

00-1096-CD  
Russell Real Estate vs D. Fairman

00

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
JUDICIAL DISTRICT

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 00-1096-CD

## 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.

DONALD FAIRMAN

NAME OF APPELLANT

MAG. DIST. NO. OR NAME OF D.J.

RD #4, Box 204, Deville Estates

46-3-01

ADDRESS OF APPELLANT

CITY

STATE

ZIP CODE

DuBois, PA 15801

DATE OF JUDGMENT

IN THE CASE OF (Plaintiff)

(Defendant)

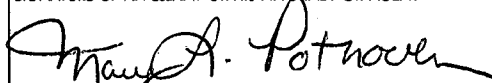
8/28/00

Russell Real Estate vs. Fairman, Donald

CLAIM NO.

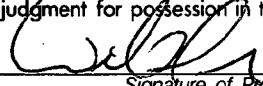
SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

CV 19

LT ~~19~~ 0000615-00


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.



Signature of Prothonotary or Deputy

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.

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

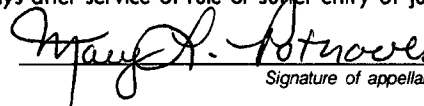
(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon Russell Real Estate, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 00-1096-CD) 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 Russell Real Estate, appellee(s).

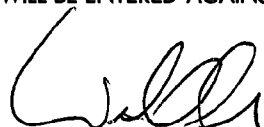
Name of appellee(s)

(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: 9/7/00, ~~19~~XX.



Signature of Prothonotary or Deputy

FILED

I hereby certify this to be a true and attested copy of the original statement filed in this case.

SEP 07 2000

William A. Shaw  
Prothonotary

Attest:

80.-  
plus  
\$150.

SEP - 7 2000

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) \_\_\_\_\_, 19\_\_\_\_, ☐ 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**

**DONALD FAIRMAN  
RD 4 BOX 204  
DEVILLE ESTATES  
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
RESIDENTIAL LEASE**

PLAINTIFF:

NAME and ADDRESS

**RUSSELL REAL ESTATE  
RD 1 BOX 179  
LAUREL RUN ROAD  
CURWENSVILLE, PA 16833**

VS.

DEFENDANT:

NAME and ADDRESS

**FAIRMAN, DONALD  
RD 4 BOX 204  
DEVILLE ESTATES  
DUBOIS, PA 15801**

Docket No.: **LT-0000615-00**

Date Filed: **8/18/00**



00-1096-cp

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

☒ Judgment was entered for: (Name) **FOR PLAINTIFF  
RUSSELL REAL ESTATE**

☒ Judgment was entered against **FAIRMAN, DONALD** in a

☒ Landlord/Tenant action in the amount of \$ **235.50** on **8/28/00** (Date of Judgment)

The amount of rent per month, as established by the District Justice, is \$ **150.00**.

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

	Total Amount Established by DJ	Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ <b>150.00</b>	\$ <b>.00</b>	=	\$ <b>150.00</b>
Physical Damages Leasehold Property	\$ <b>.00</b>	\$ <b>.00</b>	=	\$ <b>.00</b>
Damages/Unjust Detention	\$ <b>.00</b>	\$ <b>.00</b>	=	\$ <b>.00</b>
Less Amt Due Defendant from Cross Complaint				\$ <b>.00</b>
Interest (if provided by lease)				\$ <b>.00</b>
L/T Judgment Amount				\$ <b>150.00</b>
Judgment Costs				\$ <b>85.50</b>
Attorney Fees				\$ <b>.00</b>
<b>Total Judgment</b>				\$ <b>235.50</b>
Post Judgment Credits				\$
Post Judgment Costs				\$
<b>Certified Judgment Total</b>				\$

☐ Attachment Prohibited/  
Victim of Abuse (Act 5, 1996)

☐ This case dismissed without prejudice.

☒ Possession granted.

☐ Possession granted if money judgment is not satisfied by time of eviction.

☐ Possession not granted.

☐ Levy is stayed for \_\_\_\_\_ days or ☐ generally stayed.

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

☐ Defendants are jointly and severally liable.

Date:

Place:

Time:

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

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

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL.

**8-28-00** Date **Ro Ireland**, District Justice

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

Date

, District Justice

00-1096-CD

## 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 JEFFERSON ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

- ☒ a copy of the Notice of Appeal, Common Pleas No. 00-1096-CD, upon the District Justice designated therein on (date of service) 9/7/00, ~~xx~~, ☒ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Russell Real Estate, on 9/7/00, ~~xx~~ ☐ 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 9/7/00, ~~xx~~, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 7th DAY OF September, ~~xx~~ 2000

Wm. A. Shaw  
Signature of affiant

Jodi A. Anderson  
Signature of official before whom affidavit was made

Notary Public

Title of official

My commission expires on 4/19, ~~xx~~ 2003

Notarial Seal  
Jodi A. Anderson, Notary Public  
Reynoldsville Boro, Jefferson County  
My Commission Expires Apr. 19, 2003  
Member, Pennsylvania Association of Notaries

FILED

SEP 11 2000

12:16 pm  
William A. Shaw  
Prothonotary WAS

COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY  
JUDICIAL DISTRICT

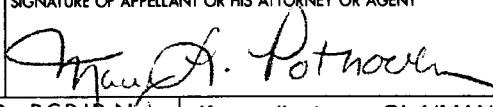
FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 00-1096-CD

## 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 <b>DONALD FAIRMAN</b>		MAG. DIST. NO. OR NAME OF D.J. <b>46-3-01</b>	
ADDRESS OF APPELLANT <b>RD #4, Box 204, Deville Estates</b>		CITY <b>DUBOIS, PA 15801</b>	STATE <b>PA</b>
DATE OF JUDGMENT <b>8/28/00</b>	IN THE CASE OF (Plaintiff) <b>Russell Real Estate vs. Fairman, Donald</b>		(Defendant)
CLAIM NO. <b>CV 19</b> <b>LT 0000615-00</b>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		

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.

  
Signature of Prothonotary or Deputy

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.

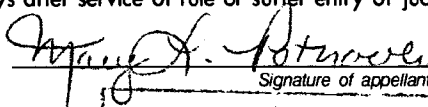
## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(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 Russell Real Estate, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 00-1096-CD) 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 Russell Real Estate, 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.

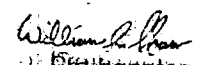
Date: 9/7/00

  
Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

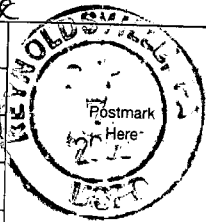
SEP 7 2000

Attest:

  
Prothonotary

7099 3400 6602 004E 6000 ES2E 1200

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
Russell Road Estate	
Postage	\$ 33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	2.75
Total Postage & Fees	\$2.98



Postmark  
Here  
2-1-99

Name (Please Print Clearly) (to be completed by mailer)	
Russell Road Estate	
Street, Apt. No., or PO Box No.	
RD # 1 Box 179 Laurel Run	
City, State, ZIP+4	
Curwensville PA 16833 Rd.	

PS Form 3800, July 1999 See Reverse for Instructions

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  
RESIDENTIAL LEASE**

PLAINTIFF:

NAME and ADDRESS

**RUSSELL REAL ESTATE  
RD 1 BOX 179  
LAUREL RUN ROAD  
CURWENSVILLE, PA 16833**

VS.

DEFENDANT:

NAME and ADDRESS

**FAIRMAN, DONALD  
RD 4 BOX 204  
DEVILLE ESTATES  
DUBOIS, PA 15801**

Docket No.: **LT-0000615-00**  
Date Filed: **8/18/00**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR PLAINTIFF**

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

☒ Judgment was entered against **FAIRMAN, DONALD** in a  
Landlord/Tenant action in the amount of \$ **235.50** on **8/28/00** (Date of Judgment)

The amount of rent per month, as established by the District Justice, is \$ **150.00**.

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

Total Amount Established by DJ		Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ <b>150.00</b>	-\$ <b>.00</b>	=	\$ <b>150.00</b>
Physical Damages Leasehold Property	\$ <b>.00</b>	-\$ <b>.00</b>	=	\$ <b>.00</b>
Damages/Unjust Detention	\$ <b>.00</b>	-\$ <b>.00</b>	=	\$ <b>.00</b>
Less Amt Due Defendant from Cross Complaint		-\$ <b>.00</b>	=	\$ <b>.00</b>
Interest (if provided by lease)		\$ <b>.00</b>	=	\$ <b>.00</b>
L/T Judgment Amount		\$ <b>150.00</b>	=	\$ <b>150.00</b>
Judgment Costs		\$ <b>85.50</b>	=	\$ <b>85.50</b>
Attorney Fees		\$ <b>.00</b>	=	\$ <b>.00</b>
<b>Total Judgment</b>		\$ <b>235.50</b>	=	\$ <b>235.50</b>
Post Judgment Credits		\$	=	\$
Post Judgment Costs		\$	=	\$
<b>Certified Judgment Total</b>		\$	=	\$

☐ Attachment Prohibited/  
Victim of Abuse (Act 5, 1996).

☐ This case dismissed without prejudice.

☒ Possession granted.

☐ Possession granted if money judgment is not satisfied by time of eviction.

☐ Possession not granted.

☐ Defendants are jointly and severally liable.

☐ Levy is stayed for \_\_\_\_\_ days or ☐ generally stayed.

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

Date:

Place:

Time:

**FILED**

**SEP 14 2000**

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

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

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL.

**8-28-00** Date **TO Judge**, District Justice

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

\_\_\_\_\_, District Justice



**LANDLORD AND  
TENANT 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**

**FILED**

**SEP 14 2000**

**William A. Shaw**

**Prothonotary**

PLAINTIFF:

NAME and ADDRESS

**Russell Real Estate**  
**R.O. #1 Box 179**  
**LAUREL RUN ROAD**  
**CURWENSVILLE, PA 16833**

DEFENDANT:

NAME and ADDRESS

**DONALD FAARMAN**  
**R.O. #4 Box 204**  
**Deville Estates**  
**DUBOIS, PA 15801**

Docket No.:

Date Filed:

**LT 615-00**



TO THE DEFENDANT: The above named plaintiff(s) asks judgment together with costs against you for the possession of real property and for:

Lease is ☒ Residential ☐ Nonresidential.

☐ Damages for injury to the real property, to wit: \_\_\_\_\_

in the amount of: \$ **150.00**

☐ Damages for the unjust detention of the real property in the amount of \$ \_\_\_\_\_

☐ Rent remaining due and unpaid on filing date in the amount of \$ \_\_\_\_\_

☐ And additional rent remaining due and unpaid on hearing date \$ \_\_\_\_\_

THE PLAINTIFF FURTHER ALLEGES THAT:

Total: \$ **150.00**

1. The location and the address, if any, of the real property is: **Deville Estates**

2. The plaintiff is the landlord of that property.

3. He leased or rented the property to you or to \_\_\_\_\_ under whom you claim.

4. ☒ Notice to quit was given in accordance with law, or

☐ No notice is required under the terms of the lease.

5. ☐ The term for which the property was leased or rented is fully ended, or

☐ A forfeiture has resulted by reason of a breach of the conditions of the lease, to wit: \_\_\_\_\_ or,

☐ Rent reserved and due has, upon demand, remained unsatisfied.

6. You retain the real property and refuse to give up its possession.

**Donald Faarman** 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. C. S. § 4904) relating to unsworn falsification to authorities.

(Signature of Plaintiff)

(Plaintiff's Attorney)

(Address)

(Phone)

IF YOU HAVE A DEFENSE to this complaint you may present it at the hearing. IF YOU HAVE A CLAIM against the plaintiff arising out of the occupancy of the premises, which is in the district justice jurisdiction and which you intend to assert at the hearing, YOU MUST FILE it on a complaint form at this office BEFORE THE TIME set for the hearing. IF YOU DO NOT APPEAR AT THE HEARING, a judgment for possession and costs, and for damages and rent if claimed, may nevertheless be entered against you. A judgment against you for possession may result in your EVICTION from the premises. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

Date: 11/01/2000

Time: 09:15 PM

Clearfield County Court of Common Pleas

Receipt

NO. 0050497

Page 1 of 1

Received of: Fairman, Donald \$ 150.00

One Hundred Fifty and 00/100 Dollars

	Amount
Unapplied receipt	150.00
<b>Total:</b>	<b>150.00</b>

Check: 8424

Payment Method: Check

Amount Tendered: 150.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_  
Deputy Clerk

Date: 11/01/2000

Clearfield County Court of Common Pleas

NO. 0050498

Time: 09:36 PM

Receipt

Page 1 of 1

Received of: Fairman, Donald \$ 150.00

One Hundred Fifty and 00/100 Dollars

Amount

Unapplied receipt

150.00

**Total:**

**150.00**

9-21-00  
Deposit

Check: Prior

Payment Method: Check

Amount Tendered: 150.00

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_

Deputy Clerk

Clerk: OLDCASE

Date: 11/01/2000

Time: 09:36 PM

Clearfield County Court of Common Pleas

Receipt

NO. 0050498

Page 1 of 1

Received of: Fairman, Donald \$ 150.00

One Hundred Fifty and 00/100 Dollars

	Amount
Unapplied receipt	150.00
<b>Total:</b>	<b>150.00</b>

9-7-00  
DEPOSIT

Check: Prior

Payment Method: Check

Amount Tendered: 150.00

Clerk: OLDCASE

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_  
Deputy Clerk

LAW OFFICES

*Querino R. Torretti*

Mary L Pothoven  
Associate

ATTORNEY AT LAW  
600 E. MAIN STREET  
P. O. Box 218  
REYNOLDSVILLE, PENNSYLVANIA 15851

TELEPHONE  
814-653-2243

FAX  
814-653-8319

September 18, 2000

William Shaw, Prothonotary  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

RE: Russell Real Estate v. Donald P. Fairman  
Court of Common Pleas No. 00-1096, CD

Dear Mr. Shaw:

Enclosed herewith please find a check in the amount of \$150.00 made payable to you. The purpose of the \$150.00 is to continue the Supersedeas which was granted in this case upon Mr. Fairman's appeal of the District Magistrate decision in this matter. Should you require any additional information from me, please advise.

Cordially yours,

*Mary L. Pothoven*  
Mary L. Pothoven

Encl.  
MLP/lmb

FILED

SEP 21 2000

m / 8:30 / am  
William A. Shaw  
Prothonotary

PR  
#150-  
BY  
ATTN

*EOL*

WILLIAM A. SHAW  
PROTHONOTARY/CLERK OF COURTS  
CLEARFIELD COUNTY COURTHOUSE  
P.O. BOX 549  
CLEARFIELD, PA 16830  
(814) 765-2641, EXT. 1330

No 39281

A

DATE Sept. 21 19 2000

RECEIVED OF ALICE FAIRMAN

ATTORNEY

CASE # 00-1096-10

RUSSELL REAL ESTATE vs. DONALD P. FAIRMAN

QUANTITY

DESCRIPTION

AMOUNT

1 LANDLORD TENANT DEPOSIT 1500.00

PAID

SEP 21 2000

WILLIAM A. SHAW  
PROTHONOTARY

Escrow Account

TOTAL \$ 150. —

CASH \_\_\_\_\_ M/O \_\_\_\_\_

CHECK # 1397

THE ABOVE MENTIONED INSTRUMENTS ARE RECEIVED SUBJECT TO THE PROVISIONS OF ACT OF ASSEMBLY  
REQUIRING PAYMENT OF FEES IN ADVANCE. NO REFUNDS ON OVERPAYMENT OF \$5.00 OR LESS.

LAW OFFICES

*Querino R. Torretti*

ATTORNEY AT LAW  
600 E. MAIN STREET  
P. O. Box 218

REYNOLDSVILLE, PENNSYLVANIA 15851

Mary L. Pothoven  
Associate

TELEPHONE  
814-653-2243

FAX  
814-653-8319

October 31, 2000

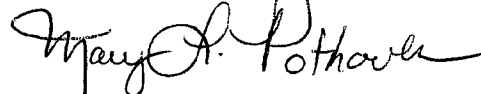
William Shaw, Prothonotary  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

RE: Russell Real Estate v. Donald P. Fairman  
Court of Common Pleas No. 00-1096, CD

Dear Mr. Shaw:

Enclosed herewith please find a check in the amount of \$150.00 made payable to you. The purpose of the \$150.00 is to continue the Supersedeas which was granted in this case upon Mr. Fairman's appeal of the District Magistrate decision in this matter. Should you require any additional information from me, please advise.

Cordially yours,



Mary L. Pothoven

Encl.  
JAA|jaa

FILED

NOV 01 2000

m / 4.2 / 00  
William A. Shaw  
Prothonotary



150-

Date: 11/01/2000

**Clearfield County Court of Common Pleas**

User:

Time: 09:18 PM

Unapplied Receipt Account

BILLSHAW

Page 1 of 1

**Fairman, Donald**

Address: RD #4, Box 204, Deville Estate  
DuBois PA 15801

Home Phone:

Work Phone:

DOB: 00/00/0000

SSN:

Escrow Account \$150.00 Monthly Rent regarding Landlord Tentant Appeal

<u>Date</u>	<u>Transaction</u>	<u>Received</u>	<u>Transferred</u>	<u>Balance</u>
11/01/2000	50497 Receipt	150.00		<b>150.00</b>



LAW OFFICES

*Querino R. Torretti*

Mary L. Pothoven  
Associate

ATTORNEY AT LAW  
600 E. MAIN STREET  
P. O. Box 218  
REYNOLDSVILLE, PENNSYLVANIA 15851

TELEPHONE  
814-653-2243

FAX  
814-653-8319

November 28, 2000

William Shaw, Prothonotary  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

RE: Russell Real Estate v. Donald P. Fairman  
Court of Common Pleas No. 00-1096, CD

Dear Mr. Shaw:

Enclosed herewith please find a check in the amount of \$150.00 made payable to you. The purpose of the \$150.00 is to continue the Supersedeas which was granted in this case upon Mr. Fairman's appeal of the District Magistrate decision in this matter. Should you require any additional information from me, please advise.

Cordially yours,

Mary L. Pothoven

Encl.  
JAA|jaa

FILED

NOV 29 2000

M/12:53/um fmg  
William A. Shaw  
Prothonotary

150-  
DEPOSITED IN  
ESCAU

Date: 11/30/2000

Clearfield County Court of Common Pleas

NO. 0052092

Time: 08:48 AM

Receipt

Received of: Fairman, Donald

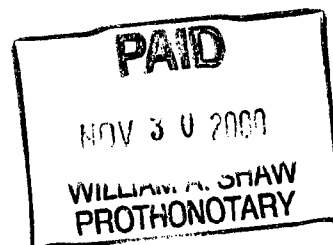
\$ 150.00

One Hundred Fifty and 00/100 Dollars

Unapplied receipt:

150.00

00 - 1096 - CD



~~Deposit~~ DEPOSIT in  
Escrow  
Account

Check: 8449

Payment Method: Check

Amount Tendered: 150.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Courts

By: LA

Deputy Clerk

LAW OFFICES

*Querino R. Torretti*

Mary L Pothoven  
Associate

ATTORNEY AT LAW  
600 E. MAIN STREET  
P. O. Box 218  
REYNOLDSVILLE, PENNSYLVANIA 15851

TELEPHONE  
814-653-2243

FAX  
814-653-8319

December 22, 2000

William Shaw, Prothonotary  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

RE: Russell Real Estate v. Donald P. Fairman  
Court of Common Pleas No. 00-1096, CD

Dear Mr. Shaw:

Enclosed herewith please find a check in the amount of \$150.00 made payable to you. The purpose of the \$150.00 is to continue the Supersedeas which was granted in this case upon Mr. Fairman's appeal of the District Magistrate decision in this matter. Should you require any additional information from me, please advise.

Cordially yours,

*Mary L. Pothoven*  
Mary L. Pothoven

Encl.  
JAA/jaa

**FILED**

DEC 26 2000

*W/3:30/ua*  
William A. Shaw  
Prothonotary

PD

150.

*12 Escrow*

*Querino R. Torretti*ATTORNEY AT LAW  
600 E. MAIN STREET  
P. O. Box 218

REYNOLDSVILLE, PENNSYLVANIA 15851

Mary L. Pothoven  
AssociateTELEPHONE  
814-653-2243FAX  
814-653-8319

December 22, 2000

William Shaw, Prothonotary  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830RE: Russell Real Estate v. Donald P. Fairman  
Court of Common Pleas No. 00-1096, CD

Dear Mr. Shaw:

Enclosed herewith please find a check in the amount of \$150.00 made payable to you. The purpose of the \$150.00 is to continue the Supersedeas which was granted in this case upon Mr. Fairman's appeal of the District Magistrate decision in this matter. Should you require any additional information from me, please advise.

Cordially yours,

*Mary L. Pothoven*  
Mary L. PothovenQUERINO R. TORRETTI, ESQ.  
CLIENT AND ESCROW  
600 E. MAIN ST., P.O. BOX 218  
REYNOLDSVILLE, PA 15851

8486

60-827/433

DATE 12-22-00

PAY  
TO THE  
ORDER OF

William Shaw, Prothonotary

\$ 150.00

DOLLARS  Security features  
included.  
Details on back.COMMUNITY  
FIRST  
BANK, N.A.

FOR Russell Real Estate v. Donald P. Fairman

Court #00-1096 CD

*Querino R. Torretti*

MP

⑈008486⑈ ⑆043308277⑆ 202⑈4954⑈

Date: 12/26/2000

Clearfield County Court of Common Pleas

NO. 1815608

Time: 04:09 PM

Receipt

Page 1 of 1

Received of: Fairman, Donald \$ 150.00

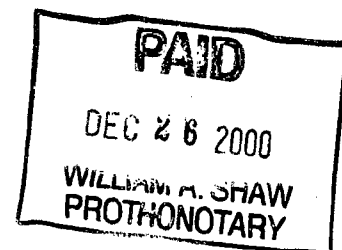
One Hundred Fifty and 00/100 Dollars

Amount

Unapplied receipt

150.00

**Total: 150.00**



Check: 8486

Payment Method: Check

Amount Tendered: 150.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_  
Deputy Clerk

LAW OFFICES

*Querino R. Torretti*

ATTORNEY AT LAW  
600 E. MAIN STREET  
P. O. Box 218  
REYNOLDSVILLE, PENNSYLVANIA 15851

TELEPHONE  
814-653-2243

FAX  
814-653-8319

Mary L Pothoven  
Associate

January 23, 2000

William Shaw, Prothonotary  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

RE: Russell Real Estate v. Donald P. Fairman  
Court of Common Pleas No. 00-1096, CD

Dear Mr. Shaw:

Enclosed herewith please find a check in the amount of \$150.00 made payable to you. The purpose of the \$150.00 is to continue the Supersedeas which was granted in this case upon Mr. Fairman's appeal of the District Magistrate decision in this matter. Should you require any additional information from me, please advise.

Cordially yours,

*Mary L. Pothoven*  
Mary L. Pothoven

Encl.  
JAA|jaa

**FILED**

JAN 24 2001

m/31w/115  
William A. Shaw  
Prothonotary

*E. W.*

LAW OFFICES

*Querino R. Torretti*

Mary L Pothoven  
Associate

ATTORNEY AT LAW  
600 E. MAIN STREET  
P. O. Box 218  
REYNOLDSVILLE, PENNSYLVANIA 15851

TELEPHONE  
814-653-2243

FAX  
814-653-8319

January 23, 2000

William Shaw, Prothonotary  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

RE: Russell Real Estate v. Donald P. Fairman  
Court of Common Pleas No. 00-1096, CD

Dear Mr. Shaw:

Enclosed herewith please find a check in the amount of \$150.00 made payable to you. The purpose of the \$150.00 is to continue the Supersedeas which was granted in this case upon Mr. Fairman's appeal of the District Magistrate decision in this matter. Should you require any additional information from me, please advise.

Cordially yours,

*Mary L. Pothoven*  
Mary L. Pothoven

Encl.  
JAA|jaa

QUERINO R. TORRETTI, ESQ.  
CLIENT AND ESCROW  
600 E. MAIN ST., P.O. BOX 218  
REYNOLDSVILLE, PA 15851

8520

60-827/433

DATE 1-23-01

PAY  
TO THE  
ORDER OF

William Shaw, Prothonotary

\$ 150.00

One hundred Fifty + <sup>00</sup>/<sub>100</sub>

DOLLARS



COMMUNITY  
FIRST  
BANK, N.A.

FOR Russell Real Estate v. Donald Fairman

Common Pleas  
No. 00-1096 CD

00085200

00433082770

20204954

*Querino R. Torretti*

Date: 01/24/2001

Clearfield County Court of Common Pleas

NO. 1817133

Time: 02:48 PM

Receipt

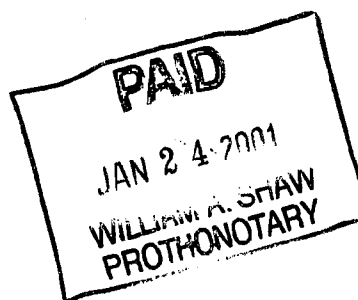
Received of: Fairman, Donald

\$ 150.00

One Hundred Fifty and 00/100 Dollars

Unapplied receipt:

150.00



Check: 8520

Payment Method: Check

Amount Tendered: 150.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_  
Deputy Clerk



LAW OFFICES

*Querino R. Torretti*

ATTORNEY AT LAW  
600 E. MAIN STREET  
P. O. Box 218  
REYNOLDSVILLE, PENNSYLVANIA 15851

TELEPHONE  
814-653-2243

FAX  
814-653-8319

Mary L. Pothoven  
Associate

February 22, 2000

William Shaw, Prothonotary  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

RE: Russell Real Estate v. Donald P. Fairman  
Court of Common Pleas No. 00-1096, CD

Dear Mr. Shaw:

Enclosed herewith please find a check in the amount of \$150.00 made payable to you. The purpose of the \$150.00 is to continue the Supersedeas which was granted in this case upon Mr. Fairman's appeal of the District Magistrate decision in this matter. Should you require any additional information from me, please advise.

Cordially yours,

*Mary L. Pothoven*

Mary L. Pothoven

Encl.  
JAA|jaa

FILED

FEB 23 2001  
11/3:55 PM  
William A. Shaw  
Prothonotary

(Eug)  
PP  
150-

Date: 02/23/2001

Clearfield County Court of Common Pleas

NO. 1818858

Time: 03:53 PM

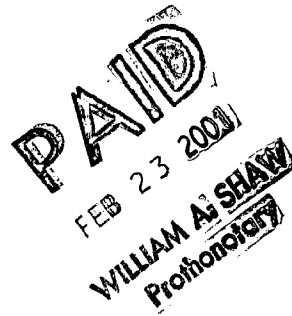
Receipt

Received of: Fairman, Donald

\$ 150.00

One Hundred Fifty and 00/100 Dollars

Unapplied receipt: 150.00



Check: 8558

Payment Method: Check

Amount Tendered: 150.00

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_

Deputy Clerk

Clerk: BILLSHAW

Duplicate

LAW OFFICES

*Querino R. Torretti*

Mary L Pothoven  
Associate

ATTORNEY AT LAW  
600 E. MAIN STREET  
P. O. Box 218  
REYNOLDSVILLE, PENNSYLVANIA 15851

TELEPHONE  
814-653-2243

FAX  
814-653-8319

March 20, 2001

William Shaw, Prothonotary  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

RE: Russell Real Estate v. Donald P. Fairman  
Court of Common Pleas No. 00-1096, CD

Dear Mr. Shaw:

Enclosed herewith please find a check in the amount of \$150.00 made payable to you. The purpose of the \$150.00 is to continue the Supersedeas which was granted in this case upon Mr. Fairman's appeal of the District Magistrate decision in this matter. Should you require any additional information from me, please advise.

Cordially yours,

*Mary L. Pothoven*  
Mary L. Pothoven

Encl.  
JAA/jaa

**FILED**

MAR 22 2001

ra/10:00 am  
William A. Shaw  
Prothonotary

DEPOSITED 150.-

Date: 3/22/2001

Clearfield County Court of Common Pleas

NO. 1822296

Time: 10:37 AM

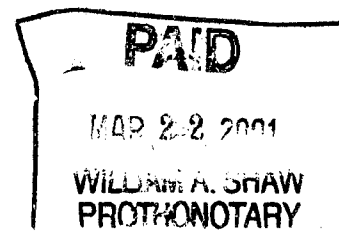
Receipt

Page 1 of 1

Received of: Fairman, Donald \$ 150.00

One Hundred Fifty and 00/100 Dollars

	Amount
Unapplied receipt	150.00
<b>Total:</b>	<b>150.00</b>



Check: 8579

Payment Method: Check

Amount Tendered: 150.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_

Deputy Clerk

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

RUSSELL REAL ESTATE,

Plaintiff/Petitioner,

v.

DONALD FAIRMAN,

Defendant/Respondent

00-1096-CD

ORDER

AND NOW this ~~20th~~ <sup>March</sup> day of ~~February~~, 2001, upon consideration of Plaintiff's Petition for Release of Funds, it is hereby ORDERED AND DIRECTED, that the Office of the Prothonotary immediately release to Russell Real Estate the sum of \$900.00; and it is FURTHER DIRECTED AND ORDERED that the supersedeas shall remain in effect, but that all future rents shall be paid directly to the Office of Belin & Kubista, as attorney for Plaintiff/Petitioner Russell Real Estate.

BY THE COURT

JOHN K. REILLY, JR.

Judge

I certify this to be a true  
listed copy of the original  
not filed in this case.

MAR 20 2001

*William L. Khan*  
Prothonotary

Just file

Kim

SENDING OURN A

AMANDRO ORDER TO

PAY OUT SUMS

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

RUSSELL REAL ESTATE,

Plaintiff/Petitioner,

v.

DONALD FAIRMAN,

Defendant/Respondent

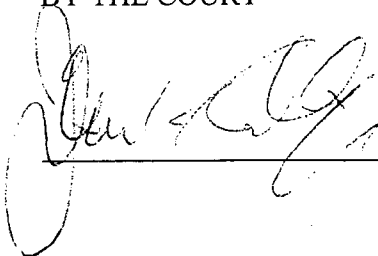
00-1096-CD

**ORDER**

AND NOW this 20 day of <sup>February</sup>~~February~~, 2001, upon consideration of Plaintiff's Petition for Release of Funds, it is hereby ORDERED AND DIRECTED, that the Office of the Prothonotary immediately release to Russell Real Estate the sum of \$900.00; and it is FURTHER DIRECTED AND ORDERED that the supersedeas shall remain in effect, but that all future rents shall be paid directly to the Office of Belin & Kubista, as attorney for Plaintiff/Petitioner Russell Real Estate.

COPY

BY THE COURT

  
Judge

FILED

MAR 20 2001

William A. Shaw  
Prothonotary

FILED

MAR 20 2001

Olav S. Shaw  
William A. Shaw  
Prothonotary

atly Kubista  
Kubista

**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,

v.

DONALD FAIRMAN,

Defendant/Respondent

00-1096-CD

PETITION AND ORDER

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**

MAR 20 2001

William A. Shaw  
Prothonotary



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

RUSSELL REAL ESTATE,	)	
	)	
Plaintiff/Petitioner,	)	
	)	
v.	)	00-1096-CD
	)	
DONALD FAIRMAN,	)	
	)	
Defendant/Respondent	)	

**PETITION FOR RELEASE OF FUNDS**

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

1. That Plaintiff/Petitioner Russell Real Estate filed a landlord/tenant complaint with District Justice Patrick N. Ford against Defendant/Respondent Donald Fairman for possession of real property for failure to pay rents.
2. That judgment was entered in favor of Plaintiff/Petitioner on August 28, 2000, in the amount of \$235.50 and possession granted.
2. That Defendant/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.
3. That Defendant/Respondent has been depositing the amount of his monthly rental of \$150.00 with the Office of the Prothonotary since September, 2000, to continue the supersedeas.
4. That the total amount now being held by the Prothonotary is \$900.00.

5. That Plaintiff/Petitioner desires to have the \$900.00 released from the Prothonotary's Office.

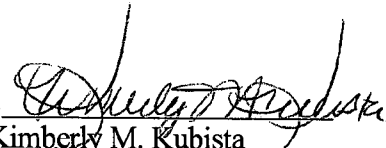
6. That Mary L. Pothoven, attorney for Defendant/Respondent, is agreeable to the release of these funds to Plaintiff/Petitioner.

7. That the supersedeas shall remain in effect, but that future rents be paid directly to the Office of Belin & Kubista, attorney for Plaintiff/Petitioner.

WHEREFORE, Plaintiff/Petitioner respectfully requests that Your Honorable Court enter an Order directing that the Prothonotary release the sum of \$900.00 to Plaintiff/Petitioner, that the supersedeas remain in effect, but that all future rents be paid directly to the Office of Belin & Kubista, as attorney for Plaintiff/Petitioner. .

Respectfully submitted,

BELIN & KUBISTA

By:   
Kimberly M. Kubista  
Attorney for Plaintiff/Petitioner  
Russell Real Estate

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

RUSSELL REAL ESTATE,

Plaintiff/Petitioner,

v.

DONALD FAIRMAN,

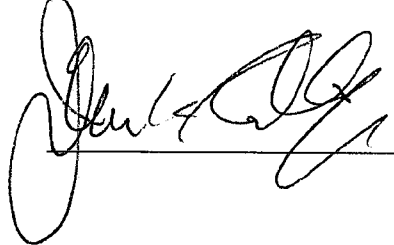
Defendant/Respondent

00-1096-CD

**ORDER**

AND NOW this 20 <sup>March</sup> ~~February~~, 2001, upon consideration of Plaintiff's Petition for Release of Funds, it is hereby ORDERED AND DIRECTED, that the Office of the Prothonotary immediately release to Russell Real Estate the sum of \$900.00; and it is FURTHER DIRECTED AND ORDERED that the supersedeas shall remain in effect, but that all future rents shall be paid directly to the Office of Belin & Kubista, as attorney for Plaintiff/Petitioner Russell Real Estate.

BY THE COURT

  
Judge

**FILED**

MAR 20 2001

William A. Shaw  
Prothonotary

FILED

MAR 20 2001

01302/2<<ctty  
William A. Shaw  
Prothonotary

Kubrick  
E. J. Shaw

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

RECEIVED  
01 2:15  
AUG 2001

William A. Sison

2cc -  
Amy Kubista  
AK

William A. Shaw  
Prothonotary

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

RUSSELL REAL ESTATE,

Plaintiff/Petitioner,

v.

DONALD FAIRMAN,

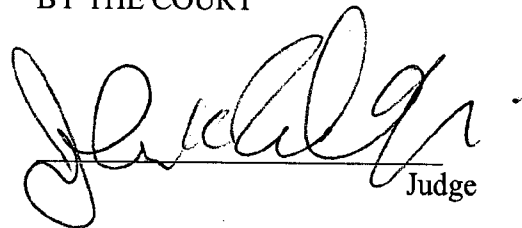
Defendant/Respondent

00-1096-CD

**AMENDED ORDER**

AND NOW this 17 day of Aug, 2001, upon consideration of Plaintiff's Petition for Release of Funds, it is hereby ORDERED AND DIRECTED, that the Office of the Prothonotary immediately release all sums to Russell Real Estate; and it is FURTHER DIRECTED AND ORDERED that the supersedeas shall remain in effect, but that all future rents shall be paid directly to the Office of Belin & Kubista, as attorney for Plaintiff/Petitioner Russell Real Estate.

BY THE COURT

  
Judge

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

RUSSELL REAL ESTATE,

Plaintiff/Petitioner,

v.

DONALD FAIRMAN,

Defendant/Respondent

00-1096-CD

AMENDED ORDER

AND NOW this 17 day of July, 2001, upon consideration of Plaintiff's Petition for Release of Funds, it is hereby ORDERED AND DIRECTED, that the Office of the Prothonotary immediately release all sums to Russell Real Estate; and it is FURTHER DIRECTED AND ORDERED that the supersedeas shall remain in effect, but that all future rents shall be paid directly to the Office of Belin & Kubista, as attorney for Plaintiff/Petitioner Russell Real Estate.

BY THE COURT,

Honorable John K. Reilly, Jr.  
President Judge

CLEARFIELD COUNTY PROTHONOTARY 7-83

ALLEN D. BIETZ  
ESCROW ACCOUNT  
P.O. BOX 549  
CLEARFIELD, PA 16830

1144

60-629/313

PAY  
TO THE  
ORDER OF Kimberly Kubista, Esq.

August 20, 2001

\$ 1,200.00

Twelve Hundred and no/100-----DOLLARS



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

IMMA

FOR 00-1096-CD Per C/O 8/17/01

0031306294: 1 2 26577 211 1144



FILED

OCT 15 2001

W. J. Shaw  
William A. Shaw  
Prothonotary

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.

:  
:  
:  
:  
:  
:  
:

No. 00-1096-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 15 2001**

**William A. Shaw**  
**Prothonotary**

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

RUSSELL REAL ESTATE, :  
Plaintiff/Petitioner, :  
 :  
vs. : No. 00-1096-CD  
 :  
DONALD FAIRMAN, :  
Defendant/Respondent. :

ORDER

NOW, this 17<sup>th</sup> 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 16<sup>th</sup> day  
of November, 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

**FILED**

OCT 19 2001

01103112cc  
William A. Shaw  
Prothonotary

Atty Kubota

BY THE COURT:

Judge

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

RUSSELL REAL ESTATE, :  
Plaintiff/Petitioner, :  
 :  
vs. : No. 00-1096-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.

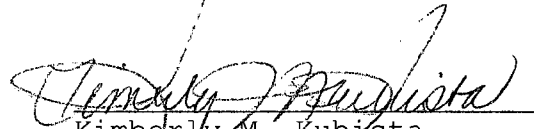
3. That Respondent filed a Notice of Appeal with the Court of Common Pleas, which is presently operating as a supersedeas to the judgment for possession in this case.

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

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

RUSSEL REAL ESTATE,  
Plaintiff

v.

DONALD FAIRMAN,  
Defendant

:  
: 00-1096-CD  
:  
: Type of Pleading: Notice Of  
: Praecipe To Enter Judgment  
: Of Non Pros  
:  
:  
: Filed on Behalf of:  
: Defendant  
:  
: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID #72164  
: 600 East Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: (814) 653-2243

**FILED**

OCT 23 2001

m/225/2cc atty Pothoven

William A. Shaw  
Prothonotary

*Ken*

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

RUSSEL REAL ESTATE,	:	
Plaintiff	:	00-1096-CD
	:	
	:	
v.	:	
	:	
	:	
	:	
DONALD FAIRMAN,	:	
Defendant	:	

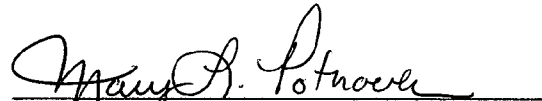
**NOTICE OF PRAECIPE TO ENTER JUDGMENT OF NON PROS**

TO: RUSSELL REAL ESTATE  
OCTOBER 22, 2001

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO FILE A COMPLAINT IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR RIGHT TO SUE THE DEFENDANT AND THEREBY LOSE 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:

KEYSTONE LEGAL SERVICES, INC.  
211 1/2 EAST LOCUST STREET  
CLEARFIELD, PA 16830  
(814) 765-9646

  
Mary L. Pothoven, Esq.  
600 E. Main Street  
PO Box 218  
Reynoldsville, PA 15851

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

RUSSEL REAL ESTATE, :  
Plaintiff/Petitioner: 00-1096-CD :  
 :  
v. : Type of Pleading: Certificate  
 : of Service Of Notice Of  
 : Praecipe to Enter Judgment  
 : Of Non Pros  
 :  
 : Filed on Behalf of:  
 : Defendant/Respondent  
DONALD FAIRMAN, :  
Defendant/Respondent: Counsel of Record for  
 : This Party:  
 : Mary L. Pothoven, Esq.  
 : Supreme Court ID #72164  
 : 600 East Main Street  
 : PO Box 218  
 : Reynoldsville, PA 15851  
 : (814)653-2243

**FILED**

OCT 23 2001

012.2711ccatt, Pothoven  
William A. Shaw  
Prothonotary

*WAS*



RUSSEL REAL ESTATE, :  
                   Plaintiff/Petitioner: 00-1096-CD :  
   : :  
                   v. :  
   : :  
   : :  
   : :  
 DONALD FAIRMAN, :  
                   Defendant/Respondent: :

I, Mary L. Pothoven, Esquire, hereby attest a true copy of the Notice of Praecipe to Enter Judgment of Non Pros was served on Russell Real Estate, by mailing a copy to its attorney, Kimberly M. Kubista, at her address of 15 North Front Street, PO Box 1, Clearfield, PA 16830, on October 22, 2001, by regular mail, postage prepaid.

Date: October 22, 2001

*Mary L. Pothoven*  
Mary L. Pothoven, Esq.,  
Attorney for Plaintiffs

FILED

OCT 19 2001

03/25/2000  
William A. Shaw  
Prothonotary

**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.

:  
:  
:  
:  
:  
:  
:

No. 00-1096-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 19 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.

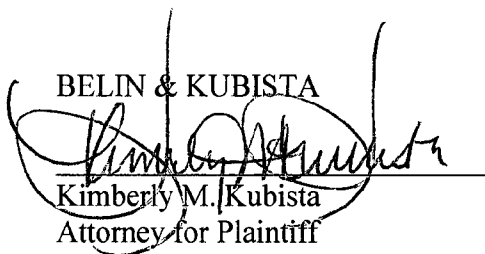
No. 00-1096-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Praeipce to Withdraw  
Pleading and Petition and Order to Terminate Supersedeas in the above captioned matter to the  
following party by first class mail, postage prepaid on the 19th 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

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

RUSSEL REAL ESTATE, :  
Plaintiff/Petitioner: No. 00-1096-CD :  
 :  
v. : Type of Pleading: Certificate  
 : of Service Of Answer To  
 : Plaintiff's Petition To  
 : Terminate Supersedeas  
 :  
 : Filed on Behalf of:  
 : Defendant/Respondent  
DONALD FAIRMAN, :  
Defendant/Respondent: Counsel of Record for  
 : This Party:  
 : Mary L. Pothoven, Esq.  
 : Supreme Court ID #72164  
 : 600 East Main Street  
 : PO Box 218  
 : Reynoldsville, PA 15851  
 : (814) 653-2243

FILED

OCT 26 2001

William A. Shaw  
Prothonotary

by 11-26-11 cc atty Pothoven

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

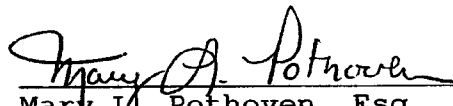
RUSSEL REAL ESTATE, :  
Plaintiff/Petitioner: No. 00-1096-CD :  
v. :  
DONALD FAIRMAN, :  
Defendant/Respondent: :

**CERTIFICATE OF SERVICE**

I, Mary L. Pothoven, Esquire, hereby attest a true copy of the Answer To Plaintiff's Petition To Terminate Supersedeas was served on Russell Real Estate, by mailing a copy to its attorney, Kimberly M. Kubista, at her address of 15 North Front Street, PO Box 1, Clearfield, PA 16830, on Oct. 25, 2001, by regular mail, postage prepaid.

Respectfully submitted:

Date: 10-25-01

  
Mary L. Pothoven, Esq.,  
Attorney for Defendant/  
Respondent

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

RUSSEL REAL ESTATE, :  
Plaintiff/Petitioner: No. 00-1096-CD  
:  
v. : Type of Pleading:  
: Answer To Plaintiff's  
: Petition To Terminate  
: Supersedeas  
:  
: Filed on Behalf of:  
: Defendant  
DONALD FAIRMAN, :  
Defendant/Respondent: Counsel of Record for  
: This Party:  
: Mary L. Pothoven, Esq.  
: Supreme Court ID #72164  
: 600 East Main Street  
: PO Box 218  
: Reynoldsville, PA 15851  
: (814)653-2243

**FILED**

OCT 2 2001

William A. Shaw  
Prothonotary

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

RUSSEL REAL ESTATE, :  
Plaintiff/Petitioner: No. 00-1096-CD :  
v. :  
DONALD FAIRMAN, :  
Defendant/Respondent: :

**ANSWER TO PLAINTIFF'S PETITION TO TERMINATE SUPERSEDEAS**

AND NOW, Donald Fairman, by and through his attorney, Mary L. Pothoven, Esq., responds to Plaintiff's Petition to Terminate Supersedeas as follows:

1. Defendant admits Plaintiff filed a Landlord Tenant Complaint with District Justice Patrick Ford for possession of real property for alleging a failure to pay rent.
2. Plaintiff admits the District Justice entered a judgment in favor of Plaintiff in the amount of \$235.50 and granted possession.
3. Defendant admits he filed an appeal with the Court of Common Pleas. Furthermore, the appeal, as with any appeal of a District Justice decision, acted as a Supersedeas pursuant to Rule No. 1008 of the Civil Procedure for District Justices.
4. Defendant admits and agrees Defendant does not owe Plaintiffs any back rent, however, it is denied Plaintiff is entitled to termination of the Supersedeas at this time.
5. Rule 1008(b) of the Rules of Civil Procedure for District Justices, clearly provides when an appeal is filed from a judgment for the possession of real property, receipt by the District Justice of the copy of the Notice of Appeal shall operate as a Supersedeas. The appellant is required, however, when appealing a judgment for possession to deposit with the Prothonotary a sum of money equal to the lesser of three months' rent or the rent actually in arrears as of the date of filing the appeal. This Defendant did. Furthermore, as required by



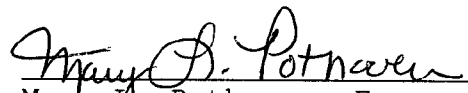
Rule 1008(b), Defendants thereafter made monthly deposits with the Prothonotary a sum equal to the monthly rent. Accordingly, pursuant to Rule 1008(b) Defendant is entitled to and, in fact, it is required the Supersedeas remain in effect.

6. On March 20, 2001, this Court issued an Order pursuant to the Petition of the Plaintiff, a copy of which is attached hereto and incorporated herein by reference. As can be seen from that Petition and Order, Plaintiff acknowledged Defendant had deposited the amount of his monthly rental with the Office of the Prothonotary since the taking of his appeal in September, 2000, to continue the Supersedeas. The Plaintiff/ Petitioner desired to receive these monthly rentals directly. Upon agreement of both parties, the Plaintiff/Petitioner asked the Court to enter an Order wherein the Supersedeas would remain in effect and all future rents would be paid to the office of Belin and Kubista, attorney for Plaintiff/Petitioner.

7. Upon consideration of the Plaintiff/Petitioner's Petition, the Court entered an Order directing the Prothonotary to release the rents then accumulated in the amount of \$900.00 to the Plaintiff and further ordered and directed that the Supersedeas remain in effect, but that all future rents be paid directly to Plaintiff's attorney. Accordingly, Plaintiff cannot now seek to unilaterally change a stipulation and an order of this court. Neither may the Plaintiff/Petitioner contravene the Rules of Civil Procedure for District Magistrates, namely Rule 1008(b).


WHEREFORE, based on the foregoing, Defendant respectfully requests that Plaintiff's Petition for Termination of Supersedeas be denied.

Date: 10/25/01

  
Mary D. Pothoven, Esq.  
Attorney for Defendant

**VERIFICATION**

I, Donald Fairman, verify the facts set forth in the foregoing Answer To Plaintiff's Petition To Terminate Supersedeas are true and correct to the best of my knowledge, information and belief and that I understand that false statements herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authority.

  
Donald Fairman, Defendant/Respondent

*William L. Shaw*  
Prothonotary

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

RUSSELL REAL ESTATE,	)	
	)	
Plaintiff/Petitioner,	)	
	)	
v.	)	00-1096-CD
	)	
DONALD FAIRMAN,	)	
	)	
Defendant/Respondent	)	

**PETITION FOR RELEASE OF FUNDS**

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

1. That Plaintiff/Petitioner Russell Real Estate filed a landlord/tenant complaint with District Justice Patrick N. Ford against Defendant/Respondent Donald Fairman for possession of real property for failure to pay rents.
2. That judgment was entered in favor of Plaintiff/Petitioner on August 28, 2000, in the amount of \$235.50 and possession granted.
2. That Defendant/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.
3. That Defendant/Respondent has been depositing the amount of his monthly rental of \$150.00 with the Office of the Prothonotary since September, 2000, to continue the supersedeas.
4. That the total amount now being held by the Prothonotary is \$900.00.

5. That Plaintiff/Petitioner desires to have the \$900.00 released from the Prothonotary's Office.

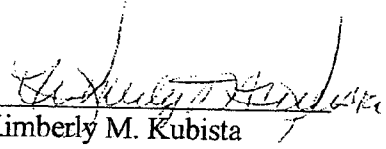
6. That Mary L. Pothoven, attorney for Defendant/Respondent, is agreeable to the release of these funds to Plaintiff/Petitioner.

7. That the supersedeas shall remain in effect, but that future rents be paid directly to the Office of Belin & Kubista, attorney for Plaintiff/Petitioner.

WHEREFORE, Plaintiff/Petitioner respectfully requests that Your Honorable Court enter an Order directing that the Prothonotary release the sum of \$900.00 to Plaintiff/Petitioner, that the supersedeas remain in effect, but that all future rents be paid directly to the Office of Belin & Kubista, as attorney for Plaintiff/Petitioner.

Respectfully submitted,

BELIN & KUBISTA

By:   
Kimberly M. Kubista  
Attorney for Plaintiff/Petitioner  
Russell Real Estate

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

RUSSELL REAL ESTATE,	)	
	)	
Plaintiff/Petitioner,	)	
	)	
v.	)	00-1096-CD
	)	
DONALD FAIRMAN,	)	
	)	
Defendant/Respondent	)	

ORDER

AND NOW this ~~20th~~ <sup>March</sup> day of ~~February~~, 2001, upon consideration of Plaintiff's Petition for Release of Funds, it is hereby ORDERED AND DIRECTED, that the Office of the Prothonotary immediately release to Russell Real Estate the sum of \$900.00; and it is FURTHER DIRECTED AND ORDERED that the supersedeas shall remain in effect, but that all future rents shall be paid directly to the Office of Belin & Kubista, as attorney for Plaintiff/Petitioner Russell Real Estate.

BY THE COURT

/s/JOHN K. REILLY, JR.

Judge

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

MAR 20 2001

Attest.

*William L. Hane*  
Prothonotary

FILED

OCT 26 2001

17124136  
William A. Shaw  
Prothonotary  
cc atty for house

FILED 2cc  
93:4064  
OCT 26 2001  
Atty Kubista

William A. Shaw  
Prothonotary

**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

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

00-1096-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**  
OCT 26 2001  
William A. Shaw  
Prothonotary

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

RUSSELL REAL ESTATE,	)	
	)	
Plaintiff	)	
	)	
v.	)	00-1096-CD
	)	
DONALD FAIRMAN,	)	
	)	
Defendant	)	

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Pleading 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 Pleading 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's Office  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-8972

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

RUSSELL REAL ESTATE,	)	
	)	
Plaintiff	)	
	)	
v.	)	00-1096-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 on August 18, 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. That judgment was entered in favor of Plaintiff in the amount of

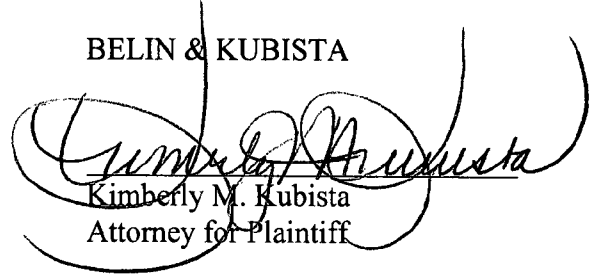
\$235.50 on August 28, 2000, and possession granted to Plaintiff.

7. That Defendant filed a Notice of Appeal with the Court of Common Pleas on September 7, 2000, operating as a supersedeas to the judgment for possession.

8. That Plaintiff desires possession of the trailer lot which he rents from Plaintiff due to breach of the lease.

WHEREFORE, Plaintiff requests Your Honorable Court to enter judgment in favor of Plaintiff for possession of the trailer lot and for such other relief as the Court deems appropriate.

BELIN & KUBISTA

A large, stylized handwritten signature in black ink, appearing to read "Kimberly M. Kubista", is written over the printed name and title.

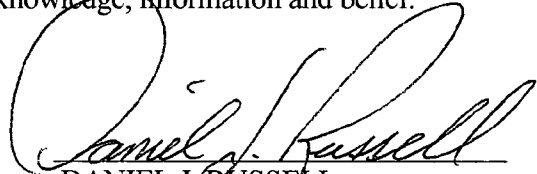
Kimberly M. Kubista  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA:


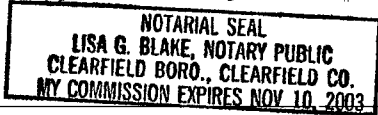
COUNTY OF CLEARFIELD

: SS  
:

Before me, the undersigned Officer, personally appeared DANIEL J. RUSSELL, 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 25<sup>th</sup> day of October, 2001.

RD # 4  
Box 204

Marked 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

Landlord: Real Estate F.G. 96 Curwensville, PA 16833 office-236-3871  
Home-236-0483

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

X Donald P. Harrison S.S. 183-56-7342 D.O.B. 4/22/61  
X John Harrison S.S. 204-48-0584 D.O.B. 11/7/62  
X Donald Harrison D.O.B. 4/17/67

### 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 (1<sup>st</sup>) 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 1<sup>st</sup> 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. 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.

**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 <sup>x</sup> 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 *Nice Fairman*

FILED

NOV 13 2001

09:54/10:00

THOMAS A. SHAW

PROBATIONARY

*[Signature]*

**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. 00-1096-CD

PRAECIPE TO WITHDRAW  
PLEADINGS

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**

NOV 13 2001

William A. Shaw  
Prothonotary

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

RUSSELL REAL ESTATE,  
Plaintiff/Petitioner

vs.

No. 00-1096-CD

DONALD FAIRMAN,  
Defendant/Respondent

PRAECIPE TO WITHDRAW PLEADING

TO THE PROTHONOTARY:

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

BELIN & KUBISTA



Kimberly M. Kubista  
Attorney for Plaintiff/Petitioner

Date: 11-13-01

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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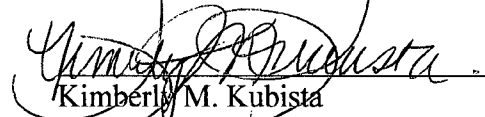
No. 00-1096-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Praeceptum to Withdraw  
Pleadings in the above captioned matter to the following party by first class mail, postage  
prepaid on the 13th day of November, 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



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. Shaw  
Prothonotary, Clerk of Courts

RE: 00-1096-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

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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: 00-1096-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,

  
David S. Meholick  
Court Administrator

## District Justice Appeal

Date		Judge
11/1/2000	New Case Filed. Transferred from Docket Book	No Judge
	Deposited \$150.00. Total Deposit \$450.00 in Escrow Account	No Judge
11/29/2000	Deposited \$150.00. Total Deposit \$600.00 in Escrow Account.	No Judge
12/26/2000	Deposited \$150.00. Total Deposit \$750.00 in Escrow Account.	No Judge
1/24/2001	Deposited \$150.00. Total Deposit \$900.00 in Escrow Account	No Judge
2/23/2001	Deposited \$150.00. Total Deposit \$1,050.00 in Escrow Account	No Judge
3/20/2001	Petition For Release of Funds. filed by s/Kimberly M. Kubista, Esq. 2 cc atty Kubista	No Judge
	ORDER, AND NOW, this 20th day of March, 2001, re: Prothonotary to release \$900.00 to Russell Real Estate. by the Court, s/JKR,JR., P.J. 2 cc atty Kubista	No Judge
3/22/2001	Deposited \$150.00. Total Deposit \$1,200.00 in Escrow Account	No Judge
8/17/2001	AMENDED ORDER, AND NOW, this 17th day of Aug. 2001, re: Office of the Prothonotary immediately release all sums to Russell Real Estate; and it is FURTHER DIRECTED AND ORDERED that the supersedeas shall remain in effect, but that all future rents shall be paid directly to the Office of Belin & Kubista, as attorney for Plaintiff/Petitioner Russell Real Estate. by the Court, s/JKR,JR.,P.J. 2 cc atty Kubista	No Judge
8/20/2001	Paid \$1,200.00 to Atty. Kubista Re: Amended Court Order dated 8/17/01 Ck#1144	No Judge
10/15/2001	Petition to Terminate Supersedeas, filed by Kimberly M. Kubista Two CC Attorney Kubista	No Judge
10/19/2001	ORDER, NOW, this 17th day of October 2001, a Rule is issued upon Respondent, returnable the 6th day of Nov., 2001, for filing Written Response. by the Court, s/JKR,JR.,P.J. 2 cc Atty Kubista	John K. Reilly Jr.
10/23/2001	Notice of Praecipe to Enter Judgment of Non Pros. Filed by s/Mary L. Pothoven, Esq. 2 cc Atty Pothoven	John K. Reilly Jr.
	Certificate of Service of Notice of Praecipe to Enter Judgment of Non Pros. Filed by s/ Mary L. Pothoven, Esq. 1 cc Atty Pothoven	John K. Reilly Jr.
10/29/2001	Answer to Plff's Petition to Terminate Supersedeas, AND NOW, Donald Fairman, by and through his atty, Mary L. Pothoven, Esq., responds to Plff's Petition to Terminate Supersedeas by Atty Pothoven, Esq. 3 cc to Atty: Pothoven	John K. Reilly Jr.
	Certificate of Service Of Answer to Plaintiff's Petition to Terminate Supersedeas filed on behalf of Defendant/Respondent by Atty Pothoven 1cc to Atty: Pothoven	John K. Reilly Jr.
	COMPLAINT, NOW COMES the Plff, Russell Real Estate by and through its attorneys, Belin & Kubista, and sets forth the following Complaint, and in support thereof would aver. by Atty: Kubista (Plff atty) 2cc Atty: Kubista	John K. Reilly Jr.
11/13/2001	Praecipe to Withdraw Petition to Terminate Supersedeas and Complaint filed on behalf of the Plaintiff/Petitioner. s/Kimberly M. Kubista, Esq. Cert of Svc no cc	John K. Reilly Jr.



Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Russell Real Estate

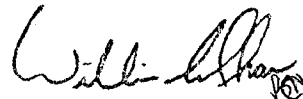
Vs.

00-1096-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



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William A. Shaw  
Prothonotary

FILED

JAN 21 2005

William A. Shaw  
Prothonotary, Clerk of Courts