

07-57-CD

Michael Segalla vs Ronald M. Novosat

Michael Segalla vs Ronald Novosat  
2007-57-CD

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

MICHAEL A. SEGALLA and  
SANDRA LYNN SEGALLA,  
Plaintiffs

vs.

No. 07-57-CD

RONALD M. NOVOSAT,  
Defendant

Type of Pleading: COMPLAINT

Filed on behalf of:  
PLAINTIFFS

Counsel of Record for this  
party:

S. Casey Bowers, Esquire  
Hanak, Guido and Taladay  
Supreme Court I.D. No. 89032  
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MICHAEL A. SEGALLA and	:	
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Plaintiffs	:	
:		
vs.	:	No.
:		
RONALD M. NOVOSAT,	:	
Defendant	:	

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed 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.

Office of the Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641

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

MICHAEL A. SEGALLA and :  
SANDRA LYNN SEGALLA, :  
Plaintiffs :  
:

vs. : No.  
:

RONALD M. NOVOSAT, :  
Defendant :  
:

**COMPLAINT**

AND NOW, come Plaintiffs, Michael A. Segalla and Sandra Lynn Segalla, by and through their undersigned counsel, bring this complaint against Defendant averring as follows:

1. Plaintiffs are Michael A. Segalla and Sandra Lynn Segalla, husband and wife, who currently reside at 21 Ponderosa Drive, Penfield, Clearfield County, Pennsylvania 15849.

2, Defendant is Ronald M. Novosat, an adult individual, who currently resides at RD 4, Box 782-C, Blairsville, Pennsylvania 15717.

3. At all times pertinent hereto, Plaintiffs were and continue to be the owners of a certain parcel of real estate consisting of a 10,000 square foot pole building and a 1,600 square office building on 2.3 acres situated in Huston Township, Clearfield County, Pennsylvania.

4. On or about July 1, 2005, the parties entered into a certain written lease agreement, the terms of which Plaintiffs agreed to lease the above referenced real property to Defendant for a term of one (1) year. A

true and correct copy of said lease agreement is attached hereto and marked as Exhibit "A".

5. Defendant has failed to pay rent due as per the terms of the lease.

6. As such, Plaintiffs contained a judgment of possession by magistrate court order dated June 2, 2006. A true and correct copy of said order attached hereto and marked as Exhibit "B".

7. Despite Plaintiffs' numerous demands, Defendant has failed to remove certain items of personal property that were left in the subject premises. These items included several kitchen cabinets and a certain Chevrolet box truck.

8. Article 23 of the Operative Lease provides that in the event of a default, Plaintiffs as landlords, may remove and/or store at Defendant's cost any and all items of personal property left on the subject premises after default or at the expiration of the lease.

9. To date, Plaintiffs have incurred costs of \$10,500.00 in connection with the removal and/or storage of Defendant's abandoned personal property. Plaintiff will continue to incur additional costs at the rate of \$1,500.00 per month.

10. Despite Plaintiffs' repeated demands, Defendant has refused and continue to refuse to compensate Plaintiffs for the cost incurred in removing and/or storing Defendant's abandoned personal property.

WHEREFORE, Plaintiffs, Michael A. Segalla and Sandra Lynn Segalla, demand judgment in their favor and against Defendant in an amount in excess of \$10,500.00 together with interest, attorney's fees, costs and any other relief this Honorable Court deems appropriate.

Respectfully submitted,

Hanak, Guido and Taladay



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S. Casey Bowers, Esquire  
Attorney for Plaintiffs

## VERIFICATION

We, Michael A. Segalla and Sandra Lynn Segalla, do hereby verify that we have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date:

1/11/07

Michael A. Segalla

Sandra Lynn Segalla

LEASE

AS OF the first day of July, 2005, by and between **MICHAEL A. SEGALLA** and **SANDRA LYNN SEGALLA**, husband and wife of the Village of Penfield of Huston Township, Clearfield County, Pennsylvania; and **ANGELO SEGALLA** and **JOANN SEGALLA**, husband and wife of Jay Township, Elk County, Pennsylvania, Parties of the Second Part, hereinafter referred to as "**LANDLORD**";

and  
*M.A.S.*  
**LARRY W. EVANS** and **RONALD NOVASAT**, partners trading and doing business as L & R Building Materials, with an office and place of business at R.D. #2, Box 48, Curwensville, Clearfield County, Pennsylvania 16833, Parties of the Second Part, hereinafter referred to as "**TENANT**".

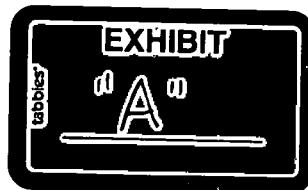
WHEREAS, Landlord is the owner of a 10,000 square foot pole building and a 1,600 square foot office which is located on 2.3 acres situate in Huston Township, Clearfield County, Pennsylvania; and

WHEREAS, Landlord has agreed to lease and Tenant has agreed to lease from Landlord the above described premises under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1**  
**LEASED PREMISES**

Landlord leases, demises and lets to the Tenant the subject 10,000 square foot pole building and 1,600 square foot office located on 2.3 acres situate in Huston Township, Clearfield County, Pennsylvania. The subject 2.3 acres of land has been staked at the corners jointly by the Landlord and



Tenant which improvements and 2.3 acre parcel are hereinafter referred to as "the Demised Premises".

## **ARTICLE 2** **TERM**

The term begins on July 1, 2005 and ends June 30, 2006. The subject Lease shall be renewed from year-to-year unless either party elects to terminate said Lease by giving to the other party notice of intention to not renew the Lease for the next yearly term at least ninety (90) days prior to the end of the then current term.

## **ARTICLE 3** **RENTAL**

Tenant shall pay to Landlord a total rent of Eighteen Thousand (\$18,000.00) Dollars during each year of the subject Lease in installments of One Thousand, Five Hundred (\$1,500.00) Dollars per month at the Landlord's place of business at the address hereinafter recited or such other place as the Landlord may designate, which rental shall be due and payable the first day of each month in advance.

## **ARTICLE 4** **USE OF PREMISES**

During the term of this Lease or any renewal, Tenant shall use the Demised Premises principally as a business office and sales office. *AL 50*

*TO BE USED FOR ~~BEST~~ BILLING,*

*MAG.  
LWE  
Pmn*

**ARTICLE 5**  
**COMMON AREAS**

A. The term "Common Area" shall mean all of the access roads and parking lot located upon the Demised Premises which are intended for the common use and enjoyment of Tenant, its respective employees, agents, customers, and invitees in a clean, orderly and sanitary condition.

B. Tenant shall not erect any structures, impediments or any obstructions, temporary or permanent, on the Common Area of the Demised Premises during the term of this Lease or any renewal, without the prior written consent of the Landlord, which consent shall not be unreasonably denied or delayed.

C. Tenant shall keep and maintain the Common Area in good condition and repair including, reasonably free of snow, ice, water, rubbish and other obstructions in a neat, clean, orderly and sanitary condition. However, Landlord shall be responsible for replacing paving as necessary.

**ARTICLE 6**  
**REPAIRS**

A. If at any time during the term of this Lease any repairs, replacements or changes to the heating system and/or to the exterior of the Demised Premises (other than the plate glass and doors thereof), to the roof, exterior walls, water, sewer and utility lines, conduits, ducts and facilities located outside the Demised Premises, but serving the Demised Premises, or any structural work, (whether interior or exterior, and including, without limitation, the foundations, supporting columns, structural portions of floors and floor slabs, load-bearing walls, and roof structure), or any repairs or changes resulting from the negligence of Landlord or its employees or agents not covered by Tenant's insurance, or any breach by Landlord of the

provisions of this Lease, shall become necessary or shall be required by any law, now or hereafter in force, or governmental authority (except compliance with laws or regulations which are related to the business operations of Tenant which shall be the responsibility of Tenant), Landlord agrees, at Landlord's sole cost and expense, to make the same promptly upon notice from Tenant and without unreasonable interference with the operation of the business of Tenant or any subtenant or licensee of Tenant; and if such repairs (other than those of an emergency nature which must be repaired as soon as practicable) shall not be completed within thirty (30) days after notice from Tenant, Tenant shall be entitled to make the required repairs and charge the cost thereof to Landlord. If such repairs cannot be reasonably completed within such thirty (30) day period, then Landlord shall have additional time reasonably necessary to complete such repairs before Tenant shall be entitled to make the required repairs and charge the cost thereof to Landlord.

However, the foregoing is conditioned upon Landlord commencing such repairs within thirty (30) days after receipt of notice from Tenant; and Landlord diligently performs said repairs to completion.

Any such repairs herein which are the responsibility of Landlord, if necessitated by the negligence or act or omission by Tenant or by Tenant's breach of any of the terms of this Lease or damage caused by Tenant in the making of structural or non-structural improvements or by its business operations shall be the responsibility of Tenant to the extent they are not covered by Landlord's insurance.

B. Tenant also agrees, at Tenant's own cost and expense, to perform all reasonably necessary repairs or replacements not required to be performed by Landlord hereunder.

**ARTICLE 7**  
**INSURANCE**

A. Landlord shall procure and maintain in full force and effect fire and extended coverage insurance, with an All Risk Endorsement and Replacement Cost Endorsement on the Demised Premises and the Warehouse for not less than one hundred (100%) percent of the replacement cost, exclusive of foundations and excavations, in solvent and responsible companies licensed to do business in the Commonwealth of Pennsylvania.

B. Tenant shall, during the entire term hereof, keep in full force and effect a policy of liability and property damage insurance (insuring its fixtures, contents and leasehold improvements), including contractual liability insurance, with respect to the Demised Premises, and the business operated by Tenant and any subtenants of Tenant in the Demised Premises in which the limits of public liability shall be not less than One Million (\$1,000,000.00) Dollars per occurrence. The policy shall name Landlord, any person, firms or corporation designated by Landlord, and Tenant as insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days' proper written notice. The insurance shall be in a reputable and solvent insurance company or companies licensed to do business in the Commonwealth of Pennsylvania, and a copy of the policy or a certificate of insurance shall be delivered to Landlord, on or prior to the Commencement Date and thereafter annually.

C. Except as a result of Landlord's failure to make repairs pursuant to Article 6 hereof within a reasonable time after receipt of notice of the necessity for such repair, Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property from water, gas or steam, or the bursting, stoppage or leakage of pipes. In no event shall

Landlord be liable to Tenant for such loss or damage which is covered by insurance.

## **ARTICLE 8** **INSURANCE PREMIUMS**

Landlord shall pay the insurance premiums due on the current extended insurance coverage for the first year of this Lease, and Landlord shall pay all real estate taxes assessed against the Demised Premises during the first year of this Lease in consideration of the Tenant during the first year of this Lease making certain repairs and improvements to the Demised Premises as outlined on ~~Exhibit A~~ *LWE M.A.S.*

Commencing with the second year of this Lease, beginning on July 1, 2006, provided this Lease has not been terminated in the meantime,

*Deleted LWE M.A.S.*  
~~Tenant shall reimburse Landlord for the real estate taxes assessed against the Demised Premises as well as the insurance premiums on the fire and extended coverage insurance within thirty days after billing therefore.~~

*Runi*  
~~In the event that Tenant shall fail to make the repairs and renovations as set forth on Exhibit "A", then Tenant shall reimburse Landlord for the fire and extended coverage premiums as well as the taxes assessed against the Demised Premises during the first year of this Lease beginning July 1, 2005.~~

~~All taxes and insurance premiums for a partial year shall be equitably prorated.~~

## **ARTICLE 9** **ASSIGNMENT AND SUBLetting**

The Tenant will not, without the written consent of the Landlord, which consent will not be unreasonably withheld or delayed, sublet the Demised Premises or any part of them or assign this Lease whether

voluntarily, involuntarily or by operation of law. Such assignment shall be by an instrument in recordable form and state that the assignee or assignees shall expressly accept and assume all the terms and conditions in this Lease to be kept, observed and performed by the Tenant. Any attempted sale, conveyance or assignment of the Tenant's interest in this Lease not complying with these conditions will be null and void. Notwithstanding any such assignment or subletting or transfer of interest of the Tenant by the Tenant herein named or by any subsequent tenant and notwithstanding any consent of the Landlord to any or all of such assignments or transfers of the interest of the Tenant, the Tenant will be and remain liable throughout the term of this Lease for the payment of the rent and the performance of all the other terms and conditions in this Lease to be kept and performed by the Tenant.

**ARTICLE 10**  
**FIXTURES, ALTERATIONS AND SIGNS**

The Tenant shall have the privilege, if the Lease is not then in default, at the expiration of, or at any time during the term of this Lease, to install and/or remove any and all trade and other fixtures, leasehold improvements and property installed by or on behalf of it upon the Demised Premises; however, Tenant shall pay for all damage to the Demised Premises occasioned by reason of such removal. If this Lease is not then in default, Tenant shall remove its fixtures prior to the end or other termination of this Lease. Any fixtures or equipment which are not removed shall be deemed abandoned and become the property of Landlord. In such event, Tenant shall promptly pay to Landlord expenses incurred by Landlord in removing such fixtures and equipment, and in restoring the Demised Premises to its original condition. Tenant shall retain title to all of its fixtures and leasehold improvements even if permanently attached to the Demised Premises.

B. The Tenant may make any and all non-structural interior alterations to the Demised Premises as it may require for the purpose of its business, without the consent of Landlord, provided, however, that Tenant shall not substantially change the exterior of the Building. The alterations and changes shall not impair the structural integrity of the Demised Premises, nor be offensive or obnoxious, violate any legal requirements or render the Demised Premises unsafe or unfit for occupancy and shall be done in a good and workmanlike manner in accordance with all applicable building codes and ordinances.

At the termination of this Lease, Landlord shall have the option to require Tenant to remove any non-structural alterations erected by Tenant provided Landlord notifies Tenant of such election in writing at least

thirty (30) days prior to the termination of this Lease. In such event, Tenant shall repair any damages caused to the Demised Premises as a result of such removal.

C. Tenant shall not make any structural alterations, repairs or installations or perform any other structural work to the Demised Premises without Landlord's prior written consent, which consent may not be unreasonably withheld or delayed for any reason. In the event Tenant makes alterations, repairs or installations or performs any other work to the Demised Premises, Tenant shall obtain (and, during the performance of the work, keep in force) public liability and worker's compensation insurance to cover every contractor to be employed which shall name the Landlord as an additional insured thereunder. The policies shall be non-cancelable without ten (10) days' notice to Landlord. Insurance shall be carried with companies reasonably satisfactory to Landlord. Coverage limits shall be reasonably satisfactory to Landlord. Prior to the commencement of the work, Tenant shall deliver duplicate originals or certificates of the insurance policies to Landlord.

D. Tenant, at its own expense, may place signs in the Demised Premises and on the exterior walls thereof and may remove and replace them. Tenant's plans and specifications shall contain a description of the types and locations of Tenant's signs, which types and location shall be subject to Landlord's consent, which shall not be unreasonably withheld or delayed. Any substantial deviation from the initial signs shall be subject to Landlord's reasonable consent. Tenant, at its expense, shall obtain necessary permits, shall comply with governmental rules and regulations and repair all damage to the Demised Premises caused by the erection, maintenance and removal of

such signs. At the termination of this Lease, Tenant shall remove all such signs and repair any damages caused by such removal.

E. Prior to the commencement of any work at the Demised Premises, Tenant shall cause its contractors to file a Stipulation against Liens in accordance with the Mechanic's Lien Laws of the Commonwealth of Pennsylvania.

#### **ARTICLE 11** **TAXES**

The Landlord will pay all "real property taxes" (as hereinafter defined) which may be levied or assessed by any lawful authority against the Demised Premises during the term of this Lease, or any renewal thereof. The term "real property taxes" means taxes and assessments assessed, imposed or levied upon the Demised Premises, from time to time, including payments in lieu of taxes, and embraces taxes and assessments which are special, unforeseen or extraordinary, as well as those which are regular, foreseen or ordinary. If any governmental authority imposes, assesses or levies a tax on rent, or any other tax upon Landlord, as a supplement or substitute, in whole or in part, for real property taxes, the supplemental or substitute tax shall be deemed to be a real property tax and shall be deemed to have been levied upon the Warehouse, including the Demised Premises.

As previously provided, the responsibility for payment of taxes and insurance premiums shall be as provided in Article 8 of this Lease.

#### **ARTICLE 12** **SUBORDINATION AND NON-DISTURBANCE**

This Lease shall be subject and subordinate to any mortgage or mortgages and all renewals, modifications, consolidations and extensions

thereof, which may hereafter affect the Demised Premises, or any part thereof. As a condition of such subordination, any future mortgagee shall covenant that so long as Tenant shall not be in default under this Lease, or if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired, (a) the term of this Lease shall neither be (i) terminated or modified in any way whatsoever, except as set forth in this Lease, nor (ii) any right of Tenant hereunder or its occupancy of the Demised Premises be affected in any way should such mortgage be foreclosed or any other action be instituted in connection with such mortgage, and that Tenant shall not be named as a defendant in any foreclosure action or other proceeding which may be instituted by the holder of such mortgage, and (b) that in the event that the holder shall succeed to the interest of the Landlord under the Lease, the holder agrees to be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after such event, have the same remedies against the holder for the breach of an agreement contained in the Lease that the Tenant might have had under the Lease against the Landlord if the holder had not succeeded to the interest of the Landlord. However, the holder shall not be (i) liable for any act or omission of any prior landlord; or (ii) subject to any offsets or defenses which the Tenant might have against any prior landlord; or (iii) bound by any rent which the Tenant might have paid for more than the current month to any prior landlord, unless such payments were required by this Lease.

### **ARTICLE 13** **LIENS**

Tenant will not create or permit to be created or remain and will promptly discharge any lien (including, but not limited to, the Liens of Mechanics, Laborers or Materialmen) upon the Tenant's leasehold interest

herein, or the Demised Premises, provided however that Tenant shall have the right to contest any such lien by bonding said lien within thirty (30) days of the date such lien has been filed. Tenant shall not have the responsibility to discharge any lien against the Demised Premises created by Landlord.

**ARTICLE 14**  
**SELF-HELP**

If Landlord fails to perform any covenant or agreement in this Lease contained on the part of Landlord to be performed, then and in such event, after the continuance of any such failure or default for thirty (30) days after written notice thereof is given by Tenant to Landlord (unless such default is of a nature which is incapable of cure within a thirty (30) day period and Landlord is diligently proceeding to cure such default), then Tenant may reasonably proceed to cure such default for and on behalf of and at the expense of Landlord. If Landlord shall fail to pay the amount due within thirty (30) days after receipt of billing, then Tenant shall have the right to offset future rentals against the amount owing or proceed to collect the amount due pursuant to legal proceedings.

If Tenant fails to perform any covenant or agreement in this Lease contained on the part of Tenant to be performed, then and in such event, after the continuance of any such failure or default for thirty (30) days after written notice thereof is given by Landlord to Tenant (unless such default is of a nature which is incapable of cure within a thirty (30) day period and Tenant is diligently proceeding to cure such default), then Landlord may reasonably proceed to cure such default for and on behalf of and at the expense of Tenant. If Tenant shall fail to pay the amount due within thirty (30) days after receipt of building, then Landlord shall have the right to proceed to reduce to judgment the amount owing by Tenant to Landlord and

enforce collection of the judgment in accordance with the laws of the Commonwealth of Pennsylvania.

**ARTICLE 15**  
**DAMAGE BY FIRE, ETC.**

In the event that the improvements involved in the Demised Premise shall be damaged by fire or other insured casualty, to the extent of 20% or more of the value of said premises improvements then either party shall have the right to terminate this Lease within thirty (30) days after the event of the fire or other casualty by notifying the other party in writing of the intent to terminate. Otherwise, Landlord shall repair such damage as soon as practicable.

**ARTICLE 16**  
**EMINENT DOMAIN**

If the Demised Premises or the building on which the Demised Premises is a part is affected by the exercise of right of eminent domain to the extent that it substantially impairs Tenant's use of the Demised Premises, the Lease may be terminated at the option of Tenant at the end of any month after advance written notice to Landlord.

**ARTICLE 17**  
**SURRENDER OF PREMISES**

A. Tenant shall, on the last day of the term or upon any earlier termination of this Lease, surrender and deliver up the Demised Premises to the possession and use of Landlord without delay, in broom-clean condition, and in good order, condition and repair, except for reasonable wear and tear, or damage by insured casualty, or repairs which are the sole obligation of the Landlord. Tenant shall not be required to make repairs or replacements to

place the Demised Premises in new or like-new condition, but shall deliver the Demised Premises in reasonable condition, allowing for age, wear and tear and physical decay which Tenant was not obligated to repair during the Lease term. The Demised Premises shall be free and clear of all lettings and occupancies and free and clear of all liens and encumbrances other than those, if any, presently existing or created or suffered by Landlord, without any payment or allowance whatsoever by Landlord on account of any improvements which may be on the Demised Premises.

B. If the Lease is not then in default, where furnished by or at the expense of Tenant or any subtenant, furniture, trade fixtures, business equipment and leasehold improvements may be removed by Tenant at or prior to the expiration or termination of this Lease or by any subtenant at or prior to the expiration or termination of its sublease, provided that Tenant shall make all repairs to the Demised Premises caused by such removal. Tenant shall pay or cause to be paid to Landlord the cost of repairing any damage arising from such removal and restoration of the Demised Premises to their condition prior to such removal.

#### **ARTICLE 18** **QUIET ENJOYMENT**

The Landlord covenants and agrees that, upon the Tenant paying the rent and additional rent and all other sums and charges to be paid as provided in this Lease and observing and keeping all covenants, warranties, agreements and conditions of this Lease on Tenant's part to be kept, Tenant shall quietly have, hold and enjoy the Demised Premises during the term of this Lease, without hindrance or molestation by anyone.

**ARTICLE 19**  
**UTILITIES**

Commencing upon the date that Tenant accepts deliver of the Demised Premises, Tenant agrees to pay for all of its gas, water, electricity and other utility in connection with the Demised Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Demised Premises.

**ARTICLE 20**  
**WAIVER OF SUBROGATION**

Each party hereto agrees to have included in their property insurance policies, clauses and/or endorsement language which will prohibit the underwriters from acquiring any rights of recovery which the assured has expressly waived prior to a loss.

Each party hereto agrees to waive, on behalf of the underwriters of these property insurance policies, any and all rights of recovery against the other party hereto for damage or loss to insured properties, provided the damage or loss did not result from the willful act of such other party. However, Tenant does agree that the Landlord has the right to enter the Demised Premises and to perform any acts related to the safety, protection or preservation of the Demised Premises.

**ARTICLE 21**  
**DEFAULT**

A. Each of the following events shall constitute a default:

(1) If Tenant shall fail to pay any installment of rent or additional rent, for a period of ten (10) days after written notice to Tenant of its default, provided that not more than two such notices need be given during any twelve consecutive months;

(2) If Tenant shall fail to perform or observe any of its other obligations under this Lease and the failure shall continue for thirty (30) days after written notice to Tenant, provided that only two such notices need be given with respect to each category of default during any twelve consecutive months;

(3) If the Tenant shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be declared or adjudged a bankrupt under the laws of the United States or under the laws of the Commonwealth of Pennsylvania, or if the Tenant shall become insolvent, either within the purview of any laws of the Commonwealth of Pennsylvania or the Bankruptcy Law of the United States or otherwise, or shall undertake a reorganization or arrangement petition, or shall commit any act of bankruptcy or insolvency under any of said laws, or if a trustee or receiver shall be appointed of the Tenant's property within Pennsylvania, or if any execution or attachment be issued against the Tenant or any of the Tenant's effects.

B. If any default of the Tenant shall occur, then at any time thereafter, the Landlord may re-enter the Demised Premises by summary proceedings, expel Tenant, remove all property therefrom and relet all or any part of the Demised Premises; but the Tenant shall remain liable for the equivalent of the amount of all rent and other Tenant expenses and liabilities reserved herein, less the avails of reletting, if any, after deducting therefrom the costs of (1) obtaining possession of the Demised Premises, (2) reletting, (3) attorney's fees and court costs, and (4) brokerage fees necessary to relet the Demised Premises. Any and all monthly deficiencies so payable by the Tenant shall be paid monthly on the date herein provided for the payment of rent. No such re-entry or taking possession of the Demised Premises by

Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant.

Notwithstanding any such reletting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for any breach as aforesaid and, in addition to any other remedies it may have, it may recover from Tenant all reasonable damages incurred by reason of such breach or default. Tenant hereby waives (to the extent legally permissible) for itself and all persons claiming by, through and under it, any right of redemption or for the restoration of the operation of this Lease contained in any present or future law in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Demised Premises as herein provided.

C. If any default, other than in the payment of rent or other Tenant expenses by Tenant, cannot reasonably be remedied within thirty (30) days after notice of default and Tenant is diligently pursuing a remedy of the situation, then Tenant shall have the additional time reasonably necessary to remedy it before this Lease can be terminated or other remedy enforced by Landlord. No default on the part of the Tenant shall be deemed to exist for non-performance of any of the provisions contained in this Lease which is caused by or is a result of war or rebellion.

D. If any event of default occurs, the Landlord shall have the right, at its sole option, to bring suit for the breach which has occurred without affecting the Tenant's obligation to perform the balance of the Lease.

E. If any event of default occurs, the Landlord, in addition to other rights and remedies it may have, shall have the right to remove all or any part of the Tenant's property from the Demised Premises and any property removed may be stored in any the Demised Premises or elsewhere at the cost of, and for the account of the Tenant, and the Landlord shall not be

responsible for the care or safekeeping thereof whether in transport, storage or otherwise, and the Tenant hereby waives any and all such claims against the Landlord.

**ARTICLE 22**  
**CUMULATIVE REMEDIES**

Each remedy of Landlord or Tenant under this Lease or now or hereafter available to Landlord or Tenant by statute, at law, in equity, or otherwise, shall be cumulative and concurrent and shall be in addition to every other such right or remedy and neither the existence, availability, nor exercise, of any one or more of such rights or remedies shall preclude or otherwise affect the simultaneous or later exercise by Landlord or Tenant of any or all such other rights or remedies available to Landlord or Tenant.

**ARTICLE 23**  
**HOLDOVER**

Should the Tenant continue to occupy the Demised Premises after the expiration or other termination of the term hereof, with the consent of the Landlord, such tenancy shall be from month to month, and such month-to-month tenancy shall be under all the terms, covenants and conditions of this Lease, except that the Fixed Monthly Rent shall be one hundred twenty-five (125%) percent of Fixed Monthly Rent for the month immediately preceding the date of such expiration or other termination.

**ARTICLE 24**  
**COMPLIANCE WITH LAWS, ETC.**

Landlord represents and warrants that the Demised Premises, upon delivery of possession to Tenant, will be in compliance with all governmental laws, rules, regulations, codes and/or directives, etc., then in

force and pertaining thereto. Thereafter, Tenant covenants and agrees that Tenant shall comply with all governmental laws, rules, regulations, codes and/or directives, etc., which will affect the Demised Premises after delivery of possession thereof to Tenant.

#### **ARTICLE 25** **LAW**

This Lease shall be governed exclusively by the provisions hereof and by the laws of Pennsylvania. The parties further agree that, for the purposes of litigation arising between the parties hereto, the venue of any action shall be valid in Clearfield County, Commonwealth of Pennsylvania.

#### **ARTICLE 26** **NOTICES**

Any notice provided for herein may be given by hand delivery or by registered or certified United States Mail (with postage prepaid-return receipt requested) or by overnight mail. The place to which notices are to be mailed or delivered may be changed at any time by either party by written notice to the other party. Any notice may be given by either party or by the agent or attorney thereof. Notice to the Landlord shall be mailed or delivered to the following:

Michael A. Segalla  
21 Ponderosa Drive  
Penfield, PA 15849

Notice of the Tenant shall be mailed or delivered to the following:

Larry W. Evans  
R.D. #2, Box 48  
Curwensville, PA 16833

**ARTICLE 27**  
**ENVIRONMENTAL**

A. The Landlord represents and warrants that, to the best of its knowledge, as of the date hereof, there has been no release or threatened release of asbestos, polychlorinated biphenyls, hazardous substances or wastes at, on, to, into, or from the Demised Premises, and that no federal, state or local agency or authority has issued any claim, notification, order or violation or instituted any action, suit or proceeding concerning oil or hazardous materials, substances or wastes with respect to the Demised Premises, or with respect to the disposal of such oil or hazardous materials, substances or wastes on any adjoining property except as disclosed in Exhibit "D". For purposes of this Lease, the terms "Hazardous materials, substances or wastes", as used herein, shall mean all such uncontained materials, substances or wastes in quantities as have been deemed "hazardous" by the applicable governmental authority regulating environmental matters. The Landlord is not aware of any condition or occurrence which could give rise to any such claim, notification, order, violation, action, suit or proceedings, except as disclosed in Exhibit "D".

B. To the best of the Landlord's knowledge, the Demised Premises, has not been used for the treatment, storage, or disposal of oil or hazardous materials, substances or wastes. The Landlord knows of no adverse condition impairing, or which, with notice or passage of time or both, would impair the value of the Demised Premises and has no reason to believe any such condition exists as a result of any activity relating to oil or hazardous materials, substances or wastes, other than as disclosed in Exhibit "D".

C. The Landlord and Tenant shall indemnify, defend and hold each other, their officers, directors, beneficiaries, shareholders, partners, agents and employees harmless from and against all loss, liability, damage and expense, including costs associated with administrative and judicial proceedings and attorney's fees suffered or incurred by the other on account of (i) each one's failure to comply with any federal, state or local environmental law, code, ordinance, rule or regulation or any final, non-appealable interpretation or other of any regulatory or administrative authority with respect thereof or under common law; (ii) any release or threatened release of oil or hazardous materials, substances or wastes at, on, to into or from the Demised Premises on, to or into any adjoining property or other property caused by either; and (iii) any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from such failure to comply and/or release or threatened release of oil or hazardous materials, substances or wastes. Each party agrees to comply with all applicable laws and regulations concerning the sale, use, storage and disposition of hazardous or toxic substances.

If Landlord's or Tenant's business, or business of their respective assigns, involves significant risk for contamination, each party agrees to comply with all rules and regulations covering the sale, use, storage and disposition of hazardous or toxic substances, and in such event either party may require the other party to maintain insurance protecting Landlord and Tenant from environmental hazards.

## **ARTICLE 28** **TENANT'S CERTIFICATE**

A. Within twenty (20) days after each written request by either party, the other party shall deliver and Estoppel Certificate to the party

making such request. Estoppel Certificates shall be in writing, shall be acknowledged and shall be in proper form for recording. Estoppel Certificates shall be executed by any officer of the Landlord or Tenant, as the case may be. Each estoppel certificate shall be certified to Landlord, Tenant, any mortgagee, any assignee of any mortgage, any purchaser or any other person specified by the requesting party.

B. Each Estoppel Certificate shall contain the following information, where applicable, certified by the person executing it on behalf of Landlord or Tenant: (i) whether or not Tenant is in possession of the Demised Premises; (ii) whether or not this Lease is unmodified and in full force and effect, (if there has been a modification of this Lease, the certificates shall state that this Lease is in full force and effect as modified and shall set forth the modification); (iii) whether or not Tenant or Landlord contends that the other is in default under this Lease in any respect; (iv) whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of Landlord or Tenant, or any duty or obligation of Tenant (and, if so, specify the same); (v) the dates, if any, to which any rent or charges have been paid in advance.

#### **ARTICLE 29** **ACCESS TO PREMISES**

Landlord and its authorized representatives shall have the right to enter upon the Demised Premises during all regular business hours for the purpose of inspecting or exhibiting the same to prospective mortgagees.

Landlord shall have the right to maintain and repair all utility equipment, in, upon, above or under the Demised Premises as may be necessary for the servicing of the Demised Premises. Landlord shall have the right to enter upon the Demised Premises during all regular business hours for the purpose

of making repairs, additions, alterations and improvements thereto or thereon or to the building or Common Area of which it forms a part and in connection therewith. However, nothing herein shall be deemed to impose any duty upon Landlord to do any such work which, under any provision of this Lease, Tenant shall be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall use all reasonable efforts not to interfere with or interrupt the conduct and operation of Tenant's business in the Demised Premises. During the period commencing one hundred eighty (180) days prior to the expiration of the Lease Term (or any renewal thereof), Landlord may place upon the exterior of the Demised Premises "For Lease", "To Let" or "For Rent" signs of reasonable size, which shall not be removed, obliterated or hidden by Tenant.

**ARTICLE 30**  
**INDEMNIFICATION**

A. Other than as arises from the negligence of Landlord, its agents and/or employees, Tenant shall defend and hold harmless from any and all damages, costs, expenses and liability which either (i) arises from or are in connection with the use, occupancy or repair by Tenant of the Demised Premises, (ii) arise from or are in connection with any act or omission of Tenant, Tenant's agents or employees, or (iii) result solely from the negligence of Tenant, its invitees, sub-tenants or assigns. Notwithstanding any provision of this Lease to the contrary, Tenant has no obligation to defend, indemnify or hold Landlord harmless from any and all damages, costs, expenses or liabilities determined by a court of competent jurisdiction to be due solely to the negligence of Landlord, its agents, representatives, servants and/or employees.

B. Other than as arises from the negligence of Tenant, its agents and/or employees, Landlord shall defend, indemnify and hold Tenant harmless from any and all damages, costs, expenses and liability which either (i) arise from or in connection with the use, control or repair by Landlord of the Common Area; (ii) arise from or are in connection with any act or omission by Landlord, Landlord's agents or employees; or (iii) result from the negligence of Landlord's agents or employees or failure on Landlord's part to comply with any of the covenants, terms or conditions of this Lease. Notwithstanding any provision of this Lease to the contrary, Landlord has no obligation to defend, indemnify or hold Tenant harmless from any and all damages, costs, expenses or liabilities determined by a court of competent jurisdiction to be due to the negligence of Tenant, its agents, representatives, servants and/or employees.

**ARTICLE 31**  
**AMENDMENTS**

All of the agreements, conditions, covenants, terms, warranties, understandings, obligations, limitations, representations and provisions of the leasing of the Demised Premises are contained in writing herein and none shall be implied and no alterations, additions, variations, modifications, cancellations, termination's, discharges or changes shall be valid unless made in writing and signed by all of the parties to this Lease.

**ARTICLE 32**  
**NO WAIVER**

A. Landlord and/or Tenant shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of Landlord and/or Tenant in refraining from so doing at any time or times. Further, the failure of Landlord and/or Tenant at any time or times to enforce its rights hereunder, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same and shall not be construed as a waiver or relinquishment for the failure of any covenants, conditions or options, but the same be and remain in full force and effect.

B. Subject to the notice provision otherwise herein set forth, in the event that Landlord and/or Tenant shall fail to timely perform any of the acts agreed to be performed by it beyond the applicable grace period, then Landlord and/or Tenant may perform the said acts or cause the same to be performed and the amounts so paid or extended by Landlord and/or Tenant, together with interest thereon at a rate equal to Wall Street Journal prime

rate, plus 2%, shall be payable forthwith to Landlord and/or Tenant. If Tenant shall fail to timely pay Fixed Minimum Rent, Percentage Rent, additional rent, or other amounts due hereunder, then such amount shall be payable to Landlord, together with interest thereon, as above determined, from the due date of such amount until payment.

### **ARTICLE 33** **FORCE MAJEURE**

If either party to this Lease shall be delayed or prevented from the performance of any obligation by reason of force majeure, the performance of such obligation shall be excused for the period of the delay. Force majeure means any period of delay which arises from or through Acts of God; strikes, lockouts or labor difficulty; explosion, sabotage, accident, riot or civil commotion; act of war; fire or other casualty; legal requirements; adverse weather; inability to procure materials; delays caused by the other party; and causes beyond the reasonable control of a party. The provisions of this Article shall not excuse Tenant or Landlord from the prompt payment of any sums, including any rent and additional rent payable under any of the provisions of the Lease.

**ARTICLE 34**  
**PARTIAL INVALIDITY**

If any term or provision of this Lease or the application thereof to any part or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

**ARTICLE 35**  
**EFFECT OF CAPTIONS**

The captions and legends of this Lease are inserted only for convenient reference or identification of the particular paragraphs. They are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any paragraph thereof.

**ARTICLE 36**  
**SUCCESSORS AND ASSIGNS**

Except as otherwise provided, this Lease shall bind and inure to the benefit of the parties and their respective successors, representatives, heirs and assigns.

**ARTICLE 37**  
**ATTORNEY**

Tenant agrees that in the event of a sale, transfer or assignment of the Landlord's interest in the Demised Premises or any part thereof, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord covering the Demised Premises to attorn to and to recognize such transferee, purchaser,

ground or underlying lessor or mortgagee as the lessor under this Lease, and to execute documents confirming such attornment as when and reasonably requested.

**ARTICLE 38**  
**MISCELLANEOUS**

A. The word "Landlord" as used herein, means only the owner for the time being of Landlord's interest in this Lease and, in the event of any transfer of Landlord's interest in this Lease, the transferor shall cease to be liable and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed, provided that from and after said transfer, the transferee shall assume and be liable for the performance and observance of said agreements and conditions. In addition, the words "Landlord" and "Tenant" as used in this Lease, shall mean every person or party named as Landlord and/or Tenant in this Lease. Any notice given, as provided in the Lease, shall bind all such parties, and it shall have the same force as if given to all of them.

B. The use of a neuter singular pronoun to refer to Landlord and Tenant shall be deemed a proper reference to either of them, whether they be an individual, a corporation, a partnership or any form of joint venture.

**ARTICLE 39**  
**ARBITRATION OF DISPUTES**

Any controversy or claim arising or relative to any matter in connection with this Lease, with reference to which this Lease shall expressly provide that this Article governs (but not otherwise), shall be settled by arbitration in accordance with the rules and regulations of the American

Arbitration Association or its successor organization, and judgment upon this award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The non-prevailing party to the arbitration shall pay the cost thereof.

**ARTICLE 40**  
**CONSENT**

Where either party's consent is required under the terms of this Lease, such consent shall not be unreasonably withheld or delayed, except as specifically set forth herein.

**ARTICLE 41**  
**NO PARTNERSHIP**

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

**ARTICLE 42**  
**TIME OF ESSENCE**

Time is of the essence with respect to the performance of every provision of this Lease in which performance is a factor.

**ARTICLE 43**  
**FIRST REFUSAL OPTION**

If at any time during the term of this Lease or any renewal thereof, Landlord receives a bonafide offer to purchase the Demised Premises from any party other than the Tenant, which offer the Landlord elects to

accept, Landlord shall give notice in writing to Tenant who shall have the privilege any time within twenty (20) days after receipt of such written notice of purchasing the Demised Premises on the terms and conditions offered by the third party.

Should the Tenant fail or refuse to exercise said privileges above granted within said twenty (20) day period and for any reason whatsoever the sale to such party shall not be consummated, the option of the Tenant as herein agreed upon shall continue in the same manner until the expiration of this Lease.

Should the Demised Premises be sold to any party other than the Tenant, upon Tenant's failure or refusal to exercise the privilege above granted, the sale shall in no way affect this Lease and shall be made subject to the terms thereof.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

WITNESS:

Michael L. Segalla

LANDLORD:

M. Lynn Segalla (SEAL)  
Michael A. Segalla

Michael L. Segalla

Sandra Lynn Segalla  
Sandra Lynn Segalla

(SEAL)

Michael L. Segalla

Angelo Segalla (SEAL)  
Angelo Segalla

Joann Segalla (SEAL)  
Joann Segalla

WITNESS: Mark A. Evans  
Mark A. Evans  
Michael Jones

Mark A. Evans  
Michael Jones

TENANT Larry W. Evans 7-28-05  
Larry W. Evans (SEAL)  
Larry W. Evans

Ronald Novasat (SEAL)  
Ronald Novasat

Paul H. McDonald 7-28-05  
Paul H. McDonald

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :  
:

ON THIS, the 28 day of July, 2005, before me, the undersigned officer, personally appeared MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA, known to me or satisfactorily proven to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Melissa McDonald (SEAL)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Melissa McDonald, Notary Public  
Sandy Twp., Clearfield County  
My Commission Expires June 2, 2007

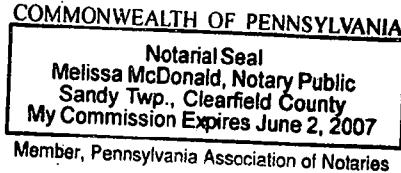
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA : : SS  
COUNTY OF CLEARFIELD

ON THIS, the 28 day of July, 2005, before me,  
the undersigned officer, personally appeared RONALD NOVASAT, known to  
me or satisfactorily proven to me to be the person whose name is subscribed  
to the within instrument, and acknowledged that he executed the same for  
the purposes therein contained.

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

Melissa McDonald (SEAL)



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**

Address: **309 MAPLE AVENUE  
PO BOX 452  
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
RESIDENTIAL LEASE**

PLAINTIFF:

NAME and ADDRESS

**TOWN & COUNTRY RENTALS  
SANDRA SEGALLA  
21 PONDEROSA DRIVE  
PENFIELD, PA 15849**

VS.

DEFENDANT:

NAME and ADDRESS

**EVANS, LARRY**

**RR 2 BOX 48**

**CURWENSVILLE, PA 16833**

**TOWN & COUNTRY RENTALS  
SANDRA SEGALLA  
21 PONDEROSA DRIVE  
PENFIELD, PA 15849**

Docket No.: **LT-0000235-06**

Date Filed: **5/24/06**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

Judgment was entered for: (Name) **FOR PLAINTIFF  
TOWN & COUNTRY RENTALS**

Judgment was entered against **EVANS, LARRY** in a

Landlord/Tenant action in the amount of \$ **4,614.18** on **6/02/06** (Date of Judgment)

The amount of rent per month, as established by the Magisterial District Judge, is \$ **1,500.00**.

The total amount of the Security Deposit is \$ **.00**

Total Amount Established by MDJ Less Security Deposit Applied = Adjudicated Amount		
Rent in Arrears	\$ <b>4,500.00</b> - \$ <b>.00</b>	= \$ <b>4,500.00</b>
Physical Damages Leasehold Property	\$ <b>.00</b> - \$ <b>.00</b>	= \$ <b>.00</b>
Damages/Unjust Detention	\$ <b>.00</b> - \$ <b>.00</b>	= \$ <b>.00</b>
	Less Amt Due Defendant from Cross Complaint -	\$ <b>.00</b>
	Interest (if provided by lease)	\$ <b>.00</b>
	L/T Judgment Amount	\$ <b>4,500.00</b>
	Judgment Costs	\$ <b>114.18</b>
	Attorney Fees	\$ <b>.00</b>
<input checked="" type="checkbox"/> Possession granted.	<b>Total Judgment</b>	\$ <b>4,614.18</b>
	Post Judgment Credits	\$ <b>.00</b>
	Post Judgment Costs	\$ <b>.00</b>
	<b>Certified Judgment Total</b>	\$ <b>.00</b>
<input type="checkbox"/> Possession granted if money judgment is not satisfied by time of eviction.		
<input type="checkbox"/> Possession not granted.	<input type="checkbox"/> Defendants are jointly and severally liable.	

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

IF A PARTY WISHES TO APPEAL ONLY THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL, EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT 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.

*6-2-06* Date

*Patrick N. Ford - PNF*

Magisterial District Judge

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

Date

SEAL

My commission expires first Monday of January, **2012**.  
AOPC 315A-05

**EXHIBIT**

subbs

*"B"*

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

MICHAEL A. SEGALLA and :  
SANDRA LYNN SEGALLA, :  
Plaintiffs :  
vs. : No. 2007-57-CD  
: Type of Case: Civil  
: Type of Pleading:  
RONALD M. NOVOSAT, :  
Defendant : **IMPORTANT NOTICE**  
: Filed on behalf of:  
: PLAINTIFFS  
: Counsel of record for this party:  
: S. Casey Bowers, Esquire  
: Supreme Court No. 89032  
: Hanak, Guido and Taladay  
: P. O. Box 487  
: DuBois, PA 15801  
: 814-371-7768

FILED  
018:54 PM  
MAR 06 2007  
S  
Atty

William A. Shaw  
Prothonotary/Clerk of Courts

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

MICHAEL A. SEGALLA and :  
SANDRA LYNN SEGALLA, :  
Plaintiffs :  
vs. : No. 2007-57-CD  
RONALD M. NOVOSAT, :  
Defendant :  
:

**IMPORTANT NOTICE**

To: **Ronald M. Novosat**  
337 Spring Street  
Latrobe, PA 15650

You are in default because you have failed to take action required of you in this case. Unless you act within ten (10) days of the date of this notice, judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help.

Prothonotary of Clearfield County  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641

Date: March 2, 2007

  
S. Casey Bowers  
Attorney for Plaintiffs  
P. O. Box 487  
DuBois, PA 15801

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

MICHAEL A. SEGALLA and :  
SANDRA LYNN SEGALLA, :  
Plaintiffs :  
vs. : No. 2007-57-CD  
: :  
RONALD M. NOVOSAT, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I hereby certify that on the 5<sup>th</sup> day of March, 2007, a copy of the foregoing Important Notice was forwarded by Certified, Restricted mail, postage prepaid to Defendant addressed as follows:

Mr. Ronald M. Novosat  
337 Spring Street  
Latrobe, PA 15650



S. Casey Bowers  
S. Casey Bowers  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102337  
NO: 07-57-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA  
vs.  
DEFENDANT: RONALD M. NOVOSAT

**SHERIFF RETURN**

---

NOW, January 16, 2007, SHERIFF OF WESTMORELAND COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON RONALD M. NOVOSAT.

NOW, January 25, 2007 AT 9:51 AM SERVED THE WITHIN COMPLAINT ON RONALD M. NOVOSAT, DEFENDANT.  
THE RETURN OF WESTMORELAND COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED  
01/25/2007  
APR 25 2007  
*WS*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102337  
NO: 07-57-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA  
vs.  
DEFENDANT: RONALD M. NOVOSAT

**SHERIFF RETURN**

---

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	15345	10.00
SHERIFF HAWKINS	HANAK	15345	21.00
WESTMORELAND CO.	HANAK	15368	36.20

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007

*Chester A. Hawkins*  
*by Marilyn Harr*  
Chester A. Hawkins  
Sheriff

MSL. Date 01/22/07 ADV. \$125<sup>00</sup>



CHESTER A. HAWKINS  
SHERIFF

Sheriff's Office  
Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN BAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

SCAN

SCAN  
DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 102337

TERM & NO. 07-57-CD

MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA

COMPLAINT

vs.

RONALD M. NOVOSAT

**SERVE BY: 02/11/07**

MAKE REFUND PAYABLE TO HANAK GUIDO & TALADAY, ESQ.

SERVE: RONALD M. NOVOSAT

ADDRESS: 337 SPRING ST., LATROBE, PA 15650

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF WESTMORELAND COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 16, 2007.

RESPECTFULLY,

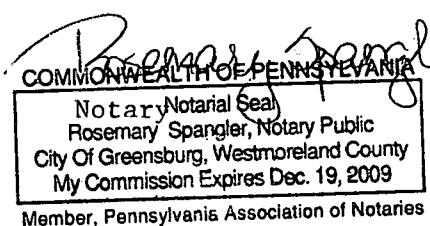
1-25-07 951A  
Served Ronald Novosat  
at 337 Spring St Latrobe  
S10

*Chester Hawkins*

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

*Chris Schen*  
Westm Co 1-26-07 ss  
Costs 36.20 refund 88.80

Sworn to and Subscribed  
Before me this 29th  
Day of January, 2007.



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

MICHAEL A. SEGALLA and :  
SANDRA LYNN SEGALLA, :  
Plaintiffs : No. 2007-57-CD

vs. : Type of Case: Civil

RONALD M. NOVOSAT, :  
Defendant : Type of Pleading:  
**PRAECIPE FOR DEFAULT  
JUDGMENT**

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this  
Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
3 S. Brady St., Suite 300  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

**FILED** Atty pd. 20.00  
MAY 11 2007  
MAY 03 2007 Notice to  
Def.

William A. Shaw  
Prothonotary/Clerk of Courts

Statement  
to Atty  
⑥

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

MICHAEL A. SEGALLA and :  
SANDRA LYNN SEGALLA, :  
Plaintiffs : No. 2007-57-CD  
vs. :  
RONALD M. NOVOSAT, :  
Defendant :  
.

**PRAECIPE FOR DEFAULT JUDGMENT**  
**PER PA. R.C.P. RULE NO. 1037**

AND NOW, comes the Plaintiffs, by their Attorneys, Hanak, Guido and Taladay, and hereby Praecipes the Prothonotary to enter default judgment in accordance with Pa. R.C.P. Rule No. 1037(d):

(1) Notice of the filing of this Praecipe was duly given to the Defendant by first class certified mail, notice in the form prescribed by Pa. R.C.P. No. 237.5 on the 7th day of March, 2007.

(2) It is certified as to the form of notice and to the date of mailing by the undersigned Attorney. The form of the Notice pursuant to Pa. R.C. P. 237.5 is attached hereto.

(3) Ten days have expired since the mailing of such Notice, and Defendant has not responded by either filing a pleading or by entry of appearance.

(4) It is hereby requested of the Prothonotary of Clearfield County to enter judgment against the named Defendant and in favor of the Plaintiffs in the amount of \$13,500.00 , together with interest and costs of suit as may be logged in this case.



---

S. Casey Bowers

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

MICHAEL A. SEGALLA and  
SANDRA LYNN SEGALLA,  
Plaintiffs

No. 2007-57-CD

vs.

RONALD M. NOVOSAT,  
Defendant

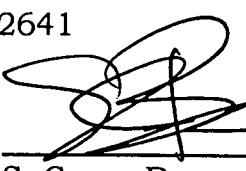
**IMPORTANT NOTICE**

To: **Ronald M. Novosat**  
337 Spring Street  
Latrobe, PA 15650

You are in default because you have failed to take action required of you in this case. Unless you act within ten (10) days of the date of this notice, judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help.

Prothonotary of Clearfield County  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641

Date: March 2, 2007

  
\_\_\_\_\_  
S. Casey Bowers  
Attorney for Plaintiffs  
P. O. Box 487  
DuBois, PA 15801

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

MICHAEL A. SEGALLA and  
SANDRA LYNN SEGALLA,  
Plaintiffs : No. 2007-57-CD

vs.

RONALD M. NOVOSAT,  
Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that on the 5<sup>th</sup> day of March, 2007, a copy of the foregoing Important Notice was forwarded by Certified, Restricted mail, postage prepaid to Defendant addressed as follows:

Mr. Ronald M. Novosat  
337 Spring Street  
Latrobe, PA 15650



S. Casey Bowers  
Attorney for Plaintiffs

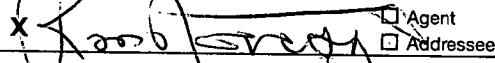
**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Mr. Ronald M. Novosat  
337 Spring Street  
Latrobe, PA 15650

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

  Agent  
 Addressee

**B. Received by (Printed Name)****C. Date of Delivery**

**D. Is delivery address different from item 1?**  Yes  
If YES, enter delivery address below:  No

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

Article Number   
(Transfer from service label)

7002 2030 0006 3807 9517

3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Michael A. Segalla and Sandra Lynn Segalla

Vs.

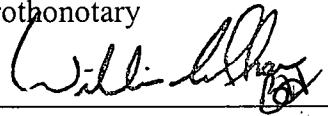
No. 2007-00057-CD

Ronald M. Novosat

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$13,500.00 on May 3, 2007.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

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

COPY

Michael A. Segalla and  
Sandra Lynn Segalla  
Plaintiff(s)

No.: 2007-00057-CD

Real Debt: \$13,500.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ronald M. Novosat  
Defendant(s)

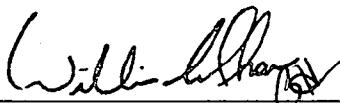
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 3, 2007

Expires: May 3, 2012

Certified from the record this 3rd day of May, 2007.



William A. Shaw, Prothonotary

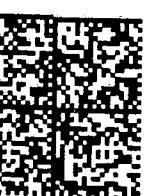
\*\*\*\*\*

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

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830



Hasler

016H16505405

**\$00.390**

05/03/2007

Mailed From 16830  
US POSTAGE

remailed to  
337 Spring Street  
Latrobe PA 15650

FILED  
MAY 07 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

Ronald M. Novosat  
RD 4, Box 782-C  
Blairsville, PA 15717

NIXIE 165 1 00 05/05/07

RETURN TO SENDER  
NO MAIL RECEPTEACLE  
UNABLE TO FORWARD

BC : 16830054949 \*2343-03860-03-38  
||||||||||||||||||||||||||||||||||||

16830054949

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

Michael A. Segalla and Sandra Lynn Segalla

Vs.

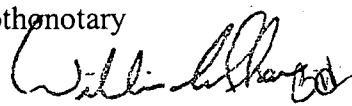
No. 2007-00057-CD

Ronald M. Novosat

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$13,500.00 on May 3, 2007.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

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

MICHAEL A. SEGALLA and  
SANDRA LYNN SEGALLA,  
Plaintiffs

vs.

RONALD M. NOVOSAT,  
Defendant

No. 2007-57-CD

Type of Case: Civil

Type of Pleading:

**PRAECIPE FOR WRIT OF  
EXECUTION**

Filed on behalf of:  
PLAINTIFFS

Counsel of record for this  
Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
3 S. Brady St., Suite 300  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

**FILED**

JUL 16 2007

11:00 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1-1600 TO SHF  
11 NOV 14 2007  
+  
6 UNITS TO  
SHF

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

MICHAEL A. SEGALLA and :  
SANDRA LYNN SEGALLA, :  
Plaintiffs :  
vs. : No. 2007-57-CD  
RONALD M NOVOSAT :  
Defendant :  
:

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against Ronald M. Novosat, Defendant; and
- (3) and index this writ

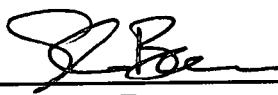
(a) against Ronald M. Novosat, Defendant, for that certain motor vehicle more particularly described in the attached Exhibit "A".

(4) Amount due: \$15,500.00

Interest from 5/3/2007

Costs to be added

Attorney fees to be added

  
\_\_\_\_\_  
S. Casey Bowers  
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

**EXPIRY: MAY 3, 2006 VALID: 06/22/05**

PLATE: HC52722 REG. GROSS WT: 29900  
TITLE: 42653092702 NO. 01  
VIN: CIADDAV103312  
MAKE: 1980 CHEVROLET  
TYPE: NTRH  
WID: 05173 0311 000675-001

RONALD M NOVOSAT  
RD4 BOX 282 C  
BLAIRSTVILLE PA  
15717

Change your address online at: [www.state.pa.us](http://www.state.pa.us) Pa Keyword "DMV"

  
SIGNATURE

I hereby acknowledge this day that I have received  
notice of the provisions of Section 3709 of the Vehicle  
Code.

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

MICHAEL A. SEGALLA and :  
SANDRA LYNN SEGALLA, :  
Plaintiffs :  
:  
vs. : No. 2007-57-CD  
:  
RONALD M NOVOSAT :  
Defendant :  
:

**WRIT OF EXECUTION**  
**NOTICE**

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

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

If you have an exemption, you should do the following promptly:  
(1) Fill out the attached exemption claim form and demand for a prompt hearing: (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

Property Belonging to Another Person. If there is property at your residence (or in your bank account) that belongs to another person or that you own with another person, you should notify that person so that he/she can file a Property Claim or other legal papers with the Sheriff's Office to prevent his/her property from being taken or sold at Sheriff's Sale to satisfy your debt. See enclosed forms.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF  
YOU'D O NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR  
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE  
YOU CAN GET LEGAL HELP.

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814)765-2641, Ext 5982

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

MICHAEL A. SEGALLA and  
SANDRA LYNN SEGALLA,  
Plaintiffs

vs. : No. 2007-57-CD

RONALD M NOVOSAT  
Defendant

**CLAIM FOR EXEMPTION**

I, the above named defendant, claim exemption of property from  
levy attachment:

(1) From my personal property in my possession which has been  
levied upon:

(a) I desire that my \$300.00 statutory exemption be  
(      ) (i.) set aside in kind (specify property to be set  
aside in kind):

(      ) (ii.) paid in cash following the sale of the property  
levied upon:

(b) I claim the following exemption (specify property and  
basis for exemption)

---

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

(a) My \$300.00 statutory exemptions: (in cash); in kind  
(specify property):

---

(b) Social Security benefits on deposit in the amount of  
\$ \_\_\_\_\_

(c) Other (specify amount and basis of exemption):

---

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

---

(address)

(telephone number)

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

Date: \_\_\_\_\_

Defendant

THIS CLAIM TO BE FILED WITH THE:

Prothonotary  
Clearfield County Courthouse  
230 E. Market Street  
DuBois, PA 15801  
(814) 765-2641

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms and equipment
- (3) Most wages and unemployment compensation
- (4) Social Security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceedings
- (8) Such other exemptions as may be provided by law

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Michael A. Segalla and  
Sandra Lynn Segalla,

Vs.

NO.: 2007-00057-CD

Ronald M. Novosat,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against MICHAEL A. SEGALLA, SANDRA LYNN SEGALLA, Plaintiff(s) from RONALD M. NOVOSAT, , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:

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

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), 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; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

(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 such other person that he or she has been added as a garnishee and is enjoined as above stated.

(4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$15,500.00  
INTEREST FROM: 5/3/07  
ATTY'S COMM: \$  
DATE: 07/16/2007

PROTH. COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: S. Casey Bowers, Esq.  
3 S. Brady St., Suite 300  
DuBois, PA 15801  
814-371-7768

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20629  
NO: 07-57-CD

PLAINTIFF: MICHAEL A. SEGALLA AND SANDRA LYNN SEGALLA

VS.

DEFENDANT: RONALD M. NOVOSAT

Execution PERSONAL PROPERTY

**SHERIFF RETURN**

DATE RECEIVED WRIT: 7/16/2007

LEVY TAKEN 9/4/2007 @ 1:29 PM

POSTED 11/28/2007 @ 2:52 PM

SALE HELD 12/14/2007

SOLD TO AND AMOUNT MICHAEL A. SEGALLA AND SANDRA LYNN SEGALLA

SOLD TOTAL AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/28/2007

**FILED**  
02-30-07  
DEC 28 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

@ SERVED RONALD M. NOVOSAT

OCTOBER 18, 2007 DEPUTIZED WESTMORELAND TO SERVE WRIT, NOTICE OF SALE, AND COPY OF THE LEVY. NOVEMBER 12, 2007 RECEIVED NOT FOUND RETURN FROM WESTMORELAND COUNTY.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

12/4/2007 @ SERVED RONALD M. NOVOSAT

SERVED RONALD M. NOVOSAT, DEFENDANT, AT 337 SPRING STREET, LATROBE, PENNSYLVANIA BY REG & CERT MAIL CERT #70060810000145073527. SIGNED FOR BY RONALD NOVOSAT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20629  
NO: 07-57-CD

PLAINTIFF: MICHAEL A. SEGALLA AND SANDRA LYNN SEGALLA

VS.

DEFENDANT: RONALD M. NOVOSAT

Execution PERSONAL PROPERTY

**SHERIFF RETURN**

---

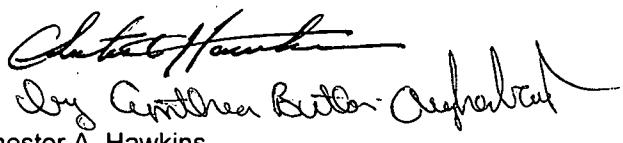
SHERIFF HAWKINS \$120.12

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Michael A. Segalla and  
Sandra Lynn Segalla,

Vs.

NO.: 2007-00057-CD

Ronald M. Novosat,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against MICHAEL A. SEGALLA, SANDRA LYNN SEGALLA, Plaintiff(s) from RONALD M. NOVOSAT, , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:

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

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), 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; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

(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 such other person that he or she has been added as a garnishee and is enjoined as above stated.

(4) If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

AMOUNT DUE/PRINCIPAL: \$15,500.00

INTEREST FROM: 5/3/07

ATTY'S COMM: \$

DATE: 07/16/2007

PROTH. COSTS PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 16<sup>th</sup> day  
of July A.D. 2007  
At 8:00 A.M./P.M.

Requesting Party: S. Casey Bowers, Esq.  
3 S. Brady St., Suite 300  
DuBois, PA 15801  
814-371-7768

Chesler A. Hendrie  
Sheriff by Cynthia Butler-Clyburn



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5906

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

KAREN BAUGHMAN  
CLERK TYPIST

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 20629 TERM & NO. 07-57-CD

MICHAEL A. SEGALLA AND SANDRA LYNN SEGALLA  
vs.  
RONALD M. NOVOSAT

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

SERVE BY: ~~NOV 5, 2007~~ *ASAP*

### MAKE REFUND PAYABLE TO RETURN TO BE SENT TO THIS OFFICE

**SERVE:** RONALD M. NOVOSAT

**ADDRESS:** 337 SPRING STREET  
LATROBE, PA 15650

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF WESTMORELAND COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, October 18, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SEARCHED **CHRIS SCHERER, SHERIFF OF WESTMORELAND COUNTY**  
 2 NORTH MAIN STREET  
 GREENSBURG, PA 15601  
 (724) 830-3457 Fax (724) 830-3660

SCAN

DATE: October 18, 2007

PG AF  
 LAST DAY TO SERVE: NOVEMBER 5, 2007 *ASAP*

*Cleatfield County*

CASE# 07-57-CD

PLAINTIFF: MICHAEL A. SEGALLA AND SANDRA LYNN SEGALLA  
 VS.

DEFT(S): RONALD M. NOVOSAT

SERVE: RONALD M. NOVOSAT  
 (DEFT(S)/GARNISHEE)

ADDRESS: 337 SPRING STREET  
 LATROBE, PA 15650

**INDICATE TYPE OF SERVICE**

PERSON IN CHARGE  PERSONAL ONLY  
 CERTIFIED MAIL  SEIZE/STORE

DEPUTIZE  POST  
 OTHER

**SHERIFF'S OFFICE USE ONLY**

I hereby CERTIFY and RETURN that on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ o'clock A.M./P.M.  
 Address Above/Address Below, County of Westmoreland Pennsylvania I have served in the manner Described below:

Defendant(s) personally served \_\_\_\_\_  
 Adult in charge of Defendant's residence at time of service (name & relationship) \_\_\_\_\_  
 Manager/other person authorized to accept \_\_\_\_\_  
 Agent or person in charge of Defendant(s) office or usual place of business \_\_\_\_\_  
 Other \_\_\_\_\_  
 Property Posted \_\_\_\_\_

Defendant Not Found because:  Moved  Unknown  No Answer  Vacant  Other \_\_\_\_\_

Attempts made by leaving Sheriff's Card No response \_\_\_\_\_

Certified Mail  1<sup>st</sup> Class Mail  Ordinary Mail/Certificate of Mailing \_\_\_\_\_

ATTEMPTS 11507 180P 1 / / /

810  
 DEPUTY'S REMARKS:

**DEPUTY'S SIGNATURE:**

Advanced monies received \$ 125.00	West'd Sheriff's Costs \$ 36.20	Deputized Cty Costs \$	TOTAL COSTS RECORDED \$ 36.20
---------------------------------------	------------------------------------	---------------------------	----------------------------------

Refund \$	88.80	Additional Amt Owed \$
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CLEARFIELD

NOW: OCTOBER 18, 2007 I, SHERIFF OF WESTMORELAND COUNTY, PA do hereby deputized the  
 Sheriff of WESTMORELAND County to execute this Writ and make return thereof according to law.

Deputized Cty Ck # \_\_\_\_\_ Advance Amt \$ \_\_\_\_\_

Deputized Notary Ck \$ \_\_\_\_\_

SHERIFF

AFFIRMED and subscribed to before me this

8th day of November 2007 COMMONWEALTH OF PENNSYLVANIA

*Rosemary Spangler* Notarial Seal  
 Rosemary Spangler, Notary Public  
 My Commission Expires Dec 2013  
 Notary Public/Prothonotary Signature of Sheriff (Westmoreland Co)  
 Prothonotary (White Copy) Attorney (Clerk) Sheriff (Pink Copy)

Date 11-6-07 CS


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## Track & Confirm

### Search Results

Label/Receipt Number: **7006 0810 0001 4507 3527**

Status: Delivered

Your item was delivered at 4:20 PM on December 4, 2007 in LATROBE, PA 15650.

[Additional Details >](#)
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### Track & Confirm

Enter Label/Receipt Number.

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

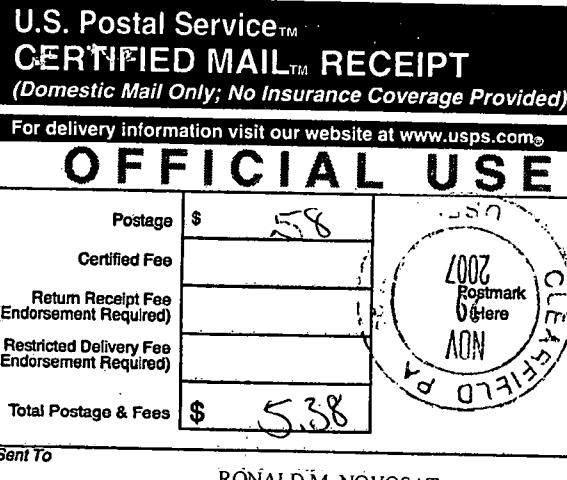
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No FEAR Act EEO Data

FOIA

7006 0810 0001 4507 3527



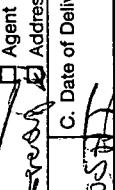
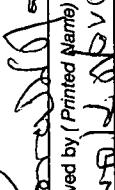
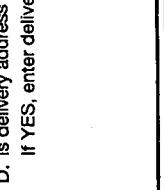
Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

RONALD M. NOVOSAT  
337 SPRING STREET  
LATROBE, PA 15650

PS Form 3800, June 2002

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY	
<p>A. Signature </p> <p>B. Received by / Printed Name </p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: </p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
SENDER: COMPLETE THIS SECTION	
<p>1. Article Addressed to:</p> <p>RONALD M. NOVOSAT 337 SPRING STREET LATROBE, PA 15650</p> <p>2. Article Number  (Transfer from service label)</p> <p>7006 0810 0001 4507 3527</p> <p>102395-022-M-1540</p>	

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RONALD M. NOVOSAT      NO. 07-57-CD

NOW, December 28, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 14, 2007, I exposed the within described real estate of Ronald M. Novosat to public venue or outcry at which time and place I sold the same to MICHAEL A. SEGALLA AND SANDRA LYNN SEGALLA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	9.00
SERVICE	9.00
MILEAGE	
LEVY	20.00
MILEAGE	15.52
POSTING	9.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	7.60
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$120.12</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	15,500.00
INTEREST @ %	0.00
FROM TO 12/14/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$15,520.00</b>
<b>COSTS:</b>	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	120.12
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$245.12</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

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