

00-1126-CD
Kenneth Bowman vs A. Delisle

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AMMERMAN & MARSHALL
Attorneys at Law
310 EAST CHERRY STREET
CLEARFIELD, PA 16830

CERTIFIED COPY

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

(62) KENNETH B. BOWMAN and
(82) CLARENCE B. BOWMAN and
(82) REGENA M. BOWMAN, husband
and wife,

Plaintiffs

v.

(11) ALLEN R. DELISLE, (81) ROBERT
(39) MISHLER, ERNIE BAICH and
(84) RICHARD J. GRAHAM,

Defendants

No. 00 - 1126 - CD

Type of Case:
Action to Quiet Title

Type of Pleading:
Complaint

Filed on behalf of:
Plaintiffs

Michael S. Marshall, Esquire
AMMERMAN & MARSHALL
310 East Cherry Street
Clearfield, PA 16830

(814) 765-1701

Supreme Court No. 64087

FILED

SEP 12 2000

William A. Shaw
Prothonotary

Michael S. Marshall, Esquire
Attorney for Plaintiff

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

KENNETH B. BOWMAN and
CLARENCE B. BOWMAN and
REGENA M. BOWMAN, husband
and wife,

Plaintiffs

v.

ALLEN R. DELISLE, ROBERT
MISHLER, ERNIE BAICH and
RICHARD J. GRAHAM,

Defendants

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No. 00 - - CD

ACTION TO QUIET TITLE

COMPLAINT

NOW COME the Plaintiffs, Kenneth B. Bowman and Clarence B. Bowman and Regena M. Bowman, husband and wife, by and through their attorneys, Ammerman & Marshall, and file this complaint in an action to quiet title against the above-named defendants upon a cause of action whereof the following is a statement:

1. The Plaintiffs are Kenneth B. Bowman of 403 St. Johns Circle, Phoenixville Pennsylvania, and Clarence B. Bowman and Regena M. Bowman, husband and wife, of 68 Brennan Drive, Bryn Mawr, Pennsylvania.

2. The Defendants are Allen R. Delisle of 509 Sheridan Drive, Clearfield, Pennsylvania, Robert Mishler of 114 South Fourth Street, Clearfield, Pennsylvania, Ernie Baich of 123 East 24th Street, Paterson, New Jersey, and Richard J. Graham of 1608 South Fifth Street, Chesterton, Indiana.

COUNT I - PLAINTIFF KENNETH BOWMAN

3. As hereafter set forth, Defendants Allen R. Delisle, Robert Mishler, Ernie Baich and Richard J. Graham are the record owners of a certain parcel of real property situated in Girard Township, Clearfield County, Pennsylvania, consisting of 21.5023 acres and being identified as Clearfield County Tax Map Number 114-P6-25, as shown on the tax assessment map attached hereto as Exhibit "A".

4. As hereafter set forth, Plaintiff Kenneth B. Bowman is the lawful owner in possession of a certain parcel of real property situated in Girard Township, Clearfield County, Pennsylvania, consisting of approximately 138 acres and being identified as Clearfield County Tax Map Number 114-P6-8, as shown on Exhibit "A".

5. By deed dated October 20, 1992, and recorded in Deed Book 1492 at Page 192, Adelle L. Heichel, widow, the then owner of the parcel of real property identified as Number 114-P6-8, conveyed a portion of said parcel, that being the premises described in paragraph 3 above, to Allen R. Delisle, Dennis W. Delisle, Robert Mishler, Ernie Baich and Richard J. Graham. A copy of said deed is attached hereto as Exhibit "B".

6. By deed dated April 6, 1993, and recorded in Deed Book 1525 at Page 108, Adelle L. Heichel, widow, conveyed the residue of parcel number 114-P6-8, that being the premises described in paragraph 4 above (hereafter the "Kenneth Bowman property") to Plaintiff Kenneth B. Bowman. A copy of said deed is attached hereto as Exhibit "C".

7. By deed dated June 28, 1994, and recorded in Deed Book 1617 at Page 506, Dennis W. Delisle, widower, conveyed all of his right, title and interest in and to the premises described in paragraph 3 above (hereafter "Defendants' property") to Defendants

Allen R. Delisle, Robert Mishler, Ernie Baich and Richard J. Graham. A copy of said deed is attached hereto as Exhibit "D".

8. To the best of Plaintiffs' knowledge and belief, Township Road 644 (T-644) extends onto Defendants' property and ends at the boundary of the southern line of the Kenneth Bowman property and northern line of Defendants' property near the western boundary of both properties. The approximate location of T-644 is shown on Exhibit "A".

9. At the time of the conveyance from Addelle Heichel to Defendants in 1992, there existed an unimproved road, extending from the terminus of T-644 through the property then owned by Addelle Heichel and beyond. For many years prior to 1992, Plaintiff Kenneth Bowman's predecessors in title, and other adjoining property owners, enjoyed the continuous and uninterrupted use of said road for access to T-644 from the southern portion of the Kenneth Bowman property and adjoining parcels. The approximate location of said road is shown on Exhibit "A".

10. From the time of the conveyance from Adelle Heichel to Defendants in 1992, until sometime in 1995, Plaintiff Kenneth Bowman, his predecessors in title, and other adjoining property owners continued to enjoy the uninterrupted use of said road for access to T-644, including the use of the entire portion of said road which passes through Defendants' property.

11. In 1993 Defendants erected a gate, secured by a lock, upon their property near the terminus of T-644. Both Plaintiffs and Defendants possessed keys to said lock and could obtain passage through said gate at their pleasure. Sometime in 1995, Defendants, or one or more of them, changed the locks on said gate and have since that

time prevented Plaintiffs and others from using said road. The approximate location of said gate is shown on Exhibit "A".

12. The use of the entire portion of said road which passes through Defendants' property is necessary for the convenient and beneficial enjoyment of the property retained by Addelle Heichel in 1992, and now owned by Kenneth Bowman.

13. An easement over the road upon Defendants' property (as shown on Exhibit "A"), appurtenant to and for the benefit of the property now owned by Kenneth Bowman, was reserved by implication from the conveyance from Addelle Heichel to Defendants in 1992 and Defendants have wrongfully prevented Plaintiff Kenneth Bowman from using said road.

14. Without an easement over Defendants' property as set forth above, the property retained by Addelle Heichel in 1992, and now owned by Plaintiff Kenneth Bowman, cannot be used without disproportionate effort and expense.

15. An implied easement of necessity over the road upon Defendants' property, appurtenant to and for the benefit of the property now owned by Kenneth Bowman, was reserved from the conveyance from Addelle Heichel to Defendants in 1992.

COUNT II - PLAINTIFFS CLARENCE & REGENA BOWMAN

16. The averments of paragraphs 1 through 15 of this Complaint are incorporated by reference as though fully set forth herein.

17. By virtue of deed dated April 28, 2000, and recorded at Instrument Number 200009309, Plaintiffs Clarence and Regena Bowman are the owners in lawful possession of a certain parcel of real property situated in Girard Township, Clearfield County, Pennsylvania, consisting of approximately 91 acres and being identified as

Clearfield County Tax Map Number 114-P6-10, as shown on Exhibit "A". (Hereafter the "Clarence Bowman property") A copy of said deed is attached hereto as Exhibit "E".

18. Plaintiffs Clarence and Regena Bowman, through their predecessors in title, have had adverse, open, continuous, notorious and uninterrupted use of the road described above, from the terminus of T-644 to the western boundary of the Clarence Bowman property, including that portion of the roadway passing over Defendants' property, for a period of time well in excess of twenty-one (21) years.

19. Plaintiffs Clarence and Regena Bowman have, through their predecessors in title, acquired a prescriptive easement over Defendants' property, and Defendants have wrongfully prevented Clarence and Regena Bowman from using said road, thereby denying them access to their property.

20. By virtue of a deed from William V. Keating, Executor of the estate of John Keating, dated January 25, 1869, and recorded in Deed Book 2 at Page 612, Augustus Beausigneur and Nicholas Bousselot acquired ownership of a parcel of real property which included all of the land now occupied by the Kenneth Bowman property, the Clarence Bowman property and Defendants' property. A copy of said deed is attached hereto as Exhibit "F".

21. By deed dated April 15, 1871, and recorded in Deed Book 1 at Page 3, Augustus Beausigneur, and his wife, and Nicholas Bousselot, and his wife, conveyed a portion of the property acquired from the John Keating estate to Bernard McGovern, who is the predecessor in title to both Plaintiff Kenneth Bowman and Defendants. A copy of said deed is attached hereto as Exhibit "G".

22. By deed dated May 5, 1873, and recorded in deed book 4 at Page 297, Nicholas Bousselot and his wife conveyed their interest in the portion of the premises reserved from the conveyance to Bernard McGovern in 1871, to Augustus Beausigneur, Plaintiff Clarence & Regena Bowman's predecessor in title. A copy of said deed is attached hereto as Exhibit "H".

23. The Clarence Bowman property has no access to a public roadway, except access to T-644 by way of the road described above, including that portion of said road which passes through Defendants property.

24. An implied easement of necessity over the land conveyed to Bernard McGovern, and now owned by Defendants, appurtenant to and for the benefit of the land retained by Beausigneur and Bousselot, and now owned by Plaintiffs Clarence and Regena Bowman, was reserved from said conveyance to Bernard McGovern, and defendants have wrongfully prevented Clarence and Regena Bowman from using said easement, thereby denying them access to their property.

25. The purpose of this action is to establish Plaintiffs' ownership interest in, and right to use, the easement as herein set forth, to establish that Plaintiffs have the legal right to travel upon Defendants' property to gain access to Plaintiffs' property, and to clear and resolve for all time on the record the same.

26. It is alleged that Defendants have no lawful right to prohibit Plaintiffs from traveling over and through Defendants' land in order to gain access to Plaintiffs' adjoining property.

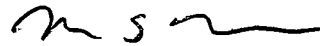
WHEREFORE, Plaintiffs bring this action to quiet title and ask the Court to decree as follows:

- A. That the Plaintiffs are seized of an indefeasible right and title to an easement across Defendants' land as set forth in Plaintiffs' complaint;
- B. That a judgment be entered forever barring the Defendants or any person claiming through them from preventing Plaintiffs' use of the easement described in Plaintiffs' complaint;
- C. Such other and further relief as the Court may deem proper.

Respectfully submitted,

AMMERMAN & MARSHALL

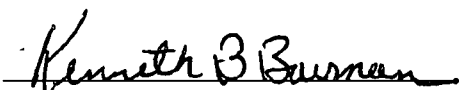
By



Michael S. Marshall, Esquire
Attorney for Plaintiffs

VERIFICATION


I, Kenneth B. Bowman, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsifications to authorities.


Kenneth B. Bowman

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VERIFICATION

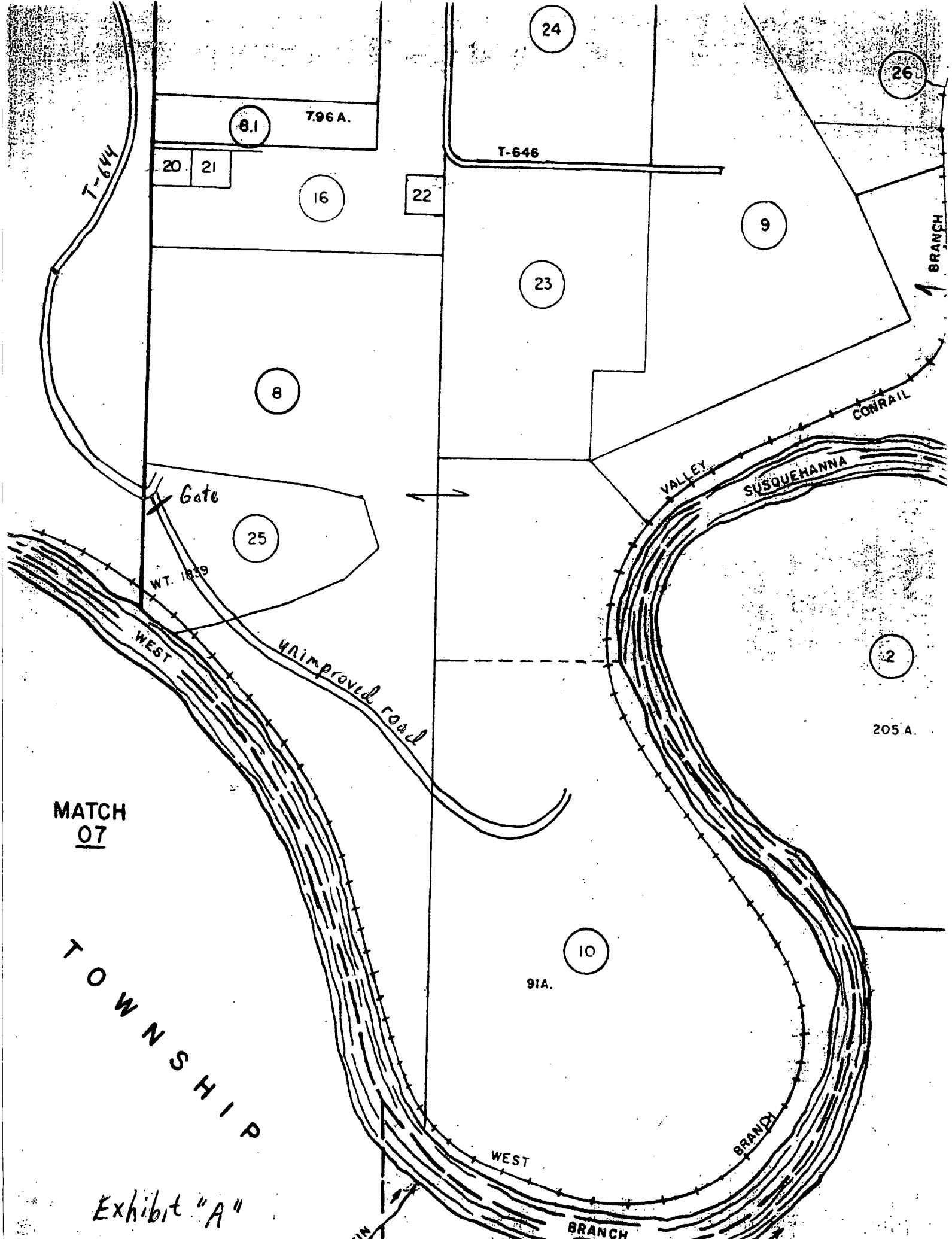
I, Clarence B. Bowman, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsifications to authorities.


Clarence B. Bowman

VERIFICATION

I, Regena M. Bowman, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsifications to authorities.


Regena M. Bowman



24

26

8.1

7.96 A.

T-646

20 21

16

22

9

23

8

Gate

25

WT. 1839

WEST

UNimproved road

VALLEY

SUSQUEHANNA

CONRAIL

1 BRANCH

2

205 A.

10

91A.

WEST

BRANCH

BRANCH

RUN

MATCH
07

TOWNSHIP

Exhibit "A"

This Deed,

MADE the 20th day of October,
in the year nineteen hundred and ninety-two (1992).

BETWEEN ADELLE L. HEICHEL, widow, of HC Box 2, Pottersdale, PA
16871, Grantor and Party of the First Part,

AND

ALLEN R. DeLISLE, of 509 Sheridan Drive, Clearfield, PA 16830; DENNIS
W. DeLISLE, of 424 W. Front St., Clearfield, PA 16830; ROBERT MISHLER,
of 114 S. 4th Street, Clearfield, PA 16830; ERNIE BAICH, of 123 E.
24th St., #6, Paterson, NJ 07514; and RICHARD J. GRAHAM, of 1608
S. Fifth Street, Chesterton, Indiana 46304, as Tenants in Common,
and not as Joint Tenants with Rights of Survivorship, Grantees and
Parties of the Second Part,

WITNESSETH, That in consideration of

Two thousand and 00/100 (\$2,000.00) * * * * * Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor do es hereby grant
and convey to the said grantee s,

ALL that certain piece or parcel of land situated in the Township
of Girard, Clearfield County and State of Pennsylvania, bounded and
described as follows:

BEGINNING at an iron pin located on the North side of the Susquehanna
River. Said point is also the Southeast corner of, now or formerly
Paul Smith; thence along lands of, now or formerly, Paul Smith,
North four degrees East (N 4° E) eight hundred fourteen and seventy-
seven hundredths feet (814.77) to an iron pin; thence along other
lands of Grantor, South eighty-one degrees, twenty-five minutes,
fifteen seconds East (S 81° 25' 15" E) nine hundred twenty-three
and twenty-eight hundredths feet (923.28) to an iron pin; thence
still along other lands of Grantor, South seventy-five degrees,
forty-five minutes, forty-five seconds East (S 75° 45' 45" E),
three hundred eighty-eight and ninety-four hundredths feet (388.94)
to an iron rail; thence still along other lands of Grantor, South
fifteen degrees, five minutes, fifty seconds East (S 15° 05' 50" E)
two hundred eighty-three and two hundredths feet (283.02) to an
iron pipe; thence still along other lands of Grantor, South fifty-
four degrees, fifty-eight minutes, fifty-five seconds West (S 54°
58' 55" W) two hundred seventy-five and sixty-two hundredths feet
(275.62) to an iron pin; thence still along other lands of Grantor,
South seventy-one degrees, forty-seven minutes, five seconds West
(S 71° 47' 05" W) three hundred fifty-seven and ninety-nine
hundredths feet (357.99) to an iron pin; thence still along other
lands of Grantor, South seventy-three degrees, fifty-two minutes,
five seconds West (S 73° 52' 05" W) two hundred seventy-three and
one tenth feet (273.1) to an iron pin; thence still along other
lands of Grantor, south seventy-six degrees, fifteen minutes,
fifteen seconds West (S 76° 15' 15" W) one hundred fifty-three and
ninety-one hundredths feet (153.91) to an iron pin; thence still
along other lands of Grantor, South seventy-eight degrees, twenty-
eight minutes, ten seconds West (S 78° 28' 10" W) two hundred
sixty-six and three tenths feet (266.3) to an iron pin located on
the North side of the Susquehanna River; thence along the Susquehanna
River North fifty-four degrees, thirty-two minutes, fifteen seconds
West (N 54° 32' 15" W) two hundred twenty-three and thirty-eight
hundredths feet (223.38) to an iron pin and place of beginning.
CONTAINING 21.5023 acres as shown on the attached survey map of
Shirokey Surveys dated September 11, 1992.

Accepted 1528-344 1-8-93

Exhibit "B"

EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds in the chain of title.

BEING a part of the premises conveyed to Daniel McGovern by deed dated September 17, 1884 and recorded in Clfd. Co. Deed Book 34, page 364. The said Daniel McGovern having died January 23, 1917 and his wife, Fannie McGovern having died April 29, 1923 and at that point vesting title in the property in their children: Matthew McGovern, Herman McGovern, Anthony McGovern, Andrew Blair McGovern and Ada (McGovern) McGonigal. Anthony McGovern quit-claimed his 1/5 interest to his brother, Andrew Blair McGovern by 1927 deed, recorded in Clfd. Co. Deed Book 297, page 598. Matthew McGovern died August 1, 1957 and by his Will found in Clfd. Co. Will Book 9, page 254, he devised his interest in the property to his brother, Anthony McGovern. Andrew Blair McGovern died February 2, 1967 and by his Will in Clfd. Co. Will Book 14, page 697, he devised his interest in the property to his brother, Anthony McGovern for life with the remainder to his nephew, Thomas McGovern if he survived Andrew and if not, the remainder to his brother, Herman McGovern. Ada (McGovern) McGonigal conveys her 1/5 interest to her daughter, Carolyn McGonigal by deed dated April 6, 1972 recorded in Clfd. Co. Deed Book 592, page 111. Carolyn McGonigal conveyed her 1/5 interest in the property to Anthony McGovern by deed dated January 27, 1983 and recorded in Clfd. Co. Deeds and Records Bk. 873, page 482, and further by correctional deed dated March 20, 1992 and recorded in Clfd. Co. Deeds and Records Book 1450, page 104 to Adelle L. Heichel. Herman E. McGovern died January 30, 1980 and by his Will in Will Book 38, page 502, he devised his interest in the property to his wife, Betty McGovern. Betty McGovern conveyed her 1/5 interest of her husband, Herman McGovern, to Anthony McGovern by deed dated December 9, 1991 and recorded in Clfd. Co. Deeds and Records Book 1433, page 219. At this time, Anthony McGovern owned the 1/5 interest of Herman McGovern; the 1/5 interest he inherited from Matthew McGovern and the 1/5 interest conveyed to him by Carolyn McGonigal for a total of 3/5 interest. Anthony McGovern died February 12, 1992 and by his Will, he devised all his real property to Adelle L. Heichel. Adelle L. Heichel acquired the remaining 2/5 interest in the property from Betty McGovern, widow of Herman McGovern, by deed dated September 17, 1992 and recorded in Clfd. Co. Deeds and Records Book 1485, page 506 which would be the 2/5 interest as the remainder interest in the Estate of Andrew Blair McGovern since Thomas McGovern predeceased Herman McGovern.

NOTICE

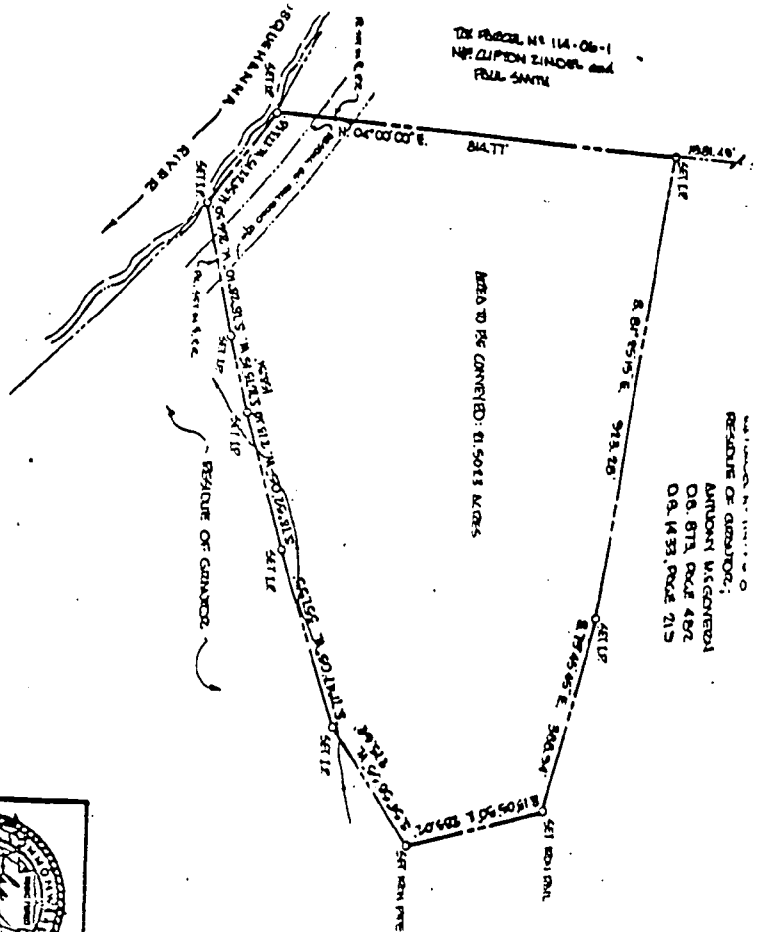
In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Allen R. DeLisle
Allen R. DeLisle

This 22nd day of October 1992

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)



SURVEYED BY:
MICHAEL S. BROWN
MICHAEL S. BROWN & ASSOCIATES
BOX 217 P.O. #1
HARRISBURG, PA. 17109
PHONE: 610-761-1111

EXAMINED BY:
PENNSYLVANIA DEPT. OF REVENUE
HARRISBURG, PA. 17103
PHONE: 717-787-4444

DATE: 4/87
SCALE: 1" = 100'
CERTIFIED:

MAP
SHOWING PARCEL OF LAND
OWNED BY
ANTHONY MCGOVERN
TO BE CONVEYED TO
**ALLEN R. DELISLE, DENNIS W. DELISLE, ROSE
EUGEN BAREICH and RICHARD J. GREGG**
CLEARFIELD COUNTY, CLEARFIELD O
PENNSYLVANIA

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

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

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal, the day and year first above-written.

Sealed and delivered in the presence of

.....

Adelle L. Heichel
 Adelle L. Heichel

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee herein is as follows:
 509 Sheridan Drive
 Clearfield, PA 16830

J. L. Lehman
 J. L. Lehman
 N.T.S.

Attorney or Agent for Grantor

Commonwealth of Pennsylvania

County of Clearfield } SS:

On this, the 22ND day of October 19 , before me
 the undersigned officer, personally appeared Adelle L. Heichel,
 known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
 instrument, and acknowledged that she executed the same for the purpose therein
 contained.

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

David K. Kulek

My Commission Expires

Notary Public
 Grand Jurisdiction, Notary Public
 Houtchek Boro, Clearfield County
 My Commission Expires June 8, 1995

Commonwealth of Pennsylvania

County of } SS:

On this, the day of 19 , before me
 the undersigned officer, personally appeared
 known to me (or satisfactorily proven) to be the person whose name subscribed to the within
 instrument, and acknowledged that executed the same for the purpose therein
 contained.

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

My Commission Expires

State of

County of

On this, the _____ day of _____
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

State of

County of

On this, the _____ day of _____

the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

State of Pa. 10.00
City of Phila. 10.00
Clearfield Co. 10.00



WARRANTY DEED - Published and Sold by
The Phoenix Co., Williamsport, Pa. 1

ADELLE L. HEICHEL, widow

to

ALLEN R. DELISLE, et al.

Dated October 20, 1992

For Premises located in

Girard Township, Clearfield

County, PA

Consideration \$2,000.00

Recorded

Entered for Record in the Recorder's

Office of

County, the _____ day of _____

Tax, \$ _____

Fees, \$ _____

Recorder

LEHMAN & KASUBICK

ATTORNEYS AT LAW
230 N. 15th STREET
PHILADELPHIA, PA 19103
(215) 342-1300 (215) 378-7840

Commonwealth of Pennsylvania

CLEARFIELD COUNTY

ENTERED OF RECORD

TIME 10:31 AM, 10-23-92

BY Karen L. Starck, Recorder

FEES 16.50

Karen L. Starck, Recorder

County of

RECORDED in the Office for Recording of Deeds, etc., in and for said County, in Deed

Book No.

Page

WITNESS my Hand and Official Seal this

day of

19

CLEARFIELD AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT \$ 20.00

PAID 10-23-92 KAREN L. STARCK

219 4-1-91

Recorder of Deeds

Entered of Record 10-23-1992 10:31 AM Karen L. Starck, Recorder

THIS DEED

MADE the 6th day of April in the year nineteen hundred and ninety-three (1993).

BETWEEN ADELLE L. HEICHEL, a/k/a ADELLE HEICHEL, a/k/a ADELLE McGOVERN HEICHEL, widow, of HC Box 2, Pottersdale, Clearfield County, Pennsylvania 16871, party of the first part, hereinafter referred to as the "GRANTOR;"

-AND-

KENNETH B. BOWMAN, single, of 37 Decatur Road, Havertown, Pennsylvania 19083, party of the second part, hereinafter referred to as the "GRANTEE."

WITNESSETH, that in consideration of the sum of Forty-Five Thousand (\$45,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, his heirs, executors, administrators, and assigns forever.

ALL of my right, title, interest, claims, and choses in action, of whatsoever nature, in and to that certain parcel or tract of land situate in Girard Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BOUNDED on the North by land now or formerly of Donna Jean Branoff, Leona R. Davis, and Keith Beauseigneur; BOUNDED on the West by land of Paul G. Smith (formerly of Jules Derminer) and now or formerly of Conrail (formerly New York Central Railroad); BOUNDED on the South by land now or formerly of said Conrail and land of Maxwell Smith; and BOUNDED on the East by land of Maxwell Smith, land now or formerly of the said Conrail, and land now or formerly of Janice M. Zimmerman and the said Leona R. Davis. Being known formerly as the Daniel McGovern Estate and/or Daniel McGovern Heirs.

The above described property is presently assessed on the tax assessment records of Clearfield County as 138.53 acres and is mapped as Parcel No. 114-P6-8. A photocopy of said tax map indicating the subject property is attached hereto and incorporated herein by reference.

Said property has been previously designated or described by prior deeds and documents in the chain of title, in whole or in part, as follows:

THE FIRST THEREOF: BEGINNING at a post and stones, corner of land Henry Martell; thence by said land North eighty-five degrees and eight minutes West, fifty-one and four-tenths (51.4)

Exhibit "C"

perches to a stone corner; thence by land of Daniel McGovern South five degrees and eight minutes West, one hundred and forty and six-tenths (140.6) perches to a post and stone corner; thence by land of Frank Smith South eighty-five degrees and thirty minutes East, sixty (60) perches to a post and stone corner; thence by same North forty-five degrees East twenty-nine and three-tenths (29.3) perches to the right of way of the New York Central Railroad; thence by the right of way of said railroad in a northerly direction one hundred and ten (110) perches, more or less, to a post; thence by residue of land of Frank Smith North forty-five degrees West twenty-seven (27) perches, more or less, to the place of beginning. Containing forty-nine acres and five perches, more or less.

Being known as the "Abel Martell Place" and being the same premises which Mary V. Coulter by deed dated January 10, 1910 and recorded in the Recorder of Deeds Office of Clearfield County, Pennsylvania in Deed Book Volume 177, page 154, granted and conveyed unto Daniel McGovern.

THE SECOND THEREOF: BEGINNING at stones by maple on the northeast side of the Susquehanna River; thence North four degrees East two hundred and nine and six-tenths perches to stones corner of other land of grantors; thence by same North eighty-six degrees West one hundred and four perches West to stones; thence South four degrees West one hundred and eighteen and six-tenths perches to stone on the bank of said river; and thence down the same by the several courses and distances thereof to stones by Maple and place of beginning. Containing one hundred and thirteen acres and ninety perches and allowances, more or less. Being part of Warrant 1889.

Being commonly known as the "Daniel McGovern Homestead" and being the same premises which Bernard McGovern and Susan McGovern, his wife, by deed dated September 17, 1884 and recorded in the Recorder of Deeds Office of Clearfield County, Pennsylvania in Deed Book Volume 34, page 364, granted and conveyed unto Daniel McGovern.

THE THIRD THEREOF: ALL that tract of land known as the McGovern Heirs 50 acres, and BOUNDED on the North by land now or formerly of William Bell; BOUNDED on the East by land now or formerly of Henry Beauseigneur; BOUNDED on the South by land now or formerly of Daniel McGovern or Daniel McGovern Estate; and BOUNDED on the West by land now or formerly of Hector Rougeux. Believed to contain 50 acres, more or less, and commonly known as the McGovern Heirs land.

EXCEPTING and RESERVING the following property previously conveyed:

1. That certain parcel stated as 8.3 acres, more or less, which Daniel McGovern by deed dated February 7, 1902 and recorded in Clearfield County Deed Book Volume 122, page 215, granted to the Beech Creek Extension Railroad Company;
2. All that parcel stated as 7.96 acres, more or less, conveyed to William A. Baney et ux by deed dated May 1970 and recorded in Clearfield County in Deed Book Volume 562, page 267;
3. An interest in coal, stated as a 3/5 interest in 198 acres, conveyed to Mrs. William Paul (Helen Paul) by Anthony E. McGovern by deed dated June 12, 1974 and recorded in Clearfield County in Deed Book Volume 685, page 237;
4. ALL that certain parcel stated as 37 acres as conveyed to Carolyn McGonigal by deed dated June 25, 1980 and recorded in Clearfield County Deed Book Volume 798, page 488;
5. ALL that certain parcel stated as 21.5 acres conveyed to Allen R. DeLisle et al by deed dated October 20, 1992 and recorded in Clearfield County Deeds and Records Book 1492, page 192;
6. ALL other Exceptions and Reservations as are contained of record in the chain of title to the above property.

BEING the residue of the same premises which vested in Daniel McGovern during his lifetime and the said Daniel McGovern, a married man, being duly seized thereof at the time of his death, died intestate January 23, 1917 a resident of Girard Township, Clearfield County, Pennsylvania survived by the following intestate heirs under the laws of the Commonwealth of Pennsylvania, specifically his wife, Fannie M. McGovern, with whom he resided at the time of his death; and five children, Herman McGovern, Matthew McGovern, Andrew Blair McGovern a/k/a Blair McGovern, and Anthony E. McGovern a/k/a Tony McGovern, and Ada McGovern. The said Fannie M. McGovern, died April 29, 1923, a widow, intestate, never having remarried and being survived as her intestate heirs under the law, by all of her children, specifically the aforesaid Herman McGovern, Matthew McGovern, Andrew Blair McGovern, and Anthony E. McGovern, and Ada McGovern. By virtue of the death of their parents, Daniel and Fannie M. McGovern, title to the above described property vested in their five children equally, with each child holding an undivided 1/5 interest in the same.

The aforesaid Anthony E. McGovern, a single person, by deed

dated August 15, 1927 and recorded in Clearfield County Deed Book Volume 297, page 598, conveyed his interest in the said property to his brother, Blair McGovern a/k/a Andrew Blair McGovern. The aforesaid Matthew McGovern, a single person who never married, died testate August 1, 1957 a resident of Clearfield County, Pennsylvania and by Will filed in the Register of Wills Office of Clearfield County, Pennsylvania in Will Book 9, page 254, devised his entire estate to his brother, Anthony McGovern, who survived him. The aforesaid Andrew Blair McGovern a/k/a Blair McGovern, a single person never having married, died testate on February 2, 1967 a resident of Clearfield County, Pennsylvania and by his Will filed in the Register of Wills Office of Clearfield County, Pennsylvania in Will Book 14, page 697, devised his interest in the above described property to his brother, Anthony McGovern, for life and upon the death of the said Anthony McGovern, devised the same to his nephew, Thomas McGovern, if he survived Andrew Blair McGovern, otherwise, he devised the same to his brother, Herman McGovern. The said Thomas McGovern, nephew of Andrew Blair McGovern, predeceased Andrew Blair McGovern and therefore, the remainder interest in the above described property of which the said Andrew Blair McGovern died seized vested in his brother, Herman McGovern who survived him. (The said Thomas McGovern, nephew, died prior to February 2, 1967 in an accident). The aforesaid Herman McGovern a/k/a Herman E. McGovern died testate January 30, 1980 a resident of Clearfield County, Pennsylvania and by Will recorded in the Register of Wills Office of Clearfield County, Pennsylvania in Will Book 38, page 502, devised his interest in the above described property to his surviving wife, Betty Gaines McGovern. The said Betty McGovern, widow of Herman McGovern, by deed dated December 9, 1991 and recorded in Clearfield County Deeds and Records Book 1433, page 219, granted a 1/5 undivided interest in the above described property to Anthony McGovern (believed to be the 1/5 undivided interest inherited by Herman McGovern from his deceased father, Daniel McGovern). Subsequently, the said Betty McGovern by deed dated September 17, 1992 and recorded in Clearfield County Deeds and Records Book 1485, page 506, granted and conveyed her interest in the above described property, including the interest which her husband, Herman McGovern, inherited under the Will of Andrew Blair McGovern unto Adelle L. Heichel, widow, Grantor herein. The aforesaid Ada McGovern, a single woman, by deed dated April 6, 1972 and recorded in the Clearfield County Recorder's Office in Deed Book Volume 592, page 111, conveyed all of her interest in the above described property to Carolyn McGonigal, her niece, daughter of Herman McGovern. The said Carolyn McGonigal a/k/a Carol McGovern conveyed her interest in a part of the premises by deed dated January 27, 1983 and recorded in the Clearfield County Recorder's Office in Deeds and Records Book 873, page 482 to her uncle, Tony McGovern a/k/a Anthony McGovern, and thereafter, by deed dated March 20, 1992 and recorded in the Clearfield County Recorder's Office in Deeds and Records Book 1450, page 104, con-

veyed her interest in the balance of said property to her sister, Adelle L. Heichel, Grantor herein. The aforesaid Anthony E. McGovern a/k/a Tony McGovern died testate February 12, 1992 a resident of Clearfield County, Pennsylvania and by his Last Will recorded in the Register of Wills Office of Clearfield County, Pennsylvania in Will Book 72, page 668, devised his interest in the above described property to his niece, Adelle McGovern Heichel, Grantor herein.

TOGETHER with all and singular, the improvements, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of the said party of the first part, in law, equity, or otherwise, howsoever, of, in, and to the same, and every part thereof,

TO HAVE AND HOLD the said hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs, executors, administrators, and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs, executors, administrators, and assigns, FOREVER.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/~~we~~ the undersigned grantee/~~grantees~~, hereby certify that I/~~we~~ know and understand that I/~~we~~ may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/~~we~~ further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Alfred J. Gutz

Kenneth B. Bowman
Kenneth B. Bowman

This 14th day of April 1993

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE

ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 25, approved September 10, 1965, as amended.)

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

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

Sealed and delivered in the presence of:

John Sughrue
as to all
three

Adelle L. Heichel (SEAL)
Adelle L. Heichel, a/k/a

Adelle Heichel (SEAL)
Adelle Heichel, a/k/a

Adelle McGovern Heichel (SEAL)
Adelle McGovern Heichel

Certificate of Residence

I hereby certify that the precise residence of the Grantee herein is as follows:

37 Decatur Road
Havertown, PA 19083

John Sughrue
John Sughrue, Esquire
Attorney or Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

:
: SS.
:

On this, the 6th day of April, 1993, before me, the undersigned authority, personally appeared ADELLE L. HEICHEL, a/k/a ADELLE HEICHEL, a/k/a ADELLE MCGOVERN HEICHEL, widow, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she ex-

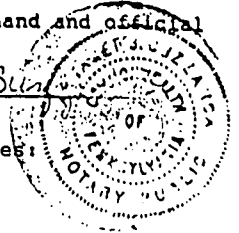
ecuted the same for the purposes therein contained.

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

MARGARET B. BUZZANCA, Notary Public
Clearfield Boro, Clearfield Co., Pa.
My Commission Expires Nov. 23, 1993

Margaret B. Buzzanca
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SS.

RECORDED in the office for Recording of Deeds in and for said county in Deeds and Records Book _____, page _____.

WITNESS my hand and official seal this _____ day of April, 1993.

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME *9:06 AM 4-19-93*
BY *[Signature]*
FESS *5.00*
Karen L. Starck, Recorder

I hereby CERTIFY that this document
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



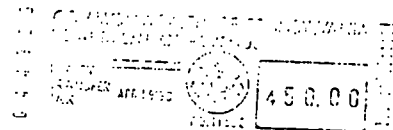
Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ *450.00*

PAID *4-19-93* KAREN L. STARCK
Date Agent



VOL 1525 PAGE 115

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~~CONFIDENTIAL~~

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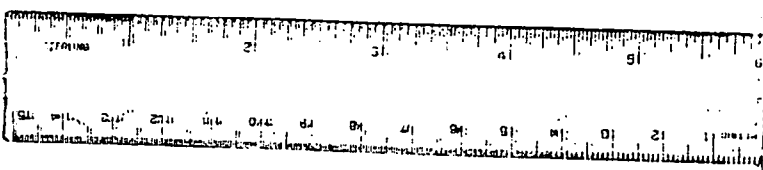
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Entered of Record April 19 1923 7:06 AM Karen L. Starck, Recorder.



VOL 1617 PAGE 506

THIS DEED

MADE the 28th day of June in the year nineteen hundred and ninety-four (1994).

BETWEEN DENNIS W. DeLISLE, a widower, of 720 West Alfred Street, Tampa, Florida 33603, party of the first part, hereinafter referred to as the "GRANTOR;"

-AND-

ALLEN R. DeLISLE, individually; ROBERT MISHLER, individually; ERNIE BAICH, individually; and RICHARD J. GRAHAM, individually, equally, as tenants in common and not as joint tenants with the right of survivorship, parties of the second part, hereinafter referred to as the "GRANTEES."

WITNESSETH, that in consideration of the sum of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantees, equally, as tenants in common, their heirs, executors, administrators, and assigns forever.

ALL of my right, title, interest, and claim of whatsoever nature (believed to be a one-fifth undivided interest in the whole) in and to that certain piece or parcel of land situate in the Township of Girard, County of Clearfield, and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin located on the north side of the Susquehanna River. Said point is also the southeast corner of, now or formerly Paul Smith; thence along lands of, now or formerly, Paul Smith, North four degrees East (N 4° E) eight hundred fourteen and seventy-seven hundredths feet (814.77) to an iron pin; thence along other lands now or formerly of prior Grantor, South eighty-one degrees, twenty-five minutes, fifteen seconds East (S 81° 25' 15" E) nine hundred twenty-three and twenty-eight hundredths feet (923.28) to an iron pin; thence still along other lands now or formerly of prior Grantor, South seventy-five degrees, forty-five minutes, forty-five seconds East (S 75° 45' 45" E) three hundred eighty-eight and ninety-four hundredths feet (388.94) to an iron rail; thence still along other lands now or formerly of prior Grantor, South fifteen degrees, five minutes, fifty seconds East (S 15° 05' 50" E) two hundred eighty-three and two-hundredths feet (283.02) to an iron pipe; thence still along other lands now or formerly of prior Grantor, South fifty-four degrees, fifty-eight minutes, fifty-five seconds West (S 54° 58' 55" W) two hundred seventy-five and sixty-two hundredths feet (275.62) to an iron pin; thence still along other lands now or formerly of prior Grantor, South

Exhibit "D"

seventy-one degrees, forty-seven minutes, five seconds West (S 71° 47' 05" W) three hundred fifty-seven and ninety-nine hundredths feet (357.99) to an iron pin; thence still along other lands now or formerly of prior Grantor, South seventy-three degrees, fifty-two minutes, five seconds West (S 73° 52' 05" W) two hundred seventy-three and one-tenth feet (273.1) to an iron pin; thence still along other lands now or formerly of prior Grantor, South seventy-six degrees, fifteen minutes, fifteen seconds West (S 76° 15' 15" W) one hundred fifty-three and ninety-one hundredths feet (153.91) to an iron pin; thence still along other lands now or formerly of prior Grantor, South seventy-eight degrees, twenty-eight minutes, ten seconds West (S 78° 28' 10" W) two hundred sixty-six and three-tenths feet (266.3) to an iron pin located on the north side of the Susquehanna River; thence along the Susquehanna River North fifty-four degrees, thirty-two minutes, fifteen seconds West (N 54° 32' 15" W) two hundred twenty-three and thirty-eight hundredths feet (223.38) to an iron pin and place of beginning. Containing 21.5023 acres as shown on survey map of Shirokey Surveys dated September 11, 1992 previously filed of record.

EXCEPTING and RESERVING all exceptions and reservations as are contained in prior deeds in the chain of title.

FURTHER, subject to that certain Agreement between the Grantors and Grantees notarized November 28, 1992 and recorded in the Recorder of Deeds Office of Clearfield County, Pennsylvania in Deed Book Volume 1508, page 344.

BEING the same premises which Adelle L. Heichel, widow, by deed dated October 20, 1992 and recorded October 23, 1992 in the Recorder of Deeds Office of Clearfield County, Pennsylvania in Deeds and Records Book 1492, page 192, granted and conveyed unto Dennis W. DeLisle, Grantor herein.

FURTHER, Grantees herein, by receipt and recording of this deed, hereby acknowledge and confirm that they are the owners of the above described property by virtue of this deed and deed of Adelle L. Heichel dated October 20, 1992 recorded in Deeds and Records Book 1492, page 192, as appears of record and that it is their intent and desire and they hereby acknowledge that they are equal owners of the above described property and that they each have and hold a one-fourth undivided interest in the whole as tenants in common.

TOGETHER with all and singular, the improvements, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of the said party of the first part, in law, equity, or otherwise,

howsoever, of, in, and to the same, and every part thereof,

TO HAVE AND HOLD the said hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs, executors, administrators, and assigns, to and for the only proper use and behoof of the said parties of the second part, their heirs, executors, administrators, and assigns, FOREVER.

Twenty-five (25%) percent of the transfer is from brother to brother and is, therefore, exempt from transfer taxes.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", We, the undersigned ~~SIXX~~ grantees, hereby certify that we know and understand that we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. We further certify that this certification is in a color con-
trasting with that in the deed proper and is printed in twelve point type preceded by the
word "notice" printed in twenty-four point type.

Witness: 2 3 2

Witness:

This 11 day of July 1944

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

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

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Sealed and delivered in
the presence of:

Robert W. DeLisle

Dennis W. DeLisle (SEAL)
Dennis W. DeLisle

Certificate of Residence

I hereby certify that the precise residences of the Grantees
herein are as follows:

Allen R. DeLisle
509 Sheridan Drive
Clearfield, PA 16830

Robert Mishler
114 S. 4th Street
Clearfield, PA 16830

Ernie Baich
123 E. 24th Street #6
Paterson, NJ 07514

Richard J. Graham
1608 S. Fifth Street
Chesterton, IN 46304

John Sughrue, Esquire
Attorney for Grantees

n.t.s.

STATE OF FLORIDA

:
: SS.
:

COUNTY OF FLORIDA

On this, the 22nd day of March, 1994, before me,
the undersigned authority, personally appeared DENNIS W. DeLISLE,
a widower, known to me (or satisfactorily proven) to be the per-
son whose name is subscribed to the within instrument and acknow-
ledged that he executed the same for the purposes therein
contained.

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

Robert W. DeLisle
Notary Public

My Commission Expires:

NOTARY PUBLIC, FLORIDA
1995
1995

VOL 1617 PAGE 510

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

:
: SS.
:

RECORDED in the office for Recording of Deeds in and for
said county in Deeds and Records Book _____, page _____.

WITNESS my hand and official seal this _____ day of
_____, 1994.

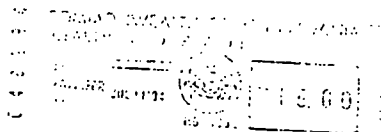
Karen L. Starck, Recorder of Deeds

I hereby certify that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:35pm 7-11-94
BY Karen L. Starck
FEES 15.00
Karen L. Starck, Recorder



CLEARFIELD AREA SCHOOL DISTRICT
1% READING TAX
AMOUNT \$ 15.00
PAID 7-11-94
Date

5

Entered of Record 7-11-1994, 3:35pm Karen L. Starck, Recorder

200009309

DEED

THIS INDENTURE, made the 25 day of April, in the year of our Lord, Two Thousand (2000),

BETWEEN JANICE M. ZIMMERMAN, and JAMES M. ZIMMERMAN, her husband, both of Lawrence Township, Clearfield County, Pennsylvania; and MAXWELL M. SMITH, widower and life tenant, of Lecontes Mills, Clearfield County, Pennsylvania, Grantors of the first part,

AND

CLARENCE B. BOWMAN and REGENA M. BOWMAN, husband and wife, as tenants by the entireties, of Bryn Mawr, Delaware County, Pennsylvania, Grantees of the second part,

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the said Grantors, for and in consideration of the sum of Eighty Thousand Five Hundred (\$80,500.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, alienated, enfeoffed, released, conveyed and confirmed by these presents and they and each of them do grant, bargain, sell alien, enfeoff, release, convey and confirm unto the said Grantee, his heirs, executors and assigns,

ALL those certain pieces or parcels of land situated in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BOUNDED on the North by lands now or formerly of Peter and Anna Roussey; on the South by the West Branch of the Susquehanna River; on the East by the said River and the Beauseigneur Homestead Farm sold to James and Mary Beauseigneur; and on the West by the tract of land hereinafter described. Containing 189 acres, more or less. The above described property is outlined in red on a copy of the Girard Township, Clearfield County Assessment Map which attached hereto as Exhibit "A".

THE SECOND THEREOF:

BOUNDED on the North by lands now or formerly of Benjamin Jury; on the South by the West Branch of the Susquehanna River; on the East by the tract of land above described; and on the West by lands now or formerly of Daniel McGovern. Containing 111 acres, more or less, and being part of Warrant #1839. The above described property is outlined in blue on a copy of the Girard Township, Clearfield County Assessment Map which attached hereto as Exhibit "A".

Exhibit "E"

EXCEPTING AND RESERVING out of the above described premises thirty-nine and forty-eight hundredths (39.48) acres of land conveyed by Frank Smith to the Beech Creek Extension Railroad Company by Deed dated September 11, 1901, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 119, page 241.

ALSO EXCEPTING AND RESERVING the surface of forty-nine (49) acres and five (5) perches of surface conveyed by Frank Smith to Abe Martell by Deed dated September 9, 1903, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 141, page 023.

THE THIRD THEREOF:

All the coal, fire clay and other minerals underlying all that certain parcel or tract of land situate in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post and stones corner of lands now or formerly of Henry Martell; thence by same North eighty-five (85) degrees eight (8) minutes West, fifty-one and four-tenths (51.4) perches to a stone pile; thence by land now or formerly of Daniel McGovern, South five (5) degrees eight (8) minutes West, one hundred forty and six-tenths (140.6) perches to post and stones; thence by residue of lands of former grantor, South eighty-five (85) degrees thirty (30) minutes East, sixty (60) perches to post and stones; thence by the same North forty-five (45) degrees East twenty-nine and three-tenths (29.3) perches to the right-of-way of the New York Central and Hudson River Railroad; thence by the right-of-way of said Railroad in a northerly direction one hundred ten (110) perches, more or less to a post; thence North forty-five (45) degrees West, twenty-seven (27) perches, more or less to the place of beginning. Containing forty-nine (49) acres five (5) perches, more or less. Together with mining rights and privileges for mining and removing said coal, fireclay and other minerals as were reserved in Deed Book 141, page 023 for the surface of said tract. The above described property is outlined in green copy of the Girard Township, Clearfield County Assessment Map which attached hereto as Exhibit "A".

AND FURTHER, the SELLERS, MAXWELL M. SMITH, life tenant, and JANICE M. ZIMMERMAN, daughter of Maxwell M. Smith, being the said GRANTORS herein do hereby agree to quit-claim, convey, assign and transfer all their right, title and interest in all the premises herein described by this Agreement, including any right of the remaindermen or residuary interests, unto the GRANTEES, their heirs, executors, successors and assigns; Maxwell M. Smith hereby for himself, his heirs, executors and assigns, agrees to

relinquish, quit-claim, assign and grant unto the said GRANTEES, their heirs, executors, successors and assigns forever all his title, right and interest in a life estate granted him by Janice M. Zimmerman, his daughter, in all the aforesaid premises as described herein.

ALSO GRANTING unto the Grantees, their heirs, executors, administrators and assigns, the right to use, in common with the Grantors, their heirs, executors, administrators and assigns, all appurtenant easements and easements by prescription appearing on the land or of record, all rights-of-way for access, convenience or necessity over other lands of the Grantors herein, for ingress, egress or regress to the lands herein conveyed and apparent of or appearing on the ground; and the right to enforce any and all servient easements of the Grantors, whether on the land or appearing of record, together with the assignment of the rights and privileges incident thereto in common with the Grantors, their heirs, executors, administrators and assigns, and grant, bargain and convey all appurtenant easements and easements by prescriptions, including all appearing on the land or of record, all rights of way for access, convenience or necessity for ingress, egress or regress, in common with the Grantors, their heirs, executors, administrators and assigns which provide access to or from the lands herein conveyed and that are appurtenant thereto, whether or not appearing on the ground; and also the assignment of all rights to enforce any and all servient easements against any servient tenement, wherever on land or appearing of record, together with all the rights and privileges incident thereto.

BEING the same three parcels of land conveyed by Maxwell M. Smith to Janice M. Zimmerman by Deed dated April 11, 1982 and recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 811, page 055, wherein the said Maxwell M. Smith reserved unto himself a life interest in the said premises which, at his death, was to vest the entire title in his daughter, Janice M. Zimmerman, both being the GRANTORS herein.

For the purpose of complying with the Act of July 17, 1957, P.L. 984, No. 431, 52 P.S. Supp. § 1551, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice:

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

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Clarence B. Bowman

Regena M. Bowman

This _____ day of _____

TOGETHER with all and singular the tenements, hereditaments, and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; **AND ALSO** all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the said parties of the first part, of, in, to or out of the said premises, and every part and parcel thereof.

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the said party of the second part, their heirs and assigns, to and for the only proper use and behoof of the said party of the second part, their heirs and assigns forever.

AND the said Grantors warrants **SPECIALLY** the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

Witnessed:

Walter J. D. Smith

Janice M. Zimmerman (SEAL)
Janice M. Zimmerman

Andrew J. Berger

James M. Zimmerman (SEAL)
James M. Zimmerman

Walter J. D. Smith

Maxwell M. Smith (SEAL)
Maxwell M. Smith

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the Grantee herein is as follows:
68 Brennan Drive, Bryn Mawr, Pa 19010

Walter J. D. Smith
Attorney or Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA

SS.

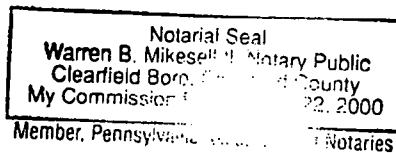
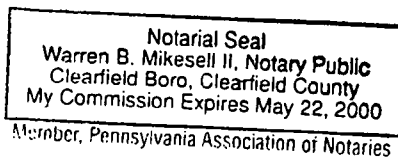
COUNTY OF CLEARFIELD

On this, the 27 day of April, 2000, before me, the undersigned officer, personally appeared JANICE M. ZIMMERMAN, an individual, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she has executed the same for the purposes therein contained.

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

My Commission Expires: _____

[Signature]



COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF CLEARFIELD

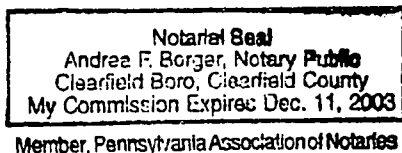
On this, the 28th day of April, 2000, before me, the undersigned officer, personally appeared JAMES M. ZIMMERMAN, an individual, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained.

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

My Commission Expires: _____

12-11-03

[Signature]



COMMONWEALTH OF PENNSYLVANIA

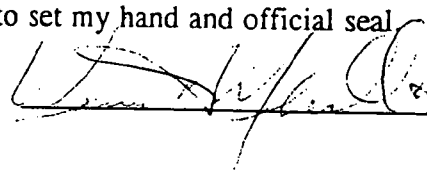
SS.

COUNTY OF CLEARFIELD

On this, the 20th day of April, 2000, before me, the undersigned officer, personally appeared MAXWELL M. SMITH, widower, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained.

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

My Commission Expires: _____



Notarial Seal
Warren B. Mikesell II, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 22, 2000

Member, Pennsylvania Association of Notaries

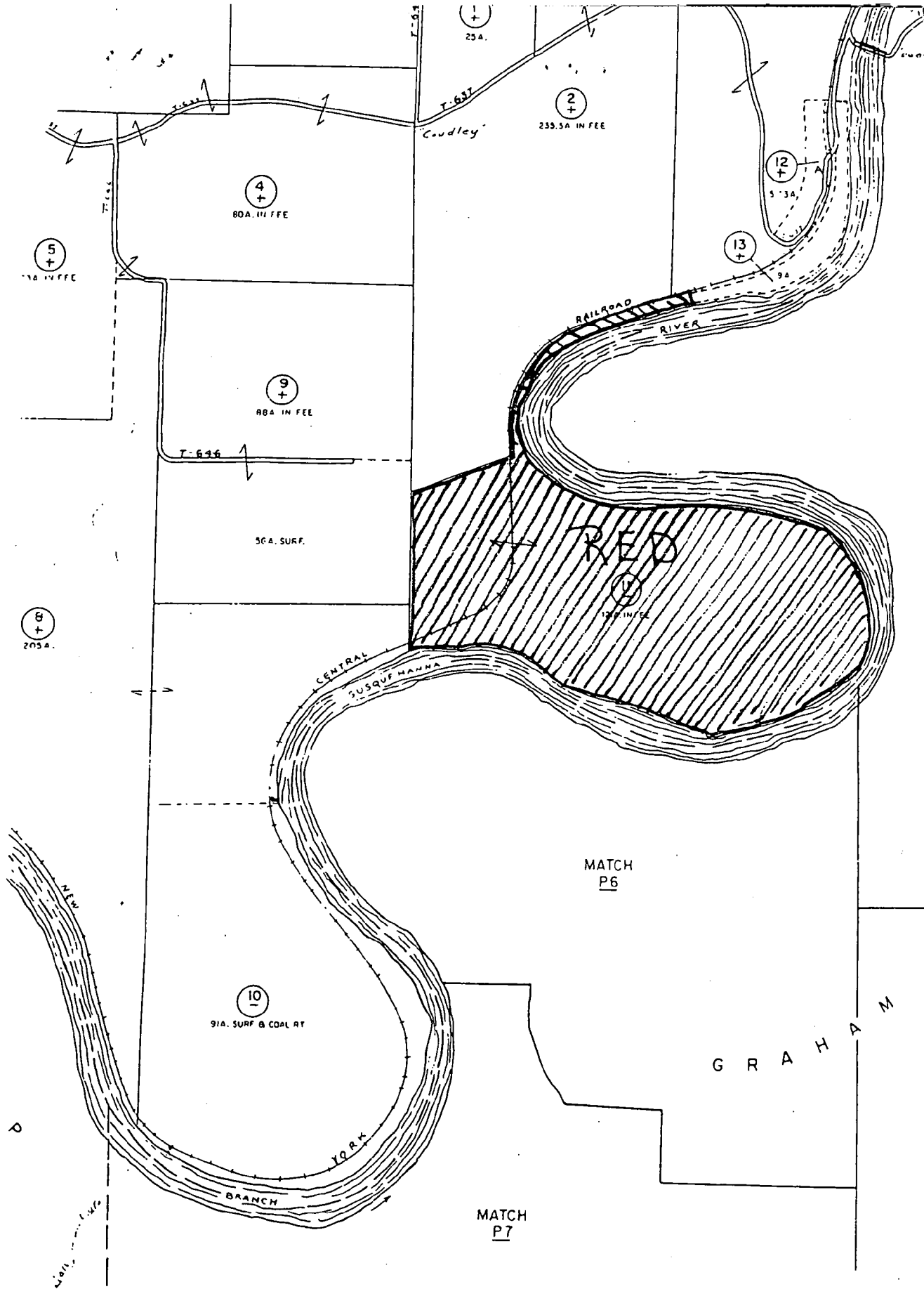


Exhibit "A"

DEED

Wm H. Keating Esq

To

August Beausigneur

and

Nicholas Rousselot

Rousselot of Blairfield County in the Commonwealth of Pennsylvania of the other part. Witnesseth That the said party of the first part for and in consideration of the sum of eight hundred dollars to him in hand paid at or before the sealing and delivery of these Presents the receipt whereof he doth hereby acknowledge and himself therewith fully satisfied contented and paid has bargained sold aliened transferred conveyed released and confirmed and by these presents doth bargain sell alien transfer convey release and confirm unto the said Augustus Beausigneur and Nicholas Rousselot their heirs and assigns all that piece parcel or tract of land situate and being in the Commonwealth of Pennsylvania and in the County of Blairfield Bounded as follows viz Beginning at a post the south west corner of Lot No 142 conveyed to B M Brown thence East one hundred and two perches to a white Oak the South East corner of said Lot No 132 thence north twenty perches to series the southwest corner of Lot No 104 conveyed to Benjamin Juy thence still by same East fifty one perches to a Post thence North thirty perches to a post thence east thirty one perches to a post thence north one hundred and fifty eight perches to a white oak the northern corner of said Lot No 104 thence East thirty seven and five tenths perches to a Post the south east corner of Lot no 76 conveyed to Augustus Mignot thence north to a Post the southwest corner of Lot 169 thence East one hundred and ten perches to a post thence north ninety one perches to a Post the south west corner of Lot 85 conveyed to Levi Wright thence East thirty one and five tenths perches to a white pine the South East corner of said Lot no 85 thence south by water line to the southwest corner of Lot No 14 on the North bank of the West Branch of the Susquehanna River thence up said River by its several courses and distances to the west line of Warrant No 1859 thence north by water line fifty six perches to the place of beginning containing two hundred and sixty three and one tenth acres with allowance of six per cent for Roads it cetera be the same more or less being Lot No 191 of Allotment of Keating lands in Grand Township being part of Warrant No 1859 and 3648 also one other piece situate as above recorded Beginning at a Post the south west corner of Lot No 76 conveyed to Augustus Mignot thence East twenty six and five tenths perches to a Post the North west corner of Lot No 104 conveyed to Benjamin Juy thence north one hundred and eighteen perches to a Post the North west corner of Lot No 142 conveyed to B M Brown thence North twenty six and five tenths Perches to a post the south west corner of Lot No 83 conveyed to B M Brown thence North one hundred and eighteen perches to the place of beginning containing eighty and four tenths acres with allowance of six per cent for Roads it cetera be the same more or less and being Lot No 190 in Allotment of Keating lands in Grand Township and part of Warrant No 1859 Together with all and singular the woods underwoods timber meadows water courses ways houses fences improvements

This Indenture made the Twenty Fifth day of January in the year of our Lord one thousand eight hundred and sixty nine. Between William H. Keating Physician of the City of Philadelphia in the Commonwealth of Pennsylvania Executor of the Estate of John Keating deceased of the one part and Augustus Beausigneur and Nicholas

Exhibit "F"

rights members hereditaments and appurtenances thereto belonging or
in anywise appertaining and the reversion and reversions remainder
and remainders rents issues and profits thereof and of every part and
parcel thereof and also all the estate right title interest benefit property
claim and demand whatsoever in law equity or otherwise of him the
said party of the first part of us and to the same and every part
thereof. So Have and to Hold the said lands tenements hereditaments
and all and singular the premises hereby granted or intended so to
be with the appurtenances unto the said Augustus Beausiegné and
Nicholas Rousselot their heirs and assigns to their own proper use and
behalf for ever. And the said party of the first part for himself his heirs
executors and administrators doth covenant promise and agree to and
with the said Augustus Beausiegné and Nicholas Rousselot their
executors administrators and assigns that he hath not done commit
ed or suffered any act matter or thing whatsoever whereby the title
of the said party of the first part to the premises as above described and
conveyed has been or could be weakened impaired destroyed or encumbered
and that the said party of the first part against his own acts and
deeds only and against his own heirs and all persons persons claiming
under him or his heirs only all and singular the premises unto the said
Augustus Beausiegné and Nicholas Rousselot their heirs and assigns
shall and lawfully shall and at all times defend by these Presents
In witness whereof the parties to these presents have hereunto interchangeably
set their hands and seals the day and year first above written.

Lined Sealed and Delivered

In presence of
J P Delaney
Philip J Taylor

William T Keating Esq
Esq John Keating etc

Received on the date of the above Signature of the above named Augustus
Beausiegné and Nicholas Rousselot the sum of eight hundred
dollars being the full consideration above mentioned.

Witness Present at Signing

J P Delaney
Philip J Taylor

William T Keating Esq

On the twenty fifth day of January in the year of our Lord 1869
Before me the subscriber one of the Aldermen of the City of
Philadelphia personally appeared William T Keating in the above
written Signature named and acknowledged the said Signature
to be his act and deed and desired that it may be Recorded as
such. Witness my hand and seal dated as above

J P Delaney
Alderman

Recorded July 4 1873

Recorded by

W L Lee

Recorder

Per Buck

1-3
DEED.

Nicholas Russell and

August Beausigneur

Co

Bernard M. Governor

This Indenture,

Made the Eleventh day of April in the year of our Lord one thousand eight hundred and Seventy one Between

Nicholas Russell and Ann his wife and August Beausigneur and Russell his wife all of the township of Coalington County of Chester and State of Pennsylvania.

of the one part, and Bernard M. Governor of the same place.

of the other part. Witnesseth, That the said Nicholas Russell and Ann his wife and August Beausigneur and Russell his wife for and in consideration of the sum of Two hundred and fifty dollars lawful money of the United States of America, unto them well and truly paid by the said Bernard M. Governor

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said Bernard M. Governor his heirs and assigns, all those two certain

tracts or pieces of ground situated in Division Township of Chester County and State of Pennsylvania, bounded and described as follows viz: The one tract of beginning at stones at maple on the bank of the Schuylkill river thence North three (3) degrees East two hundred and twenty six perches (226) to stones thence by land of Bernard M. Governor North eighty seven (87) degrees West one hundred and four (104) perches to Black Oak spring thence by land of John Spackman Estate South three (3) degrees West forty two (42) perches to stones and bank of said River thence by said River South fifty (50) East fourteen perches (14), thence South thirty seven and one fourth (37 1/4) degrees East nineteen perches, thence South forty four and one half (44 1/2) degrees East eighteen and seven tenths (18.7) perches thence South thirty two and one half (32 1/2) degrees East twenty eight and four tenths (28.4) perches thence South twenty seven (27) degrees East eighteen and seven tenths (18.7) perches thence South eighteen and one fourth (18 1/4) degrees East twenty eight (28) perches thence South ten and one fourth (10 1/4) degrees East forty one and sixteenth (41.6) perches thence South eighteen (18) degrees East twenty four (24) perches thence South twenty five and one half (25 1/2) degrees East fifteen and six tenths (15.6) perches thence South forty nine (49) degrees East four and five tenths (4.5) perches to stones by Maple and place of beginning bounding Sixty six (66) and thirty eight (38) perches and otherwise being part of a larger tract No 1837. The other tract beginning at a black oak stone by land of Benjamin Day North two and one half (2 1/2) degrees East one hundred and eight and five tenths (108.5) perches to stones thence by land of Benjamin Day North eighty seven (87) degrees East twenty seven and two tenths (27.2) perches to stones thence by land of Henry C. Bell and Bernard M. Governor two and one half (2 1/2) degrees West one hundred and eighteen and five tenths (118.5) perches to stones thence by land of Bernard M. Governor South eighty seven (87) degrees East twenty seven and two tenths (27.2) perches to black oak and place of beginning thence by said (19) acres and otherwise being part of tract Number 1837 and the same premises which Bernard M. Governor by his act of the day of April 1871 conveyed to the grantee herein.

Together with all and singular, the ~~rights, liberties, privileges, hereditaments and appurtenances, whatsoever, that in anywise appertain, and the reversions~~ rights, liberties, privileges, hereditaments and appurtenances, whatsoever, that in anywise appertain, and the reversions remainders, rents, issues and profits thereof,

and all the estate, right, title, interest, property, claim and demand whatsoever, of ~~the said Nicholas Russell and August Beausigneur~~ the said Nicholas Russell and August Beausigneur in and to the same and every part thereof.

Exhibit "G"

To have and to hold the said tracts or pieces of ground hereditaments and premises hereby
granted or mentioned and intended so to be used the appurtenances,
unto the said Bernard M. Loomis his
heirs and assigns, to and for the only proper use, and behoof of the said Bernard M. Loomis his
heirs and assigns forever.

And the said Nicholas Russell and August Brausinger for themselves their
heirs, executors and administrators, do by these presents covenant, grant and agree to and with the said Bernard
M. Loomis his heirs and assigns,
that they the said Nicholas Russell and August Brausinger their
heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be
with the appurtenances, unto the said Bernard M. Loomis his
heirs and assigns, against them the said Nicholas Russell and August
Brausinger their heirs, and against all and every other person or persons,
whomsoever lawfully claiming or to claim the same or any part thereof, by force or under them or any of them

SHALL and WILL by these presents WARRANT and forever DEFEND.
In Witness Whereof, the said parties to these presents have hereunto
interchangeably set their hands and seals Dated the day and year first above written.

Sealed and delivered } John M. Wilson W. Russell
in the presence of us } Wm. Miller Anna x. Russell
W. Brausinger
Wm. Brausinger

Received the day of the date of the within or foregoing instrument of the within named
Bernard M. Loomis the sum of two hundred and fifty dollars being the full consid-
eration within mentioned.

Witness at Signing } W. Russell
State of Pennsylvania } A. Brausinger
Schuylkill County }

On the fifteenth day of April Anno Domini 1871
before me a Justice of the Peace in and for said County personally appeared the within
named Nicholas Russell and Anna his wife and August Brausinger and Russell
his wife and in due form of law acknowledged the within or foregoing instrument to be
their act and deed and received the same might be proved as such and the said Anna
and Russell being of full age and by me severally examined separately and apart from their
said husbands, and the contents thereof being by me first made known unto them and their
separately declared and say that they did voluntarily and of their own free will and accord sign
seal and as their act and deed deliver the same without any coercion or compulsion on the part of
their said husbands and decess etc. Witness my hand and seal the day and year aforesaid.

I hereby Certify that the above Deed was duly stamped with U. S. Revenue
Stamps, as required by law. Recorded May 2nd A. D., 1871 } C. H. Lee Recorder.
per me

4-297: HCCB.

This Indenture,

Nicholas Rousselot
and wife
To
August Beauséjour

Made the 31st day of May in the year of our
Lord one thousand eight hundred and seventy three
Between
Nicholas Rousselot of Grand Township with
Ann his wife

of the first part, and August Beauséjour of the same place
of the second part: Witnesseth, That the said party of the first part
for and in consideration of the sum of Eighteen
Dollars lawful money of the United States
of America, well and truly paid by the said party of the second part to the said
party of the first part at and before the execution and delivery of these presents, the receipt
whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by
these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said party of the
second part his heirs and assigns, all the following
described tracts or pieces and parcels of land the first Beginning at a red oak
down on the Bank of the River & with one hundred and eighty perches by the High
Land & Black Lake down thence East one hundred perches to white Pine corner thence
South two hundred and eighteen 1/10 perches to a second thence up the River the second
course one hundred and nine perches to Place of beginning containing one hun-
dred and fourteen acres part of to 1919 see deed of Smith to grantor Recorded Book
R Page 314 the second the one undivided half interest in land as follows viz
Beginning at a white oak (down) corner being the North east corner of Warrant
to 1891 thence South two hundred and forty perches to white oak corner thence
west one hundred perches to white Pine corner thence North one hundred and
twenty perches to chestnut corner thence East two hundred perches to white Pine
corner thence North one hundred and twenty perches to oak corner thence East
three hundred perches to place of beginning situated in Conington Township
field County Pa. and containing two hundred and eighty three acres and 33 ps
for full see deed R Shaw and wife to grantor et al Recorded A Book 16 Page
413 and also deed J. B. Heugens and wife and Francis Seigey and grantor
intended to be Recorded. Third, all that tract or parcel of land situated in Grand
Township Bedford County Pa. Beginning on the bank of the Susquehanna River
at a small red oak corner of land of these thence by tract to 1919 South one hundred
and eighty three perches to stones thence west by land of Geo B Smith one hundred and nine perches
to stones thence South one hundred and eighty perches to stones in the River thence down the River one hun-
dred and nine perches to small red oak and place of beginning containing one hundred and
sixteen acres & 16 ps and allowance and reserving out of this tract four acres & 54 perches sold to
D. Hobbs out of the North west corner for full see deed Francis Heugens and wife to Francis and
John Baptiste Seigey and the said John Seigey and Francis Seigey and their wives by deed dated
May 1873 to Present grantor neither of said deeds being yet Recorded but intended to be.
South all Grants Interest in the following described parcels being the one undivided
half part held as Partner with said grantor's estate in Grand Township Beginning at a
Post the South west corner of Lot to 1912 conveyed to B M Govern thence East 102 perches
to a white oak the South East corner of Lot to 132 thence South 20 ps to a Post thence North 30 ps to a
Post thence East 31 ps to a Post thence South 158 ps to a Post the North East corner of Lot to 104
thence East 37 1/10 ps to a Post the South East corner of Lot to 76 conveyed to Augustus Mignot
thence North to a Post the South west corner of Lot to 164 thence East 110 ps to a Post thence
North 91 ps to a Post the South west corner of Lot to 85 conveyed to Levi Mighel thence
East 31 7/10 ps to a white Pine the South East corner of same lot to 85 thence South by tract
line to the South west corner of Lot to 14 on the North Bank of the West Branch of the
Susquehanna River thence up said River by its several courses and distances to the west
line of warrant to 1889 thence North by tract line 51 perches to the Place of Beginning
containing two hundred and sixty three and 1/10 acres with the usual allowance
for Roads to be the same more or less being Lot to 141 of allotments of Keating
lands in Grand Township being part of warrants to 1889. Also one other
piece situated as above Beginning at a Post the South west corner of Lot to 76
conveyed to A Mignot thence East 26 7/10 perches to a Post the North west corner of
Lot to 104 conveyed to B M Govern thence South 118 ps to a Post the North east corner of
Lot to 142 conveyed to B M Govern thence North 118 ps to the place of beginning containing
eighteen and 1/10 acres with allowance of 6 per cent for Roads to be the same more or less
Lot to 140 in allotment mentioned above and part of warrant to 1889. Reference to above
ceded deeds will more fully appear.

Together with all and singular, the Buildings improvements, roads ways, rights, liberties,
privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversion
and remainder, and remainders, rents, issues and profits thereof, and of every
part and parcel thereof and also all the estate, right, title, interest, property, possession
claim and demand whatsoever, both in law and equity of the said party of the first
part of in and to the said premises with the appurtenances

Exhibit "H"

the appurtenances,
unto the said party of the second part his
heirs and assigns, to the only proper use, benefit and behoof of the said party of the
second part his heirs and assigns forever.

And the said Nicholas Russell and wife
their heirs, executors and administrators, doth by these presents covenant, grant and agree to and with the said party
of the second part his heirs and assigns,
that they the said Nicholas Russell and wife
their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so
with the appurtenances, unto the said party of the second part
his heirs and assigns, against them the said Nicholas Russell
and wife and their heirs, and against all and every other person or persons,
whomsoever lawfully claiming or to claim the same or any part thereof,

SHALL and WILL By this their WARRANT and forever DEFEND.

In Witness Whereof, the said parties of the first part to these presents have hereunto
set their hands and seals: Dated the day and year first above written.

Sealed and delivered) M^{rs} Porter
in presence of Elizabeth Thompson M^{rs} Russell
Ann Russell



at Springfield County ss.

On the fifth day of May Anno Domini 1873
before me a Justice of the Peace in and for said County personally
appeared the above named Nicholas Russell and Ann his
wife and in due form of law acknowledged the above indenture
to be their act and each of them at and deed and desired the same
might be recorded as such and the said Ann being of full
age and separate and apart from her said husband by me
thoroughly examined and the full contents of the above deed
being by me first made known unto her did thereupon declare
and say that she did voluntarily and of her own free will
and accord give seal and as her act and deed deliver the
above written indenture deed or conveyance without any
coercion or compulsion of her said husband. Witness my
hand and seal the day and year aforesaid

M^{rs} Porter
Justice

I hereby Certify that the above Deed was duly stamped with U. S. Revenue }
Stamps, as required by law. Recorded July 4th A. D., 1873. } Recorder.

W. C. C. C.

FILED

SEP 12 2000

William A. Shaw
Prothonotary

SEP 12 2000
attly Marshall

PD \$90.00

to Sec atty Marshall

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

10173

BOWMAN, KENNETH B. & CLARENCE

VS.

DELISLE, ALLEN

00-1126-CD

COMPLAINT ACTION TO QUIET TITLE

SHERIFF RETURNS

NOW SEPTEMBER 15, 2000 AT 10:55 AM DST SERVED THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON ROBERT MISHLER, SR., DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT MISHLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION TO QUIET TITLE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: HAWKINS

NOW SEPTEMBER 13, 2000 AT 2:02 PM DST SERVED THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON ALLEN R. DELISLE, DEFENDANT AT RESIDENCE 509 SHERIDAN DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ESTER DELISLE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION TO QUIET TITLE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING/SNYDER

Return Costs

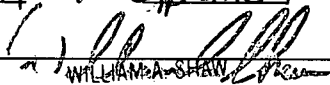
Cost	Description
26.33	SHFF. HAWKINS PAID BY: ATTY
20.00	SURCHARGE PAID BY: ATTY

FILED

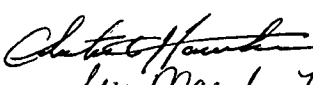
SEP 29 2000
9:33 AM
William A. Shaw
Prothonotary

Sworn to Before Me This

29th Day Of September 2000


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

So Answers,


by Marilyn Hamr
Chester A. Hawkins
Sheriff

AMMERMAN & MARSHALL
Attorneys at Law
310 EAST CHERRY STREET
CLEARFIELD, PA 16830

CERTIFIED COPY

41

62 KENNETH B. BOWMAN and
22 CLARENCE B. BOWMAN and
62 REGENA M. BOWMAN, husband
and wife,

V.

Defendants

Supreme Court No. 64087

William A. Shaw
Prothonotary

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

KENNETH B. BOWMAN and
CLARENCE B. BOWMAN and
REGENA M. BOWMAN, husband
and wife,

Plaintiffs

v.

ALLEN R. DELISLE, ROBERT
MISHLER, ERNIE BAICH and
RICHARD J. GRAHAM,

Defendants

*
*
*
*
*
*
*
*
*
*
*

No. 00 - 1126 - CD

ACTION TO QUIET TITLE

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Please mark this action discontinued.

Dated: 2/5/01



Michael S. Marshall, Esquire
Attorney for Plaintiffs

FILED

FEB 06 2001

02/26/15
William A. Shaw
Prothonotary

Madras

Ent. 3 Do. to atty.
Copy GA 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COPY

CIVIL DIVISION

Kenneth B. Bowman and
Clarence B. Bowman and
Regena M. Bowman, husband
and wife
Plaintiff(s)

Vs.

No. 00-1126-CD

Allen R. Delisle, Robert
Mishler, Ernie Baich, and
Richard J. Graham
Defendant(s)

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County
and Commonwealth aforesaid do hereby certify that the above case was this day, the
7th of February A.D. 2001, marked:

Discontinued.

Record costs in the sum of \$136.33 have been paid in full by Michael S. Marshall,
Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at
Clearfield, Clearfield County, Pennsylvania this 7th day of February A.D. 2001.

Prothonotary