL L. FAIRMAN have requested CURWENSVILLE FEED STORE to satisfy the judgment.

NOW THEREFORE, CURWENSVILLE FEED STORE in consideration of the sum of Six Thousand Two Hundred Dollars and Fifty-Four Cents (\$6,200.54), lawful money, in hand paid by SCOTT D. FAIRMAN and GAIL L. FAIRMAN, at the execution hereof, the receipt whereof was hereby acknowledged, does satisfy the aforesaid judgment.

Witness hand and seal, this 14 day of March, 2013.

Signed, Sealed, and Delivered in Presence of: DENNIS E. BORGES

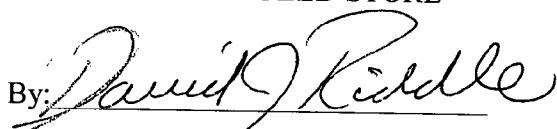
Witness hand and seal, this 14 day of March, 2013.

Signed, Sealed, and Delivered in Presence of:

ATTEST:



CURWENSVILLE FEED STORE

By: 

Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

On this, the 14 day of March, 2013, before me, the undersigned officer, personally appeared DAVID J. RIDDLE, who acknowledged himself/herself to be the PRESIDENT (title) of CURWENSVILLE FEED STORE, and that he/she as such PRESIDENT (title), being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as PRESIDENT (title).

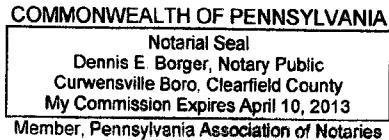
In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires:

APRIL 10, 2013



Notary Public



FILED
APR 03 2013
William A. Shaw
Prothonotary/Clerk of Courts