

00-682-CD
LAWRENCE TOWNSHIP -vs- SEPH A. BROCK et ux

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

(114) LAWRENCE TOWNSHIP,

Plaintiff

vs.

(54) JOSEPH A. BROCK and (44) HEATHER N.
BROCK,

Defendants

No. 00 - 682 - C.D.

COMPLAINT

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esq.

P.A. I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

(814) 765-8972

FILED

JUN 07 2000

William A. Shaw
Prothonotary

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

LAWRENCE TOWNSHIP,	:	
	:	
Plaintiff	:	
	:	No. 00 - - C.A.
vs.	:	
	:	
JOSEPH A. BROCK and HEATHER N.	:	
BROCK,	:	
Defendants	:	

NOTICE

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830

(814) 765-2641 Ex 5982

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

LAWRENCE TOWNSHIP,	:		
Plaintiff	:		
	:	No. 00 -	- C.A.
vs.	:		
	:		
JOSEPH A. BROCK and HEATHER N.	:		
BROCK,	:		
Defendants	:		

COMPLAINT

NOW COMES the Plaintiff, Lawrence Township, by its Solicitor, Carl A. Belin, Jr., Esquire, and avers the following cause of action:

1. That Plaintiff, Lawrence Township, is a second-class township organized under the laws of the Commonwealth of Pennsylvania and having its offices and place of business at George Street, Clearfield, Pennsylvania.

2. That the Defendants Joseph A. Brock and Heather N. Brock, husband and wife, who resides at P. O. Box 44, Hyde, Pennsylvania 16843.

3. That the Defendants are the owners of all that certain tract of land situate in Lawrence Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

ALL those certain lots ground situate in Lawrence Township, Clearfield County, Pennsylvania, described as follows:

KNOWN in the plan of the Steel and Iron Addition to Clearfield, recorded in Recorder's Office at Clearfield on September 16, 1902 as Lots Nos. 15 and

16 in Block 26 fronting on Powell Avenue and each being forty (40) feet front on Powell Avenue and extending one hundred twenty feet (120) feet to an alley.

Being the same property designated on Clearfield County Tax Maps as Parcel No. J09-623-00097.

4. That the Defendants became the owners of the property by virtue of a deed dated June 17, 1993, and recorded in Clearfield County Deed and Record Book 1537, page 589.

5. That on October 3, 1999, the home situated on the property hereinbefore described was destroyed by fire thereby creating an unsafe, unsanitary and hazardous to the health and safety of Lawrence Township residents.

6. That on December 11, 1999, Lawrence Township gave notice to the Defendants that the remnants of the property were to be removed and cleaned up to avoid the condition of the dangerous structure to the public.

7. That the Defendants failed and refused to remove the remnants of the property and to clean up and otherwise in compliance of the Dangerous Structure Ordinance of Lawrence Township.

8. That pursuant to Section 8 of the Dangerous Structure Ordinance of Lawrence Township Ordinance No. 114 of 1987, Lawrence Township is authorized to go in and remove said remnants and to clean up the property because of its condition at the cost and expense of the property owners.

9. That Lawrence Township expended the sum of \$3,000 in the removal of said building and clean up of the property, a copy of said invoice is attached as Exhibit "A" and made a part hereof.

10. That pursuant to said Section 8 of the Ordinance, Lawrence Township is authorized to charge a penalty of 10% of the total cost of removal.

WHEREFORE, Lawrence Township demands judgment against the Defendants in the amount of \$3,300.00 together with interest thereon from March 22, 2000.


BELIN & KUBISTA

By 

Carl A. Belin, Jr., Esq.
Attorney for Plaintiff

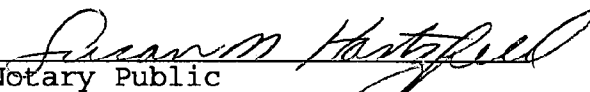
COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, a Notary Public, personally appeared MELVIN L. SMITH, Chairman of the Board of Supervisors of Lawrence Township, and that he as such officer, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


Melvin L. Smith, Chairman

SWORN and SUBSCRIBED before me this 31st day of

May, 2000.


Notary Public

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO., PA.
MY COMMISSION EXPIRES AUG. 16, 2001

R.R. #1 - BOX 275
CLEARFIELD, PA. 16830
(814) 765-6095

BILL TO LAWRENCE Township JOB LOCATION Montgomery Run Road
P.O. Box 508
Clearfield, PA. 16830
(814) 765-0176 TERMS: A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL RATE OF 18%)
 WILL BE CHARGED ON BALANCES OVER 30 DAYS.

TERMS: A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL RATE OF 18%)
WILL BE CHARGED ON BALANCES OVER 30 DAYS.

PLEASE PAY FROM THIS INVOICE. NO OTHER STATEMENT WILL BE RENDERED.
Exhibit "A"

FILED

JUN 07 2000

03:12 City Belin Pd

William A. Shaw

Prothonotary

\$80.00

1 cc Sheriff
3 cc atty Belin

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LAWRENCE TOWNSHIP

00-682-CD

VS

BROCK, JOSEPH A.

COMPLAINT

SHERIFF RETURNS

NOW JUNE 23, 2000 AT 1:58 PM DST SERVED THE WITHIN COMPLAINT
ON HEATHER N. BROCK, DEFENDANT AT RESIDENCE MAIN ST.,
KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
HEATHER BROCK A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW JUNE 26, 2000 AT 2:39 PM DST SERVED THE WITHIN COMPLAINT
ON JOSEPH A. BROCK, DEFENDANT AT EMPLOYMENT HUBLER BROTHERS,
CLEARFIELD CURWENSVILLE HWY., CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO JOSEPH A. BROCK A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO
HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING

49.25 SHFF. HAWKINS PAID BY: ATTY.
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

30TH DAY OF June 2000
[Signature]

SO ANSWERS

Chester A. Hawkins
by Marilyn Hamer
CHESTER A. HAWKINS
SHERIFF

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

FILED

JUN 30 2000
0/2:30/uy
William A. Shaw
Prothonotary [Signature]

William A. Shaw
Prothonotary

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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No. 00 - 682 - CD

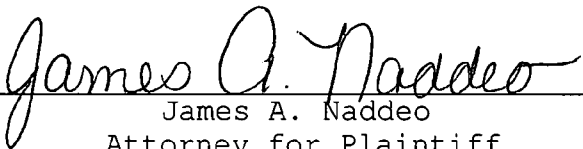
PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiff, Lawrence Township, and against Defendants, Joseph A. Brock and Heather N. Brock, for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty (20) days from the date of service thereof. Defendant, Heather N. Brock, was served with the Complaint on June 23, 2000, and her answer was due to be filed on July 13, 2000, and Joseph A. Brock was served with the Complaint on June 26, 2000, and his answer was due to be filed on July 17, 2000.

Attached as Exhibits "A" and "B" are a copy of Plaintiffs' written Notice of Intention to File Praecipe for Entry of Default Judgment as well as copy of Certificate of Service marked Exhibits "C" and "D" showing the date of service of the Default Judgment which I certify was mailed by regular mail to the Defendant, Heather N. Brock on July 13, 2000, and Defendant,

Joseph A. Brock on July 17, 2000, which is at least ten days prior to the filing of this Praecipe.


James A. Naddeo
Attorney for Plaintiff

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

LAWRENCE TOWNSHIP, :
Plaintiff :
 : No. 00 - 682 - C.D.
vs. :
 :
JOSEPH A. BROCK and HEATHER N. :
BROCK, :
Defendants :

NOTICE

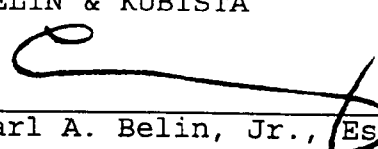
To: Heather N. Brock
Main Street
Karthaus, PA 16845

DATE: July 13, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10)
DAYS FROM THE DATE OF THIS NOTICE, A 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:

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ex. 5982

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esquire

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

LAWRENCE TOWNSHIP, :
Plaintiff :
vs. : No. 00 - 682 - C.D.
JOSEPH A. BROCK and HEATHER N. :
BROCK, :
Defendants :

NOTICE

To: Joseph A. Brock
c/o Heather Dixon
429 Scofield Street
Curwensville, PA 16833

DATE: July 17, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10)
DAYS FROM THE DATE OF THIS NOTICE, A 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
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COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ex. 5982

BELIN & KUBISTA

By _____
Carl A. Belin, Jr., Esquire

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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No. 00 - 682 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a copy of Notice of Default in the above-captioned action was served on the following person and in the following manner on the 13th day of July, 2000:

First-Class Mail, Postage Prepaid

Heather N. Brock
Main Street
Karthaus, PA 16845

James A. Naddeo
Attorney for Plaintiff

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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No. 00 - 682 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a copy of Praecipe for Entry of Default Judgment in the above-captioned action was served on the following person and in the following manner on the 7th day of August, 2000:

First-Class Mail, Postage Prepaid

Mark S. Weaver, Esquire
211 ½ East Locust Street
Clearfield, PA 16830

Heather N. Brock
Main Street
Karthaus, PA 16845


James A. Naddeo
Attorney for Plaintiff

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

Lap over margin

3

ED

AUG 07 2000
8:55 AM
William A. Shyne

PA \$20.00

Not to Dg. J. Brock

Not to Dg. H. Brock

Statement to atty Naddeo

WAB

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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No. 00 - 682 - CD

COPY

NOTICE

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$3,300.00 with interest from March 22, 2000.

PROTHONOTARY

Dated: August 7, 2000

By



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

COPY

LAWRENCE TOWNSHIP,

Plaintiff(s)

No. 00-682-CD

Real Debt \$3,300.00

vs.

Atty's Comm _____

JOSEPH A. BROCK and HEATHER N.

BROCK,

Defendant(s)

Costs \$ _____

Int. From _____

Entry \$20.00

Instrument Default Judgment

Date of Entry August 7, 2000

Expires August 7, 2005

Certified from the record this 7th day of August, 2000



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and

HEATHER N. BROCK,

Defendants.

No. 00 - 682 - CD

Type of Pleading:

Amended Praecipe for
Entry of Default Judgment

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

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

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

FILED

AUG 30 2000

William A. Shaw
Prothonotary

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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No. 00 - 682 - CD

AMENDED PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

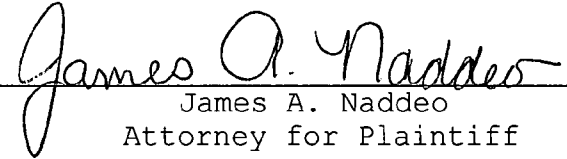
TO THE PROTHONOTARY:

Please amend the entry of Default Judgment as follows:

Enter judgment of default in favor of Plaintiff, Lawrence Township, and against Defendants, Joseph A. Brock and Heather N. Brock, in the amount of \$3,300.00 with interest from March 22, 2000, for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty (20) days from the date of service thereof. Defendant, Heather N. Brock, was served with the Complaint on June 23, 2000, and her answer was due to be filed on July 13, 2000, and Joseph A. Brock was served with the Complaint on June 26, 2000, and his answer was due to be filed on July 17, 2000.

Attached as Exhibits "A" and "B" are a copy of Plaintiffs' written Notice of Intention to File Praecipe for Entry of Default Judgment as well as copy of Certificate of Service marked Exhibits "C" and "D" showing the date of service of the Default Judgment which I certify was mailed by regular mail to the Defendant, Heather N. Brock on July 13, 2000, and Defendant,

Joseph A. Brock on July 17, 2000, which is at least ten days prior to the filing of this Praecipe.


James A. Naddeo
Attorney for Plaintiff

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

LAWRENCE TOWNSHIP, :
Plaintiff :
vs. : No. 00 - 682 - C.D.
JOSEPH A. BROCK and HEATHER N. :
BROCK, :
Defendants :

NOTICE

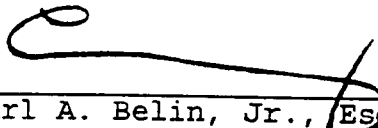
To: Heather N. Brock
Main Street
Karthaus, PA 16845

DATE: July 13, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10)
DAYS FROM THE DATE OF THIS NOTICE, A 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:

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ex. 5982

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esquire

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

LAWRENCE TOWNSHIP,

Plaintiff

vs.

JOSEPH A. BROCK and HEATHER N.
BROCK,

Defendants

No. 00 - 682 - C.D.

NOTICE

To: Joseph A. Brock
c/o Heather Dixon
429 Scofield Street
Curwensville, PA 16833

DATE: July 17, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10)
DAYS FROM THE DATE OF THIS NOTICE, A 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:

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ex. 5982

BELIN & KUBISTA

By _____
Carl A. Belin, Jr., Esquire

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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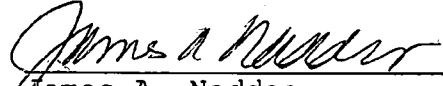
No. 00 - 682 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a copy of Notice of Default in the above-captioned action was served on the following person and in the following manner on the 13th day of July, 2000:

First-Class Mail, Postage Prepaid

Heather N. Brock
Main Street
Karthaus, PA 16845


James A. Naddeo
Attorney for Plaintiff

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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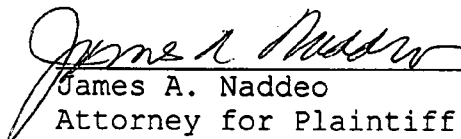
No. 00 - 682 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a copy of Notice of Default in the above-captioned action was served on the following person and in the following manner on the 17th day of July, 2000:

First-Class Mail, Postage Prepaid

Joseph A. Brock
c/o Heather Dixon
429 Scofield Street
Curwensville, PA 16833


James A. Naddeo
Attorney for Plaintiff

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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No. 00 - 682 - CD

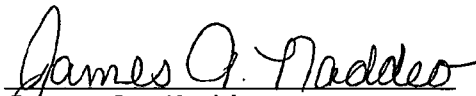
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a copy of Amended Praecipe for Entry of Default Judgment in the above-captioned action was served on the following person and in the following manner on the 9th day of August, 2000:

First-Class Mail, Postage Prepaid

Mark S. Weaver, Esquire
211 ½ East Locust Street
Clearfield, PA 16830

Heather N. Brock
Main Street
Karthaus, PA 16845


James A. Naddeo
Attorney for Plaintiff

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

Lap over margin

10/1/12

03.3012 < City Mark Weaver
1cc ~~1cc~~
1cc ~~1cc~~ H. Brock

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

No. 00 - 682 - CD

Type of Pleading

Certificate of Service

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

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

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

FILED

AUG 17 2000

William A. Shaw
Prothonotary

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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No. 00 - 682 - CD

CERTIFICATE OF SERVICE

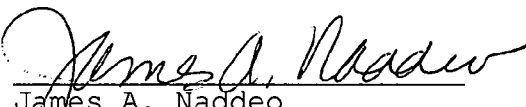
I, James A. Naddeo, Esquire, do hereby certify that a copy of Plaintiff's First Set of Interrogatories in Aid of Execution in the above-captioned action was served on the following person and in the following manner on the 17th day of August, 2000:

Hand Delivered

Mark S. Weaver, Esquire
211 ½ East Locust Street
Clearfield, PA 16830

First-Class Mail, Postage Prepaid

Heather N. Brock
Main Street
Karthaus, PA 16845


James A. Naddeo
Attorney for Plaintiff

JAMES A. NADDEO

ATTORNEY AT LAW

211 1/2 EAST LOCUST STREET

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

- Lap over margin

5

6/3/40
ALL

Dr. J. A. Nelder

13

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

No. 00 - 682 - CD

Type of Pleading

Plaintiff's First Set
of Interrogatories in
Aid of Execution

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

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

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

FILED

NOV 02 2000

William A. Shaw
Prothonotary

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

LAWRENCE TOWNSHIP,
Plaintiff,

v.

JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendants.

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No. 00-682-CD

PLAINTIFF'S FIRST SET OF INTERROGATORIES
IN AID OF EXECUTION

TO: Joseph A. Brock and
Heather N. Brock

Please take notice that you are hereby required pursuant to the Pennsylvania Rules of Civil Procedure, to serve upon the undersigned, within thirty (30) days from service hereof, your answers to the Interrogatories provided by Plaintiff in writing and under oath.

These shall be deemed to be continuing interrogatories. If, between the time of your answers and the time of trial of this case, you or anyone acting on your behalf, learn of any further information not contained in your answers, you shall promptly furnish said information to the undersigned by supplemental answers.

James A. Naddeo
Attorney for Plaintiff

Date: _____

Instructions for Answering Interrogatories

A. In accordance with Pa. R.C.P. Rule 4005, an original of these written Interrogatories has been served upon you to be answered by the party served of, if the party served is a public or private corporation or similar entity or a partnership or association, by any officer or agent, who shall furnish such information as is available to the party.

B. In accordance with Pa. R.C.P. Rule 4006, written answers shall be inserted in the spaces provided in the Interrogatories. If there is insufficient space to answer an Interrogatory, the remainder of the answer shall follow on a supplemental sheet.

C. In accordance with Pa. R.C.P. Rule 4006(b), a sufficient answer to such an Interrogatory shall be to specify the records from which the answer may be derived or ascertained.

D. Please file and serve answers to these Interrogatories in accordance with Pa. R.C.P. Rule 4006(a)(2).

1. If there are any suits, actions or legal proceedings of any kind against you pending and undetermined, state the full particulars to each.

None known. Fair Plan Insurance has investigated fire at house and denied payment. See attached letter.

2. Are there any judgments on record against you?

- a. What amount and where?
- b. Have any payments been made on account thereof by you or by any third party for you?
- c. By what person?
- d. Was satisfaction recorded?
- e. If answer to item d. is "No," state why.

- a. Only Lawrence Township Judgment in the amount of \$3,300 filed in the Court of Common Pleas of Clearfield County to No. 00-682-CD.
- b. Not by Heather Brock; unknown as to any other party.
- c. N/A
- d. Unknown
- e. N/A

3. Are supplementary proceedings on any of these judgments pending against you?

Execution on Lawrence Township Judgment

4. Has any judgment creditor's action been commenced against you?

None known

5. Have you any interest in real estate in this state or elsewhere? Only Lawrence Township

- a. Are you entitled to any reversion, remainder or contingent interest in real estate; or is any real property held in trust for you? NO
- b. Do you own any leasehold or have you any interest in any lease of real property? NO
- c. Do you lease any real property? NO

d. Have you a lien on any interest in or under a
lien on real property? NO

6. Have you any interest under any will or trust? NO

a. Have you recently received any money or
property under any will by inheritance? NO

b. If answer to item a. is "Yes," state
disposition.

9. Have you any mortgages on real or personal property or other investments, such as stocks, bonds, dividend certificates, interest coupons, certificates of deposit, promissory notes, drafts, or checks?

NO

10. Have you any interest in any pension, patent, copyright, or invention or in any royalties?

NO

11. Have you any right or interest or any prospect of pecuniary advantage under any contract or any interest in any suit in the courts of this or any other state, or in the federal courts?

NO

12. Are there any judgments in your favor in any action by or against you, or have any judgments been assigned to you?

NO

13. Have you any insurance on you life? NO

a. To whom was same made payable?

b. When were the beneficiaries changed?

14. Are you the beneficiary under a policy on the life of any other person?

UNKNOWN; Soon to be ex-husband may have life insurance and named me as beneficiary?

15. What property did you have at the time when the debt for which this judgment was secured was contracted? Trace the disposition of this property.

1516 Powell Avenue, Clearfield, PA

Possible - Fair Plan Insurance

Lawrence Township

16. Where do you live? Main Street, Karthaus, PA

a. How long have you lived there? Approx. 1 years

b. How much do you pay for rent, board services, etc.?

House belongs to father - no rent

Pays all utilities - Approx. \$150.00/month

17. Are you a member of any club? NO

a. What are the dues?

b. Are they paid?

18. What salary or income have you?

Work 2 jobs: 16 hours at \$7.50/hour and 12 hours as
\$7.00/hour
18 hours at \$8.00/hour

Gross: \$340/week

Child support of \$300/month is used exclusively for
child care expenses

19. Have you any uncollected debts or other money coming to you?

NO

20. What is your occupation?

Assistant Services Coordinator/Home Care Attendant
for Helpmates

Personal Care Attendant for Susan Edmunds for
C.R.I.

21. Are you married? Yes, but separated with divorce pending

a. Have you a family? Yes

b. How large? 2 children

c. How many are dependent on you? Both children

d. With whom do you live? 2 children

22. What money have you received within the last sixty days from any source, and what have you done with it?

Income from employment as reported in response to Interrogatory No. 18 and child support.

Paid basic living costs; travel to State College to work; and child care expenses

23. Have you a bank account? Checking Account

a. When did you make your last deposit? Friday

b. When did you draw your last check? Saturday

24. Have you anything in pawn? NO

25. Do you own or rent the place where you live?

Live in Father's house; pay no rent but take care of utilities

a. Who owns the furniture in it?

I do with Heilig-Meyers holding a security interest in it

b. What does it consist of?

Purchased from Heilig-Meyers: Entertainment Center, VCR/Stereo,
Washer and Dryer, Bunk Beds, and 3 Dressers

Used furniture given as gifts: Table & Chairs, Computer Desk,
2 Livingroom Sofas & Chair, Bed

26. Have you made a will? NO

a. When?

b. State property devised.

27. What money have you spent since the service of
this order? Paycheck and child support; used for living expenses and
child care expense

28. Had you at the time of the service of this order any rights, real or personal property, money debts, claims, mortgages, leases choses in action, judgments, insurance, watches, jewelry, checks, notes, bills of exchange, bonds stocks, or certificates; any interest in contract, patent, copyright, invention or royalties, which you are not now possessed of, or in which you now have no interest, or a lesser interest?

NO

29. Was the property that you own at Montgomery Run Road and Powell Avenue covered by insurance on October 3, 1999?

YES

30. If the answer to Interrogatory No. 29 is in the affirmative, please state the following:

- a. Name of the insurance carrier.
- b. ^{Fair Plan} The amount of insurance coverage.
\$45,000
- c. Please attach a copy of your policy of coverage.
- d. Amount of any insurance paid to date and to whom paid.

Beneficial- believed to be approximately \$27,000.

Beneficial assigned all rights under mortgage to the Insurance Placement Facility of Pennsylvania upon receipt of \$24,302.69 on April 25, 2000, which is filed of record in Clearfield County Recorder of Deeds Office.

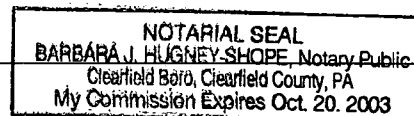
Joseph A. Brock

Heather N Brock

Heather N. Brock

SWORN and SUBSCRIBED before me this 1st day of November, 2000.

Barbara J. Hugney-Shope



September 15, 2000

"CERTIFIED MAIL/RETURN RECEIPT REQUESTED/
REGULAR MAIL TO BE OPENED BY ADDRESSEE ONLY"

Heather N. Brock
1516 Powell Ave.
Hyde, PA 16843

RE: Claim Number : L-1171
 Insured : Joseph A. & Heather N. Brock
 Policy Number : 649394-98-0
 Date of Loss : 10/02/99
 Cause of Loss : Fire
 Loss Location : Cor/Powell & McPherson Sts
 Hyde, PA 16843



Dear Ms. Brock:

Having carefully evaluated your claim, by conducting your oral examination under oath, conducting an independent investigation of the circumstances of the loss, and reviewing the policy language, please be advised that the Insurance Placement Facility of Pennsylvania on advice by counsel, must respectfully decline making a voluntary payment regarding this loss.

The Insurance Placement Facility of Pennsylvania declines to make payment to you for one or more of the following reasons:

CONDITIONS

3. Concealment or fraud "The entire policy will be void if, whether before or after loss, any insured under this policy has:
 - (A) intentionally concealed or misrepresented any material fact or circumstance.
 - (B) engaged in fraudulent conduct or;
 - (C) made false statements; relating to this insurance.

Please refer to Policy Form DP300-FP (2/95), Page 1 of 4.

We determined that you willfully concealed and misrepresented material facts and circumstances, committed fraud and false swearing, concerning the cause and origin of the fire of October 2, 1999. You were examined under oath at the request of the Company concerning the fire of October 2, 1999.

2. Perils not included "Neglect of the insured to use all reasonable means to save and preserve the property at and after loss, when the property is in danger by fire of neighboring premises."

Please refer to Line 11 thru 24 of Policy Form SFP-1 (9/86).

During its investigation and acting upon the advice of counsel, the Insurance Placement Facility of Pennsylvania has determined that immediately prior to, during and after the loss, you failed to use all reasonable means to save and preserve the property. Therefore, this loss is not covered by the insurance policy. The loss of October 2, 1999 at your residence was occasioned by an incendiary fire brought about by the intentional acts of the named insureds or others acting with authority or connivance of the insured.

3. Conditions suspending or restricting insurance. "Unless otherwise provided in writing added here to this Company shall not be liable for loss occurring:

(A) while the hazard is increased by any means within the control or knowledge of the insured."

Please refer to Line 28 thru 32 of Policy Form SFP-1 (9/86).

GENERAL EXCLUSIONS

4. (A) "We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing in concurrently or in any sequence to the loss:
8. Intentional Loss: "Meaning any loss arising out of any act committed:
 - (A) by or at the direction of you or any of person or organization named as an additional insured; and
 - (B) with the intent to cause a loss."

Please refer to Page 5 of 9 General Exclusions, under Policy Form DP-0001 (7/88).

After complete investigation of this loss, and acting upon the advice of counsel, the Insurance Placement Facility of Pennsylvania has determined that the insured increased the hazard in the insured premises prior to the fire by the intentional acts of the insured and, therefore, the Company is not liable for this loss.

5. The Insurance Placement Facility of Pennsylvania also asserts the common law defense of arson.

The Insurance Placement Facility of Pennsylvania expressly reserves its right to assert any and or all other defenses that it may have to your claim, even though not described in this letter, as they become known to the FAIR Plan and as counsel may advise.

The decision of the Insurance Placement Facility of Pennsylvania to deny your claim is firm and final. By this denial the Facility does not intend to waive or modify any of the terms, conditions or limitations of your policy of insurance, all of which are specifically reserved.

Each of the above reasons form an independent and separate ground for denial of your claim. The specificity of the denial is not to be construed as a waiver or modification of any of the terms, conditions, or limitations of the insurance contract or a waiver of any defenses which may be available to the Insurance Placement Facility of Pennsylvania, all of which are specifically reserved.

We do want to remind you of the policy provision "Suit Against Us" on Page 7 of 9 of Policy Form DP-0001 (7/88), (copy attached) which indicates that no suit or action is sustainable unless policy requirements are complied with, and unless suit is commenced prior to October 2, 2000. Please be advised that we have extended the suit limitation 30 days from the date of this letter.

Sincerely,

Patrick J. Murphy, II, RPA, AIC
Property Claims Supervisor

PJM/dmc
Enclosure

L-1171/Heather Brock
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September 15, 2000

cc: Myer, Darragh, Buckler, Bebenek & Eck, P.L.L.C.
120 Lakemount Park Blvd.
Altoona, PA 16602

Attn.: Mary Lou Maiehofer

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SPECIAL PROVISIONS

GENERAL EXCLUSIONS

1. Ordinance or Law is deleted and replaced by the following:

1. Ordinance or Law, meaning enforcement of any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

4. Power Failure is deleted and replaced by the following:

4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss to covered property at the described location from a peril insured against, we will pay for the loss or damage caused by that peril insured against.

CONDITIONS

3. Concealment or Fraud is deleted and replaced by the following:

3. Concealment or Fraud. The entire policy will be void if, whether before or after a loss, any insured under this policy has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements;

Relating to this insurance.

4. Your Duties After Loss is deleted and the following substituted:

4. Your Duties After Loss. In case of a loss to covered property, you must see that the following are done:

- a. give prompt notice to us;

- b.
 - (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
- c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory.
- d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examinations under oath and subscribe the same;
- e. submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) interest of you and all others in the property involved and all encumbrances on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of any damaged building and detailed estimates for repair of the damage;
 - (6) an actual cash value inventory of damaged personal property described in 4c;
 - (7) records supporting the fair rental value loss.
- f. upon issuance of either a final payment or; a letter of denial, you have a 60 day period in which you must commence active repairs to the property.

8. Appraisal is deleted and the following substituted:

8. Appraisal. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and disinterested umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of the agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. pay its own appraiser; and
- b. bear the other expense of the appraisal and umpire equally.

12. Our Option. is deleted and the following substituted:

12. Our Option. If we give you written notice within 15 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

DP-300 FP (ED. 2/95) PENNSYLVANIA

17. Cancellation is deleted and the following substituted:

17. Cancellation.

- a. You may cancel this policy at any time by returning it to us by notifying us in writing of the date cancellation is to take effect.
- b. We may cancel this policy by notifying you in writing at least five days before the date of cancellation takes effect. This cancellation may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proofs of mailing shall be sufficient proof of notice.
- c. If you are an owner-occupant of the dwelling insured or the policy covers only household furniture in private living quarters: We may cancel this policy only for the reasons stated in this condition.
 - (1) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying the insured named in the Declarations at least 30 days before the cancellation takes effect.
 - (2) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons by notifying the insured named in the Declarations at least 30 days prior to the proposed cancellation date:
 - (a) this policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;
 - (b) there has been a substantial change or increase in hazard in the risk assumed by us subsequent to the date the policy was issued;
 - (c) there is a substantial increase in hazard insured against by reason of willful or negligent acts or omissions by the insured;
 - (d) the insured has failed to pay the premium by the due date, and/or complete a renewal application;
 - (e) for any other reason approved by the Pennsylvania Insurance Commissioner.

This provision shall not apply if the named insured has demonstrated by some overt action to us that the insured wishes the policy to be cancelled.

Delivery of such written notice by us to the insured named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent of mailing.

- d. When this policy is cancelled, the premium from the date of cancellation to the expiration date will be refunded. When the policy is cancelled, the return premium will be pro rata.

18. Non-Renewal is deleted and the following substituted:

18. Non-Renewal. We will not fail to renew this policy except for one of the reasons referred to in the Cancellation Provision of this endorsement. We may refuse to renew for one of the listed reasons by mailing to the insured named in the Declarations at the mailing address shown in the policy or at a forwarding address, written notice at least 30 days prior to the expiration date of this policy.

This provision does not apply if:

- a. We have indicated our willingness to renew and the insured has failed to pay the premium or completed the renewal application by the due date; or

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- b. the named insured has indicated to us or the insured's agent of record has indicated that the insured does not wish the policy to be renewed.

Delivery of such written notice by us to the insured named in the Declarations at the mailing address shown in the policy or at a forwarding address shall be equivalent to mailing.

22. Death is deleted and replaced by the following:

22. Death. If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

Insurance under this policy will continue as provided in (1) or (2) below, whichever is later:

- (1) For 180 days after your death regardless of the policy period shown in the Declarations, unless your property, covered under the policy at the time of your death, is sold prior to that date; or
- (2) Until the end of the policy period shown in the Declarations, unless your property, covered under the policy at the time of your death, is sold prior to that date.

Coverage during the period of time after your death is subject to all the provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period;

26. Inspections and Surveys is added as follows:

26. Inspections and Surveys. We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. give you reports on the conditions we find;
- c. recommend changes.

Any inspections, surveys, reports or recommendations we make, relate only to the eligibility and the insurability of your property and to the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- d. Are safe or healthful; or
- e. comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar service which make insurance inspections, surveys, reports or recommendations.

All other provisions of this policy apply.

STANDARD FIRE POLICY ENDORSEMENT

The provisions of the Standard Fire Policy are stated below. State law still requires that they be attached to all policies. If any conditions of this form are construed to be more liberal than any other policy conditions relating to the perils of fire, lightning or removal, the conditions of this form will apply.

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO, AND OF THE PREMIUM SPECIFIED in the Declarations or in endorsements made a part hereof, this Company, for the term of years specified in the Declarations from inception date shown in the Declarations At Noon (Standard Time) to expiration date shown in the Declarations At Noon (Standard Time) at location of property involved, to an amount not exceeding the limit of liability specified in the Declarations, does insure the Insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described in the Declarations while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto as provided in this policy.

- | | |
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| <p>1 Concealment, This entire policy shall be void if, whether
 2 fraud. before or after a loss, the insured has wil-
 3 fully concealed or misrepresented any ma-
 4 terial fact or circumstance concerning this insurance or the
 5 subject thereof, or the interest of the insured therein, or in case
 6 of any fraud or false swearing by the insured relating thereto.</p> <p>7 Uninsurable This policy shall not cover accounts, bills,
 8 " and currency, deeds, evidences of debt, money or
 9 excepted property. securities; nor, unless specifically named
 10 hereon in writing, bullion or manuscripts.</p> <p>11 Perils not This Company shall not be liable for loss by
 12 included. fire or other perils insured against in this
 13 policy caused, directly or indirectly, by: (a)
 14 enemy attack by armed forces, including action taken by mili-
 15 tary, naval or air forces in resisting an actual or an immediately
 16 impending enemy attack; (b) invasion; (c) insurrection; (d)
 17 rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)
 18 order of any civil authority except acts of destruction at the time
 19 of and for the purpose of preventing the spread of fire, provided
 20 that such fire did not originate from any of the perils excluded
 21 by this policy; (i) neglect of the insured to use all reasonable
 22 means to save and preserve the property at and after a loss, or
 23 when the property is endangered by fire in neighboring prem-
 24 ises; (j) nor shall this Company be liable for loss by theft.</p> <p>25 Other Insurance. Other insurance may be prohibited or the
 26 amount of insurance may be limited by en-
 27 dorsement attached hereto.</p> <p>28 Conditions suspending or restricting insurance. Unless other-
 29 wise provided in writing added hereto this Company shall not
 30 be liable for loss occurring
 31 (a) while the hazard is increased by any means within the con-
 32 trol or knowledge of the insured; or
 33 (b) while a described building, whether intended for occupancy
 34 by owner or tenant, is vacant or unoccupied beyond a period of</p> | <p>35 sixty consecutive days; or
 36 (c) as a result of explosion or riot, unless fire ensue, and in
 37 that event for loss by fire only.</p> <p>38 Other perils Any other peril to be insured against or sub-
 39 or subjects. ject of insurance to be covered in this policy
 40 shall be by endorsement in writing hereon or
 41 added hereto.</p> <p>42 Added provisions. The extent of the application of insurance
 43 under this policy and of the contribution to
 44 be made by this Company in case of loss, and any other pro-
 45 vision or agreement not inconsistent with the provisions of this
 46 policy, may be provided for in writing added hereto, but no pro-
 47 vision may be waived except such as by the terms of this policy
 48 is subject to change.</p> <p>49 Waiver No permission affecting this insurance shall
 50 provisions. exist, or waiver of any provision be valid,
 51 unless granted herein or expressed in writing
 52 added hereto. No provision, stipulation or forfeiture shall be
 53 held to be waived by any requirement or proceeding on the part
 54 of this Company relating to appraisal or to any examination
 55 provided for herein.</p> <p>56 Cancellation This policy shall be cancelled at any time
 57 of policy. at the request of the insured, in which case
 58 this Company shall, upon demand and sur-
 59 render of this policy, refund the excess of paid premium above
 60 the customary short rates for the expired time. This pol-
 61 icy may be cancelled at any time by this Company by giving
 62 to the insured a five days' written notice of cancellation with
 63 or without tender of the excess of paid premium above the pro
 64 rata premium for the expired time, which excess, if not ten-
 65 dered, shall be refunded on demand. Notice of cancellation shall
 66 state that excess premium (if not tendered) will be re-
 67 funded on demand.</p> |
|--|---|

68 **Mortgagee**
69 **interests and**
70 **obligations.**

If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to Such mortgagee a ten days' written notice of can-

71
72
73 cellation.

74 If the insured fails to render proof of loss such mortgagee, upon
75 notice, shall render proof of loss in the form herein specified
76 within sixty (60) days thereafter and shall be subject to the pro-
77 visions hereof relating to appraisal and time of payment and of
78 bringing suit. If this Company shall claim that no liability ex-
79 isted as to the mortgagor or owner, it shall, to the extent of pay-
80 ment of loss to the mortgagee, be subrogated to all the mort-
81 gagee's rights of recovery, but without impairing mortgagee's
82 right to sue; or it may pay off the mortgage debt and require
83 an assignment thereof and of the mortgage. Other provisions
84 relating to the interests and obligations of such mortgagee may
85 be added hereto by agreement in writing.

86 **Pro rata liability.** This Company shall not be liable for a greater
87 proportion of any loss than the amount
88 hereby insured shall bear to the whole insurance covering the
89 property against the peril involved, whether collectible or not.

90 **Requirements in** The insured shall give immediate written
91 **case loss occurs.** notice to this Company of any loss, protect
92 the property from further damage, forthwith

93 separate the damaged and undamaged personal property, put
94 it in the best possible order, furnish a complete inventory of
95 the destroyed, damaged and undamaged property, showing in
96 detail quantities, costs, actual cash value and amount of loss
97 claimed; and within sixty days after the loss, unless such time
98 is extended in writing by this Company, the insured shall render
99 to this Company a proof of loss, signed and sworn to by the
100 insured, stating the knowledge and belief of the insured as to
101 the following: the time and origin of the loss, the interest of the
102 insured and of all others in the property, the actual cash value of
103 each item thereof and the amount of loss thereto, all encum-
104 brances thereon, all other contracts of insurance, whether valid
105 or not, covering any of said property, any changes in the title,
106 use, occupation, location, possession or exposures of said prop-
107 erty since the issuing of this policy, by whom and for what
108 purpose any building herein described and the several parts
109 thereof were occupied at the time of loss and whether or not it
110 then stood on leased ground, and shall furnish a copy of all the
111 descriptions and schedules in all policies and, if required, verified
112 plans and specifications of any building, fixtures or machinery
113 destroyed or damaged. The insured, as often as may be reason-
114 ably required, shall exhibit to any person designated by this
115 Company all that remains of any property herein described, and
116 submit to examinations under oath by any person named by this

117 Company, and subscribe the same; and, as often as may be
118 reasonably required, shall produce for examination all books of
119 accounts, bills, invoices and other vouchers, or certified copies
120 thereof if originals be lost, at such reasonable time and place as
121 may be designated by this Company or its representative, and
122 shall permit extracts and copies thereof to be made.

123 **Appraisal.** In case the insured and this Company shall
124 fail to agree as to the actual cash value or
125 the amount of loss, then, on the written demand of either, each
126 shall select a competent and disinterested appraiser and notify
127 the other of the appraiser selected within twenty days of such
128 demand. The appraisers shall first select a competent and dis-
129 interested umpire; and failing for fifteen days to agree upon
130 such umpire, then, on request of the insured or this Company,
131 such umpire shall be selected by a judge of a court of record in
132 the state in which the property covered is located. The ap-
133 praisers shall then appraise the loss, stating separately actual
134 cash value and loss to each item; and, failing to agree, shall
135 submit their differences, only, to the umpire. An award in writ-
136 ing, so itemized, of any two when filed with this Company shall
137 determine the amount of actual cash value and loss. Each
138 appraiser shall be paid by the party selecting him and the ex-
139 penses of appraisal and umpire shall be paid by the parties
140 equally.

141 **Company's** It shall be optional with this Company to
142 **options.** take all, or any part, of the property at the
143 agreed or appraised value, and also to re-
144 pair, rebuild or replace the property destroyed or damaged with
145 other of like kind and quality within a reasonable time, on giv-
146 ing notice of its intention so to do within thirty days after the
147 receipt of the proof of loss herein required.

148 **Abandonment.** There can be no abandonment to this Com-
149 pany of any property.

150 **When loss** The amount of loss for which this Company
151 **payable.** may be liable shall be payable sixty days
152 after proof of loss, as herein provided, is
153 received by this Company and ascertainment of the loss is made
154 either by agreement between the insured and this Company ex-
155 pressed in writing or by the filing with this Company of an
156 award as herein provided.

157 **Suit.** No suit or action on this policy for the recov-
158 ery of any claim shall be sustainable in any
159 court of law or equity unless all the requirements of this policy
160 shall have been complied with, and unless commenced within
161 twelve months next after inception of the loss.

162 **Subrogation.** This Company may require from the insured
163 an assignment of all right of recovery against
164 any party for loss to the extent that payment therefor is made
165 by this Company.

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

COVERAGE A - Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located.

COVERAGE B - Other Structures

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or
2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C - Personal Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. At your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

Property Not Covered. We do not cover:

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
2. animals, birds or fish;
3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
 - a. their equipment and accessories; or
 - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:

- (1) accessories or antennas; or
- (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. used to service the Described Location; or
 - b. designed for assisting the handicapped;
 5. watercraft, other than rowboats and canoes;
 6. data, including data stored in:
 - a. books of account, drawings or other paper records; or
 - b. electronic data processing tapes, wires, records, discs or other software media.
- However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
7. credit cards or fund transfer cards.

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

COVERAGE D - Fair Rental Value

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover its:

Fair Rental Value, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

OTHER COVERAGES

1. **Other Structures.** You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

2. **Debris Removal.** We will pay your reasonable expense for the removal of:

- a. debris of covered property if a Peril Insured Against causes the loss; or
- b. ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

Debris removal expense is included in the limit of liability applying to the damaged property.

3. **Improvements, Alterations and Additions.** If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

4. **World-Wide Coverage.** You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

5. **Rental Value.** You may use up to 10% of the Coverage A limit of liability for loss of fair rental value as described in Coverage D. We will pay only 1/12 of this 10% for each month the rented part of the Described Location is unfit for its normal use.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

6. **Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
- b. does not relieve you of your duties in case of a loss to covered property, as set forth in Condition 4.b.

7. **Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

8. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

PERILS INSURED AGAINST

Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

1A. Fire or lightning.

1B. Internal Explosion, meaning explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 2 through 8 are made part of Perils Insured Against.

2. Windstorm or hail.

This peril does not include loss:

- a. to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
- b. to the following property when outside of the building:
 - (1) awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or
 - (2) canoes and rowboats.

3. Explosion.

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a. electric arcing;
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

This peril replaces Peril 1B.

4. Riot or civil commotion.

5. Aircraft, including self-propelled missiles and spacecraft

6. Vehicles.

This peril does not include loss:

- a. caused by a vehicle owned or operated by you or a resident of the Described Location; or
- b. caused by any vehicle to fences, driveways and walks.

7. Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.

8. Volcanic Eruption other than loss caused by earthquake, land shock waves or tremors.

When a Premium for Vandalism or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.

9. Vandalism or malicious mischief.

This peril does not include loss:

- a. to glass or safety glazing material constituting a part of the building other than glass building blocks;
- b. by pilferage, theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or
- c. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

GENERAL EXCLUSIONS

A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

2. **Earth Movement**, meaning earthquake including land shock waves, or tremors before, during or after a volcanic eruption; landslide; mine subsidence mudflow; earth sinking, rising or shifting; unless direct loss by:

a. fire; or

b. explosion;

ensues and then we will pay only for the ensuing loss.

3. **Water Damage**, meaning:

a. flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;

b. water which backs up through sewers or drains or which overflows from a sump; or

c. water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire or explosion resulting from water damage is covered.

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.

5. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

6. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.

8. **Intentional Loss**, meaning any loss arising out of any act committed:

a. by or at the direction of you or any person or organization named as an additional insured; and

b. with the intent to cause a loss.

B. We do not cover loss to lawns, plants, shrubs or trees outside of buildings.

CONDITIONS

1. **Policy Period.** This policy applies only to loss which occurs during the policy period.
2. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. for an amount greater than the interest of a person insured under this policy; or
 - b. for more than the applicable limit of liability.
3. **Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, you have:
 - a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;relating to this insurance.
4. **Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:
 - a. give prompt notice to us or our agent;
 - b. (1) protect the property from further damage;
 - (2) make reasonable and necessary repairs to protect the property; and
 - (3) keep an accurate record of repair expenses;
 - c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - d. as often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
 - e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) your interest and that of all others in the property involved and all liens on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy;
 - (5) specifications of damaged buildings and detailed repair estimates;
 - (6) the inventory of damaged personal property described in 4c;
 - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.
5. **Loss Settlement.** Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.
6. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
 - a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between actual cash value of the property before and after the loss.
7. **Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
8. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

a. pay its own appraiser, and

b. bear the other expenses of the appraisal and umpire equally.

9. **Other Insurance.** If property covered by this policy is also covered by other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.

10. **Subrogation.** You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

11. **Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

12. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

13. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

a. reach an agreement with you;

b. there is an entry of a final judgment; or

c. there is a filing of an appraisal award with us.

14. **Abandonment of Property.** We need not accept any property abandoned by you.

15. **Mortgage Clause.**

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;

b. pays any premium due under this policy on demand if you have neglected to pay the premium; and

c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us, and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee for any loss and deny payment to you:

a. we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

b. at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

16. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

17. **Cancellation.**

a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (b) if the risk has changed substantially since the policy was issued.This can be done by letting you know at least 30 days before the date cancellation takes effect.
- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

18. **Non-Renewal.** We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

19. **Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

20. **Waiver or Change of Policy Provisions.** A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

21. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.

22. **Death.** If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

23. Nuclear Hazard Clause.

- a. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

24. Recovered Property. If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

25. Volcanic Eruption Period. One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

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

LAWRENCE TOWNSHIP,
Plaintiff,

vs.

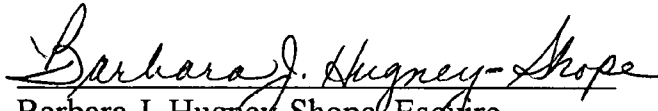
JOSEPH A. BROCK and
HEATHER N. BROCK,
Defendant.

*
*
*
* NO. 00-682-CD
*
*
*
*

CERTIFICATE OF SERVICE

AND NOW, this 2nd day of November, 2000, I, Barbara J. Hugney-Shope, Esquire, do hereby certify that I served a certified copy of the **DEFENDANT, HEATHER N. BROCK'S, ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES IN AID OF EXECUTION** on James A. Naddeo, Esquire, Attorney for the Plaintiff in the above-captioned matter, by hand delivery of the same on the 2nd day of November, 2000, at the following address:

James A. Naddeo, Esquire
Attorney for the Plaintiff
211½ East Locust Street
Clearfield, PA 16830


Barbara J. Hugney-Shope, Esquire
Attorney for Defendant
Heather N. Brock
23 North Second Street
Clearfield, PA 16830
(814) 765-5155

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LAMBERT STREET
PO. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

FILED
SEP 10 10:05 AM '00
Wm. J. Shaw
Prothonotary
Atty Naddeo

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

LAWRENCE TOWNSHIP,

Plaintiff(s)

No. 00-682-CD

SAT

vs.

Real Debt \$3,300.00

Atty's Comm _____

JOSEPH A. BROCK and HEATHER N.

BROCK,

Defendant(s)

Costs \$ _____

Int. From _____

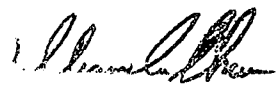
Entry \$20.00

Instrument Default Judgment

Date of Entry August 7, 2000

Expires August 7, 2005

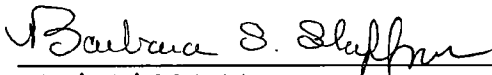
Certified from the record this 7th day of August, 2000



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION


Received on July 23rd, 20 04, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary
is authorized to enter Satisfaction on the same.



Plaintiff/Attorney Secretary/Treasurer

FILED

JUL 23 2004


01 11.2004
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

Lawrence Township

No.: 2000-00682-CD

Vs.

Debt: \$3,300.00

Joseph A. Brock
Heather N. Brock

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, July 23, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 23rd day of July, A.D. 2004.

Prothonotary