

00-957-CD
RUSSELL REAL ESTATE -vs- DONALD FAIRMAN

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Donald Fairman

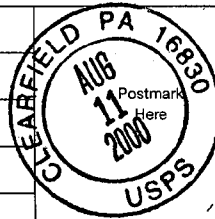
Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$



Name (Please Print Clearly) (to be completed by mailer)

Donald Fairman

Street, Apt. No., or PO Box No.

R.D. 4, Box 204 Deville Estates

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, July 1999

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

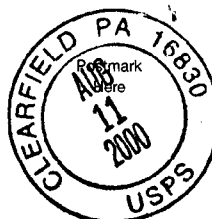
IMPORTANT: Save this receipt and present it when making an inquiry.

7000 0600 0023 1117 9317

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:
Patrick N. Ford, District Justice

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Name (Please Print Clearly) (to be completed by mailer)
Patrick N. Ford
Street, Apt. No., or PO Box No.
109 N. Brady St., PO Box 452
City, State, ZIP+4
DuBois, PA 15801

Certified Mail Provides:

- A mailing receipt
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- A signature upon delivery
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IMPORTANT: Save this receipt and present it when making an inquiry.

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

46th

FROM


DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

00-957-02

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Russell Real Estate		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT Laurel Run Road, R.D. 1, Box 179		CITY Curwensville,	STATE PA
		ZIP CODE 16833	
DATE OF JUDGMENT 8/01/00	IN THE CASE OF (Plaintiff) Russell Real Estate		(Defendant) Donald Fairman
CLAIM NO. CV 19 0000342-00 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  Kimberly M. Kubista, Attorney at Law		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	
_____ Signature of Prothonotary or Deputy			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19____.

Signature of Prothonotary or Deputy

FILED
013:48261
AUG 10 2000
Copies to
Kubista
William A. Shaw
Prothonotary

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-01
DJ Name: Hon.	PATRICK N. FORD
Address:	109 NORTH BRADY STREET P.O. BOX 452 DUBOIS, PA
Telephone:	(814) 371-5321 15801

**PATRICK N. FORD
109 NORTH BRADY STREET
P.O. BOX 452
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **RUSSELL REAL ESTATE**
NAME and ADDRESS
**LAURAL RUN ROAD
RD 1 BOX 179
CURWENSVILLE, PA 16833**

VS.
DEFENDANT: **FAIRMAN, DONALD**
NAME and ADDRESS
**RD 4 BOX 204
DEVILLE ESTATES
DUBOIS, PA 15801**

Docket No.: **CV-0000342-00**
Date Filed: **4/27/00**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR DEFENDANT

☒ Judgment was entered for: (Name) **FAIRMAN, DONALD**

☒ Judgment was entered against: (Name) **RUSSELL REAL ESTATE**

in the amount of \$ **.00** on: (Date of Judgment) **8/01/00**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>.00</u>
Judgment Costs	\$ <u>.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>.00</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

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

8-1-00 Date *Patrick N. Ford*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
____ Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

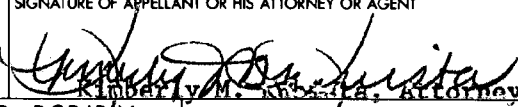
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

00-957-01

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Russell Real Estate		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT Laurel Run Road, R.D. 1, Box 179		CITY Curwensville,	STATE PA
		ZIP CODE 16833	
DATE OF JUDGMENT 8/01/00	IN THE CASE OF (Plaintiff) Russell Real Estate		
		(Defendant) vs. Donald Fairman	
CLAIM NO. CV 19: 0000342-00 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  Kimberly M. Schmitt, Attorney at Law		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	
_____ Signature of Prothonotary or Deputy			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19____.

Signature of Prothonotary or Deputy

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☒ a copy of the Notice of Appeal, Common Pleas No. 00-957-CD, upon the District Justice designated therein on
(date of service) August 11, 2000, ☐ by personal service ☒ by (certified) ~~xxxxxxx~~ mail, sender's
receipt attached hereto, and upon the appellee, (name) Donald Fairman, on
August 11, 2000 ☐ by personal service ☒ by (certified) ~~xxxxxxx~~ mail, sender's receipt attached hereto.
☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 14th DAY OF August, 2000

Lisa G. Blake
Signature of Official before whom affidavit was made

Notary Public
Title of Official

My commission expires on _____, 19____



William A. Shaw
Signature of affiant

FILED

AUG 14 2000
0/10:35/uy
William A. Shaw
Prothonotary C. Shaw

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
DJ Name: Hon. **PATRICK N. FORD**
Address: **109 NORTH BRADY STREET**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
109 NORTH BRADY STREET
P.O. BOX 452
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT **CIVIL CASE**

PLAINTIFF: **RUSSELL REAL ESTATE**
LAURAL RUN ROAD
RD 1 BOX 179
CURWENSVILLE, PA 16833
VS.
DEFENDANT: **FAIRMAN, DONALD**
RD 4 BOX 204
DEVILLE ESTATES
DUBOIS, PA 15801

Docket No.: **CV-0000342-00**
Date Filed: **4/27/00**



00-957-00

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR DEFENDANT

☒ Judgment was entered for: (Name) **FAIRMAN, DONALD**

☒ Judgment was entered against: (Name) **RUSSELL REAL ESTATE**

in the amount of \$ **00** on: (Date of Judgment) **8/01/00**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 00
Judgment Costs	\$ 00
Interest on Judgment	\$ 00
Attorney Fees	\$ 00
Total	\$ 00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

FILED

AUG 17 2000

W/11:45/14
William A. Shaw

Prothonotary

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

8-1-00 Date *Patrick N. Ford*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

CIVIL COMPLAINT

Mag. Dist. No.: **46-3-01**
DJ Name: Hon.
PATRICK N. FORD
Address: **109 NORTH BRADY STREET**
P.O. BOX 452
DUBOIS, PA 15801
Telephone: **(814) 371-5321**

PLAINTIFF: NAME and ADDRESS
RUSSELL REAL ESTATE
R.D. #1 BOX 179 LIZARD HUN ROAD
CURWENSVILLE, PA 16833
814-236-0483
VS.

DEFENDANT: NAME and ADDRESS
DONALD FAIRMANN
R.D. #4 BOX 204 DEWILLE ESTATES
DUBOIS, PA 15801
375-5674

Docket No.: **CV 342-00**
Date Filed:



	AMOUNT	DATE PAID
FILING COSTS \$	<u>44-</u>	<u>1 1</u>
SERVING COSTS \$	<u> </u>	<u>1 1</u>
TOTAL \$	<u> </u>	<u>1 1</u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 300 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

PASS DUE RENT + WANT TRAILER REMOVED FROM SITE

I, Daniel J. Russell verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. S.C.A. § 4904) related to unsworn falsification to authorities.

[Signature]
(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: _____ Address: _____
Telephone: _____

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABC TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

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

RUSSELL REAL ESTATE,

Plaintiff,

v.

DONALD FAIRMAN,

Defendant.

)
)
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)
)
)
)
)

00-957-CD

AFFIDAVIT OF SERVICE

Filed on behalf of
Plaintiff

Counsel of Record for
this party:

Kimberly M. Kubista
PA ID #52782

BELIN & KUBISTA
15 North Front Street
Clearfield, PA 16830

(814) 765-8972

FILED

AUG 22 2000

William A. Shaw
Prothonotary

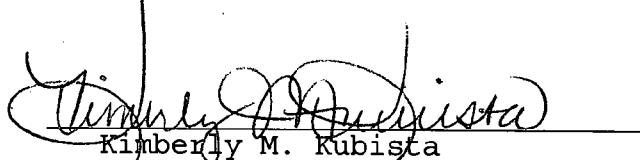
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
Civil Division

RUSSELL REAL ESTATE,)
)
Plaintiff,)
)
v.) 00-957-CD
)
DONALD FAIRMAN,)
)
Defendant.)

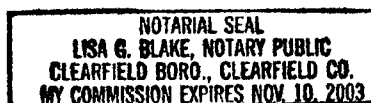
AFFIDAVIT OF SERVICE

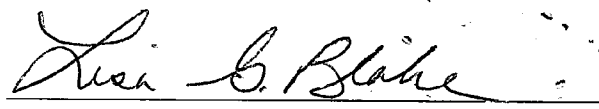
COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF CLEARFIELD)

Kimberly M. Kubista, Attorney for the above named Plaintiff, being duly sworn according to law, deposes and states that a Notice of Appeal was delivered to Defendant Donald Fairman by certified mail on August 17, 2000, and to District Justice Patrick N. Ford by certified mail on August 14, 2000. The green return receipt cards are attached hereto.


Kimberly M. Kubista

SWORN AND SUBSCRIBED before me this 22nd day of August, 2000.




notary public

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Patrick N. Ford
District Justice
109 N. Brady St.
P.O. Box 452
DuBois, PA 15801

2. Article Number (Copy from service label)

7000 0600 0023 1117 9317

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by. (Please Print Clearly) Anita Schmidt B. Date of Delivery 8-14-00

C. Signature x Anita Schmidt ☐ Agent ☐ Addressee

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Domestic Return Receipt

102595-99-M-1789

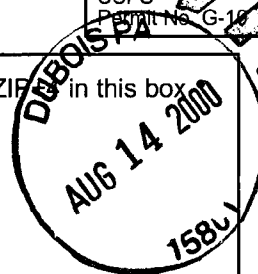
UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-16

- Sender: Please print your name, address, and ZIP in this box

BELIN & KUBISTA
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Donald Fairman
R.D. 4, Box 204
Deville Estates
DuBois, PA 15801

2. Article Number (Copy from service label)

7000 0600 0023 1117 9324

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

8-17-00

C. Signature

X *Donald Fairman*

☐ Agent☒ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ No

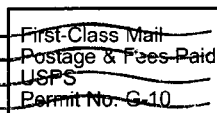
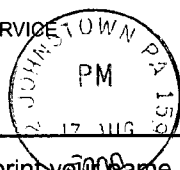
3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

BELIN & KUBISTA
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830



FILED
AUG 22 2000
013.04170cc
v. William A. Shew
Prothonotary
8/22

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

RUSSELL REAL ESTATE,

Plaintiff,

v.

DONALD FAIRMAN,

Defendant.

)
)
)
)
)
)
)
)
)

00-957-CD

COMPLAINT

Filed on behalf of
Plaintiff

Counsel of Record for
this party:

Kimberly M. Kubista
PA ID #52782

BELIN & KUBISTA
15 North Front Street
Clearfield, PA 16830

(814) 765-8972

FILED

AUG 29 2000

William A. Shaw
Prothonotary

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

RUSSELL REAL ESTATE,)	
)	
Plaintiff,)	
)	
v.)	00-957-CD
)	
DONALD FAIRMAN,)	
)	
Defendant.)	

COMPLAINT

NOW COMES the Plaintiff, RUSSELL REAL ESTATE, by and through its attorneys, Belin & Kubista, and sets forth the following Complaint, and in support thereof would aver as follows:

1. That Plaintiff is RUSSELL REAL ESTATE, a sole proprietorship with an address and place of business at Laurel Run Road, R.D. 1, Box 179, Curwensville, Pennsylvania .
2. That Defendant is Donald Fairman, an adult individual, currently residing at R.D. 4, Box 204, Deville Estates, DuBois, Pennsylvania.
3. That Defendant rents a trailer lot from Plaintiff for \$150.00 per month under a lease executed by Defendant on July 9, 1998, a copy of which is attached hereto as Exhibit "A."
4. That Defendant had failed to pay rents due for the months of March and April, 2000.

5. That on April 27, 2000, Plaintiff filed a Magistrate's Complaint against Defendant in order to obtain payment of back due rents and to require Defendant to remove his trailer from Plaintiff's lot for breach of the lease.

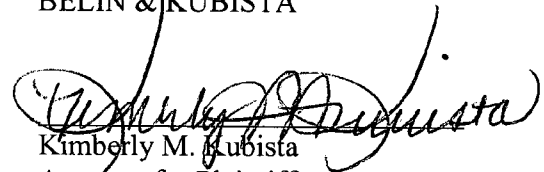
6. Defendant incurred cost of \$64.75 to file said complaint.

7. That Plaintiff avers he is owed past due rents which now total \$450.00.

8. That Plaintiff also desires Defendant to remove the trailer from the lot on which he rents from Plaintiff due to breach of the lease.

WHEREFORE, Plaintiff requests Your Honorable Court to enter judgment against the Defendant in the amount of \$450.00 plus interest and costs and require Defendant to remove the trailer from Plaintiff's lot and for such other relief as the Court deems appropriate.

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

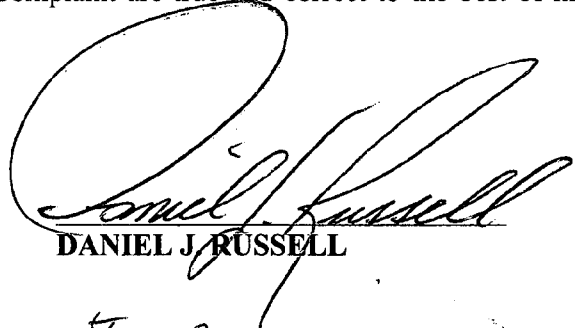
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SS

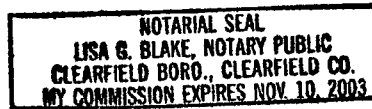
COUNTY OF CLEARFIELD

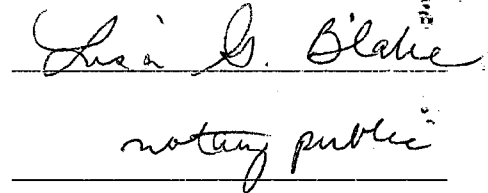
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Before me, the undersigned Officer, personally appeared DANIEL J. RUSSELL, proprietor of RUSSELL REAL ESTATE, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


DANIEL J. RUSSELL

SWORN and SUBSCRIBED before me this 25th day of August, 2000.




notary public

RD# 4
Box 204Marked Copy
8-21-98

LEASE

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY!

THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

1. NAMES OF LANDLORD AND TENANT

Realty Real Estate P.O. 96 Curwensville, PA 16833 office-236-3871
Home-236-0443

Name(s) of the tenant(s) ; Social Security # and Date of birth

x Donald P. Tramm S.S. 183-56-7342 D.O.B. 6/22/61
x Debbie Tramm 204-48-0584 11/21/62
Donald P. Tramm 6/17/61

2. LEASED PREMISES

The leased premises is the place that landlord agrees to lease to tenant.
The leased premises is Lot # Deville Estates

STARTING AND ENDING DATES OF LEASE AGREEMENT

The lease starts on July 1, 1998

Tenant is responsible for entire month's rent. A 30 day written notice must be sent at the beginning (1st) of the last full month to ensure returned security deposit. This written notice is tenants notice to quit.

3. RENT

The amount of rent is: \$ 150.00 each month.

Tenant agrees to pay the monthly rent in advance on or before the 1st day of each month. Landlord does not have to ask (MAKE DEMAND UPON) tenant to pay the rent. Tenant agrees to pay rent by first class mail postage prepaid or in person to landlord at the place specified by landlord.

Tenant agrees to give landlord a written forwarding address when tenant leaves and the lease ends.

4. SECURITY DEPOSIT

Tenant agrees to pay a security deposit of \$ 150.00. Security deposit may be used for damages caused by tenant, tenant's family and tenant's guests. Landlord may take the security deposit for unpaid rent or unpaid utilities. Landlord agrees to send the remaining security deposit to tenant no later than 30 days after lease ends and tenant leaves. Landlord also agrees to send to tenant a written list of damages and amounts of money taken from the security deposit. Tenant may not use security deposit as last months rent.

5. LANDLORD'S DUTY AT THE START OF THE LEASE

Landlord agrees to give tenant possession of the leased premises on the starting date of the lease. The lease will start even if landlord cannot give tenant possession of the leased premises because the prior tenant is still in the leased premises or the leased premises is damaged.

6. **INSURANCE.** Tenant's own property is *not* insured by landlord's insurance. Tenant is responsible for tenant's own property that is located in the leased premises.
7. **ASSIGNMENTS OR SUBLEASES BY TENANT**

ASSIGNMENT (OR ASSIGN) is the legal term for a transfer of the lease from the tenant to another person. This other person then becomes the landlord's new tenant and takes over the lease.

Tenant agrees not to transfer (*assign*) this lease to anyone else without the written permission of landlord.

A **SUBLEASE** is a separate lease between the tenant and another person who leases all or a part of the leased premises from the tenant.

Tenant agrees not to lease (*sublease*) all or any part of the lease premises to anyone else without the written consent of landlord. Tenant agrees that if tenant transfers this lease (*assigns*) or leases all or a part of the leased premises to another (*sublease*), tenant has violated this lease.

8. **RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE**

Landlord is responsible for all damage to property or injury to people caused by landlord (or landlord's representatives) intentional or negligent acts at the leased premises. Tenant is responsible for all damage to the leased premises and injury to people caused by tenant, tenant's family or guests.

Tenant agrees that landlord is not responsible to tenant, tenant's family or guests for damage or injury caused by water, snow or ice that comes on the leased premises unless landlord was negligent.

9. **USE OF LEASED PREMISES**

Tenant agrees to use the leased premises only as a residence. Tenant agrees to obey all federal, state and local laws and regulations when using the leased premises. Tenant agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

Tenant agrees not to do any activities in or around the leased premises which could harm anyone or damage any property.

Tenant agrees that tenant will not allow more than ^x 3 people to occupy the leased premises without the written permission of landlord.

10. **RULES AND REGULATION**

Tenant agrees to obey all rules and regulations for the leased premises. If tenant violates any rules or regulations for the leased premises, tenant violates this lease.

11. **CARE OF LEASED PREMISES**

Tenant is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. Tenant agrees to pay for any damage caused by tenant, tenant's family and tenant's guests. Tenant agrees to turn over possession of the leased premises to landlord when the lease ends.

12. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

Tenant agrees that landlord and landlord's representatives have the right to enter the leased premises at reasonable times. Landlord and landlord's representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased premises to others.

13. UTILITY SERVICES

Landlord and tenant agree to pay for the charges for utilities and services supplied to the leased premises as follows:

CHARGE OR SERVICES:

Electric to Premises
Water Service
Natural Gas
Refuse Collection
Lawn Maintenance
Snow and Leaf Removal
Water
Sewer Charges

PAID BY:

tenant
landlord
tenant
landlord
tenant
landlord/tenant
landlord
landlord

Other:

Landlord has the right to turn off temporarily any utility or other service to the leased premises in order to make repairs or do maintenance.

14. GOVERNMENTAL POWER OF EMINENT DOMAIN.

Eminent domain is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government.

If all or any part of the leased premises (or the building within which the leased premises is located) is taken by eminent domain, this lease will end automatically. Landlord and tenant agree to release each other from any responsibility because leased premises is taken by eminent domain and the lease has ended.

15. VIOLATIONS OF THIS LEASE

WHEN EITHER LANDLORD OR TENANT DOES NOT DO SOMETHING THAT THEY HAVE AGREED TO DO, IT IS A VIOLATION OF THIS LEASE. IF TENANT VIOLATES THIS LEASE, TENANT MAY LOSE TENANT'S SECURITY DEPOSIT. IF TENANT VIOLATES THIS LEASE, LANDLORD ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY SUE TO EVICT TENANT.

EACH TENANT SHOULD NOT SIGN THIS LEASE UNLESS EACH TENANT HAS READ AND CLEARLY UNDERSTANDS THE INFORMATION IN THIS SECTION ABOUT LEASE VIOLATIONS.

☒ THIS IS A JOINT AND SEVERAL LEASE

☐ THIS IS NOT A JOINT AND SEVERAL LEASE

IF THIS IS NOT A JOINT AND SEVERAL LEASE, THEN THE LANDLORD CAN ONLY SUE ONE TENANT FOR THAT TENANT'S VIOLATION OF THE LEASE.

IF THIS IS A JOINT AND SEVERAL LEASE IT MEANS THAT ALL THE TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL ARE RESPONSIBLE TO LANDLORD FOR ALL OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID, LANDLORD CAN SUE ALL OF THE TENANTS (JOINTLY) FOR ANY UNPAID RENT.

OR, LANDLORD CAN BRING A SUIT AGAINST ANY ONE TENANT SEPARATELY (SEVERALLY) FOR ALL OF THE UNPAID RENT.

TENANT VIOLATES THIS LEASE IF TENANT:

- 1) FAILS TO PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME OR,
- 2) LEAVES (ABANDONS) THE LEASED PREMISES WITHOUT THE LANDLORD'S PERMISSION BEFORE THE END OF THE LEASE OR,
- 3) DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE OR,
- 4) DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE.

IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO WAIVE NOTICE TO QUIT. THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT GIVING EACH TENANT NOTICE TO QUIT FIRST. LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION). THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION.

THE LANDLORD DOES NOT HAVE THE RIGHT SUE IN COURT FOR EVICTION UNLESS A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS WAIVING NOTICE TO QUIT, EACH TENANT WILL HAVE A CHANCE IN COURT TO CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.

IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT IN COURT:

- 1) TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE.
- 2) TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION).
- 3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON TAKES POSSESSION OF THE LEASED PREMISES AS A NEW TENANT.

Tenant agrees that landlord may receive reasonable attorneys fees as part of a court judgment in a lawsuit against tenant for violation of the agreements of the lease.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

DATE SIGNED BY LANDLORD: 8/20/98
LANDLORD:

Russell Real Estate
Donald J. Russell

DATE SIGNED BY TENANT(S): 7/9/98
TENANT(S):

x *Donald P. Fairman*
x *Steve Fairman*

FILED

AUG 29 2000

William A. Shaw
Prothonotary

2000
cc atty Kubista
KTS

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

5

(6)
KIMBERLY KUBISTA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RUSSELL REAL ESTATE

00-957-CD

VS

FAIRMAN, DONALD

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 31, 2000 AT 2:21 PM DST SERVED THE WITHIN
COMPLAINT ON DONALD FAIRMAN, DEFENDANT AT RESIDENCE RD 4 BOX
204, DEVILLE ESTATES, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO DONALD FAIRMAN A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO
HIM THE CONTENTS THEREOF.

SERVED BY: MCINTOSH/COUDRIET

28.21 SHFF. HAWKINS PAID BY: ATTY

10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

6th DAY OF September 2000
William A. Shaw

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

SO ANSWERS,

Chester A. Hawkins
by Maury Hamr
CHESTER A. HAWKINS
SHERIFF

FILED

SEP 06 2000
01:10:43 am
William A. Shaw
Prothonotary E. H. B.

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

RUSSELL REAL ESTATE,
Plaintiff/Petitioner,

vs.

DONALD FAIRMAN,
Defendant/Respondent.

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:
:
:

No. 00-957-CD

PETITION

Filed on behalf of
Plaintiff/Petitioner

Counsel of Record for
this party:

Kimberly M. Kubista
PA ID #52782

BELIN & KUBISTA
15 North Front Street
Clearfield, PA 16830

(814) 765-8972

FILED

OCT 05 2001

William A. Shaw
Prothonotary

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

RUSSELL REAL ESTATE, :
Plaintiff/Petitioner, :
vs. : No. 00-957-CD
DONALD FAIRMAN, :
Defendant/Respondent. :

ORDER

NOW, this 10th day of October,
2001, upon consideration of the attached Petition, a Rule is
hereby issued upon Respondent to show Cause why the Petition
should not be granted. Rule returnable thereon the 30th day
of October, 2001, for filing written response.

NOTICE

A Petition or Motion has been filed against you in Court. If you wish to defend against the claims set forth in the following Petition by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for relief requested by the Petitioner or Movant. You may lose 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
Market & Second Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 50-51

BY THE COURT:



Judge

FILED
OCT 10 2001

William A. Shaw
Prothonotary

FILED 2cc
013-5384 Anty Kubista
Oct 10 2001

William A. Shaw
Prothonotary

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

RUSSELL REAL ESTATE,	:	
Plaintiff/Petitioner,	:	
	:	
vs.	:	No. 00-957-CD
	:	
DONALD FAIRMAN,	:	
Defendant/Respondent.	:	

PETITION TO TERMINATE SUPERSEDEAS

NOW COMES, the Petitioner, Russell Real Estate, by and through its counsel, Belin & Kubista, and sets forth the following Petition:

1. That Petitioner, Russell Real Estate, filed a Landlord/Tenant Complaint with District Justice Patrick N. Ford against Respondent, Donald Fairman, for possession of real property for failure to pay rents.

2. That judgment was entered in favor of Petitioner on August 28, 2000, in the amount of \$235.50 and possession granted.

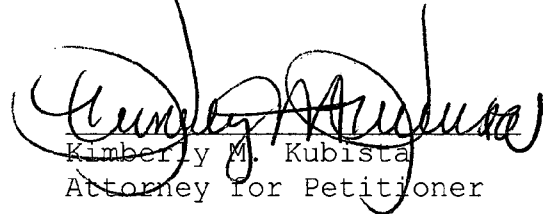
3. That Respondent filed a Notice of Appeal with the Court of Common Pleas, which is presently operating as a supersedeas to the judgment for possession in this case.

4. That Respondent does not owe any back rent to Petitioner, therefore the supersedeas should be terminated.

5. That Petitioner desires to take possession of the lot which Respondent has his trailer situated on and Petitioner has already served a Notice to Quit on Respondent.

WHEREFORE, Petitioner respectfully requests that Your Honorable Court enter an Order directing that the supersedeas be terminated.

BELIN & KUBISTA

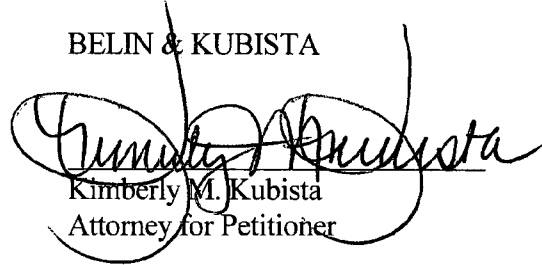


Kimberly M. Kubista
Attorney for Petitioner

COMMONWEALTH OF PENNSYLVANIA :
SS
COUNTY OF CLEARFIELD :

Before me, the undersigned Officer, personally appeared KIMBERLY M. KUBISTA, ESQUIRE who being duly sworn according to law deposes and states that she is Counsel of record for Petitioner and that Petitioner is unavailable to verify the Petition within the time allowed for filing and further that the source of the information was obtained from Petitioner and therefore upon the information supplied by Petitioner, states that the facts set forth in said Petition are true and correct to the best of her knowledge, information and belief.

BELIN & KUBISTA



Kimberly M. Kubista
Attorney for Petitioner

FILED

OCT 05 2001

0132612cc atty Kubista

William A. Shaw

Notary Public

12/2/01

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CP

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

RUSSELL REAL ESTATE,
Plaintiff/Petitioner,

vs.

DONALD FAIRMAN,
Defendant/Respondent.

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:

No. 00-957-CD

CERTIFICATE OF SERVICE

File on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

OCT 12 2001

011/03/105 < C

William A. Shaw
Prothonotary

(Signature)

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

RUSSELL REAL ESTATE,
Plaintiff/Petitioner,

vs.

DONALD FAIRMAN,
Defendant/Respondent.

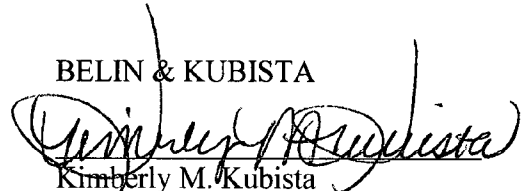
No. 00-957-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Petition in the above captioned matter to the following party by first class mail, postage prepaid on the 11th day of October, 2001:

Mary L. Pothoven
Attorney-at-Law
600 East Main Street
PO Box 218
Reynoldsville, PA 15851

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

RUSSELL REAL ESTATE,
Plaintiff/Petitioner,

vs.

DONALD FAIRMAN,
Defendant/Respondent.

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No. 00-957-CD

PRAECIPE TO WITHDRAW
PLEADING

Filed on behalf of
Plaintiff/Petitioner

Counsel of Record for
this party:

Kimberly M. Kubista
PA ID #52782

BELIN & KUBISTA
15 North Front Street
Clearfield, PA 16830

(814) 765-8972

FILED

OCT 15 2001

William A. Shaw
Prothonotary

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

RUSSELL REAL ESTATE,
Plaintiff/Petitioner

vs.

DONALD FAIRMAN,
Defendant/Respondent

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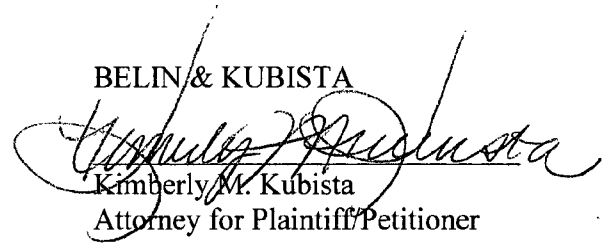
No. 00-957-CD

PRAECIPE TO WITHDRAW PLEADING

TO THE PROTHONOTARY:

Please withdraw the Petition to Terminate Supersedeas filed on behalf of the
Plaintiff/Petitioner in the above captioned matter.

BELIN & KUBISTA



Kimberly M. Kubista

Attorney for Plaintiff/Petitioner

Date: 10-15-01

FILED

OCT 15 2001

William A. Shaw
Prothonotary

ath Kubista

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CA



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

OCTOBER 29, 2004

FILED

OCT 29 2004

William A. Sh...
Prothonotary Clerk of Courts

RE: 00-957-CD
Russell Real Estate vs. Donald Fairman

Dear Kimberly M. Kubista, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 7, 2005**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

David S. Meholick
Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

OCTOBER 29, 2004

RE: 00-957-CD
Russell Real Estate vs. Donald Fairman

Dear Mary L. Pothoven, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 7, 2005**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in dark ink, appearing to read "David S. Meholick", written over a faint, circular official stamp.

David S. Meholick
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Russell Real Estate

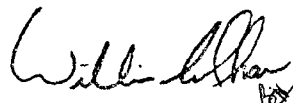
Vs.

00-957-CD

Donald Fairman

Termination of Inactive Case

This case is hereby terminated with prejudice
this 21st day of January, 2005, as per Rule 230.2



William A. Shaw
Prothonotary

FILED

JAN 21 2005

William A. Shaw
Prothonotary, Clerk of Courts