

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 389-5622

24 HOUR PHONE
(717) 784-6300

SHERIFF'S NOTICE

The News Journal Company

VS

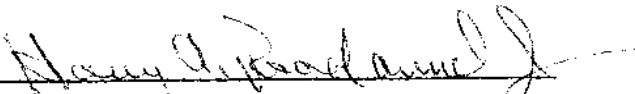
NO. 147 term, ~~19~~2001

Michael Mazur t/a, SPA Assoc., SPA Depot
of Delaware and Crystal Clear Pool & Spa

To All Parties in Interest:

You are hereby notified that a property claim, a copy of which is attached hereto, has been filed by M&T Bank claiming the property listed therein. Unless an appraisal of the property is requested within ten (10) days from the date of this notice, the Sheriff without making an appraisal will accept the value of the property set forth in the claim. Claim accepted, all items removed from levy.

Date: March 11, 2002



Harry A. Roadarmel Jr. Sheriff

LAW OFFICES
ELION, WAYNE, GRIECO, CARLUCCI, SHIPMAN & IRWIN, P.C.

570-326-2443

WILLIAM P. CARLUCCI
RHONDA L. DAVIS
CHRISTINA L. DINGES
ROBERT B. ELION
ANTHONY J. GRIECO II
DAVID K. IRWIN
DAVID C. SHIPMAN
KRISTINE L. WALTZ
ROBERT B. WAYNE

Fax
570-326-1585

February 26, 2002

Sheriff Harry A. Roadarmel
Columbia County
P.O. Box 380
Bloomsburg, PA 17815

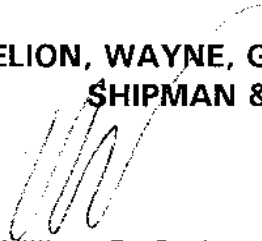
**RE: News Journal Company v. Michael Mazur
No. 147ED-2001**

Dear Sheriff Roadarmel:

Kindly be advised that our office represents M & T Bank. Enclosed you will find a Property Claim in regard to some property that is scheduled for sale on Friday, March 1, 2002. If you have any questions in regard to this matter, please do not hesitate to contact me.

Sincerely,

**ELION, WAYNE, GRIECO, CARLUCCI,
SHIPMAN & IRWIN, P.C.**


William P. Carlucci

WPC/mr
Enclosure



THE NEWS JOURNAL COMPANY,
an unincorporated division of
Gannett Co., Inc., a
Delaware corporation,

Plaintiff

v.

MICHAEL MAZUR t/a,
SPA ASSOCIATES, SPA DEPOT
OF DELAWARE AND CRYSTAL
CLEAR POOL & SPA,

Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: PENNSYLVANIA

: CIVIL ACTION-LAW
: NO.: 1208 OF 2001

2001 ED 147

CLERK OF COURTS OFFICE
COLUMBIA COUNTY, PA

2001 DEC 31 A 8:29

FILED
PROTHONOTARY

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter:

- (1.) Directed to the sheriff of Columbia County, PA;
- (2.) against Michael Mazur, t/a, Spa Associates, Spa Depot of Delaware and Crystal
Clear Pool & Spa, defendant; and
- (3.) against _____, garnishee(s);
- (4.) and index this writ
 - (a.) against Michael Mazur, t/a, Spa Associates, Spa Depot of Delaware and
Crystal Clear Pool & Spa, Defendant
 - (b.) against _____, as garnishee(s),


as a lis pendens against real property of the defendant in name of garnishee as follows:

_____ description of property

(5.) Amount due \$15,778.20

Interest from November 15, 2001 115.20

Costs to be added \$ _____



Gregory T. Moro, Esquire

THE NEWS JOURNAL COMPANY,
an unincorporated division of
Gannett Co., Inc., a
Delaware corporation,

Plaintiff

v.

MICHAEL MAZUR t/a,
SPA ASSOCIATES, SPA DEPOT
OF DELAWARE AND CRYSTAL
CLEAR POOL & SPA,

Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: PENNSYLVANIA

: CIVIL ACTION-LAW

: NO.: 147 ^{ED} OF 2001

WRIT OF EXECUTION NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. 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 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.

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.

North Penn Services
168 West Fifth Street Street
Bloomsburg, PA 17815
(570) 784-8760

THE NEWS JOURNAL COMPANY,
an unincorporated division of
Gannett Co., Inc., a
Delaware corporation,

Plaintiff

v.

MICHAEL MAZUR t/a,
SPA ASSOCIATES, SPA DEPOT
OF DELAWARE AND CRYSTAL
CLEAR POOL & SPA,

Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: PENNSYLVANIA

: CIVIL ACTION-LAW
: NO.: 1208 OF 2001

: 2001 ED 147

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Columbia

To the Sheriff of Columbia County:

To satisfy the judgment, interest and costs against Michael Mazur t/a Spa Associates,
Spa Depot of Delaware and Crystal Clear Pool & Spa, Defendant.

(1) you are directed to levy upon the property of the Defendant and to sell his
interest therein;

(2) you are also directed to attach the property of the Defendant not levied upon in
the possession of _____,
as garnishee,

(Specifically describe property)

and to notify the garnishee that

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

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

Amount due	\$ 15,520.00
Costs and Statutory	143.00
Interest	
6% from the date of Judgment forward.	115.20
TOTAL:	\$ <u>15778.20</u>

Interest from November 15, 2001. 115.20

Plus costs as per endorsement hereon.

Dec. 31, 2001
Date

Lami B. Kline
Prothonotary, Clerk of Common
Pleas of Columbia County,
Pennsylvania

Seal of the Court

Judgment \$ 19.50 paid.
Writ \$ 23.00 paid
Satisfy \$ 7.00

THE NEWS JOURNAL COMPANY,
an unincorporated division of
Gannett Co., Inc., a
Delaware corporation,

Plaintiff

v.

MICHAEL MAZUR t/a,
SPA ASSOCIATES, SPA DEPOT
OF DELAWARE AND CRYSTAL
CLEAR POOL & SPA,

Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: PENNSYLVANIA

: CIVIL ACTION-LAW
: NO.: 1208 OF 2001

CLAIM FOR EXEMPTION

To the Sheriff:

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

(1) From my person property in my possession which has been levied upon.

(a) I desire that my \$300 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; or

(b) I claim the following exemption (specify property and basis of exemption): _____

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

following exemptions:

(a) my \$300 statutory exemption: ___ in cash; ___ in kind (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

AFFIDAVIT

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

Date

Defendant

**THIS CLAIM TO BE FILED WITH THE OFFICE
OF THE SHERIFF OF COLUMBIA COUNTY**

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND
FEDERAL LAW**

1. \$300 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 proceeds
8. Such other exemptions as may be provided by law

COSTS

Prothonotary:

Complaint	\$ _____
Judgment	\$ <u>19.50</u>
Writ of Execution	\$ <u>23.50</u>
Satisfaction	\$ _____
Sheriff	\$ <u>100.00</u>

Attorney for Plaintiff:

Gregory T. Moro, Esquire
348 East Second Street
Bloomsburg, PA 17815
(717) 784-1010

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

NEWS JOURNAL COMPANY,	:	
Plaintiff	:	NO. 147ED-2001
	:	
vs.	:	
	:	
MICHAEL MAZUR,	:	
Defendant	:	

PROPERTY CLAIM OF M & T BANK

TO THE SHERIFF:

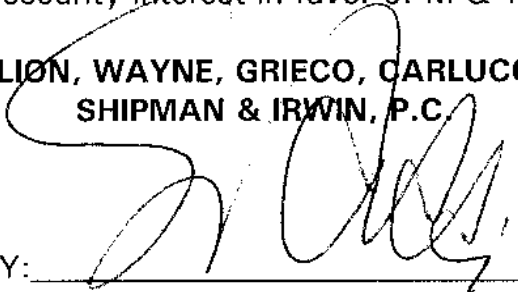
1. The property listed below and levied upon by the Sheriff in this case is NOT the property of the Defendant but is the property of the undersigned. A listed of the claimed property and the values thereof are:

LIST OF PROPERTY	VALUE
10' x 10' Gazebo	Unknown
4 Coast Spas	Unknown

2. The claimant obtained title to the property as follows:

Although the property was or is in the possession of the Defendant, it is the collateral of M & T Bank and subject to a perfected security interest. M & T Bank requests that the sale be stayed or, in the alternative, that every potential buyer be advised that the property is subject to a perfected security interest in favor of M & T Bank.

**ELIØN, WAYNE, GRIECO, CARLUCCI
SHIPMAN & IRWIN, P.C.**

BY: 
 William P. Carlucci, Esquire
 I.D. #30477

125 East Third Street
Williamsport, PA 17701
(570) 326-2443

LOAN REQ: 0490 CURRENT FINANCIAL INFO 02/22/02 PAGE 0001 OF 0001
 BANK: 10 AP: 1 OBGOR: 0000178124 OBGAT: 0000030001 MAZUR MICHAEL G
 DATE: 022502 CHG CD: INCLUDE ESCROW AMOUNT(Y/N): PAGE:
 ASSN UNIT : 04553 ORG EFF DATE: 06/19/97 OBLIG TYPE: 001
 OFFICER : TX001 MAT DATE : -DEMAND- GUARANTEE : NO
 RISK RATE : 00 LST REN DTE : COLL TYPE : 610
 EXP STRAT : 05 LST FIN ST : AUTO DEBIT: 00000003741017390
 STAT CODE : 0 NORM TKDOWN OBGOR: 0000178124 RATE : 6.25000000
 CHGOFF STA: N/A TKDOWN OBGAT: 0000000501 REL PRIME: 00100 + 1.50000

***** BALANCE INFO ***** ***** PAYOFF INFO *****

ORIG LN AMOUNT:	.00	PRINCIPAL AMT :	99,275.28
AVAIL CREDIT :	.00	INTEREST AMT :	534.30
NET BOOK BAL :	99,275.28	LATE FEES :	.00
12 MTH AVG BAL:	99,275.28	OTHER FEES :	.00
FEES COLL YTD :	.00	ESCROW :	.00
PER DIEM:	17.23529 ==>	PAYOFF 02/25/02 :	99,809.58

***** PAYMENT INFO *****

TOTAL BILLED:	534.30	PAYMENT AMOUNT:	
TOTAL PAST DUE:	.00	PAYMENT TYPE:	
INT FREQ MONTHLY	PD TO: 01/25/02	PRIN FREQ	PD TO: 10/10/00
DUE 02/25/02 :	534.30	DUE :	.00
PSTDUE :		PSTDUE :	

PROMISSORY NOTE
(Continued)

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested orally by Borrower or by an authorized person. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following party or parties are authorized to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: Michael G. Mazur and Patricia M. Mazur. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (a) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (b) Borrower or any guarantor ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (d) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (e) Lender in good faith deems itself insecure under this Note or any other agreement between Lender and Borrower.


GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

CONFESSION OF JUDGMENT. BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR BORROWER AFTER A DEFAULT UNDER THIS NOTE, AND WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE, ALL ACCRUED INTEREST, LATE CHARGES, AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY LENDER RELATING TO ANY COLLATERAL SECURING THIS NOTE TOGETHER WITH INTEREST ON SUCH AMOUNTS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS NOTE TO CONFESS JUDGMENT AGAINST BORROWER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS NOTE. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT, EXCEPT ANY NOTICE AND/OR HEARING REQUIRED UNDER APPLICABLE LAW WITH RESPECT TO EXECUTION OF THE JUDGMENT, AND STATES THAT EITHER A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO BORROWER'S ATTENTION OR BORROWER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.


BORROWER:

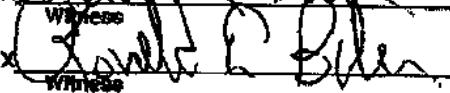


Michael G. Mazur (SEAL)

x 

Patricia M. Mazur, Co-signer (SEAL)

Signed, acknowledged and delivered in the presence of


Witness


Witness

COMMERCIAL SECURITY AGREEMENT

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

Borrower: Michael G. Mazar (SSN: 174-80-0039)
aka Crystal Clear Pools & Spa (TIN: 28-8891814)
129 East Seventh Street, Suite 2
Bloomington, PA 17013

Lender: NORTHERN CENTRAL BANK
Columbia Mail Office
Box 855
225 Central Penn Drive
Bloomington, PA 17013

THIS COMMERCIAL SECURITY AGREEMENT is entered into between Michael G. Mazar (referred to below as "Grantor"); and NORTHERN CENTRAL BANK (referred to below as "Lender"). For valuable non-consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

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

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

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

All now owned and hereafter acquired inventory, accounts receivables, machinery, equipment, furniture, fixtures and intangibles assets.

In addition, the word "Collateral" includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (a) All attachments, accessories, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above.
- (b) All products and products of any of the property described in this Collateral section.
- (c) All accounts, general intangibles, instruments, notes, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section.
- (d) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section.
- (e) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to create, update, maintain, and process any such records or data on electronic media.

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

Grantor. The word "Grantor" means Michael G. Mazar.

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

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

Lender. The word "Lender" means NORTHERN CENTRAL BANK, its successors and assigns.

Note. The word "Note" means the note or credit agreement dated June 15, 1997, in the principal amount of \$100,000.00 from Michael G. Mazar to Lender, together with all renewals of, amendments of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

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

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

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

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

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

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, and complies with applicable laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral.

Location of the Collateral. Grantor, upon request of Lender, will deliver to Lender in form satisfactory to Lender a schedule of real property and Collateral locations relating to Grantor's operations, including without limitation the following: (a) all real property owned or being purchased by Grantor; (b) all real property being rented or leased by Grantor; (c) all storage facilities owned, rented, leased, or being used by Grantor; and (d) all other properties where Collateral is or may be located. Except in the ordinary course of its business, Grantor shall not remove the Collateral from its existing locations without the prior written consent of Lender.

Removal of Collateral. Grantor shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) at Grantor's address shown above, or at such other locations as are agreeable to Lender. Except in the ordinary course of its business, including the sales of inventory, Grantor shall not remove the Collateral from its existing locations without the prior written consent of Lender. To the extent that the Collateral consists of vehicles, or other titled personal property, Grantor shall not remove the Collateral which would require application for certificates of title for the vehicles outside the

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

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

Collateral Schedule and Locations. Insofar as the Collateral consists of inventory, Grantor shall deliver to Lender, as often as Lender shall require, such title, descriptions, and designations of such Collateral as Lender may require to identify the nature, extent, and location of such Collateral. Such information shall be submitted for Grantor and each of its subsidiaries or related companies.

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

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any tax if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within seven (7) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be as long as this Agreement remains in force on the Collateral, used for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-540 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for hazardous waste and substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such law; and (b) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in full satisfaction to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require, if Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if it so chooses "single interest insurance" which will cover any Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or replacement. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum determined by Lender to be sufficient to produce, at least seven (7) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

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

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

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

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

(1) Failure of Grantor to make any payment when due on the

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

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

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

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

Creditor or Foreclosure Proceedings. Commencement of foreclosure or foreclosure proceedings, whether by judicial proceeding, self-help repossession or any other method, by any creditor of Grantor or by any governmental agency against the Collateral or any other collateral securing the indebtedness. This includes a garnishment of any of Grantor's deposit accounts with Lender. However, the Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Grantor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guaranty. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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

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

Right to Cure. If any default, other than a Default on Indebtedness, is curable and if Grantor has not been given a prior notice of a breach of the same provision of this Agreement, it may be cured (and no event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such default, (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter executes and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

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

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

Appoint Receiver. To the extent permitted by applicable law, Lender shall have the following rights and remedies regarding the appointment of a receiver: (a) Lender may have a receiver appointed as a matter of right; (b) the receiver may be an employee of Lender and may serve without bond; and (c) all fees of the receiver and his or her attorney shall become part of the indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

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

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

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

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

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

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

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services). Grantor also shall pay all court costs and such additional fees as may be directed by the court.

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

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

due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral and, in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (d) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

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

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

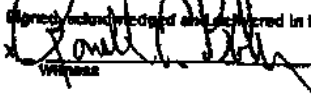
Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT, AND GRANTOR AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JUNE 19, 1997.

THIS AGREEMENT HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

Michael G. Masau (REAL)

Signed, acknowledged and witnessed in the presence of:

Witness

X
Witness

LENDER:
WORTHINGTON CENTRAL BANK

Authorized Officer

PARTIES

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

Mazur, Michael G.
599 East Seventh Street, Suite 2
Bloomsburg, PA 17815

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

Vd/b/a Crystal Clear Pool & Spa
599 East Seventh Street, Suite 2
Bloomsburg, PA 17815

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

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

NORTHERN CENTRAL BANK
Box 655
225 Central Penn Drive
Bloomsburg, PA 17815

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

SPECIAL TYPES OF PARTIES (Check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor", respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor", respectively.
- Debtor is a Transmitting Utility

SECURED PARTY SIGNATURE(S)

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

- a. ACQUIRED AFTER A CHANGE OF NAME, IDENTITY OR CORPORATE STRUCTURE of the Debtor.
- b. as to which the filing has impact.
- c. already subject to a security interest in ANOTHER COUNTY in Pennsylvania:
 - when the COLLATERAL WAS MOVED to this county.
 - when the DEBTOR'S RESIDENCE OR PLACE OF BUSINESS WAS MOVED to this county.
- d. already subject to a security interest in ANOTHER JURISDICTION:
 - when the COLLATERAL WAS MOVED to Pennsylvania.
 - when the DEBTOR'S RESIDENCE OR PLACE OF BUSINESS WAS MOVED to Pennsylvania.
- e. which is PROCEEDS of the collateral described in block 5, in which a security interest was previously perfected (also describe proceeds in block 5, if purchased with cash proceeds and not adequately described on the original financing statement).

SECURED PARTY SIGNATURE(S):
(required only if box(es) is checked above)

FINANCING STATEMENT
UNIFORM COMMERCIAL CODE FORM UCC-1

FILING NO. (stamped by filing office)

CLERK OF COURTS OFFICE

DATE, TIME, FILING OFFICE
(stamped by filing office)

JUL 7 11 53 AM '97

4 0 1 4
40614

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

- Secretary of the Commonwealth.
- Prothonotary of Columbia County
- real estate Records of _____ County.

NUMBER OF ADDITIONAL SHEETS (if any):

OPTIONAL SPECIAL IDENTIFICATION (Max. 16 characters): 1781243001

COLLATERAL

Identify collateral by item and/or type:

All now owned and hereafter acquired inventory, accounts receivables, machinery, equipment, furniture, fixtures and intangibles assets; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

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

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

- a. CROPS growing or to be grown on --
- b. goods which are to become FUTURE on --
- c. MINERALS or the like (including oil and gas) as extracted on --
- d. ACCOUNTS RESULTING FROM THE SALE OF MINERALS or the like (including oil and gas) at the wellhead or minehead on --

the following real estate:

STREET ADDRESS:

DESCRIBE AS: Book _____ of (check one) Deeds Mortgages, of Page(s) _____ for _____ County. Uniform Parcel Identifier _____

Describe on Additional Sheet

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

DEBTOR SIGNATURE(S)

Debtor Signature(s)

Michael G. Mazur

RETURN RECEIPT TO:

KeyStone Loan Operations
Attn: Collateral Department
130 Court Street, PO Box 3157
Williamsport PA 17701, Williamsport PA 17701

FILING OFFICE ACKNOWLEDGEMENT - County only.

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

Approved by the Secretary of the Commonwealth

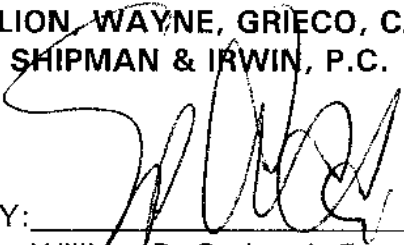
CERTIFICATE OF SERVICE

WILLIAM P. CARLUCCI, hereby certifies and says that on this ²⁶ day of February, 2002 he served a copy of the document upon which this Certificate of Service is attached upon the following:

Greg Moro, Esquire
348 East Second Street
Bloomsburg, PA 17815

by placing a copy of the same in the United States mail, first class delivery addressed as set forth above.

**ELION WAYNE, GRIECO, CARLUCCI
SHIPMAN & IRWIN, P.C.**

BY: 
William P. Carlucci, Esquire
I.D. #30477

125 East Third Street
Williamsport, PA 17701
(570) 326-2443

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, COMMONWEALTH
OF PENNSYLVANIA.

THE NEWS JOURNAL COMPANY

VS.

MICHAEL MAZUR

WRIT OF EXECUTION #147 OF 2001 ED

POSTING OF PROPERTY

FEBRUARY 19, 2002 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY MICHAEL MAZUR AT COLUMBIA BLVD BLOOMSBURG COLUMBIA COUNTY
PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY CHIEF DEPUTY
SHERIFF TIMOTHY CHAMBERLAIN.

SO ANSWERS:

DEPUTY SHERIFF

SHERIFF, HARRY A ROADARMEL, JR.

SWORN TO AND SUBSCRIBED BEFORE ME

20TH DAY OF FEBRUARY 2002

NOTARIAL SEAL
WENDY WESTOVER, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA CO., PA
MY COMMISSION EXPIRES NOVEMBER 07, 2005

SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION 147 ED 2001 TO ME DIRECTED BY THE COURTS, THERE WILL BE SOLD AT PUBLIC SALE, ON FRIDAY MARCH 1, 2002 AT 1:30 O'CLOCK PM AT THE PLACE COLUMBIA BLVD BLOOMSBURG IN THE TOWN OF BLOOMSBURG COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, THE FOLLOWING ARTICLES OF PERSONAL PROPERTY, TO WIT:

10'X10' GAZEBO

4 COAST SPAS

TOGETHER WITH ALL OTHER ARTICLES FOUND AND BELONGING TO THE DEFENDANT(S) AND NOT ENUMERATED: SEIZED AND TAKEN INTO EXECUTION, AS THE PROPERTY OF MICHAEL MAZUR AT COLUMBIA BLVD BLOOMSBURG AND TO BE SOLD BY HARRY A ROADARMEL, JR. SHERIFF OF COLUMBIA COUNTY, BLOOMSBURG, PA17815 (570-389-5622).

Friday 1-18-02
1100

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN

SERVICE# 10 - OF - 11 SERVICES
DOCKET # ~~14-ED2001~~

PLAINTIFF SI BANK & TRUST

147-01

DEFENDANT ~~JOHN P. AND SHEILA A. BELLUM~~

Michael Mazur

PERSON/CORP TO SERVED
MITCHELL A. SOMMERS, ESQ.
3 WEST MAIN STREET
EPHRATA

PAPERS TO SERVED
WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

389-0119

SERVED UPON Michael

RELATIONSHIP _____ IDENTIFICATION _____

DATE 1-18-02 TIME 1440 MILEAGE _____ OTHER _____

Race ___ Sex ___ Height ___ Weight ___ Eyes ___ Hair ___ Age ___ Military ___

- TYPE OF SERVICE:
- A. PERSONAL SERVICE AT POA ___ POB ___ POE ___ CCSO ___
 - B. HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA
 - C. CORPORATION MANAGING AGENT
 - D. REGISTERED AGENT
 - E. NOT FOUND AT PLACE OF ATTEMPTED SERVICE

2-18
3-1
1330

F. OTHER (SPECIFY) _____

ATTEMPTS DATE	TIME	OFFICER	REMARKS
<u>1-14-02</u>	<u>1020</u>	_____	<u>will call</u>
_____	_____	_____	_____
_____	_____	_____	_____

DEPUTY _____ DATE _____

EXECUTION LEVY SHEET

PERSONAL PROPERTY LEVIED UPON

\$16,027.70

Malliano's

10' x 10' Gazebo

4 Cost Spa

LAW OFFICES OF MORO & MORO
GREGORY T. MORO
HOPE R. MORO
348 E 2ND STREET
BLOOMSBURG, PA 17815

245

60-574
313

PAY
TO THE
ORDER OF

Columbia County Sheriff

DATE *12/31/01*

\$ *100.00*

00/100 DOLLARS

FNB Bank, N.A.
Danville, Pennsylvania 17821

Security Features
Printed on Recycled Paper

FOR

Chancery

⑆000245⑆ ⑆031305745⑆ 288307201⑆

MP

LAW OFFICES OF MORO & MORO
GREGORY T. MORO
HOPE R. MORO
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