

00-1126-CD
Kenneth Bowman vs A. Delisle

00

CERTIFIED COPY

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

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

101 KENNETH B. BOWMAN and
102 CLARENCE B. BOWMAN and
103 REGENA M. BOWMAN, husband
and wife,

Plaintiffs

v.

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

Defendants

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*
* No. 00-1126 - CD
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*
* 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

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.

* No. 00 - CD

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

* ACTION TO QUIET TITLE

Defendants

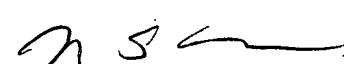
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NOTICE TO DEFEND

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

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

David Meholick, Court Administrator
Clearfield County Courthouse
Corner of Market & Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641


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.	No. 00 - - CD
	*
	*
ALLEN R. DELISLE, ROBERT	ACTION TO QUIET TITLE
MISHLER, ERNIE BAICH and	*
RICHARD J. GRAHAM,	*
Defendants	*

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.

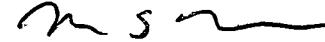
26. It is alleged that Defendants have no lawful right to prohibit Plaintiffs from traveling over and through Defendants' land in order to gain access to Plaintiffs' adjoining property.

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
Kenneth B. Bowman

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.



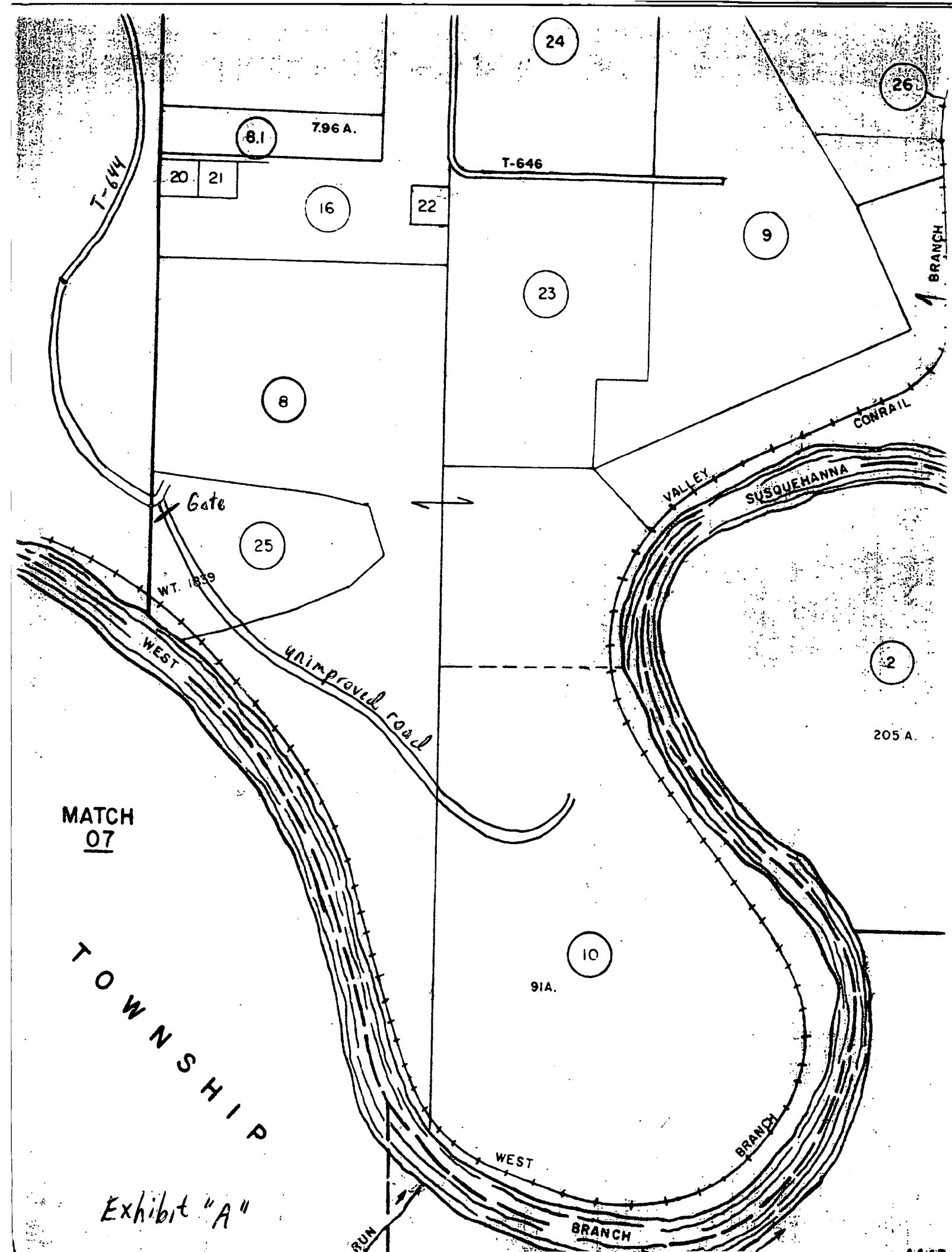
Clarence B. Bowman

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
Regena M. Bowman



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 does hereby grant and convey to the said grantee as,

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.

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 1968", 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

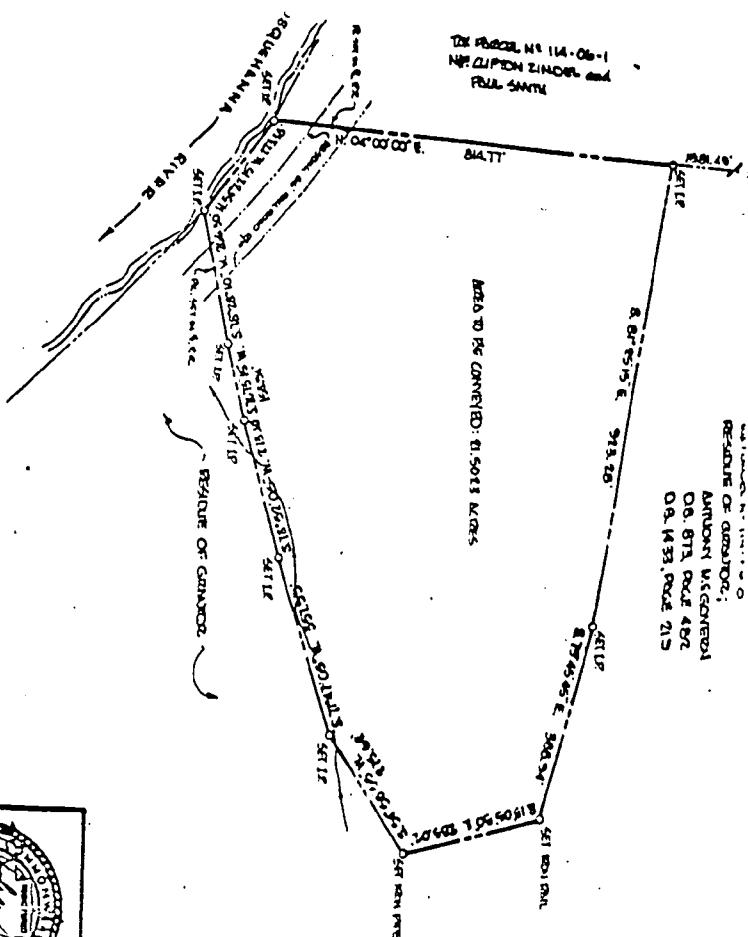
This 22nd day of October 1992

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, 1968, as amended.)

TO FEDERAL BUREAU OF INVESTIGATION
NEW YORK CITY
RE: CLIFFORD ZINCHER and
PAUL SMITH

NOTES TO BE CONVEYED: 11.50% NOTES

RE-STATE OF defendant;



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



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 (SEAL)
Adelle L. Heichel (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee
509 Sheridan Drive
Clearfield, PA 16830
J. L. Lehman
N.T.S. Attorney or Agent for Grantor

Commonwealth of Pennsylvania
County of Clearfield } SS:

On this, the 23rd 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
Girard Kauock, Notary Public
Moutzavas Bros, 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 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

seal.

My Commission Expires

State of

County of

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
 instrument, and acknowledged that subscribed to the within
 contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

State of

County of

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
 instrument, and acknowledged that subscribed to the within
 contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

5/2/62 10.00
 6/1/62 10.00
 6/1/62 10.00

Deed

WARRANTY DEED Published and Sold by
The Plankenburg Co., Williamsport, Pa.

ADELLE L. HEICHEL, widow

to

ALLEN R. DE LISCLE, et al.

Dated October 20, 1992

For Premises located in
Girard Township, Clearfield
County, PA

Consideration \$2,000.00

Received

Entered for Record in the Recorder's
Office of
County, the day of Tax \$
19 Fees \$
RecorderLEHMAN & KASUBICK
200 M. LIGG STREET
PHILADELPHIA, PA 19106
(215) 342-7550

Commonwealth of Pennsylvania
 CLEARFIELD COUNTY
 ENTERED OF RECORD County of
 TIME 10:31 AM, 10-23-92 RECORDED in the Office for Recording of Deeds, etc., in and for said County, in Deed
 BY Karen L. Starck Book No. Page
 FEES 16.50

Karen L Starck, Recorder

WITNESS my Hand and Official Seal this

day of 19

CLEARFIELD AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT \$ 20.00PAID 10-23-92 KAREN L. STARCK

Recorder of Deeds

Entered of Record Oct 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-

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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 1960", I/We the undersigned grantee/gxxxxxx, 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:

Adelle L. Heichel 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 his hand and seal the day and year first above written.

Sealed and delivered in
the presence of:

John Sughrue
as to all
thru

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-

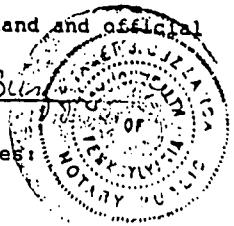
VOL 1525 PAGE 114

ecuted the same for the purposes therein contained.

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

NOTARY SEAL
MARGARET B. BLOZANCA, Notary Public
Clearfield, Clearfield Co., Pa.
My Commission Expires Nov. 23, 1993

Margaret B. BLOZANCA
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 Karen L. Starck
FEE \$1.15

Karen L. Starck, Recorder

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



Karen L. Starck
Recorder of Deeds

CLEARFIELD AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 452.00
PAID 4-19-93 KAREN L STARCK
Date Agent

RECEIVED
RECORDED
APR 19 1993
452.00

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 "GRANTEEES."

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,

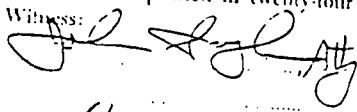
howsoever, of, in, and to the same, and every part thereof,
TO HAVE AND HOLD the said hereditaments and premises hereby
granted, or mentioned, and intended so to be, with the
appurtenances, unto the said parties of the second part, their
heirs, executors, administrators, and assigns, to and for the
only 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 ~~xxxxx~~ 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 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. Belisle
and as Agent
for others
Estate of
Richard J. Graham

This 11 day of July 1964

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 STRUC-
TURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT
ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHER-
WISE 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 hereby conveyed.

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

vol 1617 page 509

Sealed and delivered in
the presence of:

Allen R. DeLisle

Allen R. 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

n.t.s.

John Sughue, Esquire
John Sughue, Esquire
Attorney for Grantees

STATE OF FLORIDA

:

COUNTY OF Pinellas

: SS.

On this, the 24th day of January, 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.

Frank J. Malin
Notary Public

My Commission Expires:

NOTARY PUBLIC IN FLORIDA
EXPIRES JUNE 1995
F. J. Malin

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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.

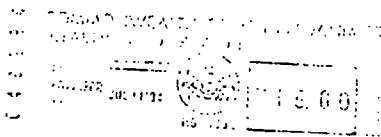
Karen L. Starck, Recorder of Deeds

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



Karen L. Starck
Recorder of Deeds

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



CLEARFIELD AREA SCHOOL DISTRICT
15.00 PAID
AMOUNT \$ 15.00
PAID 7-11-94
Date 7-11-94

5

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

2nd #
20009309

D E E D

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,

A N D

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 GRANTEEES, 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 L. Zimmerman

Janice M. Zimmerman (SEAL)
Janice M. Zimmerman

Andrew J. Berger

James M. Zimmerman (SEAL)
James M. Zimmerman

Maxwell M. 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 L. Zimmerman
Attorney or Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA

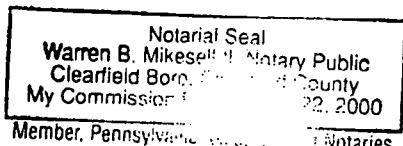
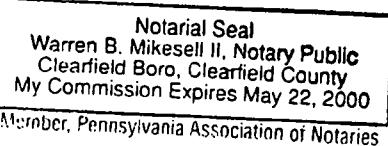
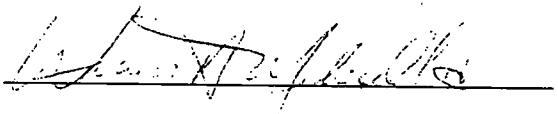
SS.

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: 12-11-03



COMMONWEALTH OF PENNSYLVANIA

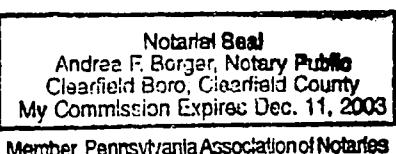
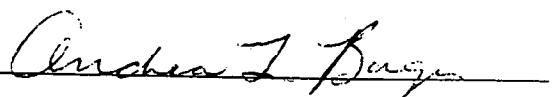
SS.

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



COMMONWEALTH OF PENNSYLVANIA

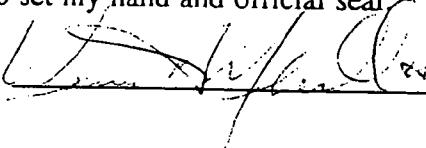
SS.

COUNTY OF CLEARFIELD

On this, the 26 day of January, 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

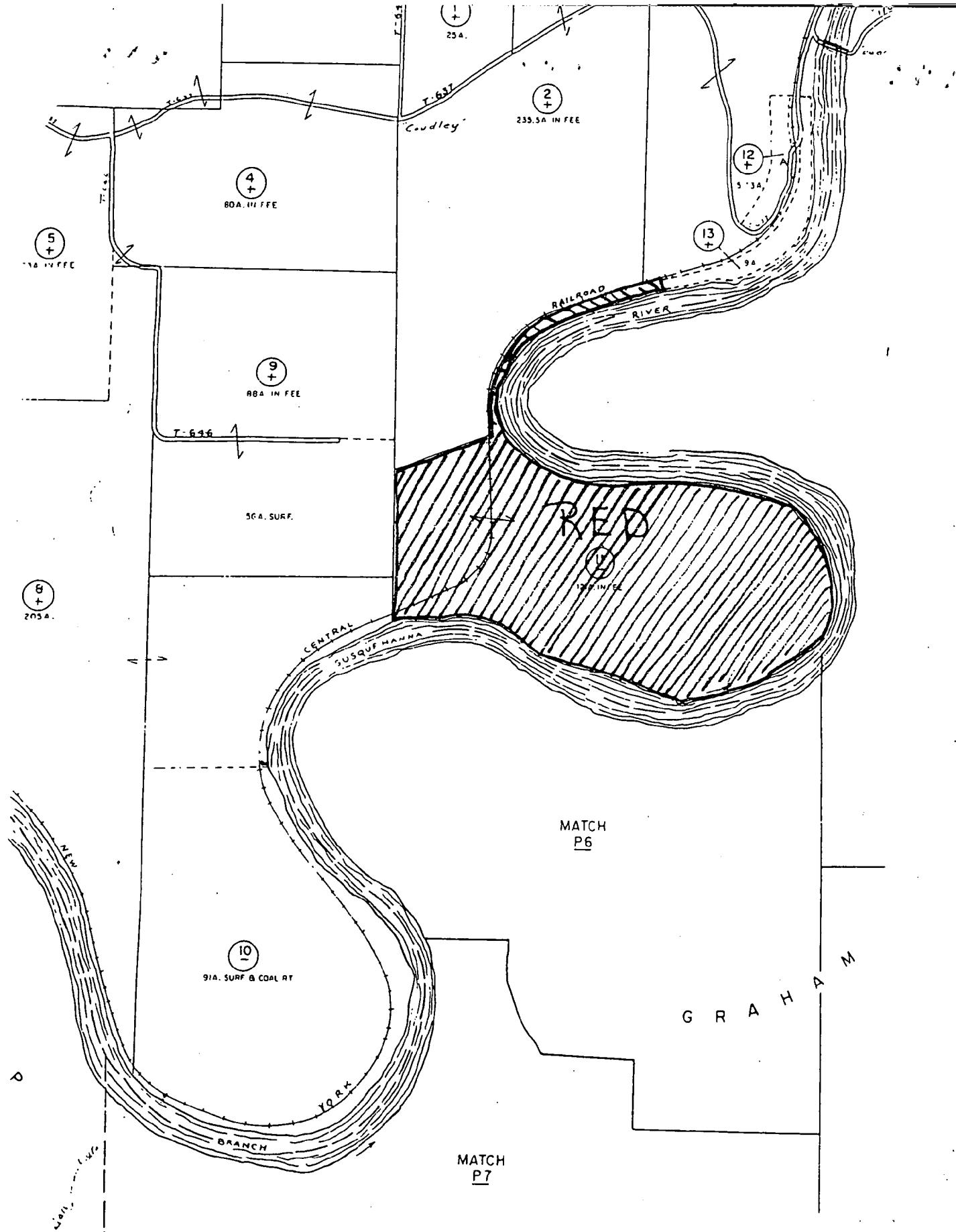


Exhibit "A"

2-6/2
O E O

Wm P. Gleating Esq

To

Augustus Beausigneur

and

Nicholas Boussetot

This Indenture made the Twenty
fifth day of January in the year of
our Lord one thousand eight hundred
and sixty nine. Between William
V. Gleating Physician of the City of
Philadelphia in the Commonwealth
of Pennsylvania executor of the Estate
of John Gleating deceased of the one
and Augustus Beausigneur and Nicholas
Boussetot of Allegheny County in the Commonwealth of Pennsylvania of
the other part. Witnesseth That the said party of the first part for and in con-
sideration 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
and confirm unto the said Augustus Beausigneur and Nicholas
Boussetot their heirs and assigns all that piece parcel or tract of land situate
and lying in the Commonwealth of Pennsylvania and in the County
of Allegheny bounded as follows viz Beginning at a post the south
west corner of Lot No 14.2. conveyed to B. McLean 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 stones the southwest corner of Lot No 104 conveyed
to Benjamin Jurg 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 northeast corner of said Lot
No 104 thence East thirty seven and five tenth perches to a post the south east
corner of lot No 16 conveyed to Augustus Mignot thence south to a post the southwest corner
of lot No 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 No 85 conveyed to Levi Wardell
thence East thirty one and five tenth perches to a white pine the south east corner
of said lot No 85 thence south by west 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 distinect to the west line of warrant
No. 1889 - and - 36148 also one other piece situated as above described Beginning
at a Post the south west corner of lot No 76 conveyed to Augustus Mignot
thence East twenty six and five tenth perches to a Post the south west corner
of lot No 107 conveyed to Benjamin Jurg thence south one hundred and eighteen
perches to a Post the North west corner of lot No 172 conveyed to B. McLean thence
west twenty six and five tenth perches to a post the south west corner of
lot No 83 conveyed to B. McLean thence south one hundred and eighteen
perches to the place of beginning containing eighteen and four tenth acres
with allowance of six per cent for Roads it extra be the same more or less
and being lot No 170 in allotment of Gleating lands in Girard's Township
and part of warrant No 189. Together with all and singular the woods
timber, vessels, water courses, ways houses, fences, improvements

Exhibit "F"

ights members hereditaments and appurtenances thereto belonging or
in anywise appertaining and the reversion and reversions remainders
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 in and to the same and every part
thereof. So I have and to I hold the said lands tenements hereditaments
and all and singular the premises hereby granted or intended to be
be with the appurtenances unto the said Augustus Beaumaguene and
Nicholas Roosevelt their heirs and assigns to them and their proper heirs and
heirs 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 Beaumaguene and Nicholas Roosevelt their
executors administrators and assigns that he hath not done commit-
ted 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 can 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 Beaumaguene and Nicholas Roosevelt their heirs and assigns
shall and will warrant and at all times defend by these Presents
In witness whereof the parties to these presents have hereunto interchangably
set their hands and seals the day and year first above written
Signed Sealed and Delivered

in presence of

J P Delaney

Philip J Taylor

William T Gleating, Jr. Esq
test John Gleating, Jr.

Received on the date of the above indenture of the above named Augustus
Beaumaguene and Nicholas Roosevelt the sum of eight hundred
dollars being the full consideration above mentioned.

Witness Present at the signing

J P Delaney

Philip J Taylor

William T Gleating, Esq

On the twenty fifth day of January in the year of our Lord 1849
Before me the subscriber one of the Aldermen of the City of
Philadelphia personally appeared William T Gleating in the above
written indenture named and acknowledged the said indenture
to be his act and deed and desired that it may be Recorded at
such time as my hand and seal dated as above

J P Delaney
Alderman

Received July 4 1849

Recorded by

AW Lee

Recorder

Recd Book

DECEM.

Officiale. Consulat. onus.

August Beauséjour

Bernard McGovern

This Indenture,

Made the thirteenth day of October in the year of our
Lord one thousand eight hundred and seventy one Between

Bernard M. Gauvin, Nicholas Russell and his wife and Augustus Russell
and their wife all of the township of Covington
County of Chester in the State of Pennsylvania.
of the case, part, and Bernard M. Gauvin of the same place.

of the aforesaid part: Wiltzegeth, That the said Nicholas Roosevelt and his wife and Agents
Pawesingee and Russell his wife for and in consideration of the sum of Two Thousand and
fifty dollars lawful money of the United States
of America, unto them well and truly paid by the said Roosevelt & Co. (or)

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 McGovern, his heirs and assigns, all those parts certain

with all and singular, the ~~successional~~ rights, liberties, privileges, hereditaments and appurtenances, ~~which ever~~ belonging, or in any wise appertaining, and the reversions remainders, rents, issues and profits thereof.

and all the estate, right, title, interest, property, claim and demand whatsoever, of him the said Plaintiff should have at and before August 13, 1852, or any time before then, equity or otherwise however of him and to the sum and sum of £1000.

3

To have and to hold the said tract or piece of ground the aforesaid and premises hereby
granted or mentioned and intimated so to be with the appurtenances,
unto the said Bernard M. Gervais his
heirs and assigns, to ~~and for~~ the only proper use, and behoef of the said Bernard M. Gervais his
heirs and assigns forever.

And the said Nicholas Rousselot and August Beausinger for themselves their
heirs, executors and administrators, &c. by these presents covenant, grant and agree to and with the said Bernard
M. Gervais his heirs and assigns,
that they the said Nicholas Rousselot and August Beausinger their
heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended ~~as to be~~
with the appurtenances, unto the said Bernard M. Gervais his
heirs and assigns, against them the said Nicholas Rousselot and August
Beausinger 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 color or any pretence
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 in the presence of us Daniel M. Gervais W. A. Gervais
W. M. Miller Anna X. Rousselot
A. Beausinger Consule Beausinger

Reference the day of the date of the within or of foregoing, payment of the within sum
of Bernard M. Gervais the sum of two hundred and fifty dollars being the full consideration
with the aforesaid.

Witness at Signings W. A. Gervais
A. Beausinger

State of Pennsylvania
Clearfield 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 aforesaid
named Nicholas Rousselot and Anna his wife and August Beausinger and Marsell
his wife and in the name of law acknowledged the within or of foregoing indenture to be
their act and deed and deserved the same might be recorded as such and the said Anna
and Marsell being of full age and by me lawfully examined before and apart from their
said husbands, and the contents thereof being by me first made known unto them and there
upon declare and say that the said voluntarily and of their own free will and accord sign
and as their act and deed deliver the same without my coercion or compulsion on the part of
their said husbands and wives. 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. P. St. Lee Recorder
per W. M. Miller

4-297: 1000.

This Indenture,

Nicholas ¹¹
and wife
To

Made the 13th day of January in the year of our
Lord one thousand eight hundred and seventy three. Between

Nicholas Russell - of Grand Yarmouth with
Ann his wife

of the first part, and largest measure of the same place.

of the...sacred...part: **Witnesseth**, That the said...ready of the first part.

for and in consideration of the sum of One hundred and

of America, well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, to have granted, bargained, sold, aliened, enfeoffed, released, covenanted, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, covenant, and confirm, unto the said party of the second part, the following parcels of land, heirs and assigns, all the following parcels of land the first beginning at a red oak down on the Bank of the River at the one hundred and eighty feet at the Hill Springs south two hundred and eighteen 1/10 perches to a post thence up the River the several courses one hundred and nine perches to place of beginning containing one hundred and fourteen acres part of lot 1419 see deed of W. Smith to grantor Recorded Rock R Page 314 the second the one undivided half interest in lot 1419 as follows viz Beginning at a white oak (down) corner being the North west corner of Warrant #1891 thence south two hundred and forty perches to a white oak corner then west one hundred perches to white pine corner then north one hundred and twenty perches to Chestnut corner thence west two hundred perches to white pine corner then north one hundred and twenty perches to a white oak corner then east three hundred perches to place of beginning containing one hundred and eighty three acres and 3 3/4 ps for same see deed of R. Shaw and wife to grantor et al Recorded W. Rock R Page 443 and also deed of J. B. Seeger and wife and Francis Seeger and grantor intended to be Recorded. Third all that tract of land situated in Girard's Township, Unionfield County, Pa. Beginning on the bank of the Susquehanna River at a small red oak corner of land of Warrant #1419 south one hundred and eighty three perches to stones thence west by land of lot 13 Smith one hundred and nine perches to stones then south one hundred and eighty perches to stones in the River thence down the River one hundred and nine perches to small red oak and place of beginning containing one hundred and sixteen acres & 1 1/2 ps and allowance and reserving out of this tract four acres & 5 1/2 perches sold to Dr. Hobbs out of the North west corner for full sum paid Francis Seeger and wife to Grantor and John Baptist Seeger and the said John Seeger and Francis Seeger and their wives by deed dated 22 May 1873 to present grantor neither of said deeds being recorded but intended to be. South all tracts & lots in the following described, heretofore being the one intended half part held at Particular with said grantor situated in Girard Township beginning at a post the south west corner of lot 17 1/2 surveyed to B. M. Govern thence east 10 1/2 perches to a white oak the south east corner of lot 15 1/2 thence south 20 ps to stones the South west corner of lot no 10 1/2 conveyed to B. M. Govern thence sell by same post 5 1/2 ps to a post thence north 30 ps to a post thence east 3 1/2 ps to a post thence south 15 1/2 ps to a white oak the North east corner of lot 10 1/2 thence east 3 1/2 ps to a post the south east corner of lot 16 1/2 conveyed to Augustus Mignot thence north to a post the south west corner of lot 16 1/2 thence east 110 ps to a post thence North 9 1/2 ps to a post the South west corner of lot 16 1/2 85 conveyed to Levi Mihel thence East 31 1/2 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 16 1/2 on the North Bank of the West Branch of the Susquehanna River thence up said River by its several courses and descents to the west line of warrant #1889 thence south by tract line 5 1/2 perches to the place of beginning containing one hundred and sixty three and 1/10 acres with the usual allowances for Roads to be the same more or less being lot 1419 of alliments of Keating lands in Girard Township being part of warrant #1889. 36 1/4 ps also one other piece situated as above. Beginning at a post the south west corner of lot 16 1/2 conveyed to A. Mignot thence east 26 1/2 ps perches to a post the north west corner of lot 16 1/2 surveyed to B. M. Govern thence south 118 ps to a post the North east corner of lot 17 1/2 surveyed to B. M. Govern thence west 36 1/2 ps perches to a post the south east corner of lot 18 1/2 surveyed 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 16 1/2 in alliment mentioned above and part of warrant #1889. Reference is also made to the above described deeds well more fully aforesaid.

Together with all and singular, the Buildings, improvements, woods, meadows, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversioner in 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 Frederick W. Roosevelt and wife their
heirs and assigns, to the only proper use, benefit and behoof of the said Frederick W. Roosevelt and his
second wife Elizabeth Roosevelt his heirs and assigns forever.

And the said Frederick W. Roosevelt and wife
their heirs, executors and administrators, do the by these presents covenant, grant and agree to and with the said Frederick W. Roosevelt
and his second wife Elizabeth Roosevelt his heirs and assigns,
that they the said Frederick W. Roosevelt 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 Frederick W. Roosevelt and his heirs and assigns, against the said Frederick W. Roosevelt
and his wife Elizabeth Roosevelt 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 Buy it in, Wrentham WARRANT and forever DEFEND.

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

Sealed and delivered W. W. Roosevelt M. W. Roosevelt
in presence of Elizabeth Roosevelt Anna M. Roosevelt
Albionfield Library

(In 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 Frederick W. Roosevelt and his wife
wife in due form of law and acknowledged the above instrument
to be their and each of them as aforesaid and acknowledged the same
rightly recorded as such and this and above being of full
age and before and apart from their said husband by me
therefore lawfully examined into the full contents of the above deed
being by me first asked if he was ready his wife thereupon declare
and say that he did voluntarily and of his own free will
and accord give seal and record and deed deliver the
aforesaid instrument to me or lawfully named without any
reservior or exceptiorion of his said husband. It shall my
and a true seal the day and year aforesaid)

W. W. Roosevelt
Signed

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. (W. W. Roosevelt) Recorder.
W. W. Roosevelt

FILED

William A. Shaw
Prothonotary
Sep 12 2000

cc: Secy City Marshal
PA 690.00

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, PENNSLYVANIA 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

RECEIVED SEP 29 2000
0336 PM
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,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

Plaintiffs

v.
11 ALLEN R. DELISLE, ROBERT
36 MISHLER, ERNIE BAICH and
84 RICHARD J. GRAHAM,

Defendants

*

*

*

*

No. 00 - 1126 - CD

*

*

Type of Case:
Action to Quiet Title

*

*

Type of Pleading:
Praecipe to Discontinue

*

*

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

FEB 06 2001

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.	*
	No. 00 - 1126 - CD
	*
ALLEN R. DELISLE, ROBERT	*
MISHLER, ERNIE BAICH and	*
RICHARD J. GRAHAM,	*
Defendants	*

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

1/24/01 Cth

William A. Shaw

Prothonotary

Marshall

Cont. of Do. to atty.
Copy CA

ESB

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