

00-610-CP
TREASURE LAKE PROPERTY OWNERS -vs- REYNOLD A. PAAJANEN
ASSOCIATION, INC.

①

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

④ TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.,
Plaintiff

vs

⑧ REYNOLD A. PAAJANEN and
Defendant

CP

: NO. 00 - 60 - ~~Equ~~
:
: Type of Case: Equity
:
: Type of Pleading: Complaint
: in Equity and Assumpsit
:
:
: Filed on Behalf of: Plaintiff
:
: Counsel of Record for this Party:
:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
:
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
:
: (814) 765-9611

FILED

MAY 23 2000

William A. Shaw
Prothonotary

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

TREASURE LAKE PROPERTY OWNERS :
ASSOCIATION, INC., :
Plaintiff :

vs. :

No. 00 - - EQU

REYNOLD A. PAAJANEN and :
Defendant :

NOTICE

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
Telephone: 814-765-2641 Ex 50-51

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

TREASURE LAKE PROPERTY OWNERS :
ASSOCIATION, INC., :
Plaintiff :

vs. :

No. 00 - - EQU

REYNOLD A. PAAJANEN and :
Defendant :

COMPLAINT IN EQUITY AND ASSUMPSIT

COMES NOW, the Plaintiff, Treasure Lake Property Owners Association, Inc. ("TLPOA") by and through its attorney, Michael P. Yeager, Esquire, and files the within Complaint based upon a cause of action whereof the following is a statement:

1. The Plaintiff is the Treasure Lake Property Owners Association, Inc., a Pennsylvania nonprofit corporation, located within the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, and with a mailing address of 13 Treasure Lake, DuBois, PA 15801.

2. The Defendant is Reynold A. Paajanen an adult individual, whose principal address is 1145 High Street N.E., Warren, OH 44483.

3. Defendant secured title to Lot No. 728, in Section 15 "Bimini" in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania by virtue of a Quit-Claim Deed from Eleanor G. Paajanen dated November 28, 1983 and recorded in Clearfield County Deeds & Records Vol. 926 at page 47. A true and correct copy of the aforesaid Quit-Claim Deed is attached

hereto, made part hereof and incorporated herein as "Exhibit A".

4. On September 16, 1999, a Quit-Claim Deed dated July 19, 1999 was lodged for record by the Defendant in Clearfield County attempting to transfer the interest referred to in Exhibit A above to the Plaintiff. A copy of that Quit-Claim Deed dated July 19, 1999 and recorded as Instrument No. 199915475 is attached hereto, made part hereof and incorporated herein as "Exhibit B".

5. Clearfield County records otherwise indicated that the aforesaid Quit-Claim Deed was lodged for record with the Clearfield County Recorder of Deeds by Reynold A. Paajanen, the Defendant herein. A copy of the recording receipt related to the Quit-Claim Deed described in Exhibit B is incorporated within that Exhibit B.

6. The Quit-Claim Deed described in Exhibit B was duly executed by the Defendant with the joinder of his current wife and notarized as his signature on July 19, 1999.

7. The attempted conveyance underlying the aforesaid Quit-Claim Deed described in Exhibit B was never agreed to nor authorized by the Plaintiff.

8. The Plaintiff at no time agreed to purchase the interest of the Defendant as is identified in the Quit-Claim Deed attached as "Exhibit B".

9. The Plaintiff also neither expressly nor impliedly indicated to Defendant that it would accept the Quit-Claim Deed described in Exhibit B and further gave no consent to any

recording thereof.

COUNT I

DECLARE THE QUIT-CLAIM DEED NULL AND VOID AND TO BE STRICKEN OFF

11. Plaintiff incorporates previous Paragraphs 1 thorough 10 as though the same were more fully set forth at length herein.

12. The Plaintiff never agreed to accept and never did accept the aforesaid Quit-Claim Deed described in Exhibit B nor the conveyance of the Treasure Lake lot described therein.

13. The Plaintiff otherwise refuses to accept the conveyance of the interest described in the Quit-Claim Deed depicted in Exhibit B.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant as follows:

(a) That the Quit-Claim Deed described in Exhibit B and otherwise recorded as aforesaid in Clearfield County Instrument No. 199915475 be declared to be null and void and of no further legal effect;

(b) That the Quit-Claim Deed described in Exhibit B and otherwise recorded as aforesaid be ordered by this Court to be stricken off the records of Clearfield County and otherwise; and

(c) That the Defendant be enjoined and restrained from conveying the interest described in Exhibit B to the Plaintiff unless the said Plaintiff shall agree to accept the same prior to recording of any Quit-Claim Deed of

conveyance; and

(d) That the Defendant, Reynold A. Paaanen, by Order of this Court, be declared the owner of Lot 728 in Section 15 within the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania; and

(e) That the Court order such other relief that it finds to be fair, reasonable and necessary.

COUNT II

COSTS AND ATTORNEY'S FEES

14. Plaintiff incorporates previous Paragraphs 1 through 13 as though the same were more fully set forth at length herein.

15. It was not until after the Quit-Claim Deed described in Exhibit B was recorded as aforesaid and mailed to the Plaintiff that the Plaintiff even became aware of Defendant's unilateral actions in attempting to transfer the interest described therein to the Plaintiff.

16. Once the Plaintiff became aware of the recording of the Quit-Claim Deed described in Exhibit B as aforesaid, it immediately initiated attempts to resolve the controversy otherwise described herein.

17. As a part of those attempts to resolve the within controversy, Plaintiff authorized its attorney to correspond with Defendant as aforesaid. Copies of correspondence dated October 22, 1999, February 24, 2000 and April 4, 2000 indicating the discussions and attempts to resolve this matter, are attached

hereto, made made part hereof and incorporated herein as "Exhibit C".

18. Nevertheless, despite the correspondence attempting to resolve the matter as described in Exhibit C, Defendant refused and continues to refuse to resolve the controversy described herein and acknowledge acceptance of a Quit-Claim Deed reconveying the property to him and otherwise recording the same.

19. Plaintiff believes and therefore avers that there is no lawful, proper or legitimate basis for Defendant to assert any legal right that would entitle Defendant to transfer the real estate interest described in Exhibit B to Plaintiff without Plaintiff's consent.


20. In the event that actions by or on behalf of the Defendant are found to have delayed the final entry of judgment in this case; or have otherwise amounted to arbitrary, vexatious and bad faith conduct, Plaintiff seeks to recover attorney's fees and costs under the provisions of 42 Pa. C.S.A. §2503(6), (7) and (9).

WHEREFORE, and in the alternative, and if justified by the course of conduct on the part of Defendant which might occur in this proceeding, Plaintiff requests that counsel fees and costs be awarded to the Plaintiff and otherwise against the Defendant pursuant to the provisions of 42 Pa. C.S.A. §2503(6), (7) and (9).

Respectfully submitted:

Dated: _____

5/23/00



Michael P. Yeager, Esquire
Attorney for Plaintiff

THIS QUITCLAIM DEED.

VOL 926 PAGE 47

Made this 28th day of November, in the year 1983,
between ELEANOR G. PAAJANEN, 1145 High N.E., Warren, Ohio, 44483 and
REYNOLD A. PAAJANEN, 1145 High N.E., Warren, Ohio, 44483;

WITNESSETH, that in consideration of One Dollar (\$1.00), in
hand paid, the receipt whereof is hereby acknowledged, and of love
and affection, ELEANOR G. PAAJANEN, Transferor, does hereby release
and quitclaim to REYNOLD A. PAAJANEN, Transferee, all that certain
land, described as follows:

Being an undivided one-half ($\frac{1}{2}$) interest in the
following described property:

All that certain tract of land designated as Lot
No. 728, Section 15 "Bimini", in the Treasure
Lake Subdivision in Sandy Township, Clearfield
County, Pennsylvania, as recorded in the Recorder
of Deeds Office.

Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations,
restrictions and limitations shown or contained
in prior instruments of record and in the aforesaid
recorded plan.
2. The Declaration of Restrictions, Treasure
Lake, Inc., recorded in Misc. Book Vol. 146, p. 476;
all of said restrictions being covenants which run
with the land.
3. All mineral and mineral rights of every kind
and nature.
4. A lien for all unpaid charges or assessments
as may be made by Treasure Lake of Pennsylvania,
Inc. or Treasure Lake Property Owners Association,
Inc., which lien shall run with the land and be an
encumbrance against it.

BEING the same property which Treasure Lake, Inc.,
by its deed dated August 3, 1972, which was recorded
in Deed Book Volume 631, page 300 in the office of
the Recorder of Deeds of Clearfield County, granted
and conveyed unto David S. Elder, Jr. and Janet A.
Elder, his wife, Grantors therein.

For prior reference see Deed from DAVID S. ELDER, JR.
and JANET A. ELDER, his wife to REYNOLD A. PAAJANEN
and ELEANOR G. PAAJANEN, his wife, dated January 28,
1974, which was recorded in Deed Book Volume 669,
Page 275 in the office of the Recorder of Deeds
of Clearfield County.

This Deed is from Wife to Husband, therefore there is no realty stamp
tax.

EXHIBIT

A

THIS QUIT-CLAIM DEED

AFFIDAVIT No: 31020

Made this 19th day of July, in the year 1999, between REYNOLD A. PAAJANEN,
1145, Warren, OH 44483, Transferor, and TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC., 13 Treasure Lake, DuBois, PA 15801-9099, Transferee;

This deed is for no (-0-) consideration, therefore there is no realty stamp tax, REYNOLD
A. PAAJANEN, Transferor, does hereby release and quit-claim to TREASURE LAKE
PROPERTY OWNERS ASSOCIATION, INC., Transferee, all that certain land described as
follows:

All that certain tract of land designated as Lot No. 728, Section 15 "Bimini", in the
Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania,
as recorded in the Recorder of Deeds Office.

Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or
contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book
Vol. 146, p. 476; all of said restrictions being covenants which run with the
land
3. All mineral and mineral rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake
of Pennsylvania, Inc. or Treasure Lake Property Owners Association, Inc.,
which lien shall run with the land and be an encumbrance against it.

BEING the same property which Treasure Lane, Inc., by its deed dated August 3,
1972, which was recorded in Deed Book Volume 631, page 300 in the office of
the Recorder of Deeds of Clearfield County, granted and conveyed unto David S.
Elder, Jr. and Janet A. Elder, his wife, Grantors therein.

For prior reference see Deed from DAVID S. ELDER, JR. and JANET A.
ELDER, his wife to REYNOLD A. PAAJANEN and ELEANOR G. PAAJANEN,
his wife, dated January 28, 1974, which was recorded in Deed Book Volume 659,
Page 275 in the office of the Recorder of Deeds of Clearfield County.

Prior reference see Deed from Eleanor G. Paajanen to Reynold A. Paajanen, dated
November 28, 1983, which was recorded in Deed Book Volume 926, Page 47 in
the office of the Recorder of Deeds of Clearfield County.

KAY HILL PAAJANEN, wife of the Grantor, releases all rights of dower therein.

In witness whereof, the Transferor and his wife have hereunto set their hands the day and
year first above written.

IN PRESENCE OF:

Mellie Kuschick

Reynold A. Paajanen
REYNOLD A. PAAJANEN



Daniel Gerin
Daniel Gerin

Kay Hill PaaJanen
KAY HILL PAAJANEN

STATE OF OHIO)
) SS:
COUNTY OF TRUMBULL)

Before me, a Notary Public, in and for said state, personally appeared the above named
REYNOLD A. PAAJANEN and KAY HILL PAAJANEN, who acknowledged that they did sign
the foregoing instrument, and that the same is their free act and deed.

In testimony whereof, we have hereunto subscribed my hand at Warren, Ohio, this
19th day of July, 1999.

Sallie E. Kurilchick
NOTARY PUBLIC

SALLIE E. KURILCHICK
Notary Public
State of Ohio
Commission Expires
March 20, 1999-2001

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

Recorded in the office of the Recorder of Deeds in and for said County, in Deed Book
No. _____, Page _____.

Witness and Records my hand and official seal this _____ day of _____
1999.

RECORDER OF DEEDS

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

DEED

INSTRUMENT NUMBER
199915475
RECORDED ON
Sep 16, 1999
12:34:01 PM
TO
REYNOLD A. PAAJANEN
TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.
RECORDING FEES - \$13.00
COUNTY IMPROVEMENT FUND \$1.00
RECORDED IMPROVEMENT FUND \$1.00
STATE TRANSFER TAX \$58.01
STATE WRIT TAX \$0.50
SANDY TOWNSHIP \$29.00
DUBOIS AREA SCHOOLS \$29.01
TOTAL \$131.52

PaaJanen

Federal Revenue
State Revenue
Recording Fee

FILE COPY

Law Office

MICHAEL P. YEAGER

P. O. Box 752

110 NORTH SECOND STREET

CLEARFIELD, PENNSYLVANIA 16830

(814) 765-9811

FAX (814) 765-8503

April 4, 2000

Reynold A. Paajanen
1145 High Street N.E.
Warren, OH 44483

Re: Treasure Lake Lot 728, Section 15
My File No. Y-302(ss)#29

Dear Mr. Paajanen:

On February 24, 2000, I wrote to you relative to your options as to the above-captioned matter and have heard nothing concrete since that time. Let me assure you, the TLPOA must pursue this matter to a conclusion and your only two choices remain as described in that letter. To do nothing will result in litigation; and I believe an Order of Court declaring that the property is still yours.

Please avoid additional expenses and costs by accepting a Deed back as described in my letter.

YOU ARE IN DEBT IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED NINE AND 30/100 (\$1,309.30) DOLLARS. UNLESS YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, THE DEBT WILL BE ASSUMED TO BE VALID. IF YOU NOTIFY ME IN WRITING WITHIN THIRTY (30) DAYS THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, YOU WILL RECEIVE VERIFICATION OF THE DEBT OR A COPY OF THE JUDGMENT BY MAIL. FURTHERMORE, IF YOU SO REQUEST IN WRITING WITHIN THE THIRTY-DAY PERIOD, I WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF THE SAME IS DIFFERENT FROM THE CURRENT CREDITOR. I MAY PROCEED WITH SUIT AGAINST YOU WITHOUT WAITING THE 30 DAYS, IF SO REQUESTED BY MY CLIENT. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



Page 2

Accordingly, I need to hear from you within ten (10) days of receipt of this letter. Otherwise, I will proceed with litigation.

Very truly yours,


Michael P. Yeager

MPY/ljs

pc: Matt Begley - TLPOA

Law Office
MICHAEL P. YEAGER
P. O. Box 752
110 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-9611
FAX (814) 765-9503

October 22, 1999

330-344-7089

Reynold A. Paaanen
1145 High Street, N.E.
Warren, OH 44483

Re: Treasure Lake Property Owners Association, Inc.
Lot 728, Section 15

Dear Mr. Paaanen:

Please be advised that I am the attorney for the Treasure Lake Property Owners Association, Inc. ("TLPOA") and have been directed by them to correspond with you relative to your unauthorized transfer of the above-captioned lot to the TLPOA. Apparently, you took it upon yourself to attempt to avoid continuing annual assessments on this lot by attempting to transfer this lot directly to the TLPOA.

Please know that that transfer was never approved nor accepted and will not be approved or accepted.

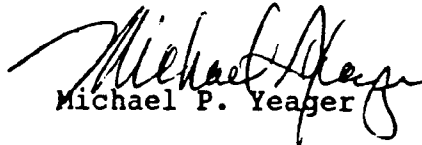
With that in mind, I would suggest that you contact me IMMEDIATELY regarding a reversal of this transaction. Otherwise, I will have no choice but to initiate legal action to force that reversal which will undoubtedly entail additional costs and expenses on your part.

In view of the problems that are created such an unauthorized transfer especially with regard to continuing real estate tax assessments, I must insist that you contact me within ten (10) days of receipt of this letter.

YOU ARE IN DEBT IN THE AMOUNT OF ONE THOUSAND TWO HUNDRED EIGHTY-FIVE AND 38/100 (\$1,285.38) DOLLARS. UNLESS YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, THE DEBT WILL BE ASSUMED TO BE VALID. IF YOU NOTIFY ME IN WRITING WITHIN THIRTY (30) DAYS THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, YOU WILL RECEIVE VERIFICATION OF THE DEBT OR A COPY OF THE JUDGMENT BY MAIL. FURTHERMORE, IF YOU SO REQUEST IN WRITING WITHIN THE THIRTY-DAY PERIOD, I WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF THE SAME IS DIFFERENT FROM THE CURRENT CREDITOR. I MAY PROCEED WITH SUIT AGAINST YOU WITHOUT WAITING THE 30 DAYS, IF SO REQUESTED BY MY CLIENT. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Accordingly, I need to hear from you with regard to any information you may require as above outlined and also as to whether we can otherwise amicably resolve this situation.

Very truly yours,


Michael P. Yeager

MPY/ljs

pc: Matt Begley - TLPOA

FILE COPY

Law Office

MICHAEL P. YEAGER

P. O. Box 752

110 NORTH SECOND STREET

CLEARFIELD, PENNSYLVANIA 16830

(814) 765-9611

FAX (814) 765-9503

February 24, 2000

Reynold A. Paajanen
1145 High Street, N.E.
Warren, OH 44483

Re: Treasure Lake Property Owners Association, Inc.
Lot 728, Section 15
My File No. Y-302(ss)#29

Dear Mr. Paajanen:

On October 22, 1999, I wrote to you relative to your unacceptable transfer of the above-captioned lot to the Treasure Lake Property Owners Association, Inc. (TLPOA). I advised in that letter that the transfer was never approved or accepted and will not be approved or accepted.

I believe you also may have attempted to resolve the matter but my recollection is that you were to get back to me relative to a resolution. However, at this point, I believe there are only two choices:

1. Either you accept a Deed back from the TLPOA to you which will have to be recorded so as to indicate a change in title for the records here in Clearfield County back to you. Of course, the TLPOA would expect you to pay all expenses of recording; although I can forward a Deed. (In hopes that you will accept this alternative, I have enclosed a copy of a proposed Deed that I can utilize to transfer the property back to you.)

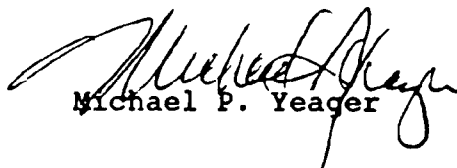
2. The only other alternative that is acceptable to the TLPOA would involve litigation. I would initiate a lawsuit in equity here in Clearfield County; cause service to be made upon you; and otherwise prosecute the matter to a conclusion. It is my belief that I will secure an Order of Court requiring a retransfer from the TLPOA to you; or in the alternative, noting a voiding of your Quit-Claim Deed dated July 19, 1999. Of course, any litigation may very well involve significantly higher expenses for both parties.

I must again insist upon some contact relative to your choice from the above alternatives and would suggest that you contact me within ten (10) days of receipt of this letter. Otherwise, I believe I will be forced to initiate the legal action.

YOU ARE IN DEBT IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED NINE AND 30/100 (\$1,309.30) DOLLARS. UNLESS YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, THE DEBT WILL BE ASSUMED TO BE VALID. IF YOU NOTIFY ME IN WRITING WITHIN THIRTY (30) DAYS THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, YOU WILL RECEIVE VERIFICATION OF THE DEBT OR A COPY OF THE JUDGMENT BY MAIL. FURTHERMORE, IF YOU SO REQUEST IN WRITING WITHIN THE THIRTY-DAY PERIOD, I WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF THE SAME IS DIFFERENT FROM THE CURRENT CREDITOR. I MAY PROCEED WITH SUIT AGAINST YOU WITHOUT WAITING THE 30 DAYS, IF SO REQUESTED BY MY CLIENT. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Accordingly, I need to hear from you with regard to any information you may require as above outlined and also as to whether we can otherwise amicably resolve this debt.

Very truly yours,


Michael P. Yeager

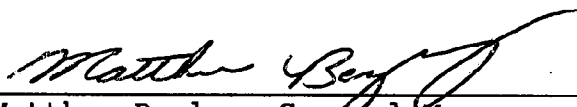
MPY/ljs
Enclosure

pc: TLPOA

VERIFICATION

I, MATTHEW BEGLEY, General Manager of TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC., being duly authorized to make this Verification, have read the Complaint. The statements therein are true and correct to the best of my personal knowledge, information and belief.

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


Matthew Begley, General Manager
Treasure Lake Property Owners
Association, Inc.

FILED

APR 23 2000
2:50 PM
William A. Shaw
Prothonotary

3 CENTS TO ATTORNEY 80-

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

TREASURE LAKE PROPERTY OWNERS :
ASSOCIATION, INC., :
Plaintiff :

vs

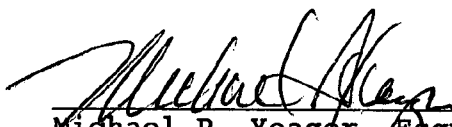
REYNOLD A. PAAJANEN, :
Defendant :

No. 00 - 610 - CD

P R A E C I P E

TO WILLIAM A. SHAW, PROTHONOTARY:

Please mark the above-captioned matter settled, discontinued
and ended by virtue of the Deed recorded to Clearfield County
Docket Number 200015003 recorded on October 6, 2000, a copy of
which is attached.


Michael P. Yeager, Esquire
Attorney for Plaintiff

FILED

01/21/35pm
OCT 13 2000

William A. Shaw
Prothonotary

NOCC

AFFIDAVIT No. 33290

D E E D

THIS DEED, made the 18 day of September, in the year of our Lord two thousand (2000) between **TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.**, a Pennsylvania corporation, with its principal place of business located at 13 Treasure Lake, Dubois, Clearfield County, Pennsylvania, party of the second part, hereinafter referred to as "Grantor"

A
N
D

REYNOLD A. PAAJANEN, of 1145 High Street N.E., Warren, OH 44483 party of the second part, hereinafter referred to as "Grantee".

W I T N E S S E T H :

That for and in consideration of the sum of One (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee:

ALL that certain tract of land designated as Lot No. 728, Section No. 15 "Bimini", in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File #25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc, recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.

3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises which Reynold A. Paaajanen granted and conveyed to the within Grantor by Deed dated July 19, 1999 and recorded in the Recorder of Deeds Office in and for Clearfield County, Pennsylvania as Instrument No. 199915475.

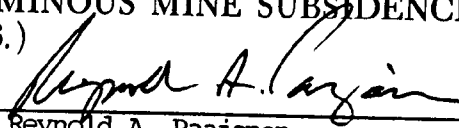
Grantor states that the above property is not presently being used, nor to the best of its knowledge, information and belief, has it ever been used for the disposal of hazardous wastes. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

For the purpose of complying with the Act of July 17, 1957, P.L. 984; 52 P.S. Supp. 1551, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND THE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he knows that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. (THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.)


Reynold A. Paaajanen

AND the said Grantor will SPECIALLY WARRANT AND FOREVER
DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has caused these presents
to be duly executed by its President, and its corporate seal to
be hereunto affixed, duly attested by its Secretary, the day and
year first above written.

ATTEST:

TREASURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.

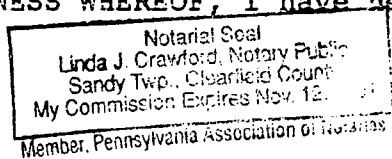
Joseph Moore
Secretary

By: George H. Tutor, Sr.
President

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

On this, the 18th day of Sept, 2000, before me, a
notary public the undersigned officer, personally appeared GEORGE
TUTOR, who acknowledged himself to be the President of TREASURE
LAKE PROPERTY OWNERS ASSOCIATION, INC. and that as such officer
and being authorized to do so, he has executed this instrument
for the purpose therein contained.

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



Linda J. Crawford

CERTIFICATE OF RESIDENCE

I certify that the precise residence of the Grantee herein is as
follows: 1145 High Street N.E., Warren, OH 44483.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200015003

RECORDED ON
Oct 06, 2000
2:26:21 PM

RECORDING FEES - \$13.00
RECORDER

COUNTY IMPROVEMENT \$1.00
FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$15.50

CUSTOMER
YEAGER, MICHAEL

Michael Yeager N.T.S.